Town Council
Agenda - Final-Amended

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

Tuesday, April 21, 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. on April 21, 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

1. PROC 2026-005 **Proclamation: Peace Officers Memorial Day and Police Week 2026** (For Presentation - Approved on April 7, 2026, by a vote 6-0)

2. PROC 2026-006 **Proclamation: National Crime Victims' Rights Week, April 19-25, 2026** (For Presentation - Approved on April 7, 2026, by a vote 6-0)

- UNSCHEDULED PUBLIC APPEARANCES

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

- TOWN MANAGER'S REPORT

3. ID 2026-043 **Update: Calendar Reminders**

4. ID 2026-044 **Update: Legislative Update**

5. ID 2026-045 **Update: Water Quality Maintenance**

6. ID 2026-046 **2026 Safety Improvement Projects (Public Works)**

7. ID 2026-047 **Update: Monthly Department Reports**

8. ID 2026-048 **Development Services Project Updates**

9. ID 2026-049 **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.

10. RES 2026-048 **Resolution Approving the 2026 Spot Water Lease Agreement Between the Town of Castle Rock and United Water and Sanitation District** *[Chatfield Reservoir, Douglas County]*

11. PROC 2026-007 **Proclamation: Historic Preservation Month - May 2026** (For Council Action - Presentation on May 5, 2026)

12. MIN 2026-011 **Minutes: April 7, 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.

13. ORD 2026-012 **Ordinance Approving the First Amendment to the 2026 Fiscal Year Budget by Making Supplemental Appropriations for the 2026 Fiscal Year (Second Reading - Approved on First Reading on April 7, 2026, by a vote 5-0)**

14. RES 2026-050 **Resolution Approving the Intergovernmental Agreement Between the Board of County Commissioners of Douglas County and the Town of Castle Rock Regarding Cost Sharing to Establish the Link On Demand Microtransit Pilot Program**

15. RES 2026-049 **Resolution Approving the Third Amendment to the Agreement with Wilson & Company, Inc., Engineering & Architects, for the Industrial Tributary Trail Project** *[connecting Downtown Castle Rock to Philip S. Miller Park]*

16. ORD 2026-013 **Ordinance Authorizing the Exercise of the Town's Powers of Eminent Domain to Acquire Certain Real Property Interests Necessary for the Highway 85 Wastewater Collection and Treatment System Project** *[Located in Sedalia, CO]* (First Reading)

17. DIR 2026-012 **Discussion/Direction: Downtown Castle Rock Parking Study**

18. ORD 2026-014 **Ordinance Amending Sections 4.04.150 and 13.12.080 of the Castle Rock Municipal Code by Adopting a Revised Methodology for Calculating Renewable Water Resource Fees and Water and Wastewater System Development Fees for the Construction of New Single-Family Residential Homes (First Reading)** *[Entire Castle Rock Water Service Area]*

19. RES 2026-051 **Resolution Approving a Construction Contract with 53 Corporation LLC, for the 6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project** *[Paintbrush Park]*

- ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

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

- ADJOURN

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

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

To: Honorable Mayor and Members of Town Council

Thru: David L. Corliss, Town Manager

From: Jack Cauley, Police Chief

Proclamation: Peace Officers Memorial Day and Police Week 2026 (For Presentation - Approved on April 7, 2026, by a vote 6-0)

Executive Summary

Town Council to present a Proclamation recognizing Peace Officers Memorial Day and Police Week 2026, on April 21, 2026.

PROCLAMATION

Whereas, there are approximately 750,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Castle Rock Police Department; and

Whereas, in 1962, President John F. Kennedy signed a Presidential Proclamation setting aside May 15 as National Peace Officer Memorial Day; and

Whereas, between 1869 and 2025, Colorado lost 365 officers in the line of duty, one of which was Castle Rock Marshal Raymond Burr Lewis on February 14, 1946; and former

Castle Rock Police Officer, Deputy Zackari Parrish on December 31, 2017; and

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C., and Federal law directs all flags to be flown at half-staff; and

Whereas, the Castle Rock Town Council honors all police officers, past and present, who through their courageous deeds, have lost their lives or become disabled in the performance of duty; or are currently serving through their faithful and loyal devotion in preserving the rights and security of all citizens; and

Now Therefore, THE CASTLE ROCK TOWN COUNCIL, ON THIS 21st DAY OF APRIL 2026 HEREBY PROCLAIMS:

MAY 15, 2026

PEACE OFFICERS MEMORIAL DAY

and

MAY 15-21, 2026

POLICE WEEK

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK:

Jason Gray, Mayor

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

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

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Proclamation: National Crime Victims' Rights Week, April 19-25, 2026 (For Presentation - Approved on April 7, 2026, by a vote 6-0)

Executive Summary

Town Council will be presenting a Proclamation recognizing National Crime Victims' Rights Week, April 19-25, 2026, on April 21, 2026.

TOWN OF CASTLE ROCK
COLORADO

PROCLAMATION



National Crime Victims' Rights Week

Whereas crime victims and survivors in our community deserve dignity, respect, and access to justice; and

Whereas National Crime Victims' Rights Week is observed annually to honor victims, recognize those who advocate for them, and reaffirm our commitment to supporting their rights; and

Whereas this observance emphasizes the importance of collaboration and empowerment for all victims of crime; and

Whereas local organizations, including nonprofits, law enforcement, and service providers work tirelessly to assist victims of sex trafficking and other crimes, providing resources for healing, justice, and prevention, and

Whereas raising awareness about victims' rights strengthens our community and ensures that all individuals affected by crime receive the support they need;

Now, therefore, the Town Council of the Town of Castle Rock does hereby proclaim April 19–25, 2026, as National Crime Victims' Rights Week in the Town of Castle Rock, and encourage all residents to join in activities that promote justice, healing, and hope for victims of crime.

Passed, Approved And Adopted this 21st day of April 2026, by the Town Council of the Town of Castle Rock, Colorado.

ATTEST

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 3. **File #:** ID 2026-043

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
APRIL 21, 2026

UPCOMING CALENDAR ITEMS

2 MAY	**Police Department Annual Awards Ceremony, 2 p.m.** Canyons Community Church, 4825 Crowfoot Valley Road
5 MAY	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
12 MAY	**Town Boards and Commissions Candidate Interviews, starting at 5 p.m.** Various meeting rooms at Town Hall
19 MAY	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
25 MAY	**Memorial Day Holiday – Town Offices Closed** MAC, Recreation Center and Cantril School close at 2 p.m.
2 JUN	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
16 JUN	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers

NEIGHBORHOOD MEETINGS

27 APR	**Alexander Place PDP Amendment 1 @ Cantril School, 6:00 p.m., 1st Meeting** A proposed rezoning for 50 single family units. The proposed project is located east of the intersection of Alexander Place and Montana Vista Way.
29 APR	**King Soopers, Dawson Trails Proposed Site Development Plan @ Cantril School, 6:00 p.m., 2nd Meeting** A proposed grocery store with fueling station. The proposed project is located east and south of Gambel Ridge Boulevard and west of Dawson Trails Boulevard.
30 APR	**Rivers Church, Proposed Site Development Plan Amendment @ Town Hall, 6:00 p.m., 2nd Meeting** A proposed façade change, including an enhanced entrance with new wood veneer materials and awning elements. The proposed project is located east of South Wilcox Street and west of South Perry Street.

*tentative

HIGHLIGHTS from CRgov.com/**Events**

23 APRIL	Wild in Our Town, 6-7:30 p.m. Phillip and Jerry Miller Library, 100 S. Wilcox St.
24 APRIL	Arbor Day Tree Planting, 9-11 a.m. Phillip S. Miller Park, 1375 W. Plum Creek Parkway
25 APRIL	America 250 – Colorado 150 Time Capsule Video-Recording Session, 9-11 a.m. Cantril School, 312 Cantril St.
25 APRIL	DEA National Prescription Drug Take Back Day, 10 a.m. to 2 p.m. Castle Rock Police Department, 100 Perry St.
27 APRIL	Arbor Day Tree Planting, 9-11 a.m. Cobblestone Ranch Park, 8571 Castle Oaks Drive

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 4. **File #:** ID 2026-044

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

APRIL 21, 2026
TOWN COUNCIL

OVERVIEW

- General Assembly in session through early May
- Staff monitors, but does not take any positions on, legislation unless Council directs it
- Staff is presently tracking ~80 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

SUPPORTED ITEMS UPDATES

SB 98: STATE & LOCAL NOISE ABATEMENT AUTHORITY
Includes exceptions from statewide noise limits for uses of property by governments and nonprofits for qualifying purposes (like cultural or entertainment events) *This bill was PI'd in committee on April 14*

HB 1334: MODIFY STANDARDS OF WILDFIRE RESILIENCY CODE BOARD
This bill extends the code adoption timeline from April 1, 2026, to April 1, 2027. It would also require the code be reviewed by July 1, 2026, and then at least every three years or sooner as needed. *This was PI'd in committee on April 7*

OPPOSED ITEMS UPDATES

SB 5: RIGHTS VIOLATION IN IMMIGRATION ENFORCEMENT REMEDY

Creates a statutory cause of action for a person who is injured during a civil immigration enforcement action by another person who, whether or not under color of law, violates the United States constitution while participating in civil immigration enforcement. A person who violates the United States Constitution while participating in civil immigration enforcement is liable to the injured party for legal, equitable or any other appropriate relief. *Hearing in House Judiciary on April 22*

SB 71: USE OF SURVEILLANCE TECHNOLOGY BY LAW ENFORCEMENT

Regulates how law enforcement agencies can use red light cameras, license plate reader systems, pole-mounted cameras, drones, facial recognition and other technology, requiring this technology to only be used for a “lawful purpose” without defining what this means. Requires a warrant to access data from facial recognition systems, going further than existing Fourth Amendment standards. Imposes on storing data unless it’s part of an active investigation. Requires log each time data is accessed and bill allows residents to request data to check compliance at no cost, placing a significant administrative burden and unfunded mandate on departments. *Hearing in Senate Judiciary on April 22*

OPPOSED ITEMS UPDATES

HB 1102: FUNDING FOR COLORADO DRIVES ACCOUNT
Would redirect HUTF fees to the Colorado Driver License, Record, Identification, and Vehicle Enterprise Solution (DRIVES) account, taking funding resources away from Town road maintenance. *In Senate Appropriations*

HB 1114: ALLOWED MINIMUM LOT SIZE FOR SUBJECT JURISDICTIONS
Would prohibit local governments from requiring single-family lots to be larger than 2,000 square feet starting in October 2031. *Hearing in Senate Local Government & Housing April 23*

HB 1308: LOT SPLITTING APPROVAL BY SUBJECT JURISDICTIONS
Requires local governments to approve a residential lot split through an administrative approval process under certain conditions. *Hearing in Senate Local Government & Housing April 23*

HB 1415: OPTIONAL RESIDENTIAL CONSTRUCTION CONTRACTOR CERTIFICATION
HAD BEEN OPPPOSED AS REGULATION OF CONSTRUCTION BUSINESSES
Introduced bill was substantially different from what was expected. It does not place any mandates on local governments (the State would administer) and is optional for contractors.

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."

OPPOSE ITEMS UPDATES

NOT YET INTRODUCED: THC BEVERAGES

Sen. Julie Gonzales (Denver) is sponsoring a bill that authorizes marijuana hospitality businesses, bars and restaurants to serve THC beverages that are derived from hemp. The beverages may contain no more than ten milligrams of total THC per 12 fluid ounce serving. As this legislation is anticipated to be introduced, communities not otherwise allowing marijuana would not be allowed to opt out of this authorization.

SB 70: BAN GOVERNMENT ACCESS HISTORICAL LOCATION INFORMATION DATABASE (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. *Passed Judiciary Committee and is in Appropriations*

OPPOSED ITEMS UPDATES

SB 93: WORKERS' COMPENSATION INSURANCE COVERAGE VERIFICATION
Requires workers' compensation insurance verification or proof of rejection be submitted before a local licensing or permitting authority may issue or renew a building or construction permit or contractor's license. Local licensing or permitting authorities must investigate coverage-related complaints. Will drive substantial costs for municipalities for permit and license application review; investigation processes; and litigation related to appeals. Will impact administrative review and project completion times. May also decrease municipal permit revenue and sales and use tax.
Passed Business, Labor, & Technology Committee and is in Appropriations

SB 100: YOUTH SPORTS SAFETY REQUIREMENTS
requires youth sports organizations and local governments to ensure that at least one adult present at all athletic activities holds current first aid, CPR and AED certification. All coaches and chaperones working directly with youth must complete a fingerprint-based criminal background check every three years. Individuals who have lived outside the United States for more than 180 days in the past 10 years must also complete an international background check. The bill disqualifies individuals convicted of specified serious felonies from serving as coaches or chaperones. The bill creates a civil private right of action against a youth sports organization or local government for failure to complete a required background check when an unsupervised individual who should have been screened causes harm and limits defenses based on ordinary

OPPOSED ITEMS UPDATES

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. *Hearing in House Judiciary on Feb. 25*

HB 1054: PROTECTIONS FOR WORKER SAFETY
Would allow the State to develop its own OSHA-like health and safety standards in the event that the Federal government weakens its requirements. *Passed Business Affairs & Labor Committee and is in Appropriations*

SUPPORT ITEMS UPDATES

HB 1112: REGULATION OF UNDERGROUND INJECTION CONTROL WELLS
Would bring primacy for the permitting of aquifer storage and recovery wells to the State. Currently, the EPA handles permitting, which takes decades. *Passed Energy & Environment and Finance committees and is in Appropriations*

HB 1138: RETAIL THEFT PREVENTION PROGRAM
Would create a board to produce policy recommendations to combat organized felony-level retail theft, including a grant program to combat retail theft. *Passed Judiciary Committee this afternoon and is headed to Appropriations*

HB 1255: SOCIAL MEDIA DUTY TO REPORT & SEARCH WARRANTS
Would require social media platforms to provide a streamlined process for law enforcement contacts. *Passed Judiciary Committee and is on the House floor for second reading*

HB 1272: EXTREME TEMPERATURES WORKER PROTECTIONS
Would require employers whose people work outside to have a plan in place to protect those workers from extreme hot and cold. *Passed Health & Human Services Committee and is in Appropriations*

RECOMMENDED SUPPORT ITEMS

RECOMMENDED OPPOSE ITEMS

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 5. **File #:** ID 2026-045

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Update: Water Quality Maintenance

Executive Summary

This will be a presentation only item.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 6. **File #:** ID 2026-046

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Daniel Sailer, PE, Director of Public Works
Jacob Vargish, PE, Transportation Planning and Traffic Engineering Manager

2026 Safety Improvement Projects (Public Works)

Executive Summary

This memo presents the 2026 Safety Improvement Projects proposed for implementation using the Town's Safety Fund (account 120-3175-431-75-25). The program focuses exclusively on projects with direct costs allocated within this budget and advances the Town's Safety Action Plan by targeting locations with documented crash risk, community concern, and proximity to planned infrastructure work.

Projects are prioritized based on demonstrated safety needs across the community. To improve transparency and help residents better understand where investments are being made, the project list is organized by Town Council district. This format allows the public to more easily identify project locations within their area.

The total available budget is $600,405, which includes:

- $447,000 in adopted 2026 funding
- $153,405 in anticipated 2025 carryforward (pending Town Council approval)

From this carryforward, $14,120 has already been allocated to cover a 2025 pedestrian push button installation that was recently invoiced, and is therefore reflected in the remaining available balance. The proposed projects emphasize proven safety countermeasures that improve conditions for vulnerable users, particularly pedestrians and school-aged children, while also addressing high-risk crash corridors. These improvements include pedestrian crossing enhancements, signal upgrades, roundabout safety modifications, and corridor-level operational improvements.

All projects included in this memo:

- Have identified construction costs within the Safety Fund

- Are expected to be delivered within the available budget
- Include planned outreach and construction timelines for 2026

To support decision-making and communication, the memo package includes:

- A vicinity map showing all project locations across Town. RRFB locations are shown in their respective concept summary.
- Single-page concept summaries for each project (scope, benefits, and visuals)
- A project list summarizing location, cost, outreach, construction timing, and remaining budget

With your concurrence, the next steps include finalizing quantities and cost estimates, preparing bid documents, coordinating public outreach, and proceeding with procurement and construction in alignment with the 2026 schedule.

Multiple Districts (Townwide) - RRFB Installations (7 locations)
Estimated Cost: $150,000
Outreach: Spring 2026
Construction: Summer 2026

District 1 - School Crossing Safety Improvements - Foothills Dr & Millwagon / Soaring Eagle Vicinity
Estimated Cost: $45,000
Outreach: Spring-Early Summer 2026
Construction: Before School Start (August 2026)

District 1 and 3 - Audible Pedestrian Push Button (APPB) Installations, Meadows Pkwy School Crossings (3 locations)
Estimated Cost: $180,000
Outreach: Notification after installation
Construction: Summer 2026

District 2 - Pedestrian Refuge Installation - Autumn Sage St & Long Brush Dr
Estimated Cost: $30,000
Outreach: April 2026
Construction: Late Spring 2026

District 3, 4, and 6 - Adaptive Signal Timing - Plum Creek Pkwy Corridor (7 signals)
Estimated Cost: $106,285
Outreach: Summer 2026
Construction: Late 2026

District 4 - Roundabout Lane Reconfiguration - Promenade Pkwy & Castle Rock Pkwy (I-25 SB Off-Ramp)
Estimated Cost: $75,000
Outreach: Summer 2026
Construction: Summer 2026 (coordinated with Pavement Marking Maintenance work)

Remaining Budget Tracking (Post-Projects)

Project Milestone	Remaining Budget
After RRFB Installations	$436,285
After Autumn Sage Refuge	$406,285
After APPB Installations	$226,285
After Roundabout Reconfiguration	$151,285
After School Crossing Improvements	$106,285
After Adaptive Signal Timing	$0

Attachments

Map: 2026 RRFB Locations
Map: 2026 Safety Projects Locations

Proposed 2026 RRFB Installation Locations

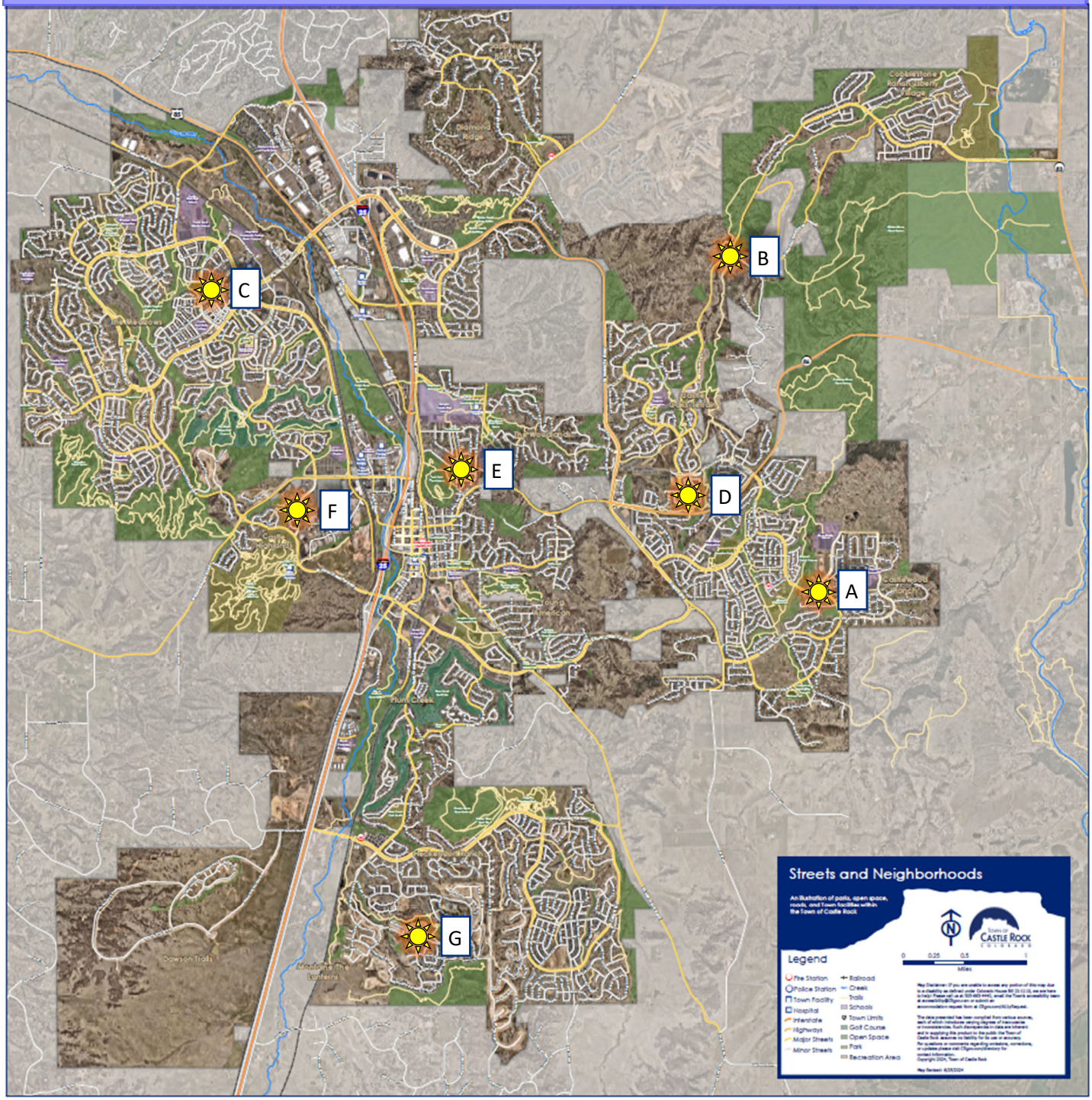
District 2:
- **Location B** - Castle Oaks Drive & McMurdo Trl
- **Location D** - Autumn Sage St & Long Brush Dr

District 3:
- **Location C** - N Meadows Drive & Saffron Dr
- **Location F** - Auburn Dr & Reserve at Castle Highlands

District 4:
- **Location E** - Canyon Dr & Rock Park/DCHS Path

District 5:
- **Location A** - Mikelson Blvd & Mitchell St Round-about

District 6:
- **Location G** - Montaine Cir & Water Avens Dr



2026 Safety Project Locations

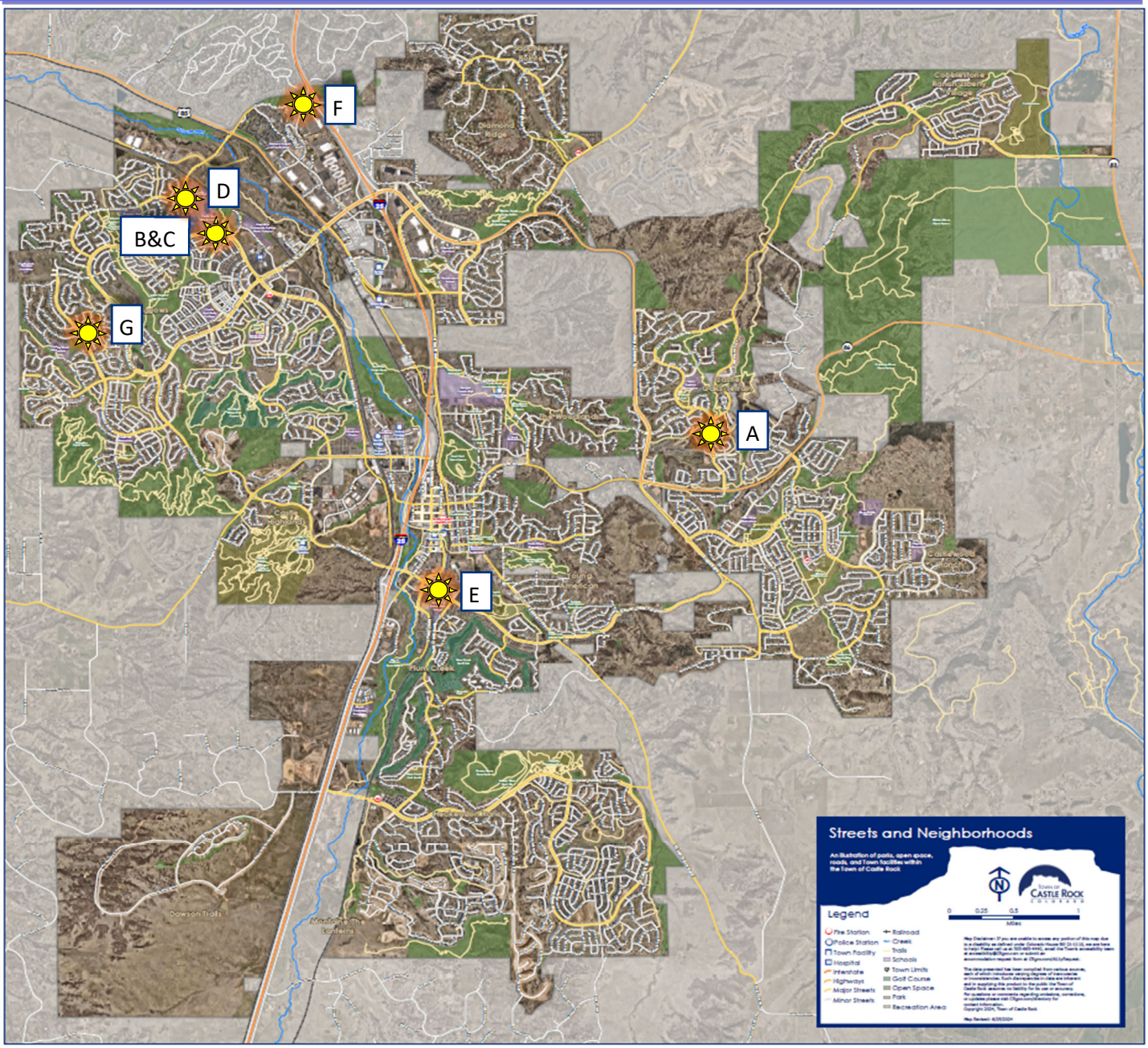
District 1:
- **Location B** - Meadows Blvd & Fell Mist ADA improvements
- **Location C** - Meadows Blvd & Elegant ADA improvements
- **Location D** - N Meadows Blvd & Butterfield ADA improvements
- **Location G** - Foothills Dr School Crossing improvements

District 2:
- **Location A** - Autumn Sage St RRFB w/ped refuge, ADA ramp improvements & restriping

District 3:
- **Location B** - Meadows Blvd & Fell Mist ADA improvements
- **Location C** - Meadows Blvd & Elegant ADA improvements
- **Location E** - Plum Creek Pkwy adaptive signal timing

District 4:
- **Location E** - Plum Creek Pkwy adaptive signal timing
- **Location F** - Promenade Pkwy & Castle Rock Pkwy roundabout lane reconfiguration

District 6:
- **Location E -** Plum Creek Pkwy adaptive signal timing



Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 7. **File #:** ID 2026-047

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Update: Monthly Department Reports

Executive Summary

Attached are the Monthly Department Reports for activity in March 2026.

Development Services

March 2026 Monthly Report

Inside this issue:

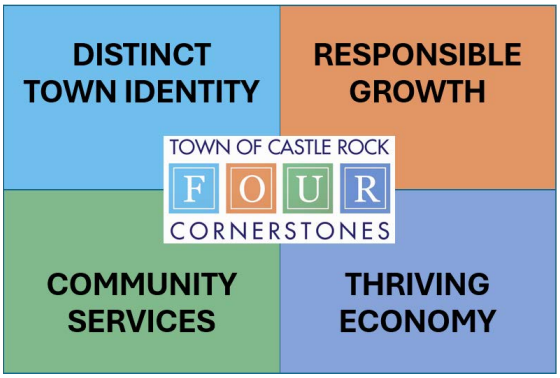
[Page 2](): Employee Recognition

[Page 3](): New Land Use Submittals

[Page 7](): Actions and Updates

[Page 9](): Development Snapshot

Find more information on our [Development Activity]() page.



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

Interested in shaping the future of Castle Rock? Get involved by serving on a Town advisory board or commission. These volunteer groups play a crucial role in guiding policies and decisions that directly impact our community.



Tara Vargish, PE
Director
Development Services

As a board or commission member, you'll have the opportunity to delve into key issues such as local development, water resources, public safety, transportation, and parks and recreation. Members of these groups provide essential guidance and oversight, and they play a pivotal role in shaping the policies and decisions that directly impact our Town.

Applications for the Town's boards and commissions will be accepted from April 1 through April 27 during the annual recruitment period. To learn more and apply, visit [CRgov.com/Boards]().

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!**

539 surveys distributed
25 March responses

Here are some comments from our customers in March:

- "Great team at the Town!"
- "**Tammy King** was very helpful! I feel at this time the outcome is positive! Thanks again for staying the course for our neighborhood!"
- "**Tammy King** returned responses to my requests within the same day. Fantastic!"
- "**Kevin Arencibia** was a huge help."
- "The most fair-minded **Building Department** in the state of Colorado. Enjoy being a contractor in this jurisdiction."
- "Process was much easier than I anticipated."
- "Thank you."
- "Thank you for your assistance."
- "I was able to get in touch with **Jason Smith**, and he quickly helped resolve the issue and expedited my request. He was professional, helpful, and very easy to work with. Experiences like this make it a pleasure to do business with the Town of Castle Rock."
- "Everyone is so helpful and friendly."
- "My positive comments are for **Tracy Shipley. S**he was such a nice and patient person to speak to. She was helpful and courteous. Tracy is a GEM and it is a pleasure working with her."

Staff Anniversaries and New Employees



Congratulations to Chad Huber, Senior Construction Inspector, on 9 years with the Town!



Welcome to Ashlynn Miller on joining Development Services as a **Planner I**!



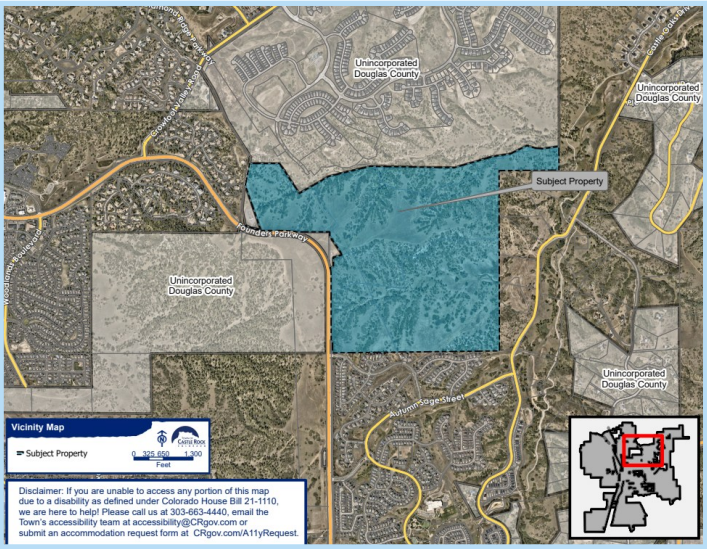
Welcome to Lauren Gleason on joining the Town as a **Planner II**!



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.



Canyons Far South, Filing 1
Erosion control plans for 326 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway intersection.

Canyons Far South, Filing 2
Erosion control plans for 189 single-family homes, located north of Terrain and east of Founders Parkway.

Canyons Far South
Construction documents and erosion control plans to add full movement access point and acceleration and deceleration lanes on Founders Parkway at new access point.

Brookside Business Center, Berkenkotter
Site development plan for Berkenkotter RV Sales facility, located at 1070 Brookside Circle.

Dawson Trails,
Off-site water line design revision, located along Crystal Valley Parkway, south of fire station.

Dawson Trails
Phasing design revision for 230 single-family lots, located in the north-central area of the Planned Development.

Dawson Trails
Site development plan for 324-unit apartment complex, located southwest of Dawson Trails Boulevard and Blanca Peak Parkway.

Founders Village
Turf reduction design revisions in the Villages at Castle Rock (Phases 2A and 2B), located at Enderud Boulevard and Howe Street.

City Hotel
Construction documents and erosion control plans for new four-story, 33-room hotel with 2,578 square feet of commercial space and restoration of historic City Hotel building, located at 419 N. Perry Street.



Heckendorf Ranch
Construction documents for small cell facility, located at Crystal Valley Parkway and Plum Creek Boulevard.

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.

Meadows
Construction documents for small cell facility, located at Low Meadow Boulevard and Black Canyon Way.

Meadows, Filing 17
Waterline easement agreement.

Meadows, Filing 17
Waterline easement.

Meadows, Filing 19
Replat to create new lot for indoor self-storage building and outdoor storage units, located on Timber Mill Parkway.

Meadows, Filing 19, Parcel 2N
Easement vacation of east basin sewer interceptor easement.

Meadows, Findlay Toyota
Drainage easement for proposed Findlay Toyota auto dealership, located at the north end of Timber Mill Parkway.

Meadows, New Hope Church
Site development plan amendment for New Hope Church's creation of two lots and associated church building/site improvements, located at 3737 New Hope Way.

Metzler Ranch
Site development plan for new dental office, located at 852 Maleta Lane.

Sanders Business Park
Site development plan amendment to reduce size of previously approved building, located at 1002 S. Interstate 25.

The Oaks, Filing 2 (2A)
Additional waterline phasing and erosion control design revisions, located at Legend Oak Trail to Castle Vista Drive.

The Brickyard
Landscape drainage, fire service and utility location design revisions for multi-family project, located at 401 Prairie Hawk Drive.

The Brickyard, Phase 1A
Public infrastructure design revisions to Prairie Hawk storm water and related grading updates.

The Brickyard
Design revisions to trail wall and lighting design supporting public infrastructure improvements for mixed-use project, located at 401 Prairie Hawk Drive.



The Brickyard, Castle Rock Sports Center
Grading, utility, and landscape design revisions for Castle Rock Sports Center, located at 401 Prairie Hawk Drive.

Villages at Castle Rock
Construction documents for small cell facility, located at Mikelson Boulevard and Arlington Street.

Public Hearing Required

Abby Dew for You



Vicinity map of proposed Abby Dew for You.

Project Highlights

- Use by Special Review
- Proposing to lease an existing space at 651 Topeka Way and use it for an adult day care facility
- Generally located northeast of the intersection of Topeka Way and Atchison Way
- Will require a public hearing before the Planning Commission for review and final decision as it is an existing building with only a tenant use change
- Located in Councilmember Bracken's district

Public Hearing Required

Dawson Trails Multifamily



Vicinity map of proposed Dawson Trails multifamily site development plan.

Project Highlights

- Site Development Plan for 234-unit apartment complex on 12.6 acres
- Located southwest corner of Dawson Trails Boulevard and Blanca Peak Parkway in Councilmember Dietz's district
- Onsite amenities to include:
  - Pool
  - Games lawn
  - Dog park and dog wash
  - Club house
    - Co-working space
    - Fitness center
    - Leasing office
    - Mail kiosk

Boards and Commission

Development Services supports five boards and commissions that serve specific purposes for building appeals, variance hearings, land use case recommendations and determinations. These boards and commissions consist of residents and in some cases business owners as appointed by Town Council.

Board of Adjustment

March 19, 2026

The Board of Adjustment held a special meeting to consider two variance requests. The first was for a 25-foot variance from the required 50-foot front setback for a detached garage in the Planned Development Zone, due to the irregular shape of the lot. The Board approved the request with a 4 to 0 vote.

The second request was for an 11-foot, 2¼-inch variance from the required 25-foot rear setback for an addition to a single-family home in the R-2 Zone. The request was based on unique site conditions, an existing setback encroachment and the age of the home. The Board approved this request with a 4 to 0 vote.

Board of Building Appeals

March 2, 2026

The Board of Building Appeals held its regularly scheduled meeting and heard updates from the Chief Building Official, Jon White and Councilmember Davis.

Design Review Board

March 11, 2026

Meeting Canceled.

March 25, 2026

Meeting Canceled.

Historic Preservation Board

March 4, 2026

The Historic Preservation Board held its regularly scheduled meeting and discussed Historic Preservation month.

Planning Commission

March 12, 2026

The Planning Commission held its regularly scheduled meeting and heard the **Bella Mesa South Site Development Plan** which proposes a 93-unit townhome community on a 9-acre site located northwest of the Mikelson Boulevard and Mitchell Street intersection. The Commission approved a recommendation of approval to Town Council with a vote of 4 to 0.

March 26, 2026

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.

March 3, 2026

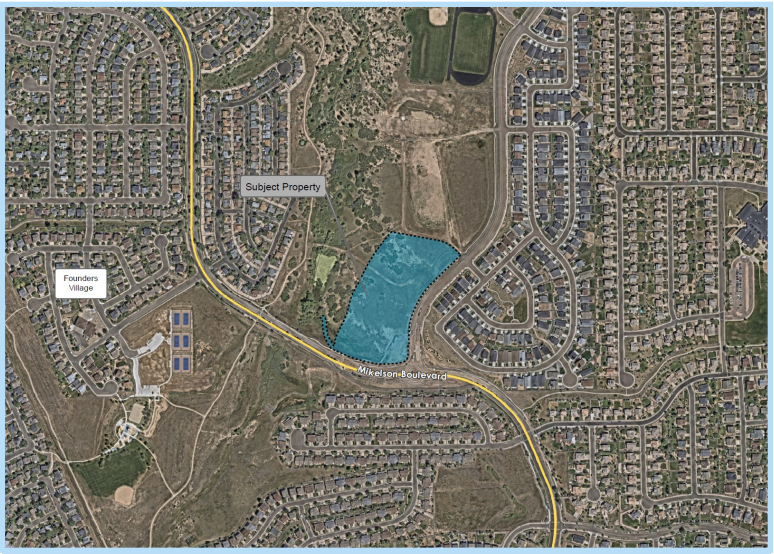
Town Council held its regularly scheduled meeting and approved the first reading of a rezoning request for the **New Hope Presbyterian Church** property in The Meadows, on the southwest corner of Meadows Boulevard and Prairie Hawk Drive. The proposal would remove higher-intensity commercial uses on the property and reduce building heights to 50 feet.



Vicinity map of New Hope Presbyterian Church rezoning.

March 24, 2026

Town Council held a special meeting and approved a resolution approving a site development plan for **Bella Mesa South**, located north of Mikelson Boulevard and west of Mitchell Street. The proposal includes 93 townhome units with two-car garages and 57 surface parking spaces. The units are three stories and grouped in four, five and six-unit buildings. A common area with a pet station, benches and picnic tables is planned.



Vicinity map of Bella Mesa South Site Development Plan.

To learn more about our Boards and Commissions, visit our webpage at CRgov.com/boards-and-commissions.

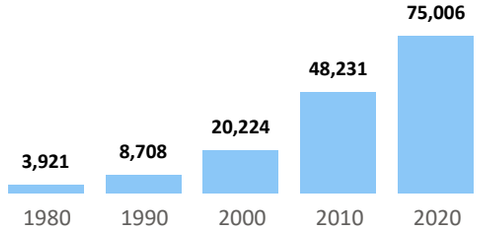
TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: March 2026

Population

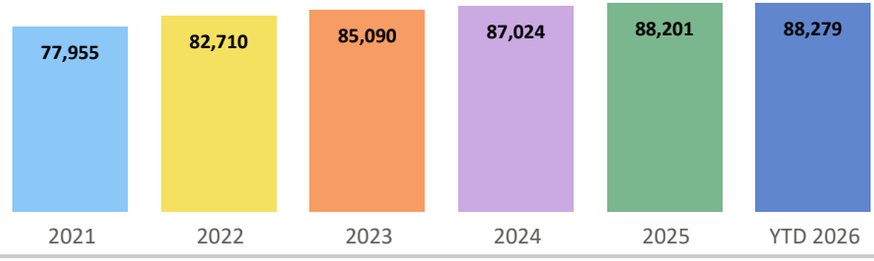
88,309

Estimated Population based on the total number of occupiable residential units

Historic Population



Recent Population



Zoning Division

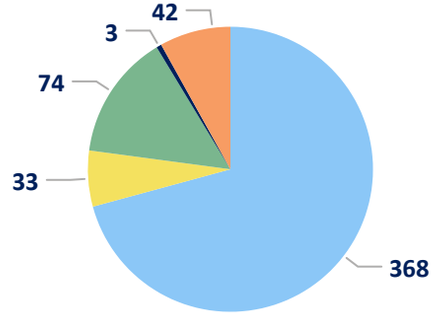
Zoning staff handle many code enforcement cases each month. These cases include issues such as rubbish, abandoned vehicles, setback encroachments, and illegal land uses. Staff respond to community complaints, visit sites to check for compliance, and issue Notices of Violation when needed. The inspection team also removes hundreds of illegal signs from Town rights-of-way. In addition, staff review business licenses, temporary use permits, and sign permits to ensure they meet zoning rules.

12 Sign Permits Issued

3 Temporary Use Permits Issued

24 Code Compliance Cases Opened

- **Signs Removed from ROW 368**
- **Sign Compliance Responses 33**
- **Site visits 74**
- **Notices of Violation Sent 3**
- **Business Licenses 42**



Planning/Development Review

The Planning and Development Review teams process many applications each month. These service levels track all land use projects, including projects that go through public hearings and those reviewed administratively by staff.

Pre-Applications

9
New Pre-Applications This Month

23
Year-to-Date Pre-Applications

24%
Pre-Applications that advanced as new projects over the previous 12 months

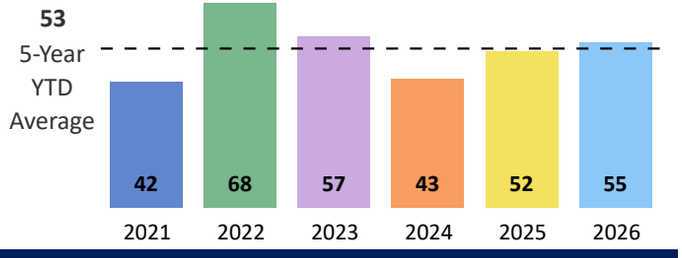
A pre-application meeting is required before submitting a land use application. These meetings allow applicants to discuss project ideas with staff, though not all move forward to a formal application. Pre-applications expire after 12 months.

New Development Applications

13 New Development Project Applications this Month

10 Other Project Applications this Month

Year-to-Date Development Applications



Development Reviews

Monthly Reviews

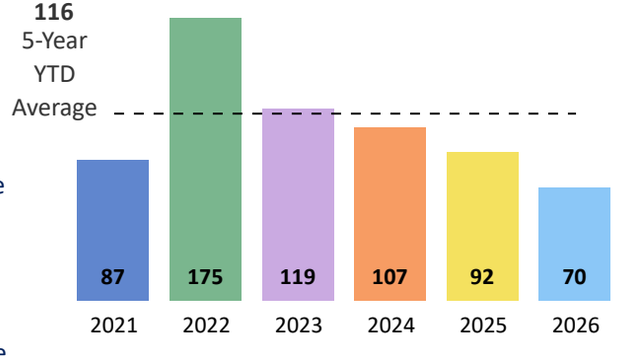
12 First Reviews

5 Second Reviews

13 Third Reviews or More

The first review occurs after a complete application is submitted. Second and later reviews occur when applicants resubmit plans to address Town comments or required changes.
*all on time with the exception of 1 late

Year-to-Date Planning/Development Reviews



TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: March 2026

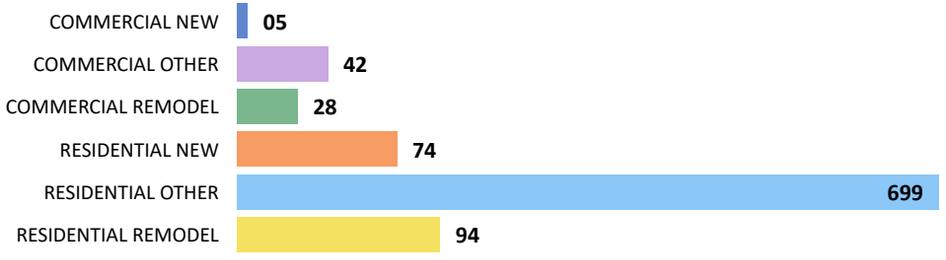
Building Division

Building Division staff process hundreds of permits each month, from small projects like water heaters or decks to larger projects such as new homes and commercial buildings. Inspectors also conduct thousands of inspections to ensure work meets building codes and safety standards. The service levels below provide a snapshot of this month's activity and some year to date comparisons.

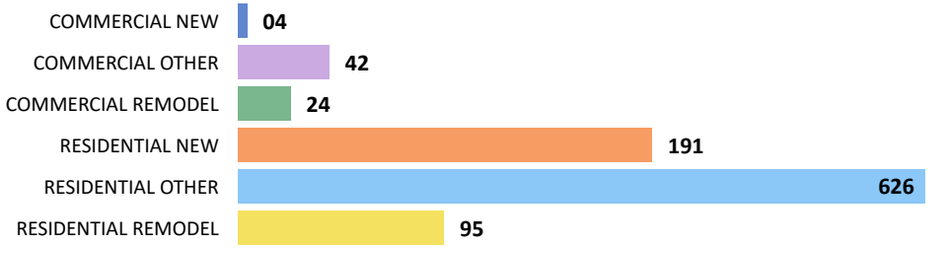
Development Services staff process permits, review plan submittals, conduct inspections, and respond to code violations each month. This snapshot highlights staff activity from the previous month for the Zoning Division, Building Division, and Planning/Development Review teams. Information from previous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

Building Permit Applications Received Year to Date

Year-To-Date Building Permit Applications Received

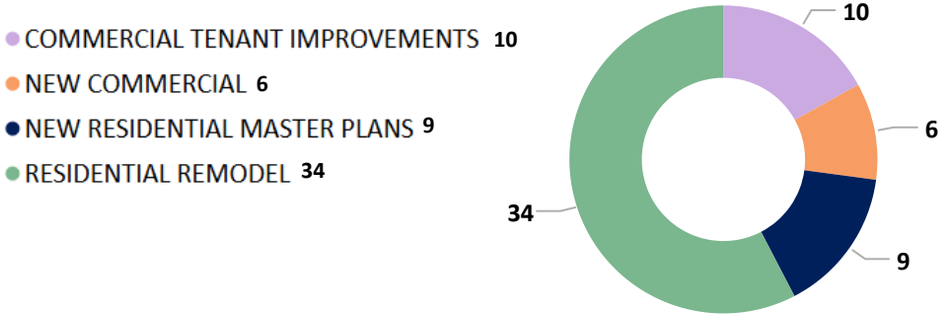


5 Year Average Building Permit Applications Received



Building Permits Reviewed this Month

Monthly Building Permit Reviews by Type





142 Building Fees Calculated: 141 Within 3 days

390 Building Permits Issued

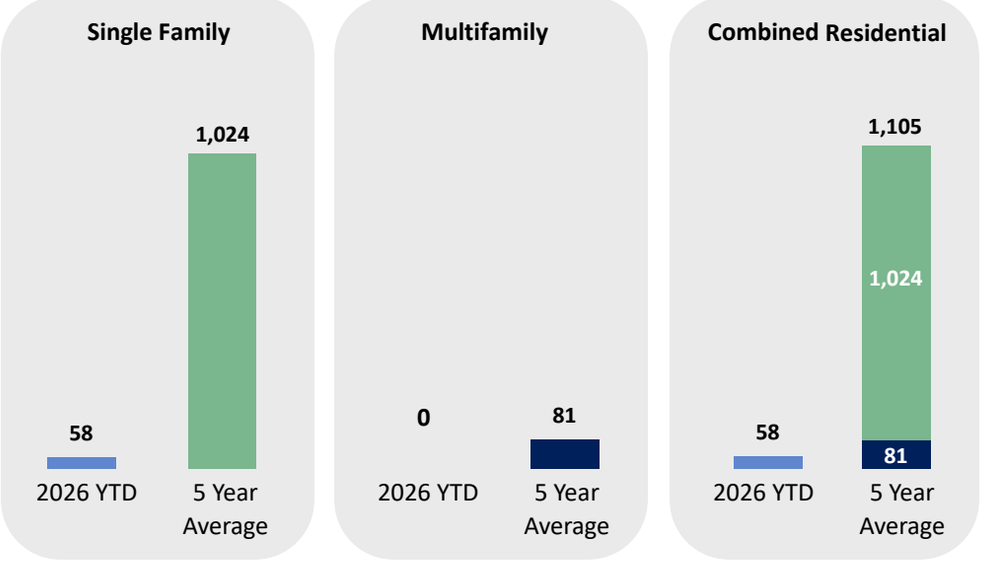
1,101 Inspections Completed: 1,096 Within 24 Hours

Building Permits Issued

21 Single Family Permits Issued this Month

0 Multi-Family Units Issued this Month

597 Square Feet of Commercial Space Permitted Year-To-Date



MONTHLY **REPORT**

MARCH

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



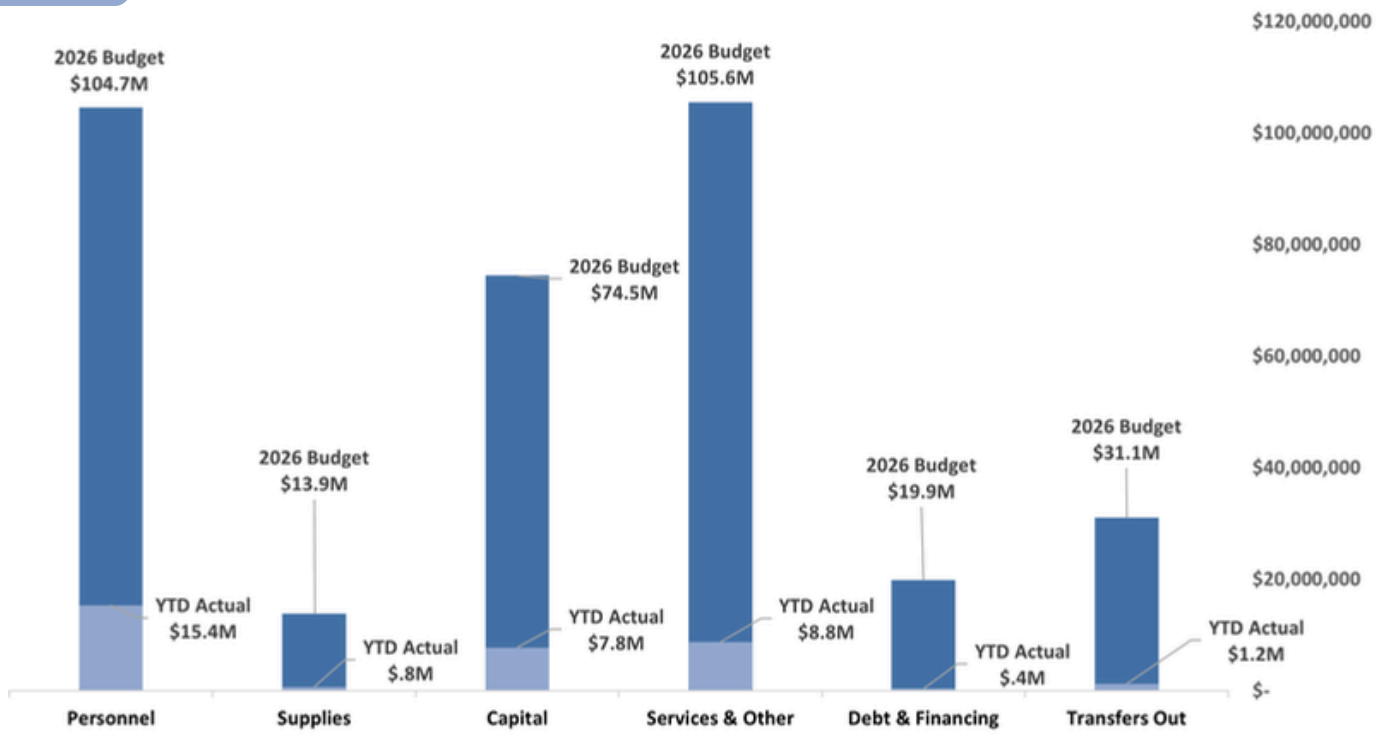
Preliminary Town Wide Expenditures by Category

Through January 2026

Key

Budget

Spent



Did You Know?

You can get involved in your local government by serving on a Board or Commission!

To be eligible, you must be a Town of Castle Rock resident. Appointments are for three-year terms, with a two-term limit, and members serve at the discretion of Town Council. It's encouraged for applicants to review the bylaws for the board or commission you're interested in before applying. It's a great way to make a meaningful impact in our community!

Check here to see all boards and commissions: https://www.crgov.com/2273/Board-and-Commission-Vacancies



New in Town
Finance Department

273
Total businesses licensed in March

38
Businesses licensed in Castle Rock

36
Businesses licensed in Colorado but outside of Castle Rock

199
Businessess licensed out-of state

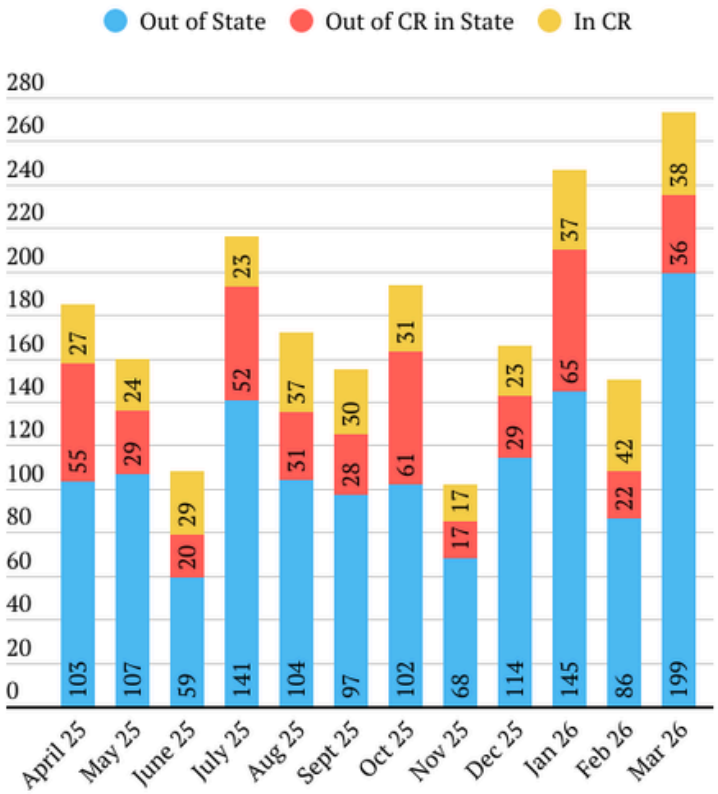
New in Castle Rock!



New in Castle Rock—check out J. Young Spa! Offering a range of services like massages, facials, and holistic treatments, they focus on relaxation, rejuvenation, and overall well-being in a calm, welcoming environment. It's a great spot to unwind and invest in a little self-care.

Location: 5050 Factory Shops Blvd Ste 930 studio 16

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 February 2026 on Next Page.

Businesses Licensed in Castle Rock March 2026

1574 Olympia Circle #102 LLC	Long Term Rental
202 October	Short Term Rental
403B Anderson	Short Term Rental
452 Black Feather LLC	Long Term Rental
Avant SKin and Wellness	Telemedicine, Concierge Aesthetics, Weight Loss, Lab Reviews & Wellness Plans
BellaPure Tallows	Skin Care Products
Castle Rock Aeration and Power Raking Ltd	Lawn Care Services
Catalyst Hat Company	Western Apparel
CB Creating Balance	Artwork
Clydesdale Interiors LLC	Interior Design
Crumbl Cookies (New Owner)	Cookies
Dezra Properites	Long Term Rental
For the PC	Sports Trading Cards and Collectibles
J Young Spa LLC	Facials and Lash Extension
Kindred Rentals Co	Wedding Rentals
Landlord	Long Term Rental
Life Minutes LLC	Long Term Rental
Linda Abnb	Short Term Rental
Little Montauk Collective LLC	Clothing
Live 2B Healthy	Senior Fitness Programs
LoveStories Bookseller Ltd	Books
Mark Johnson Consulting Services LLC	Consulting Services
Mason Law and Planning Group	Law Firm
Mason Steele	Short Term Rental
McDonough Law Group	Legal Services
Mountain Luxe RV	Recreational Vehicle Sales
Ramirez Family Enterprises	Long Term Rental
Service Street Tire & Auto Repair	Automotive Repair, Maintenance & Tires
Skilled Fit Staffing	Staffing Services
Skinjevity Esthetics	Skincare and Facials
Starbird Chicken	Fast-Food Restaurant
Stillness Renewal	Handcrafted Gemstones Bead Bracelets and Related Wellness Accs.
TheBuyersCut LLC	Consumer Electronics, Beauty Products, and Handbags
Villarrentals LLC	Long Term Rental Property 1
Villarrentals LLC	Long Term Rental Property 2
Warrior Insurance and Service Group	Insurance
Warrior Insurance and Service Group	Insurance
Welch	Short Term Rental
Zettie Chin-Fong	Long Term Rental



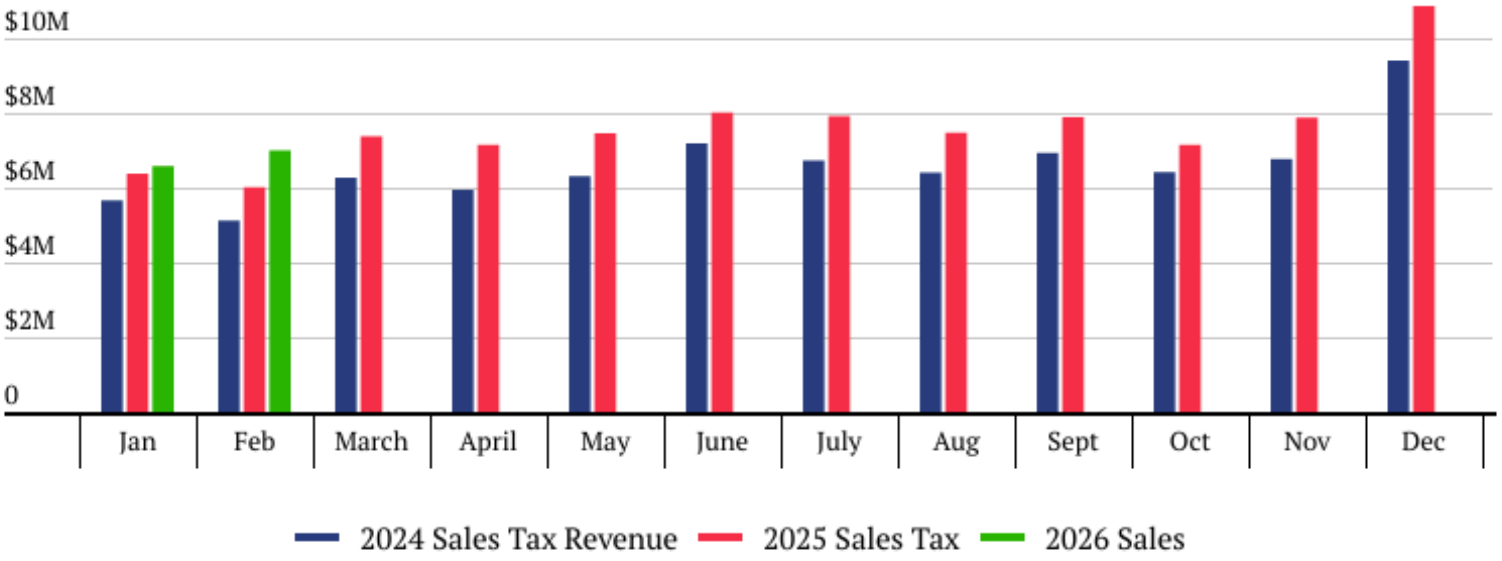
Revenue Updates
Finance Department

113,508
Collected from delinquent accounts in March for the month of January.

113,508
Year-to-date delinquent account collections.

176
Audits in process

$712,619
Audit revenue collected for the month of January.



December	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
2025	$6,085,982	$560,607	$5,525,375	2025 YTD	$12,538,929	$1,249,889	$11,289,040
2026	$6,986,593	$1,074,762	$5,911,831	2026 YTD	$13,581,057	$1,573,358	$12,007,699
Dollar +/-	$900,611	$514,155	$386,456	Dollar +/-	$1,042,128	$323,469	$718,659
Percent Change	14.8%	91.7%	7.0%	Percent Change	8.3%	25.9%	6.4%

Sales tax collections for February were up **14.8 percent, or up $900,611** compared to February 2025. Year-to-date (YTD) collections are up **$1,042,128 or 8.3 percent** compared to the same time frame in 2025. 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.

APRIL

- Budget Amendment 1

Questions or Concerns?

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

2026 **APRIL**

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

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

0
New Hires for Month of March

3
Interviews Conducted in the Month of March

4
Current Job Openings

26
Total Candidates Hired to Date

March has been a busy and exciting month for our team!

We've spent much of our time interviewing and meeting with candidates, working to find the right fit for our team. It's been a great experience connecting with so many individuals and learning more about what they bring to the table.

We've also appreciated the opportunity to collaborate throughout the process and gain different perspectives along the way.

Overall, it's been a rewarding month, and we're looking forward to what's next as we continue moving through the process!



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



Trish Muller, CPA
Finance Director

Town of Castle Rock Colorado

Castle Rock Fire and Rescue Department

An Internationally Accredited Fire Rescue Agency Since 2012

March 2026 Monthly Report

Department News: Investigating the cause and origin of fires.







Operations Division:

Deputy Chief Oren Bersagel-Briese

Deputy Chief Commentary:

March included a coordinated update to several Administrative Directives that directly impact staffing, assignments, and member stipends across the organization. These changes reinforce a more structured and operationally driven approach to shift bids, certain overtime opportunities, specialty station staffing, and stipends, while also introducing a process for voluntary demotions or pay grade reductions. These also contribute to the shifting EMS cultural landscape and the next steps in the formal implementation of specialty stations. Collectively, the updates align policy with the direction we have been moving over the past year and are representative of a great deal of collaborative work from many people.

EMS: The BLS Attending Program is underway, with several members now cleared, including Matthias, Adams, Capper, Tafoya, Mandl, Rucker, and Anderson, and additional members progressing through the process. This continues to build consistency in how crews operate, and with the clarification that the paramedic role is not a promoted position, patient care responsibility remains with the paramedic while both crew members share operational responsibilities once cleared. The Handtevy contract has been finalized, and Murphy, Dickson, and Petau have begun Train-the-Trainer efforts ahead of full implementation, with EMS training concluding in early April and including the addition of Cardizem for select cardiac presentations. We also continue to work with Dr. McDaniel on operational priorities, including responses to the Alexander/Briscoe/AH-CR medical office buildings, evaluating spinal immobilization practices, and developing stimulus kits to better support patients with autism. Finally, congratulations to Carlie Dickson for earning her Chief EMS Officer credential through CPSE!

Special Operations: The program has transitioned to a two-tiered leadership model consisting of discipline-specific Leads (Trench, Rope, Confined Space, Ice/Water, and Structural Collapse) and Coordinators who oversee cross-discipline coordination, specialty station operations, and regional partnerships. Lt Robberson has transitioned into the Technical Rescue Coordinator role, with Capt. Peery (Heavy Extrication), Capt. Moore (Wildland), and Lt. Travis (Hazmat) supporting their respective areas. Technical Rescue personnel continued attending advanced courses, including Rigging for Rescue and Elevated Safety, while preparations continue for the upcoming Tech Rescue Academy. Hazmat completed a comprehensive audit of HM153, identifying equipment gaps and aligning needs to budget asks, while maintaining engagement with regional partners and state-level coordination efforts. The Wildland program maintained coordination with metro-area Emergency Managers on WICC response, while also working through an internal program evaluation. Extrication efforts focused on apparatus audits (COLL155, E154, and E152), identifying equipment needs and submitting a targeted budget request, while continuing development of a formalized response plan.

Pipes and Drums: The band was busy this month with the St. Patrick's Day celebrations, including playing at 105 West and at the Denver parade as part of the Colorado Emerald Society. Members also played with the Emerald Society at the South Metro Firefighters Foundation's annual tapping of the Rock Bottom Brewery's Fire Chief Ale.

We are currently working on the following projects:

- Station 156 design
- SOG/Admin Directive updates
- Specialty station staffing plan
- Updating our bunker gear spec

We also:

- Participated in a Compliance Team meeting
- Held an Apparatus Team meeting
- Attended the NFFF 9/11 Memorial Stair Climb Coordinator's meeting
- Participated in station visits as part of the Vision/Values rollout
- Attended a county meeting on the Wildfire Resiliency Code implementation

Customer Service:

Measurable Outcomes - Rating of 4 or better on customer survey cards 100% of the time
March 2026…100%

Of the 8 customer survey cards we received in March, all had an overall rating of 5. Some of the comments we received were*: "Everyone was fantastic! The EMT that rode in the back of the ambulance with me was comforting & calm & very professional."* Another read*; "Excellent care & team work. Calm & professional. Explained all the details of care & were exceptional communicators. Took great care in transport of my husband to ER."*

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 March, we responded to 601 calls for service. For the year, we have now responded to 1754 calls, which is 27 more than at the same point in 2025. We averaged 19 calls per day for the month.

Of the 601 calls this month, 12 were fire-related, 33 were considered hazardous in nature, 93 were public service (including alarms and citizen assists), 359 were EMS calls (including motor vehicle crashes), and the remaining were miscellaneous. In March, we transported 289 patients to area hospitals, with 230 transported to Castle Rock, 47 to Sky Ridge, and 12 to other facilities.

Busiest Fire Station	Busiest Engine/Quint	Busiest Medic Unit
Sta154 with 428 responses	E154 with 238 calls	M154 with 190 calls

Significant Incidents:

In March, CRFD responded to 10 cardiac arrests and a residential structure fire in the Cobblestone neighborhood.

House fire in the Cobblestone neighborhood









Administration Division:

Fire Chief Norris Croom

Key Admin Issues:

We met with our members from all stations and all divisions to present and discuss our new Vision Statement and our new Values. It was important that we conducted these meetings in person to explain how we arrived at the end product. With a formal rollout to occur in April, our new Vision Statement is ***Rock Solid. Relentless Service.*** and our new Values are ***Unity, Passion, Accountability, and Respect.*** We also defined what our Vision and Values mean so that everyone understands who we are, what we are, and where we are going.

The mitigation of about 23 acres of the forested portion of the Metzler Family Open Space along Crowfoot Valley Road was completed in March. CSFS had advised there was a significant amount of beetle kill and infestation, so that was the primary focus in addition to the wildfire mitigation.





The Station 156 and Logistics Center construction contract was approved by Council on March 3. We have secured all of the necessary funding, finalized plat, PD amendment, and construction drawings, are working to obtain all of our necessary permits, and will begin construction hopefully sometime in April. The official ground breaking is scheduled for April 8 at 1600 hours on site.

Fire Chief Commentary:

Due to continued dry weather conditions, we remain in Stage 1 Fire Restrictions along with Douglas County. There is no significant relief in sight in the long-range forecasts, and we will continue to closely monitor conditions for any changes. This is the longest we have ever been in continuous restrictions as we implemented the current Stage 1 restrictions on December 15, 2025. We continued to see wildland fires this past month, and are working closely with our fire service partners and National Weather Service as well as Douglas County OEM to ensure an adequate response to any wildland fire starts.

Bob Norton, with Norton Development Group, continued his work with us for two days in March, with one day focusing on developing the basis to start a new strategic plan, and the second day focused on position expectations training. We will host a two-day strategic plan session in early May for our members, and plan to implement the position expectations as well.

Fire and Life Safety Division:

Division Chief Kevin Sullivan

Fire and Life Safety Division Summary:

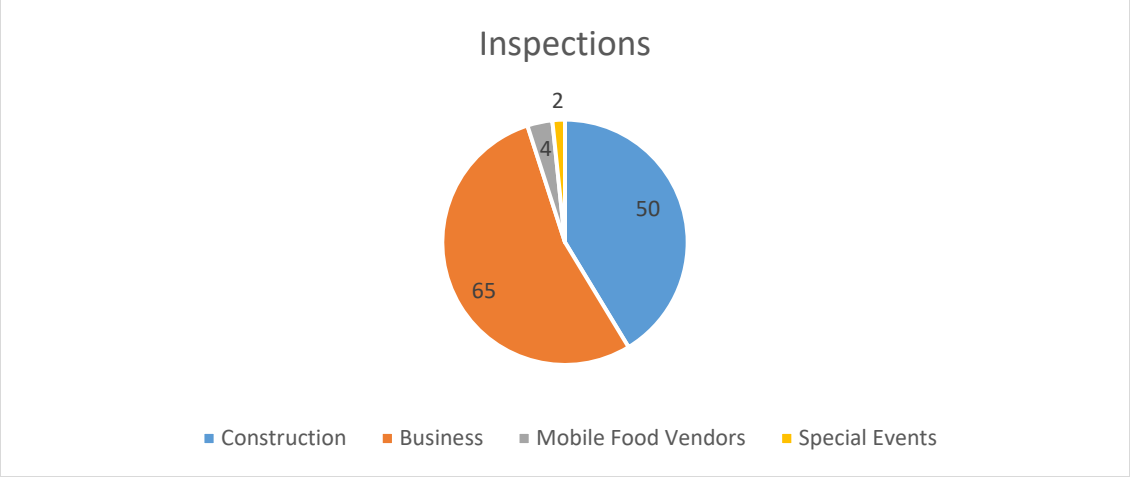
In March 2026, Castle Rock Fire and Rescue's Fire and Life Safety Educators reached 312 people through four public education and community events, delivering 10.5 hours of education. Of those reached, 182 were children and 130 were adults. In addition, 10,444 digital contacts were made through HOA email distributions, significantly extending wildfire preparedness messaging throughout the community.

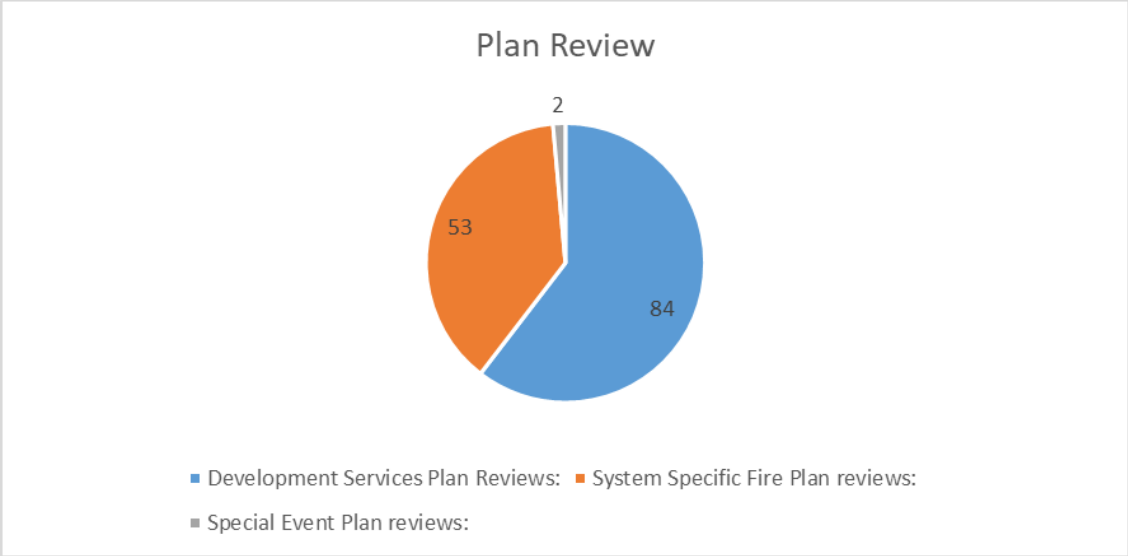
March outreach centered on wildfire preparedness, including public messaging focused on practical steps residents can take to reduce risk and protect homes and property. Staff also attended the Wildland-Urban Interface Conference in Reno and related best-practices training focused on wildfire mitigation, resilience, and community preparedness. CRFD continued tracking updated mobile food vendor permitting requirements and is developing strategies to support future education and implementation. The Town's adoption of the Colorado Wildfire Resiliency Code further strengthened local wildfire risk-reduction efforts through enhanced standards for defensible space and structure hardening.

Additional public education highlights included youth firesetter intervention training, school-based fire safety outreach during Meadow View Elementary's Read-A-Thon, support for BLS instructor certification, participation in the Battle of the Badges blood drive, and engagement with students at the DCSD Legacy Campus Career and Hiring Fair. CRFD also completed 15 car seat checks in March, correcting 9 installation errors and continuing to provide valuable child passenger safety education to the community.

Digital engagement remained strong. During the February reporting cycle (one month in arrears), 1,875 PulsePoint users following CRFD had CPR alerts enabled, with 6,582 monthly active users overall. CRFD's Facebook content also continued to generate strong community reach and engagement, helping reinforce public safety messaging beyond in-person events.

These efforts supported a broader month of strong division activity, which included 121 inspections, 139 plan reviews, 1,603,517 square feet inspected, 26 permits issued, 16 permits closed, and ongoing response to customer inquiries, complaints, and fire/life safety follow-up activity. CRFD also completed its featured segment for the Bucket Brigade campaign, which will help promote fireworks safety education nationally.





SQ FT Inspected: 1,603,517

Complaints: 8 **Citations:** 0 **CWPP contact hours:** 3

CORA Requests: 10 **Fire Prevention Customer Inquiries:** Ongoing

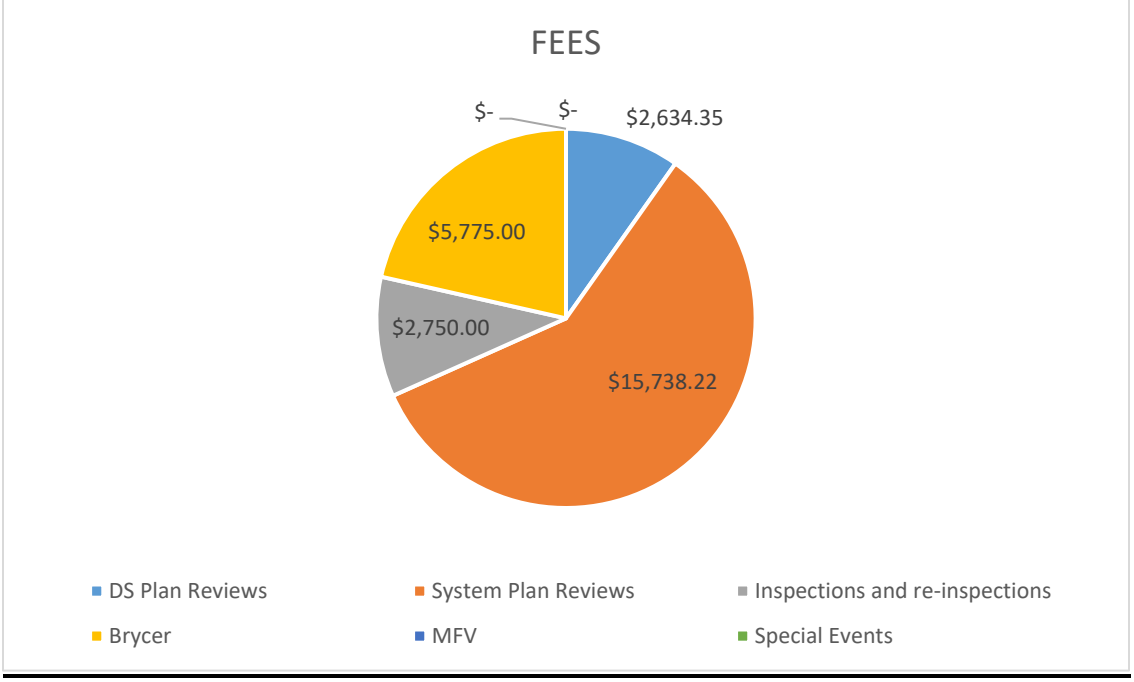
Fire / Investigation Responses: 5 Responses and follow-ups

Unmanned Aerial Vehicle Flights: 0

Development Services Meetings: 36

Stop Work Orders: 1 **Fire Watch:** 1 **Permits Issued**: 26 **Permits Closed:** 16

Fees brought in from the Division:



FEES RECEIVED	
DS Plan Reviews	$ 2,634.35
System Plan Reviews	$ 15,738.22
Inspections and re-inspections	$ 2,750.00
Brycer	$ 5,775.00
Totals	$ 26,897.57

Public Educators Sanderlin and Duncan all set for a career fair



Training Division:

Division Chief Jeff Hood

Division Commentary and Happenings: Members completed 2,696 hours of training in March. Priorities focused on sustained wildland readiness, improving core operational capabilities, and continuing realistic, district-relevant training through building walk-throughs and live fire work.

Department-Wide Wildland Training: Department-wide wildland training continued through March with members completing shelter deployments, gear inspections, and case study reviews to reinforce decision-making, readiness, and expectations during wildland incidents.

Large Area Search Improvement and Rollout: After reviewing our current large area search practices against industry direction and identifying opportunities to improve tactics, we piloted an updated tactic with select crews and received strong feedback. The Division secured a training area agreement with Sunset Stone to deliver department-wide large area search training in April.

Building Construction Walk-Throughs: Walk-throughs continued at 414 Wilcox, reinforcing construction recognition and operational considerations in legacy buildings. Planning is underway for a walk-through at The View, a six-story mixed-occupancy building (commercial on the first floor with residential above) that represents a new construction profile for the district.

Burn Cell Training: With support from the tower maintenance team, live burn cell training continued in March. These evolutions continue to provide high training value by allowing crews to observe and manage fire behavior in modern fuels and materials in a controlled setting.

Hospital Area Command: The Training Division secured a date with retired Clark County Fire Department Chief Greg Cassell to present on Hospital Area Command (HAC), a standardized approach developed in Southern Nevada to improve coordination between fire/EMS and hospitals during high-volume patient surge events.

Engineer Promotional Process and Acting Engineer Academy: Work continued with CPS on the development of the June Engineer promotional process. The Acting Engineer Academy was finalized and is scheduled to kick off in April.

2026 Hiring Process: The 2026 process continued in March, including final interview scheduling for eleven eligible candidates. Current planning includes one candidate already in line for hire, with an anticipated three additional hires from this interview group.

Shift Training Officers: STOs delivered another heavy month of shift training which included many topics such as VES, EV car fires, ventilation, rope rescue, confined space, and defensive operations. STOs also continued supporting acting lieutenant and new-hire rotations.

Other Division Happenings:

- Work continued on the development of an Acting Safety Officer class later this year.
- Continued oversight and completion tracking for the Traffic Incident Management (TIM) Responder Training assignment.
- Continued support to the Administrative Division during the administrative assistant hiring process.
- Coordinated with Logistics and R&D to finalize planning for an extrication tool demo day.

EV fire drill



Large area search training



Burn cell training





Logistics Division:

Division Chief Jeff Wenzel

Division Commentary and happenings:
March was a productive month for the Logistics Division, highlighted by fleet enhancements, equipment readiness, infrastructure evaluations, and professional development.

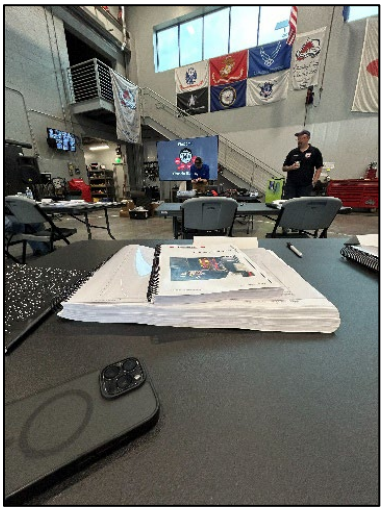
The Logistics team successfully completed the upfit of the Fouts engine, and it has now been placed into the reserve rotation, strengthening fleet readiness and operational continuity. Additionally, snow chains at all stations were inspected and inventoried, ensuring preparedness for adverse weather conditions. As a reminder, chains can be stored in the orange Home Depot buckets or bags they were delivered in.

Engine 156 has completed its radio installations and is currently awaiting the installation of new equipment prior to being placed into service. This milestone brings the apparatus one step closer to full operational readiness.

Representatives from Nederman Exhaust Systems accompanied the Logistics Division for an in-depth assessment of station exhaust removal systems. Their evaluation will support the acquisition of appropriate hoses and the retrofitting of new transmitters, ensuring compliance safety, and improved system performance across our facilities.



Senior EVT Ben Jennings was recognized for his work assisting the crew of Engine 152 during an early morning tire blow out.



Professional development remained a priority this month. EVT Max Walter attended the Pierce Electrical Class at South Adams Fire Rescue. This training will enhance our ability to diagnose and repair complex electrical systems within the fleet, including specialized equipment such as the Command Zone unit.

In preparation for future operational needs, the Logistics Division acquired several used tire balancers from Town Fleet. These units will support the potential expansion of in-house tire balancing services once the Logistics Center becomes operational, improving efficiency and reducing service turnaround time.





Continuous Quality Improvement:

Accreditation Manager Katt Walsh

As CRFD moves into April and May, strategic planning takes center stage, serving as both the roadmap and compass that guide our service, strengthen our readiness, and turns our shared vision into action on the front lines. At its core, strategic planning defines our direction and aligns our resources to turn long-term goals into real, measurable results. It requires us to set clear priorities, identify key initiatives, and outline the steps needed to achieve them. Simply put, it helps us determine where we want to go, how we will get there, and how we will measure success, ensuring we are prepared, focused, and ready to serve our community at the highest level.

Just as importantly, strategic planning supports our people. It creates clarity around expectations, opens pathways for professional growth, and helps each member of CRFD clearly see how their role contributes to our collective success guided by our mission and values.

Strategic Planning:

The Center for Public Safety Excellence (CPSE) has a clear and widely adopted stance on strategic planning, particularly within the fire and emergency services profession. Their approach goes beyond support; it positions strategic planning as essential to organizational excellence, accreditation, and continuous improvement.

CPSE, through the CFAI model, requires a community-driven strategic plan as a core component of accreditation. It serves as a central pillar for demonstrating effectiveness and accountability and connects directly to:

- Community risk assessment
- Standards of cover
- Organizational self-assessment
- Defining mission, goals, and measurable objectives
- Identifying resource and funding needs

Our strategic plan must also be community driven. While input from the community is vital, it equally relies on engagement from all CRFD personnel. A key element of this process is understanding the alignment between what our community expects and what our department delivers.

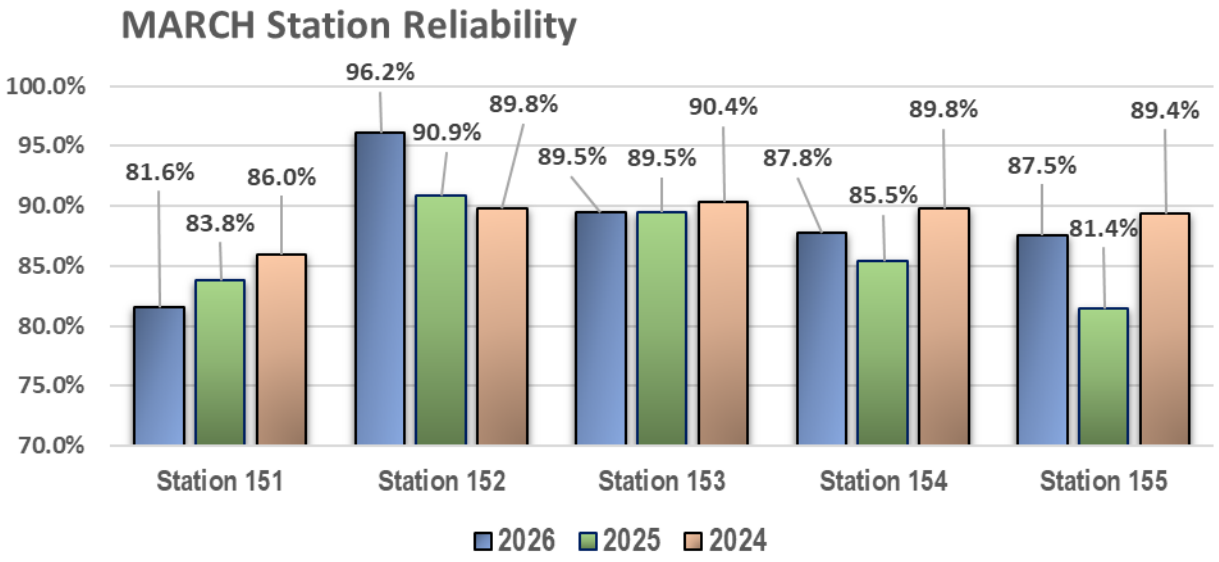
CPSE reinforces that strategic planning goes beyond an accreditation requirement; it is a commitment to excellence. It challenges us to look beyond today's demands and intentionally shape the future of our organization with input from those we serve and those who serve alongside us. Through a thoughtful, community-driven process, strategic planning connects our mission to measurable action, ensuring we remain accountable, adaptable, and forward-focused. It is not a document that sits on a shelf, but a living guide that drives continuous improvement, strengthens our service, and empowers every member to contribute to something greater than themselves.

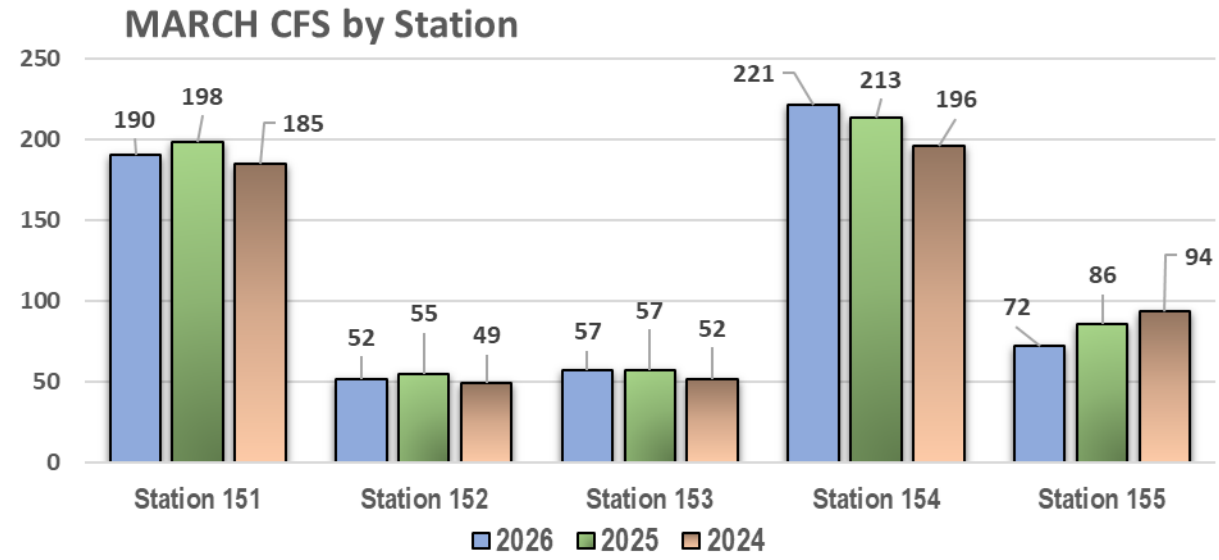
The renewal of our strategic plan is an opportunity for every member of CRFD, regardless of rank or assignment, to have a voice in shaping the future of our organization. Your experience, insight, and perspective are critical to ensuring this plan reflects who we are, what we do, and where we are

going. This is more than a process. It is our chance to strengthen our service, support one another's growth, and build a clear, unified path forward.

Together, we will create a plan that not only guides our direction but reflects who we are: ***Rock Solid. Relentless Service.***

March Station Reliability and Calls for Service:





TOWN OF CASTLE ROCK PARKS & RECREATION

Castle Rock

PARKS & RECREATION

March 2026

Monthly Report















AQUATICS PARKS & RECREATION

ARTS & ENRICHMENT PARKS & RECREATION

ATHLETICS & ADVENTURE PARKS & RECREATION

COMMUNITY EVENTS PARKS & RECREATION

EDUCATION PARKS & RECREATION

FITNESS & WELLNESS PARKS & RECREATION

UPCOMING
Events

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

APRIL 16

Parks and Rec Job Fair
3:30 to 6 p.m.
Recreation Center

APRIL 23

Wild in Our Town
6 to 7:30 p.m.
Philip & Jerry Miller Library

APRIL 24 & 27

Arbor Day tree planting
9 to 11 a.m.
24: Philip S. Miller Park
27: Cobblestone Ranch Park

MAY 2

Spring Up the Creek
9 to 11 a.m.
See location list

CAPITAL PROJECT UPDATES
Parks, Open Space & Trails

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

EMERALD PARK PICKLEBALL COURT IMPROVEMENTS

Pickleball court improvements are coming to Emerald Park this month (April), including the installation of an 18' x 18' metal shelter at the pickleball court plaza. During construction, the courts will be temporarily closed to allow for safe installation of the shelter. Benches and the trash receptacle will also be removed while concrete is taken out and replaced to accommodate the shelter's foundation. These improvements are part of ongoing efforts to enhance the player experience and support the continued growth of pickleball in the community.

Pickleball has seen significant growth in Castle Rock over the past decade. First introduced locally around 2012, the sport quickly gained traction after community members advocated for dedicated play space. Early play began at Founders Park using a repurposed inline rink with portable nets, and by 2016, increased demand led to the resurfacing of courts to create the Town's first dedicated pickleball facility. What began with a small group of players has since evolved into a thriving program supported by leagues, clinics and tournaments.

Today, Castle Rock offers 27 dedicated pickleball courts across town, reflecting the sport's rapid rise in popularity. The continued investment in facilities, like the upcoming improvements at Emerald Park, demonstrates the Town's commitment to meeting demand and fostering community through recreation. Pickleball has not only grown as a sport locally but has also become an important way for residents to connect and stay active. Construction is expected to take approximately one week.





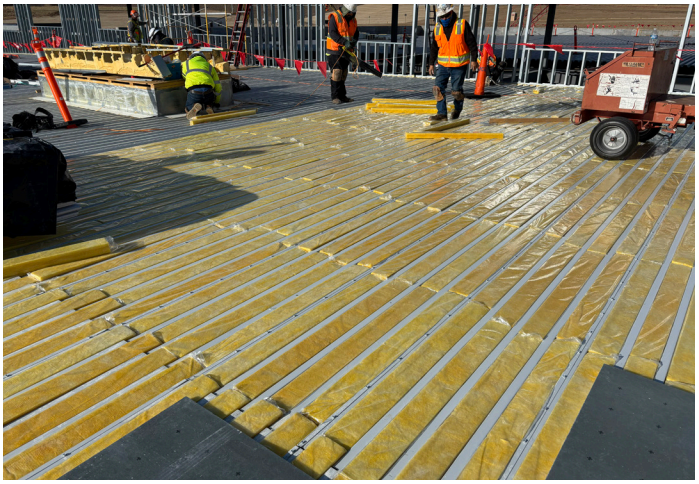


Location of shelter shown in blue

CAPITAL PROJECT UPDATES

Parks, Open Space & Trails







CASTLE ROCK SPORTS CENTER

Construction continued this month on the Town's much-anticipated indoor recreation facility, the Castle Rock Sports Center. The 145,000 square-foot facility will serve as a premier destination for sports, recreation and community wellness in Castle Rock.

Work progressed steadily throughout the month, with several key structural and vertical construction milestones achieved. Mid-month, crews began placement of slab-on-grade concrete in multiple areas of the facility, including the multi-purpose spaces and locker rooms. This work represents a significant step forward in establishing the building's interior floor systems and advancing overall structural completion.

At the same time, installation of the natatorium roof system commenced, continuing progress on enclosing the aquatic portion of the facility. The Town also celebrated a major milestone with a topping off ceremony, marking the placement of the final structural steel beam and highlighting the project's vertical progress.

Toward the end of the month, crews prepared to begin installation of roof steel for Competition Gymnasium D, continuing momentum on the facility's structural framework and bringing additional program spaces closer to completion.

Photos at left highlight construction progress and show, from top to bottom, locker room flooring, natatorium roof installation and competition gym entrance steel placement. All photos were taken March 22.

The facility, located on 10.1 acres off Prairie Hawk Drive, remains on track for a summer 2027 opening.

CAPITAL PROJECT UPDATES
Parks, Open Space & Trails

LOST CANYON RANCH OPEN SPACE

Lost Canyon Ranch Open Space continues to take shape as one of Castle Rock's most significant conservation and recreation projects. This 681-acre property was preserved to protect its rolling grasslands, ponderosa forests, canyon landscapes and wildlife habitat, while providing future low-impact public access.

March brought continued progress across multiple areas of Phase 1 construction, with a focus on roadway improvements, trail development and trailhead construction. Along the internal access road leading to the Creekside trailhead, crews completed installation of road base and are preparing for final grading and compaction ahead of asphalt paving. Additional work is underway to evaluate and install internal roadway fencing to support long-term site management.

At the Creekside trailhead, construction of visitor amenities is nearing completion. The retaining wall is approximately 90% complete, while concrete stairs, sidewalks, curb and gutter have been installed. ADA parking stalls are currently being poured, and the adjacent Willow Creek ADA-accessible trail is approximately 95% complete. Design elements such as chicanes have been incorporated to maintain accessibility while limiting bike access along the path. Work is also progressing at the Cattleman's trailhead, where concrete improvements are complete, and coordination continues on securing on-site structures. Across the site, erosion control and stabilization efforts remain ongoing to protect natural resources as construction advances. In addition to field work, planning and coordination efforts continued throughout the month. Plans for entryway improvements and traffic calming measures along Lost Canyon Ranch Road have been distributed for review, and staff are coordinating with a sign fabricator on wayfinding and trailhead signage. On March 24, Town Council approved change orders to allow for road base installation, a key step needed to advance toward final paving.

These efforts reflect the Town's continued commitment to balancing public access with preservation of natural and cultural resources. As construction progresses, Lost Canyon Ranch remains on track for an anticipated public opening in 2026, when residents and visitors will gain their first opportunity to experience this unique landscape.







OPERATIONAL
Insights and Updates

Program and Event Updates

SUMMER CONCERT SERIES CELEBRATES 10TH ANNIVERSARY SEASON

Planning is underway for a milestone 10th anniversary season of the Summer Concert Series, one of the Town's premier community events and a cornerstone of summer programming in Castle Rock. Hosted at the Amphitheater at Philip S. Miller Park, the series continues to draw regional attention as a high-quality outdoor venue along the Front Range, featuring nationally recognized artists and creating memorable experiences for residents and visitors alike.





Over the past decade, the Summer Concert Series has grown significantly in both scale and reputation, regularly attracting Grammy-nominated and nationally touring performers. The event has become a signature offering for the community, contributing to Castle Rock's identity as a destination for live entertainment while supporting local economic activity and community engagement.

The 2026 lineup reflects continued investment in diverse, high-quality programming, with performances scheduled throughout the summer season:

- June 26: Marshall Tucker Band
- July 18: Jackson Dean
- Aug. 1: Fitz and the Tantrums (Colorado Day show)
- Aug. 15: Cheap Trick
- Aug. 29: Still the Same: A Bob Seger Tribute with the Denver Pops Orchestra

Staff across multiple divisions are coordinating efforts to ensure a successful season, including event logistics, marketing, sponsorships and operational planning. As the series enters its 10th year, the focus remains on delivering a safe, engaging and high-quality experience that continues to meet community expectations and build on the program's long-standing success.

ENHANCEMENTS COMPLETED IN TYKE'S TOYLAND CHILD WATCH AREA

Recent improvements were completed in the Recreation Center's Tyke's Toyland child watch area, enhancing the space for both staff operations and participant experience. The room, which provides on-site child watch services for children ages one to eight while parents use the facility, received a comprehensive refresh.

Upgrades included replacing carpet tiles with luxury vinyl tile (LVT) flooring, allowing for easier cleaning, improved durability and enhanced sanitation. Walls were repainted, and a new commercial-grade sink was installed to support more effective cleaning and sterilization of toys and surfaces. Outdated furnishings, including an old refrigerator and toys, were removed to create a more streamlined and hygienic environment. In addition, a new check-in desk and gate system has been ordered and is expected to be installed soon, which will further improve security and operational efficiency.

These updates support a safer and more sanitary space for children while making daily operations more efficient for staff. The improvements also align with the department's commitment to maintaining high-quality, family-friendly amenities that meet the needs of Recreation Center users.

OPERATIONAL
Insights and Updates

THERAPEUTIC RECREATION PROGRAM SUPPORTS CONTINUED ENGAGEMENT AND GROWTH

The department's Therapeutic Recreation program continued to provide inclusive and meaningful recreation opportunities throughout March, serving a diverse group of participants across a variety of program offerings. Activities focused on promoting physical activity, social connection and skill development included adaptive swim lessons, water aerobics, fitness-based programs, creative arts experiences and community outings. Participation remained strong across programs, with several offerings reaching capacity and generating waitlists, demonstrating continued demand for inclusive recreation opportunities within the community.

Signature programs such as Special Olympics basketball and swim teams also saw strong participation, supporting ongoing skill development and team-based engagement. Additional offerings, including adaptive fitness and arts-based programs, provided participants with opportunities to build confidence, independence and social connections in supportive environments.

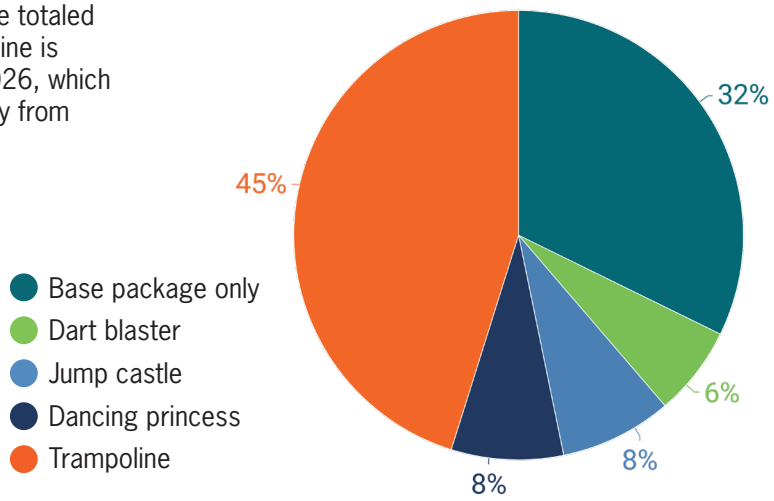
Looking ahead, staff are preparing for a robust lineup of spring and summer programming. Upcoming opportunities include community outings to mini golf and the Cheyenne Mountain Zoo, expanded fitness offerings such as Water Aerobics and Move and Groove, athletics programs including golf and bocce ball, and summer camp experiences designed to further enhance participation and engagement across the Therapeutic Recreation program.





BIRTHDAY PARTY PROGRAM UPDATE

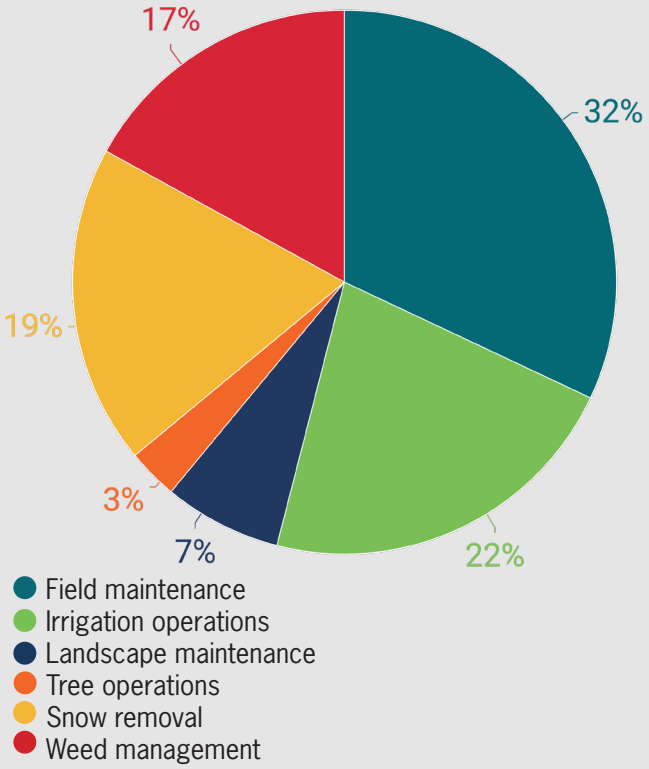
March birthday party activity remained steady, with 63 parties hosted across facilities, compared to 84 in March 2025. Attendance totaled 799 children, a slight decrease from 853 last year. The decline is likely influenced by unseasonably warm weather in March 2026, which may have shifted demand toward outdoor activities and away from indoor party bookings.



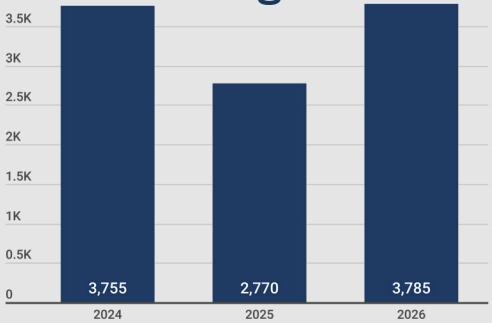
MARCH OPERATIONS
By the Numbers

Parks Maintenance and Operations

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



RockREC Registrations



This data represents the number of online program registrations completed via the RockREC app or the desktop version of the site, Recreation.CRgov.com, in March '24 - '26.

POST Partners Volunteer Program

567 volunteers

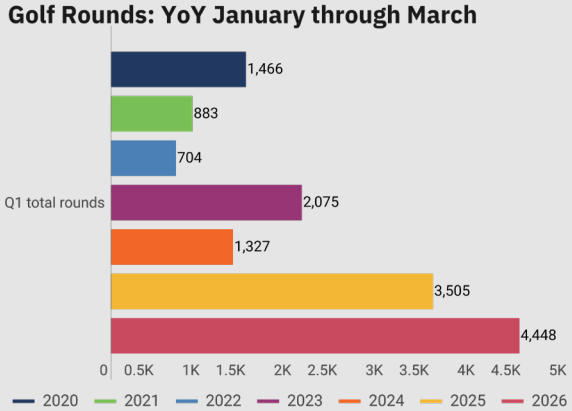
1,235 volunteer hours

25 events

210 trash bags collected

Red Hawk Ridge Golf Course

Golf Rounds: YoY January through March



Park Pavilion and Trolley Rentals

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

Pavilions at Town parks are also available for rent throughout the year, with the rest being available on a first-come, first-served basis. Rental numbers for both assets typically slow with colder weather.

3 trolley rentals



11 pavilion rentals



Monthly report: March 2026

▶ SPOTLIGHT ◀



Castle Rock Police Celebrate Colorado and America with Commemorative Badges

Castle Rock officers stepped out in the month of March wearing something new on their uniforms—a badge unlike any before. In recognition of the 250th anniversary of the signing of the Declaration of Independence and the 150th anniversary of Colorado's statehood, members of the Castle Rock Police Department chose to purchase commemorative badges of their own to honor these historic milestones. Each badge serves as a tribute to the history and enduring heritage that continue to shape our community.

The badge serves as a unifying symbol for the department, connecting present-day service with the enduring principles that define both the nation and the state. It reflects a shared commitment to uphold the ideals of liberty, responsibility, and community that have guided generations before.

Worn with pride, it reinforces the idea that the policing profession is not only about maintaining order, but also about preserving the legacy of freedom and progress that shapes Castle Rock.



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.

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 | **33** support staff

Crime: Person*

Crime	Feb. 2026	2026 Total YTD	2025 Total YTD
Sex offenses	2	5	1
Aggravated assault	1	4	4
Simple assault	16	25	31

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

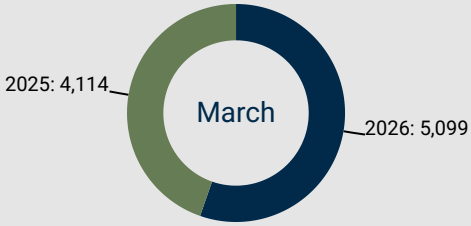
Crime: Property*

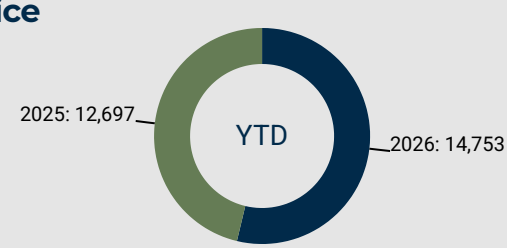
Crime	Feb. 2026	2026 Total YTD	2025 Total YTD
Burglary	2	4	5
Robbery	0	1	0
Motor vehicle theft	0	3	11
Theft from motor vehicle	3	11	2

Crime: Total offenses

Crime	Feb. 2026	2026 Total YTD	2025 Total YTD
Persons crimes	26	42	42
Property crimes	77	185	142
Society crimes	11	29	31
Total	114	256	215

Total calls for service





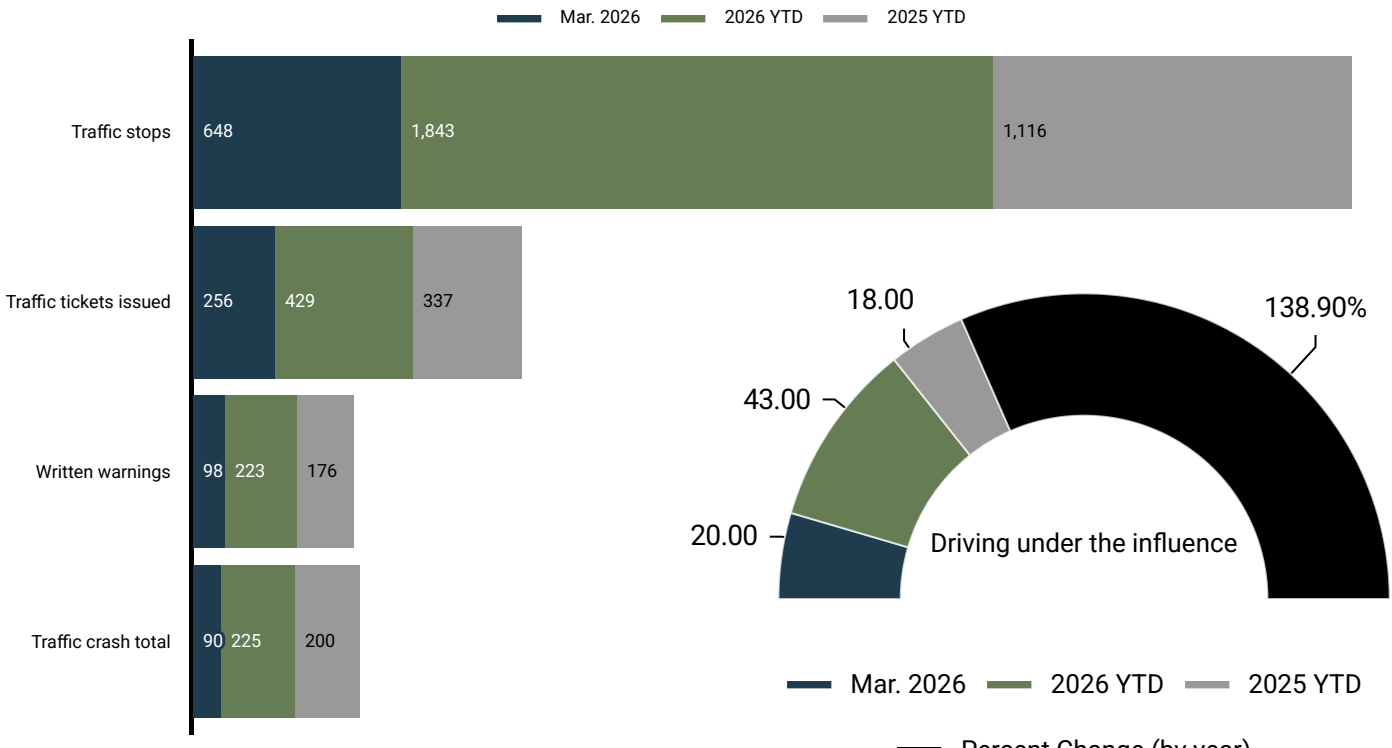
Priority 1 calls

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

93 Total Priority 1 calls for the month

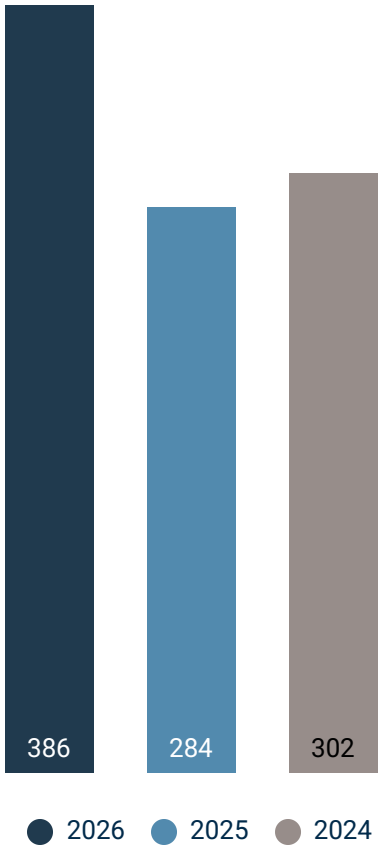
6:98 Average time dispatch to arrival

Traffic safety

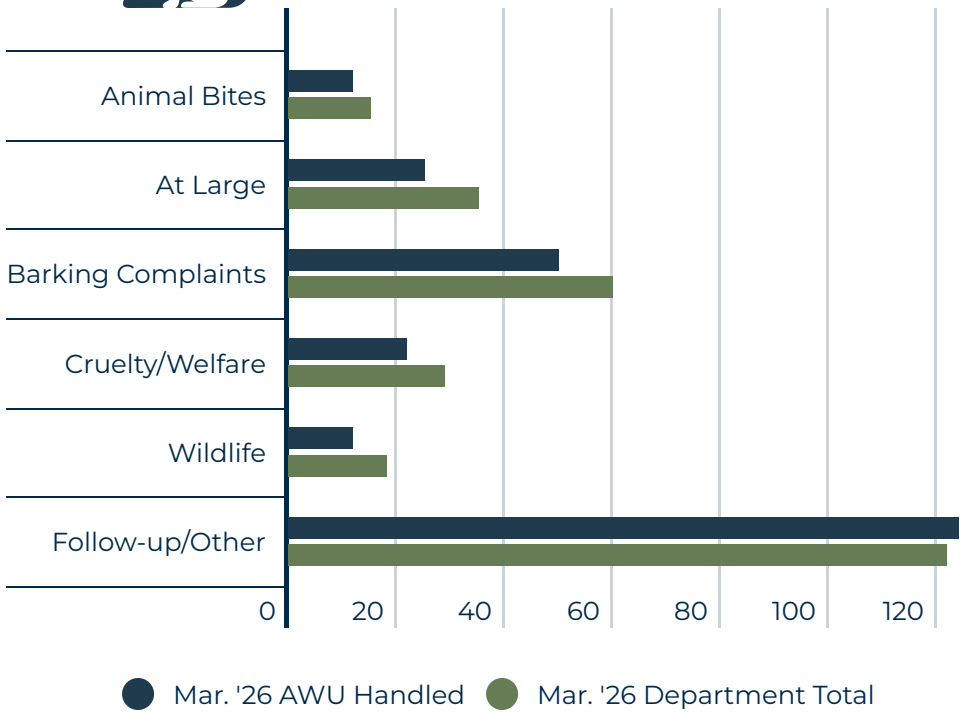


Additional Performance Measures

Community Response Team: Calls for service

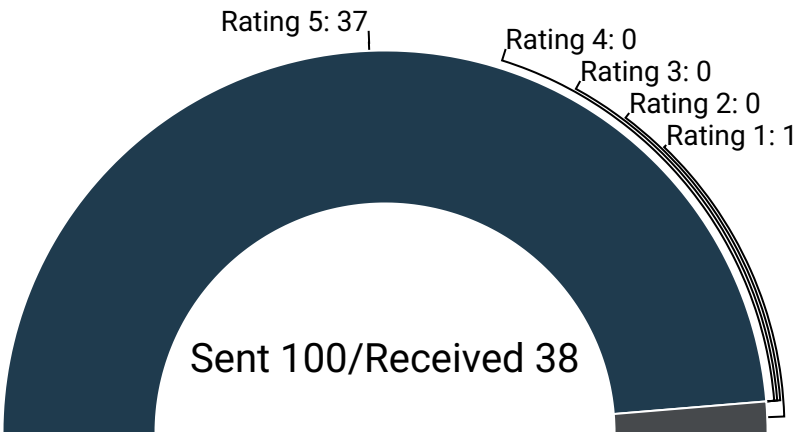


Animal Welfare Unit: Calls for service



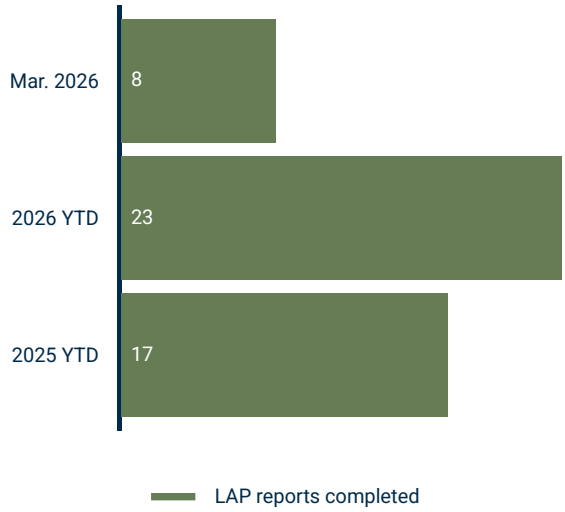
Customer survey results

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

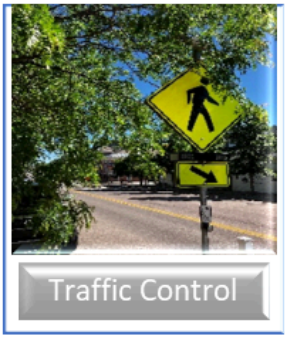
The Lethality Assessment Program (LAP) tool is designed to reduce risks, save lives and involves an assessment by policing personnel to determine risks in collaboration with community-based victim service providers. More information can be found at LethalityAssessmentProgram.org.

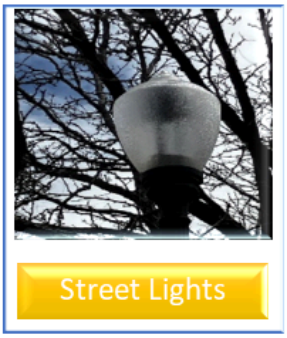


Monthly Report

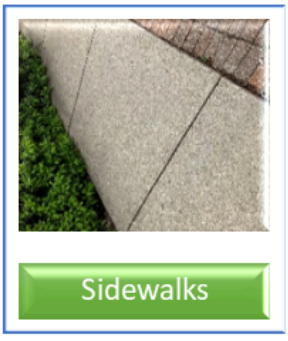
March 2026

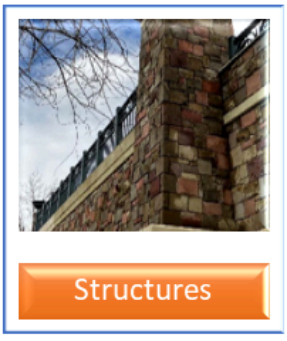




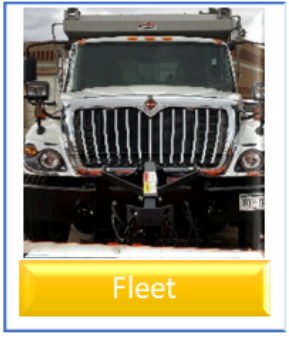












Capital Improvement Program projects

Crystal Valley interchange



The Crystal Valley Interchange project continues to make steady progress, with construction becoming increasingly visible as the southbound on- and off-ramps begin vertical development. A key upcoming milestone is the setting of girders, scheduled for late April to early May. Work has also advanced on the northbound ramps, where paving is underway and remains a top priority to enable opening to the public as soon as possible.

Phase: Construction
Targeted Construction Completion: Summer of 2027

Fifth Street Widening

Construction continues with particular focus on the project's largest scope item, the Valley Drive retaining wall. During the month of March, crews also completed waterline relocations and Century Link Communication facility relocations.



Project Phase: Construction of Phase 1 Improvements
Target Construction Completion: Phase 1 - Late 2026
***Note:** Phase 2 design updates are 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

Underground utility work largely wrapped up, including new sanitary sewer manholes and waterline installed in partnership with Castle Rock Water. Concrete work in the median area continued through the month with placement of median curb and gutter throughout the project limits.



Project Phase: Construction
Targeted Construction Completion: Fall of 2026

Wolfensberger Widening improvements project



Right of way acquisition efforts are ongoing. Staff is working on scheduling closings and continuing to develop offers and Purchase & Sale Agreements for property owners to review.

Project Phase: ROW Acquisition
Targeted ROW Completion: Winter of 2026

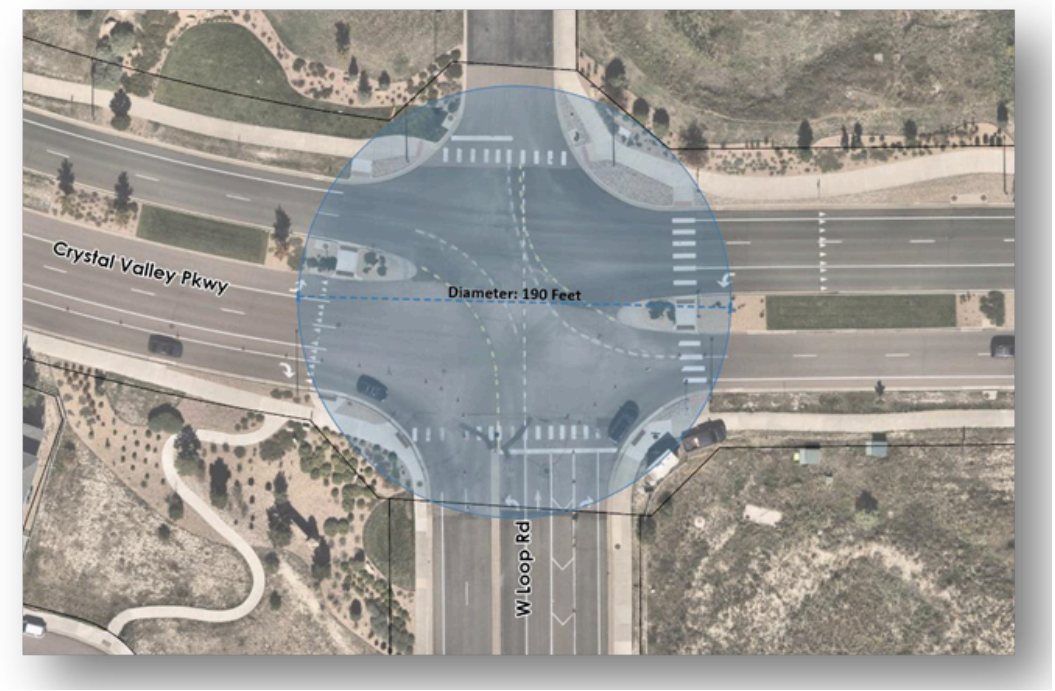
Canyon Drive Sidewalk



Civil Specialties was selected as the contractor. The resolution for their contract goes to Town Council on April 7th. Construction is expected to start May 4th.

Project Phase: Construction
Targeted Construction Completion: Summer of 2026

West Loop Road Roundabout



The contract for design for Kimley-Horn has been fully executed and a design kick-off meeting will be held April 8th.

Project Phase: Design
Targeted Design Completion: Winter of 2026

Pavements

Staff is currently busy inspecting pavement repairs which are being performed prior to the asphalt overlay treatment.. Repairs are being performed in the Sapphire Point and Terrain areas.





Due to the mild winter weather, the crews got an early start on the crack seal season. The team treated 32.9 lane miles as part of the maintenance program, with this year's efforts focused in the West Meadows area. In total, crews used 12.6 tons of crack seal material during this operation.

The team also continued pothole mitigation efforts, utilizing nearly 3,000 pounds of cold mix asphalt to repair 197 potholes throughout Town. Additionally, hot mix operations began toward the end of the month as one asphalt plant opened for the season. Crews used just over 6.5 tons of hot mix asphalt to complete two patches.

Downtown AM sweeping began early, as conditions warranted cleanup and the weather was cooperative. Post-storm sweeping was also completed following minor snow and ice events. Combined, the team swept more than 709 lane miles of roadway during the month, removing 116.5 cubic yards of material.

There were two snow events totaling 10.9 inches, that required crew deployment. In total, the team dedicated 458.7 hours to keep Town roadways open and as safe as possible. Crews applied 157 tons of Ice Slicer and covered more than 7,000 miles during these two storm responses.

Sidewalks

Street Repairs and Safety Projects

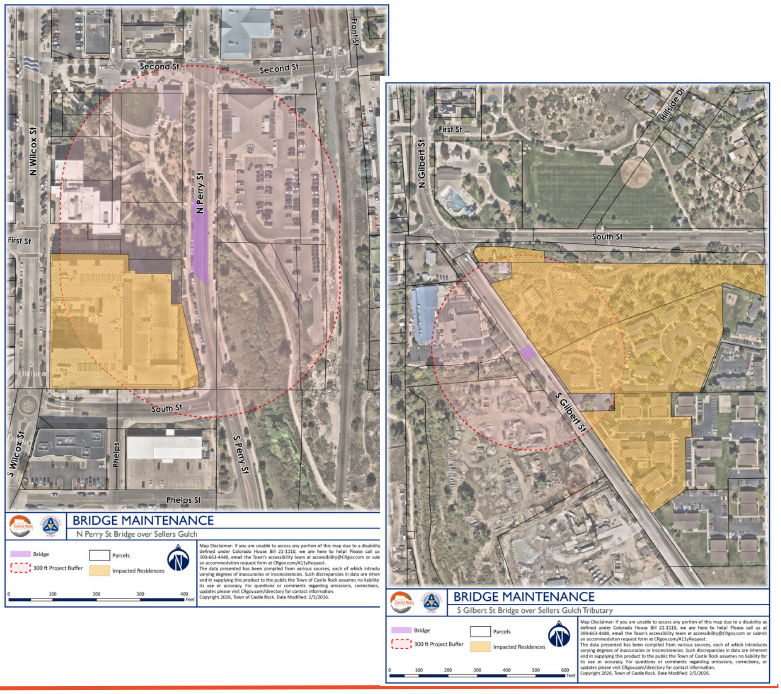
Staff is busy inspecting sidewalk repairs in the Sapphire Pointe and Terrain areas. Sidewalk repairs associated with streets receiving a Slurry Seal treatment were completed..



Structures

Bridge Maintenance Program

The maintenance contract has been executed. Work is tentatively scheduled to start on July 6th. This year's program focuses on maintenance of the Perry Street and Gilbert Street bridges over Sellars Gulch.



Traffic signals

The new traffic signal at Prairie Hawk Dr. and Low Meadows Blvd. was activated to initial operation last month. The team installed a demonstration of the SuperCap battery backup system at the intersection of Wilcox St. and Third St. where the standard UPS is inoperable. Staff is continuing to review the SuperCap as the new standard for backup power. The Bluetoad Travel Time monitoring system remains problematic and staff are working with the vendor for a solution as well as alternative means to collect this performance measure data.

Monthly asset highlights

- Total of work zone traffic control reviews completed: 47
- Traffic signal tasks completed: 88 (majority preventative maintenance follow-ups, one timing update)

Project highlights

- At the CDOT signal at Founders Pkwy / Crimson Sky Dr., the team is working on final stakeholder approval, and access easement agreement for the west side property.
- Fiber optic communication system work is in progress for Prairie Hawk Dr. and Low Meadow Blvd.



2026 1st Quarter Crash Summary

- Total crashes: 214 (43 non-reportable)
- Total crashes with fatalities: 0
- Total crashes resulting in injuries: 17 (8%)

Traffic Control (signs, markings, beacons)

March saw some complex repairs made to a hard wired RRFB unit on Perry St, contributing to the low level of service for beacons. The team completed 420 maintenance tasks, most of which were sign replacements identified in the annual inspections for traffic signs and replacement of blue street name signs. School beacon structural inspections were also completed.

Monthly Asset Highlights

- Markings: thermo marking replacements in progress
- Sign repairs: repairs for 2026 inspection completed
- Blue Street Name Sign Project in progress
- Flashing Beacons Operational: 100% at crosswalks, one location has an advanced beacon with a malfunction.
- All red and yellow beacon flashers were operational, and one radar speed feedback sign was inoperable.



Street Lights

Monthly Summary

March saw a decrease in Level of Service to the operations of street lights.

Two major damage incidents occurred:

- A streetlight on Plum Creek Parkway has been knocked down
- Contractor on Wilcox Street damaged seven street lights and is responsible for making a repair.

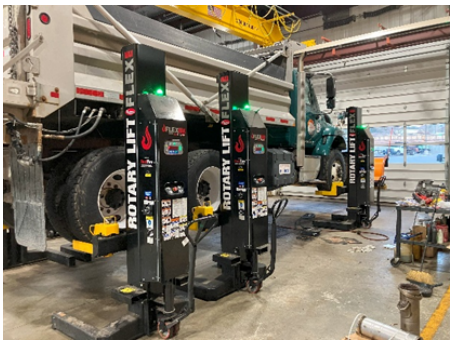


Monthly Asset Highlights

- 22 street lights are “out”
- 97% streetlights operational: -1%
- Progress on solar streetlight install at Enderud and Heritage is ongoing. Bed rock was found at the install location and an alternative construction plan is in the works.

Fleet

Shop Productivity and Availability



As anticipated, the pace picked up somewhat in March. Although we continue to see fewer repairs and lower costs due to warmer temperatures, we completed 121 work orders totaling 179 jobs. Staff has done an excellent job identifying needed repairs during preventative maintenance services, and we are taking advantage of this slower winter season to complete pending and deferred repairs.

In addition, staff dedicated time to professional development and continuing education, completing ASE certifications, commercial driver's license training, DOT Inspector training, and more.

Shop Support

The Fleet Support Technician has done an excellent job keeping shop workflows moving smoothly throughout the day. This position carries significant responsibility, including maintaining constant communication with departments regarding scheduling and status updates, ordering repair parts, managing inventory, processing invoices, and handling many other tasks that keep operations on track.

In March, Town-wide asset availability remained strong at 97%, with a PM compliance rate of 91%. Work orders completed within 48 hours or less totaled 75%. We issued approximately $37,000 in parts from inventory to support the 179 jobs completed. Fuel usage increased in March to more than 17,000 gallons, and we will continue monitoring the impact that higher fuel costs may have on the Town.



Vehicle Acquisitions

The 2027 budget process is underway. Department meetings have been held to review replacement recommendations and discuss delays for other assets. Cost estimates are currently being developed for Finance, and review of specifications and operational needs will continue through April.

The Police Department has a high number of vehicles approaching their lowest lifecycle cost points, and many of these units are beginning to require more frequent and higher-cost repairs.

Vehicle auctions for 24 surplus vehicles and additional equipment will begin once the contract extension is finalized.

Verge

The crews worked more than 970 hours repairing and smoothing road shoulders throughout Town. The team utilized 345 tons of asphalt millings to restore shoulder areas, with primary work completed along Rocky View Rd, Castle Oaks, and Plum Creek.

The team also remained busy with vegetation control efforts, applying pre-emergent herbicide and trimming roadway trees to enhance visibility and reduce the risk of damage from overhanging branches.



Town Manager's Office Monthly Report March 2026

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.

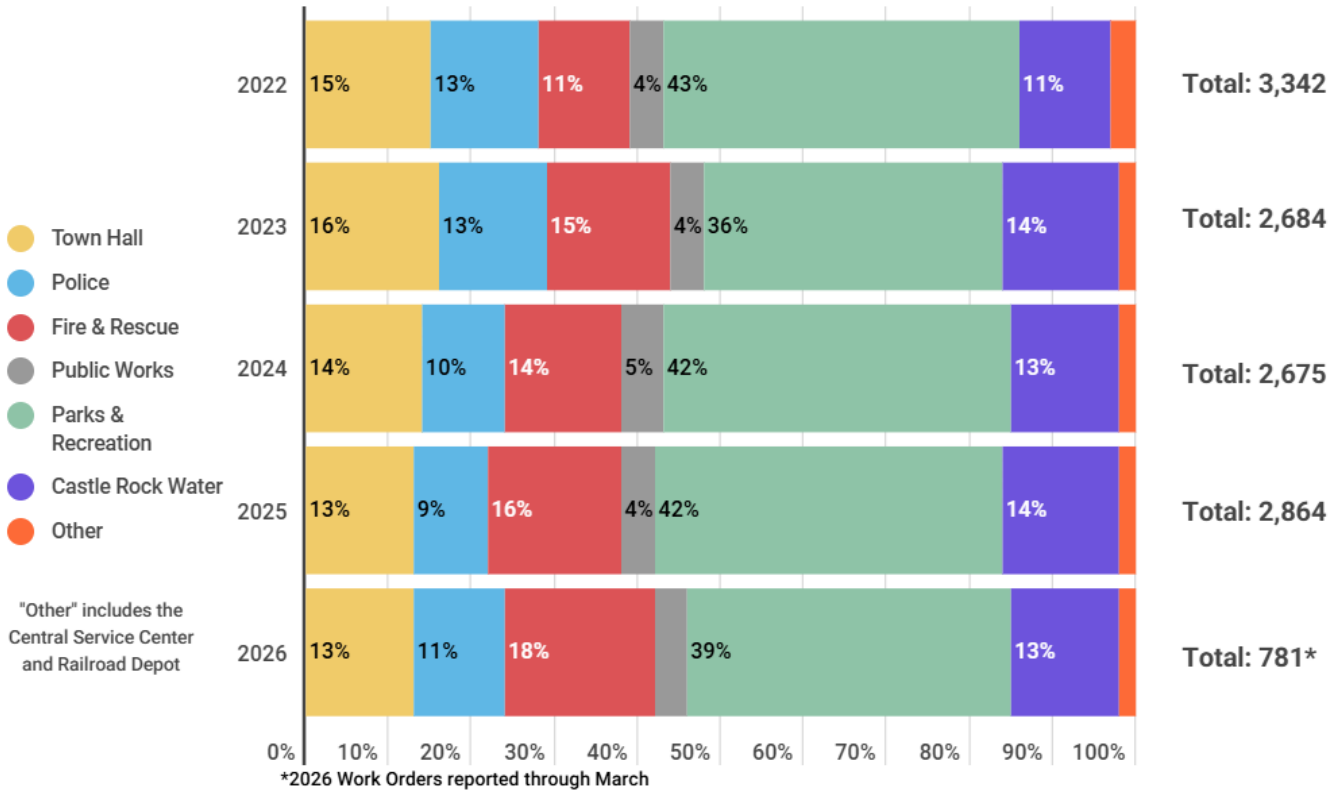
Facilities Maintenance

Key Accomplishments

- In March, the Facilities team completed 275 work orders including 83 preventative maintenance activities and 33 custodial inspections - total closed work orders in Q1 increased 10% compared to 2025
    - There were 2 emergency work orders that were closed in March
- Finalized and published RFP for restoration and other building improvements at the historic Cantril building
- Completed Townwide backflow inspections
- Completed renovation of Tykes Toyland room at the Recreation Center
- Installed new cooling units for Red Hawk freezer and beverage cooler
- Planning and preparation for numerous upcoming projects including an office reconfiguration at the Police Department and updating fire panel monitoring for Town buildings
- Supported ongoing planning and design efforts for the Fire Station #156 project

Facilities Division

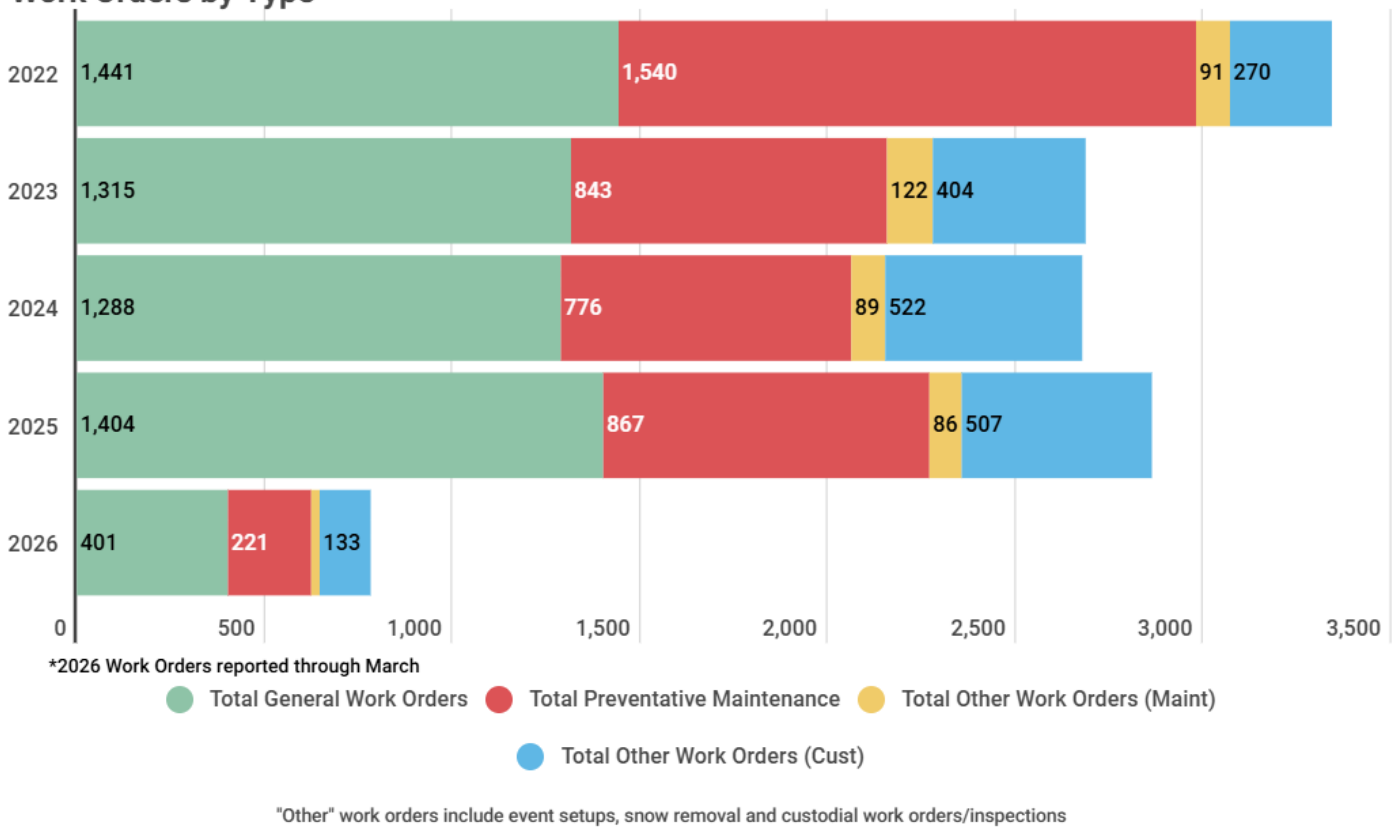
Work Order % by Department



*2026 Work Orders reported through March

Facilities Division

Work Orders by Type



*2026 Work Orders reported through March

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

Division of Innovation and Technology

Key Accomplishments

- Upgraded production storage systems
- Installed cameras at Lost Canyon Ranch house
- Patched the Town's servers for vulnerabilities
- Upgraded the Town GIS desktop software from ArcMap to ArcGIS Pro
- Replaced end-of-life cameras at traffic intersections

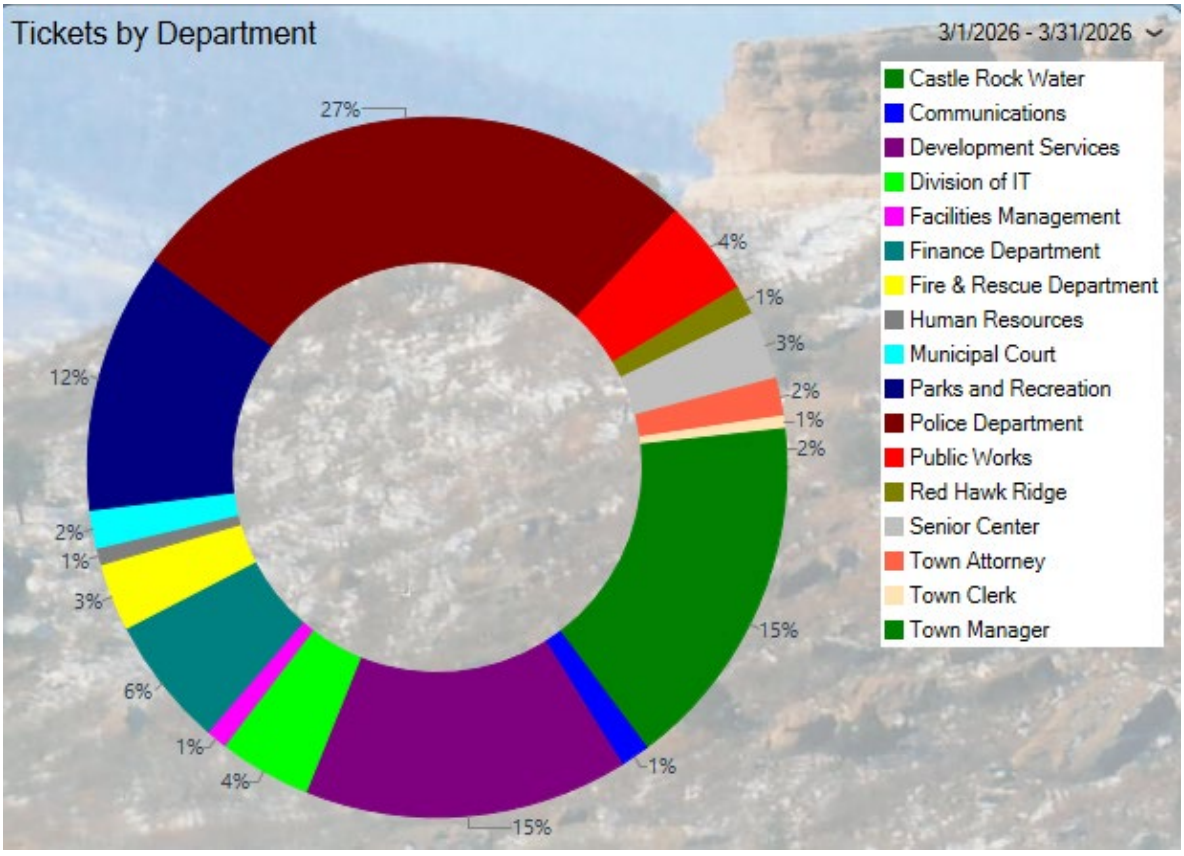
Addressed **492** total tickets, with an average resolve time of **45** hours

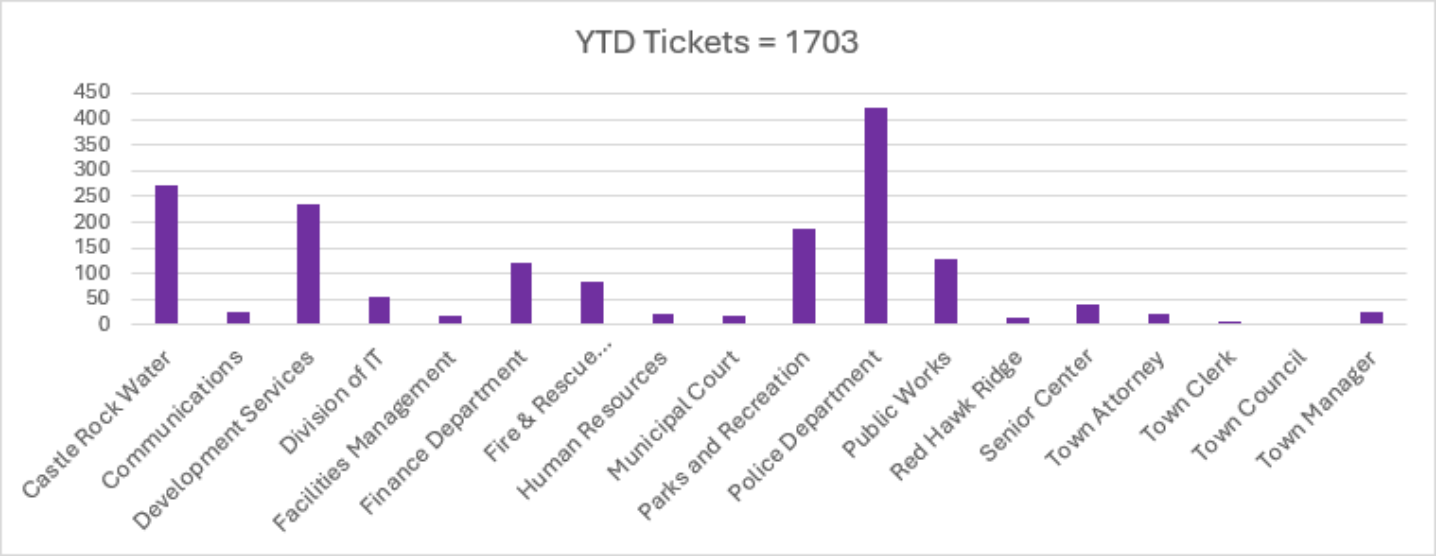
- There were **three** emergency tickets in March, which were resolved within 24 hours (100%; 100% is the goal)
- There were **25** urgent priority tickets last month, 100% of which were resolved within two calendar days (85% is the goal)
- There were **406** medium priority tickets in March, 99% of which were resolved within 10 calendar days (90% is the goal)

Geographic Information Systems

- Addressed **14** total tickets, with an average time to resolve of **74** hours
- There were **two** zoning changes in March (100%), which were 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 no annexations in March
- There were no parcel updates in March

Metrics

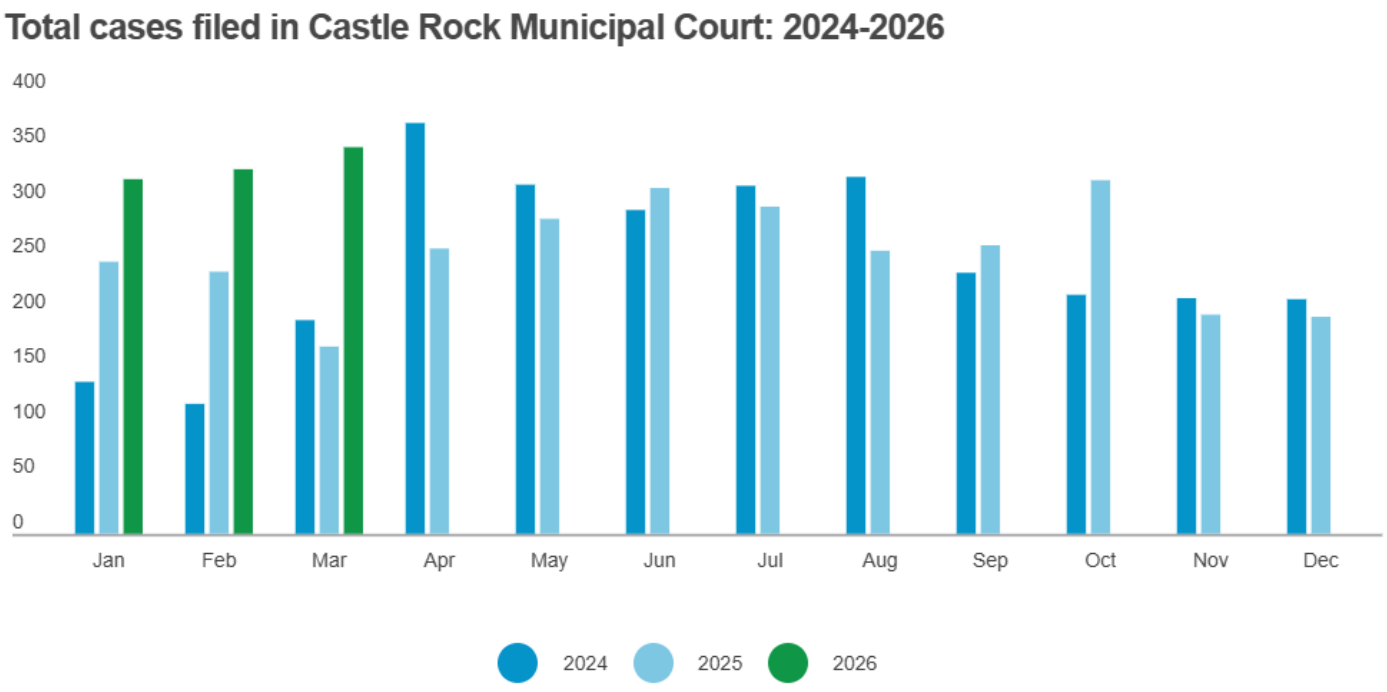




Municipal Court

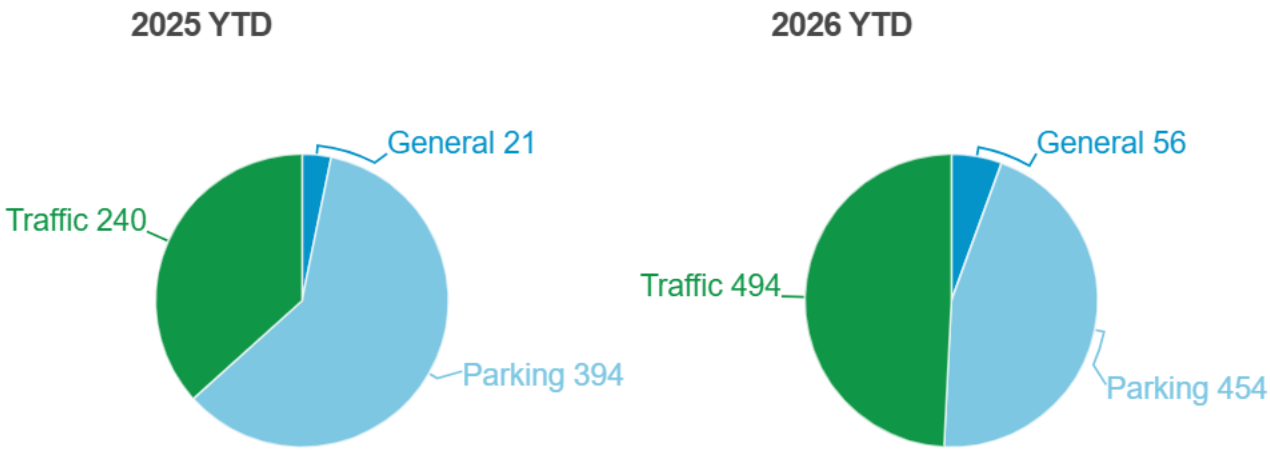
Key Accomplishments

- Municipal Court continues to refine and work through their paperless process design
- There were no hearings held in Teen Court in March



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
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
2026	322	331	351										1004

Total cases filed in CR Municipal Court by type YTD: March 2025 vs. March 2026



Communications

Key Accomplishments

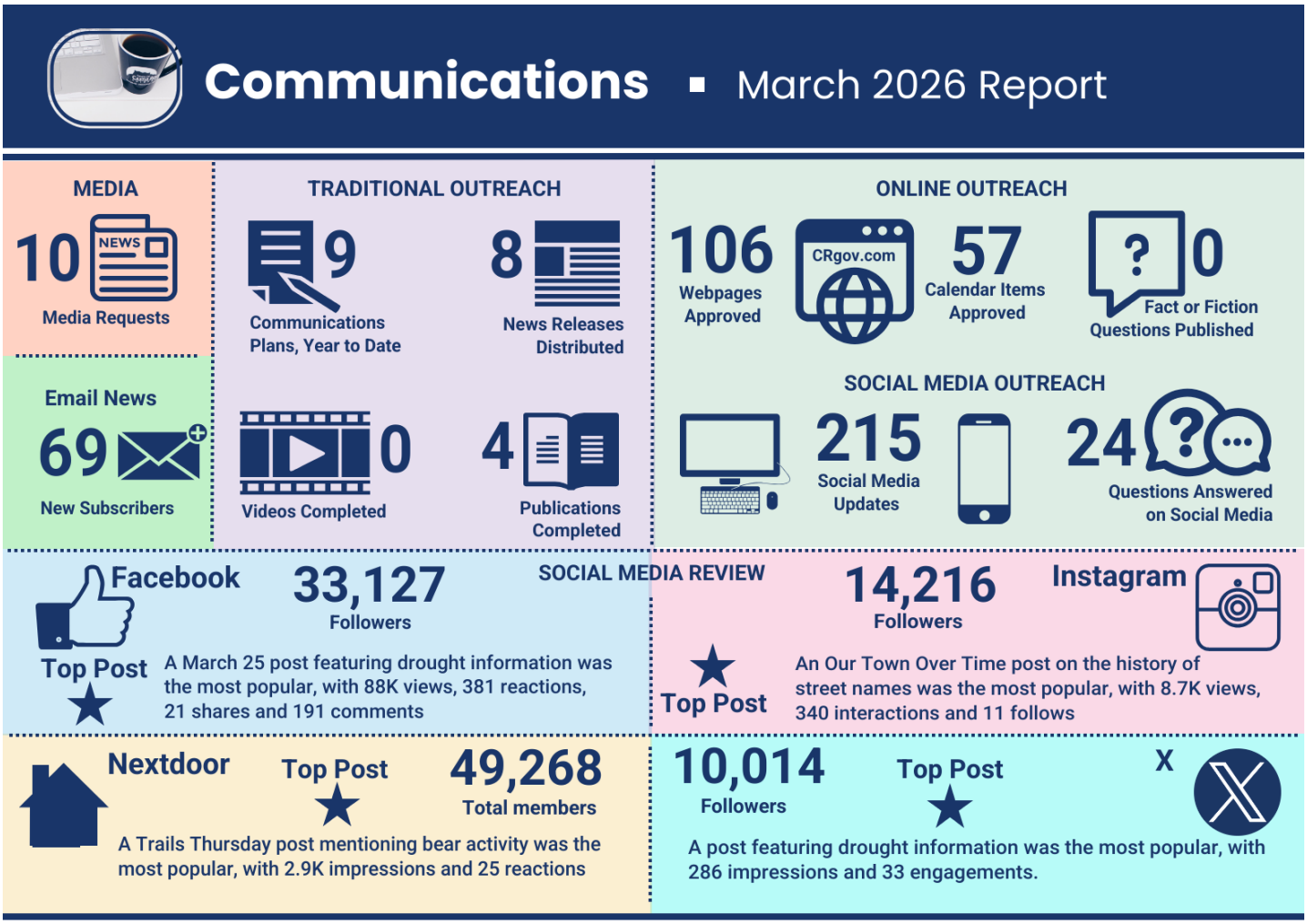
- In March, the Communications Division supported the Pavement Maintenance Program open house and the Castle Rock Sports Center topping out ceremony
- Staff also completed **four** publications: Outlook magazine, two versions of a Historic Preservation Board postcard, and Your Town Talk newsletter.

During March staff issued news releases about:

- Dig in to celebrate Arbor Day – volunteer at a tree planting event
- Water providers across Douglas County urge conservation this irrigation season
- Town of Castle Rock invites community to contribute to time capsule
- Help restore creek banks at Earth Day willow harvest and planting April 4
- Provide input on five-year plan for local needs funding through April 15
- Annual road maintenance focuses on northern Castle Rock; open houses March 23
- March 3 and March 24 Council updates

The hyperlinked items were available as of April 8

Metrics



Human Resources

Key Accomplishments

- HR attended **11** interview panels, totaling **32** interviews:
    - Facility Lead: 1
    - DS Technician Coordinator: 2
    - Benefits and Wellness Specialist: 5
    - Youth Commission : 4
    - Billing Specialist: 9
    - CIP Project Manager: 1
    - Assistant Food a Beverage Manager (PR): 4
    - Accountant: 2
    - Meter Tech: 1
    - Maintenance Worker II: 2
    - Senior Inspector: 1
- **Employee Orientation**: **7** new full-time employees and **20** part-time or seasonal employees came on board in March
- **Separations**: HR separated **8** full-time employees and **7** part-time or seasonal employees in March
- **Performance Evaluations:** In March, HR reviewed **75** 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 March, with **three** employees receiving the Applause award and **one** employee receiving the Rock Star award
- **Training and Recruitment**: HR attended **one** career fair in March

Youth Commission

Key Accomplishments

- The Youth Commission lost their Coordinator, Becca Schnorr, as she announced her resignation and will be moving back to her home state of Iowa. Becca will be dearly missed by everyone
- The Rising Star Scholarship was promoted throughout High Schools in the Town, with **22** submissions having been received before the application closed on March 31. The Commissioners will be reviewing and voting on scholarship applications during the April meeting
- The March meeting was full of new ideas to consider, including a representative from a Douglas County High School inviting the Youth Commission to participate in the Douglas County Showdown-an event connecting Castle Rock high school students with Castle Rock senior residents through games to strengthen community within the Town



CASTLE ROCK WATER

FEB 2026 MONTHLY REPORT

184 MG	28.9%	4.7
WATER DEMAND TOTAL	RENEWABLE WATER SUPPLIES	WATER SUPPLY INDEX

SYSTEM INTEGRITY	2 leaks
WATER QUALITY SAMPLING	0 issues
CUSTOMER ACCOUNTS	28,301

Additional features available online

View report online

Castle Rock Completes System-Wide Water Quality Maintenance

In February, Castle Rock Water (CRW) successfully completed a planned, system-wide water quality maintenance effort designed to protect the long-term health and performance of our drinking water system.

Why This Maintenance Was Important

Since converting to chloramines in 2013, Castle Rock's water system had not undergone a full free chlorine conversion. Over time, all drinking water systems naturally develop a harmless biofilm inside pipes and storage tanks. If not periodically addressed, this buildup can reduce disinfectant effectiveness.



Testing kit at one of the storage tanks.

To proactively maintain water quality, Castle Rock Water temporarily converted from chloramines to free chlorine beginning February 2. This short-term conversion:

- Restored disinfectant strength throughout the system
- Reduced biofilm growth inside pipes and tanks
- Helped prevent future water quality concerns
- Supported long-term system reliability

The process was carefully planned, closely monitored, and conducted in accordance with state and federal drinking water regulations. The system is scheduled to return to chloramines in May, which remains Castle Rock's standard disinfectant.

By the Numbers

This was a large-scale, coordinated effort across all treatment plants and pressure zones.

- 493 fire hydrants flushed (Feb. 2 to 13), with several chlorine residual samples taken from each location to ensure water quality and completion of the flush
- 12.2 million gallons of water used for flushing and tank draining
- Over 300lbs of de-chlorination tablets were used during the flushing
- 308 water quality samples collected
- 53% of monthly bacteriological samples collected specifically in flushing zones (exceeding CDPHE requirements of 30–40%)
- 150 customer inquiries received



Adrian McAllister holding a gallon sized bag of chlorine reagent. Every one of those bags represents each time he took a residual.



Community Engagement

We understand that any change in water treatment can raise questions. During the conversion, customer service teams responded to approximately 100 general inquiries, along with about 40 elevated email, phone, and social media questions.

Most concerns were related to chlorine smell, taste, health questions, and flushing activities. A small percentage of residents expressed dissatisfaction or requested additional technical information. In response to questions and some misinformation, CRW issued an updated communication on February 11 via email, social media and the Town website to provide additional clarity.

Water quality staff also conducted eight home visits to personally assist residents with specific concerns, including taste and odor questions and verifying chlorine levels.
We are grateful for the many residents who expressed appreciation for proactive maintenance efforts, including one message that simply said:

"Just thank you for making sure the water is good here in Castle Rock. People don't say thank you enough… including me. So, thanks."

Teamwork Across Departments

This effort required collaboration across Operations, Water Quality, Engineering, Customer Service, and Customer Relations. Their coordination ensured the conversion was completed efficiently, safely, and in compliance with all regulatory requirements.

Castle Rock Water remains committed to delivering safe, reliable drinking water and taking proactive steps to protect our system for years to come.



Nighttime flushing

Ongoing Efforts

Although the initial conversion and flushing efforts were successfully completed, there is still a lot of work to ensure an overall successful outcome of the free chlorine conversion.
This work includes:

- Enhanced disinfectant residual monitoring throughout the system
- Spot flushing where needed
- Closely monitoring the water quality in our storage tanks
- Determining when it is appropriate to reduce the overall disinfectant leaving the treatment plants (we have already made two reductions of the chlorine levels dropping them from 3.0 mg/l – 2.0 mg/l)
- Continue to interact with our customers by answering questions, performing home/site visits and providing information when requested

STAFF RECOGNITION

CERTIFICATIONS



Taylor Voss
Distribution 2



Kevin Davis
Distribution 1



Adolfo Torrez
Collections 2



Brandon Luke
Distribution 1

NEW HIRES



David Choi
Water Engineer

PROMOTIONS



Zachary DeBlois
Plant Operator
Supervisor



Industry Leader

Matt Hayes, panelist on
"AI in the Water Industry" at the
2026 Water Workforce Summit

STAFF RECOGNITION

WATER STAR AWARD



Ed Sheets, Plant Mechanic III

Ed has helped me and my crew tremendously. He always answers the phone eagerly and energetically with, “Whatcha' got for me this time?”

He’s always ready to go and ready to help out. I’ve called when things were stressful, and he happily comes out to help without hesitation. He never misses a beat, even when what starts as a 20-minute project turns into a four-hour problem. He’s dropped what he’s working on more than once to help us when we needed it.

Even in disruptive or emergency situations, he stays positive and willing to jump in.

I truly appreciate his attitude, reliability, and the support he provides.

High Five

Matt Attiyeh Sarah Stockton Makenna Didonato	I greatly appreciate GIS creating a system maintenance flushing map on such short notice. This will help track our progress during maintenance and also keep staff informed.
Hannah Branning	I want to say that I really appreciate all the communication that Hannah has given us regarding the conversion. We were given maps with details of the areas that they were going to be flushing and daily updates. Thank you, Hannah, that was a GREAT help to us, at the front desk.
Jacob Tolley	Jacob was flushing a fire hydrant and was approached by a customer. Jacob was very polite and informative. This customer happened to be a council member for the Town and called Mark Marlowe to make sure he knew how great Jacob's customer service was.

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.

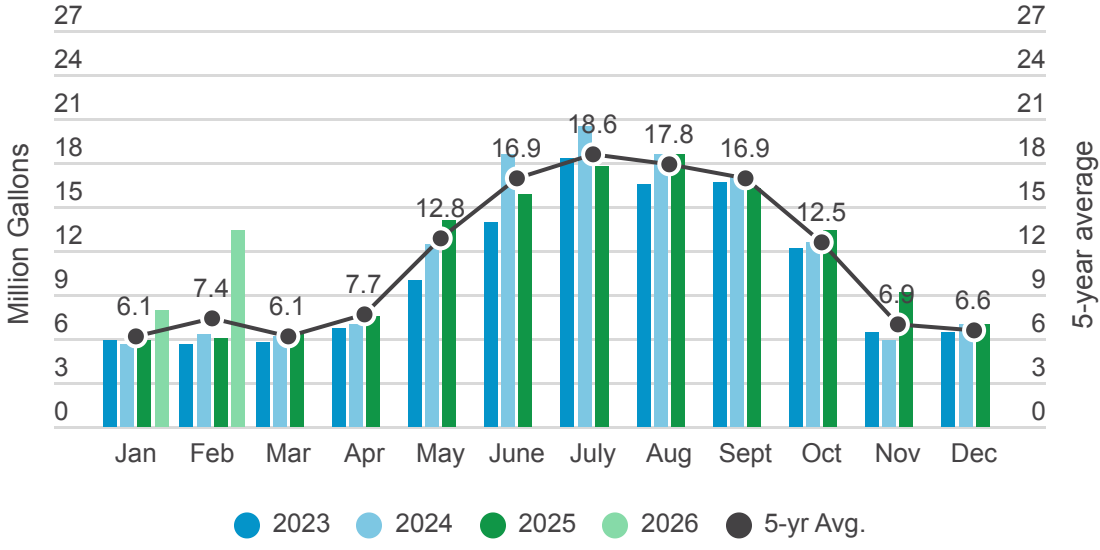
DAILY MAXIMUM DEMAND[1]

- 13.4 million gallons/day (MGD)
- 5-year average: 7.4 MGD
- 82% higher than the 5-year average

MONTHLY DEMAND [1]

- The water demand total for February was 184.2 million gallons (MG) [565.3 acre-feet (AF)]
- 9% lower than the January 2026 total of 201.8 MG
- 19.6% increase from the previous year's February 2025 demand of 154 MG

[1] Demand and production data is best available estimate while SCADA is down.



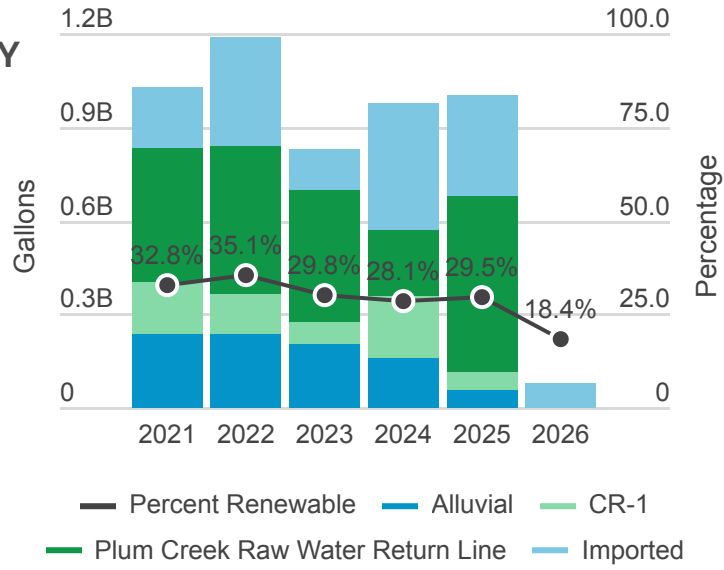
WATER RESOURCES

RENEWABLE SUPPLY

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

28.9% FEB

2065 goal: 100%



In total, renewable supplies accounted for 28.9% of the total water supply for the month (49.5 MG of 171 MG) and 23.7% of the annual water supply (80 MG of 336.9 MG)

- The CR-1 diversion produced an average of 0.0 MGD[2]
- The PC diversion produced an average of 2 MGD
- The 14 alluvial wells produced an average of 0.0 MGD[2]
- The renewable water production average was 1.77 MGD

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

REUSABLE SUPPLIES

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.

1.5% FEB

STORAGE

- Chatfield Reservoir: 1,665 AF
- Rueter-Hess Reservoir: 536 AF[1]
- Castle Rock Reservoir No. 1: 161.2 AF
- Castle Rock Reservoir No. 2: 707 AF
- Walker Reservoir: 73 AF

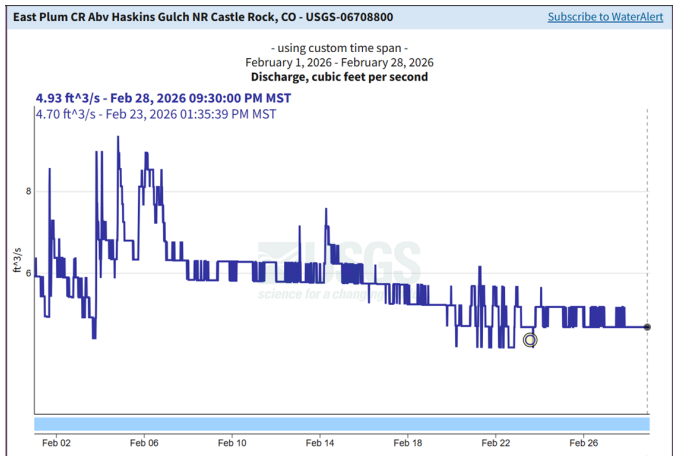
[1] Latest data from November 2025

WATER RESOURCES

EAST PLUM CREEK FLOWS

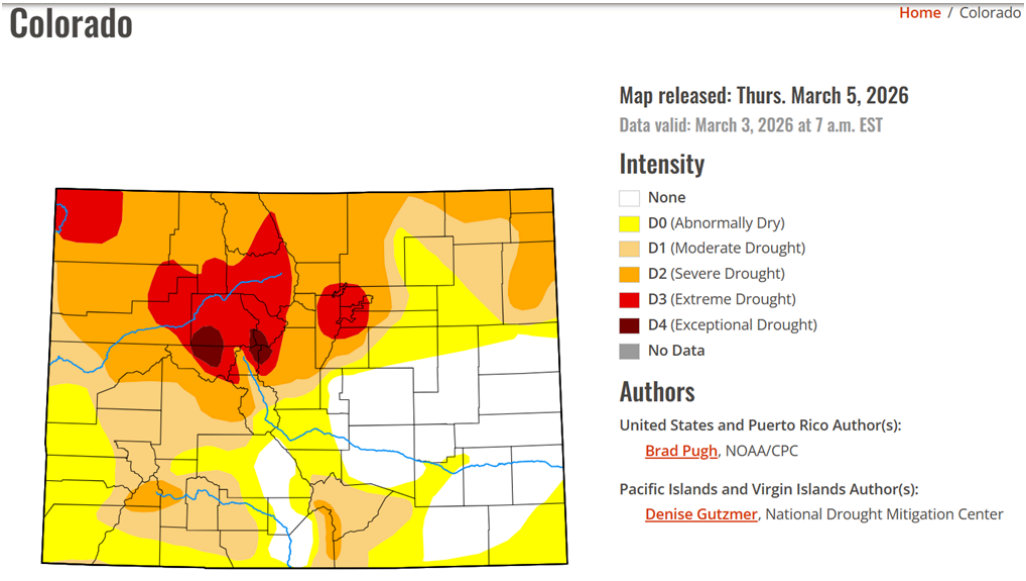
The hydrograph indicates the estimated flow in East Plum Creek basin.

- Flows ranged from 4.6 to 9.7 cubic feet per second (cfs)
- The monthly average streamflow was 5.8 cfs
- The 25-year mean is 7.2 cfs



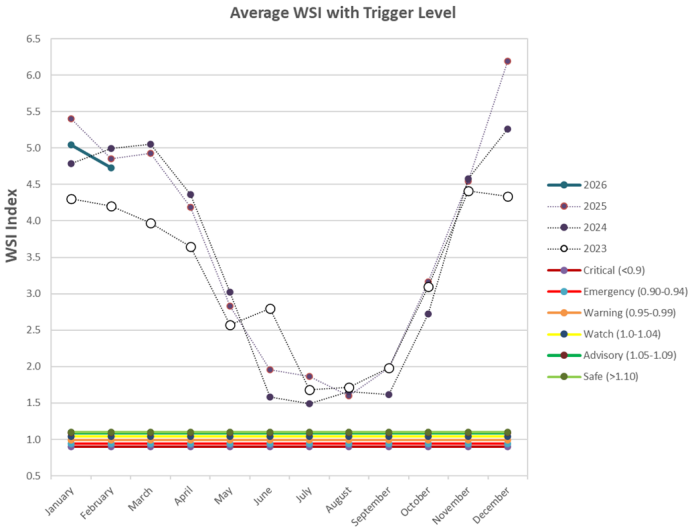
DROUGHT

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.



WATER RESOURCES

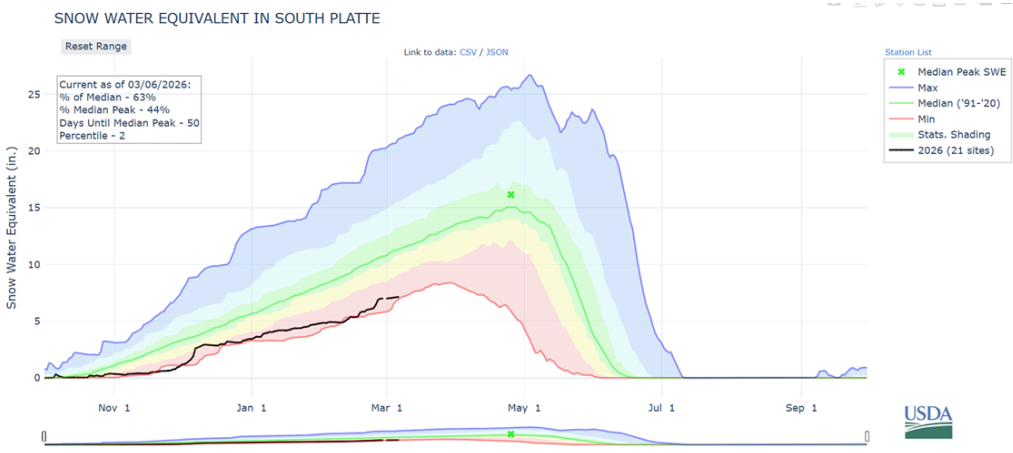
WATER SUPPLY INDEX



4.7
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



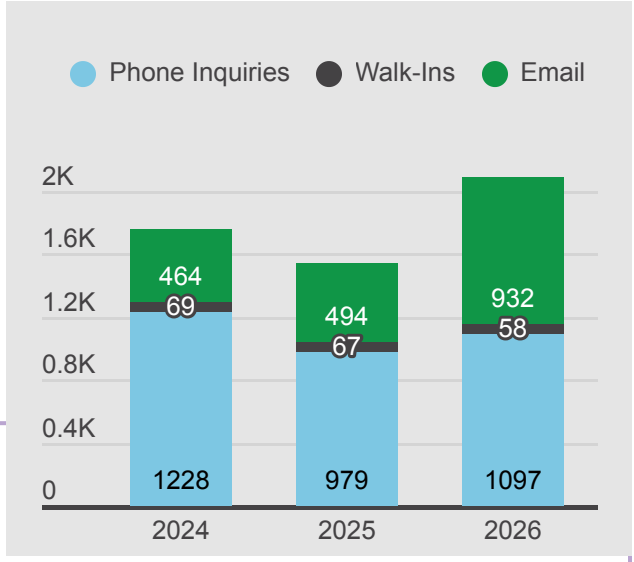
- Year-to-date precipitation at 73% of median
- Snow Water Equivalent (SWE) at 63% of median

BUSINESS SOLUTIONS

CUSTOMER SERVICE

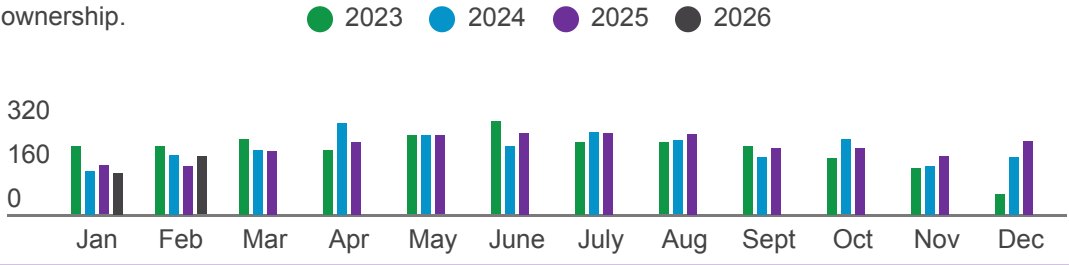
CUSTOMER ACCOUNTS
28,301

57% with an ONLINE ACCOUNT



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	4 posts	26.3k reach	117 engagements	16 shares
X	1 post			
NextDoor	3 posts			
Customer email		10,127	45% open rate	



Chlorine maintenance was a primary focus for outreach and customer responses.

METER SERVICES

Skipped reads

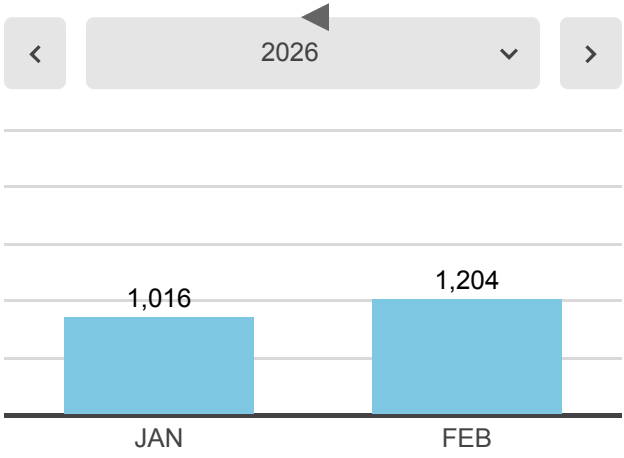
0.10%

The AWWA standard is 2%, so we still continue to stay well below the industry average.

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

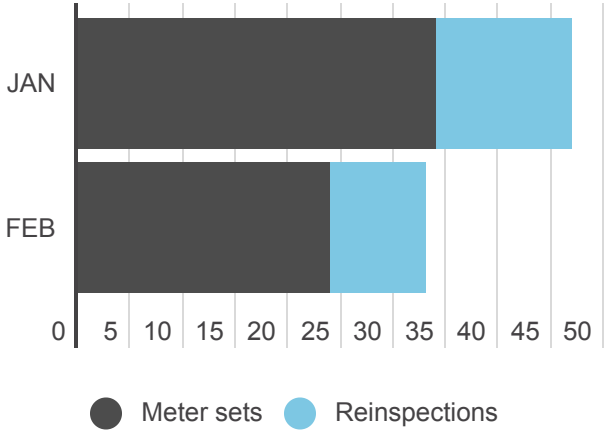
ALL SERVICE WORK ORDERS

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



METER SET INSPECTIONS

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



OPERATIONS

0 OUTAGES

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

0 PRESSURE

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

0 OVERFLOWS

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

SANITARY SEWER OVERFLOWS

AWWA Index: SSO rate/100 mi

- Castle Rock Water: 0
- Top quartile: 0.4
- Median: 1.6
- Bottom quartile: 3.3

2 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: 1.36
- Top quartile: 9.2
- Median: 18.7
- Bottom quartile: 30.1

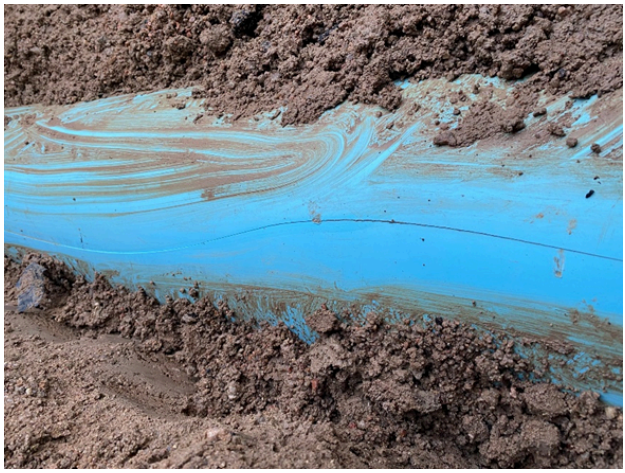
1,544
UTILITY LOCATES

SEWER

4.50 mi
LINES INSPECTED

LINES CLEANED
1.81 mi

OPERATIONS



There was a leak on a fire suppression line on Ridge Trail Lane. Staff worked alongside our contractor to complete the repair. Eleven homes experienced less than normal pressure for three hours.









There was a second water main break on Sabino Lane less than 24 hours after the first. The team found two broken saddles. Ten homes were without water for 6 hours.





OPERATIONS



Protecting Critical Infrastructure

Plant Maintenance identified a serious issue at the Pinery Interconnect after discovering the site had lost power. This location's power is directly tied to the reliability of critical water infrastructure. The interconnect allows CRW and Pinery Water to exchange water during an emergency, so restoring service quickly was essential.

Our investigation determined the outage was caused by a vehicle strike that damaged an electrical pedestal. Reece Anderson responded immediately, restored power, and installed a traffic-grade ground box to better protect the electrical infrastructure, especially given the history of golf carts using the emergency access route.

Mike Wilder coordinated with the Cobblestone HOA and CRFD to develop a solution that preserved emergency access while improving site protection. This was important because the HOA has experienced ongoing issues with residents using emergency access as a shortcut to the golf course. Mike installed two additional bollards and reinforced the chain barrier to deter non-emergency access and reduce the risk of repeated damage.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 8. **File #:** ID 2026-048

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.

Overall, development activity remains stable, with continued interest across a variety of project types in Castle Rock. Permit activity is steady, and both residential and commercial builders remain active in the community.

Please see the attached Staff Memorandum for project details.

Meeting Date: April 21, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director of Development Services

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

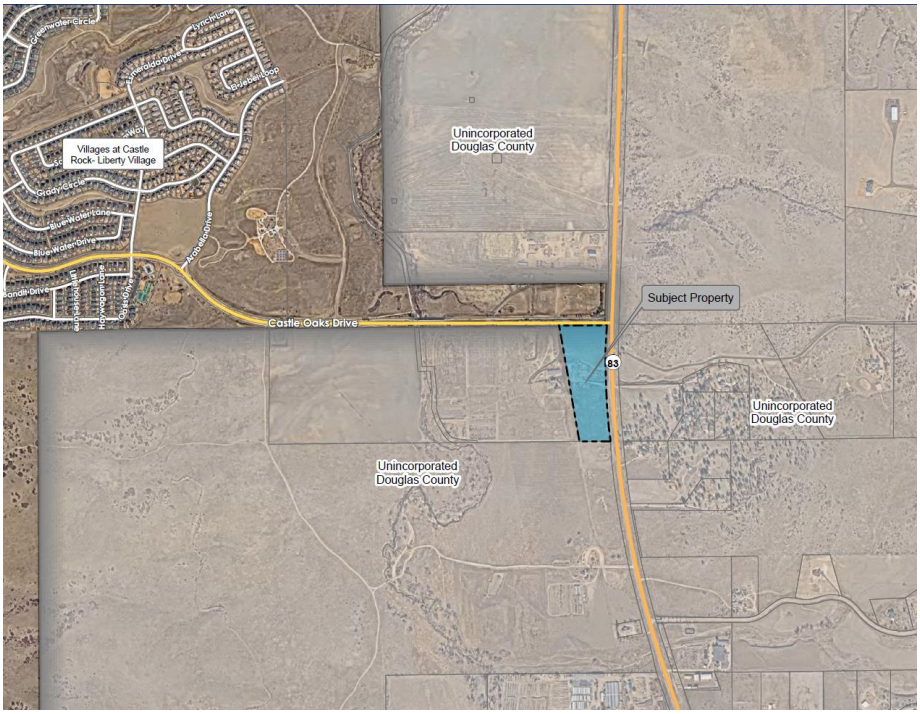
This report contains development updates and new submittals or requests submitted to staff since the last update to Town Council. The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans and formal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

New Quasi-Judicial Applications Requiring Public Hearings

No new formal submittals

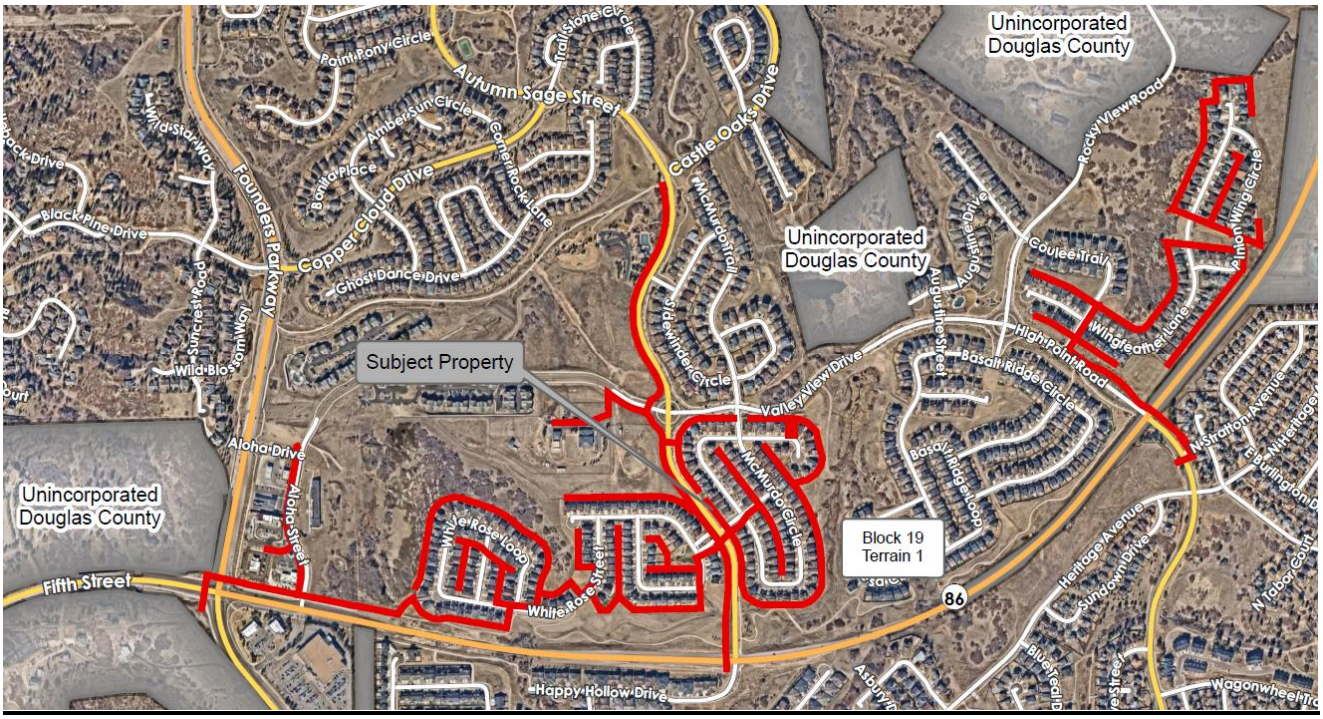
New Pre-Application Meeting Requests

Commercial Annexation Castle Oaks Dr



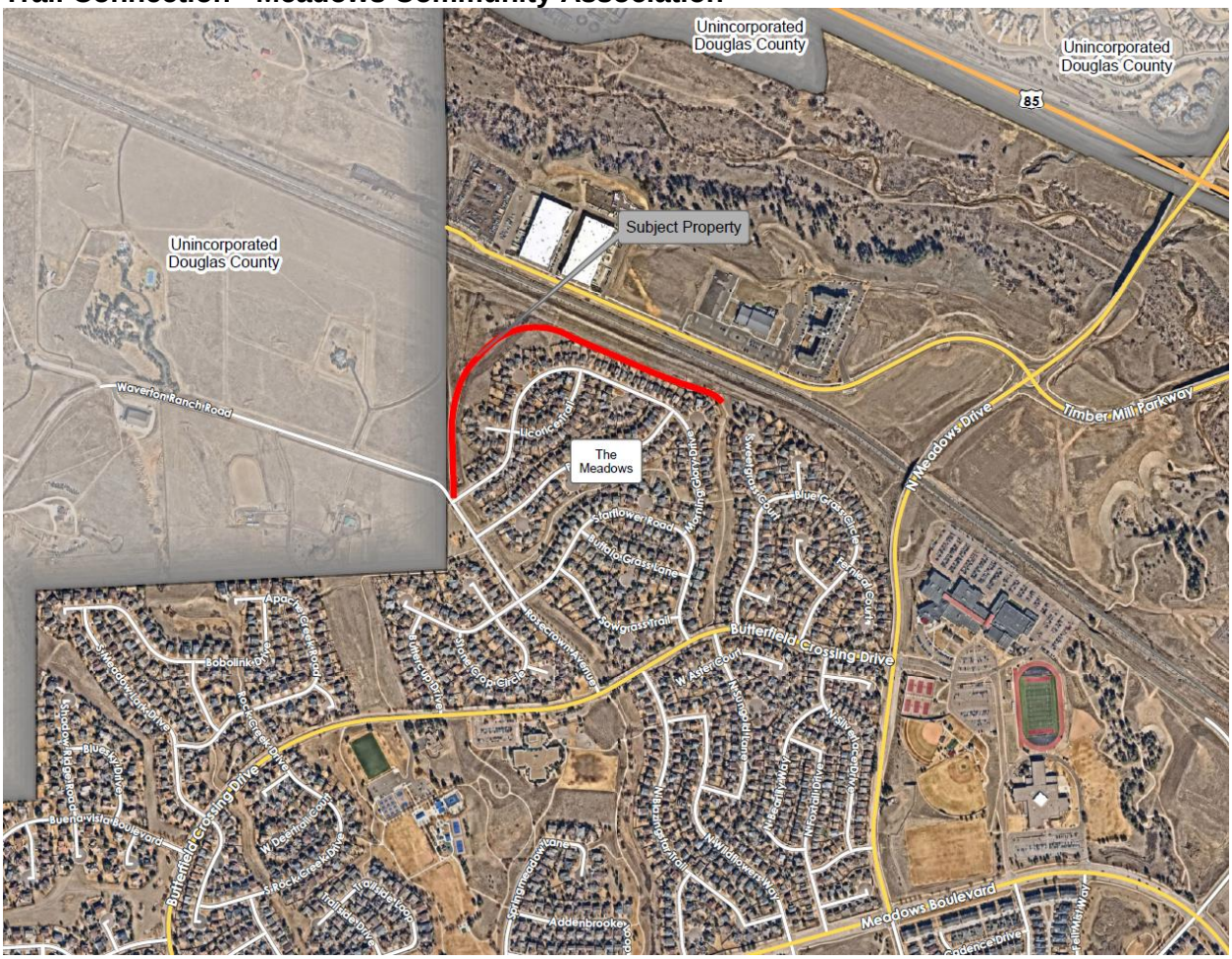
Staff received a pre application meeting request seeking information on application and submittal requirements for a proposed annexation, rezoning, and development of 12.67 acres of greenfield land located directly south of the Liberty Village Planned Development. The proposed development includes quick service restaurants, a day care facility, car wash and oil change services, fuel sales with a convenience store, and self storage. The project site is situated southwest of the intersection of Castle Oaks Drive and Highway 83.

Metronet Fiber Terrain



Staff received a pre-application meeting request seeking information on application and submittal requirements to install new underground Fiber-to-the-Home infrastructure. The proposed project scope will include approximately 29,041 linear feet of new conduit, vaults, handholes and associated fiber pathways in accordance with Town standards and utility guidelines. The proposed project construction will occur within public right-of-way or approved easements located generally along the East State Highway 86 Corridor between Founders Parkway and Pinion Wing Circle in Mayor Pro Tem Cavey's District.

Trail Connection - Meadows Community Association



Staff received a pre-application meeting request seeking information on application and submittal requirements to extend a connector trail within the Meadows Community tract C. The proposed project would continue a concrete trail running behind Morning Glory Drive from Rosecrown Avenue and connects to the concrete trail that dead ends behind Sweetgrass Court in Councilmember Hollingshead's district.

Ongoing Development Activity:

Commercial Development Activity

- **Promenade:**
  - Chick-Fil-A site plan review for changes to drive through lanes
  - 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.
  - Sams Club site plan review for façade improvements
  - Whataburger, site plan review for a new 3,380 square foot fast food restaurant, located northeast of the intersection of Alpine Vista Circle and Promenade Parkway.
- **Meadows:**
  - Advent Health Cancer Center, site and building construction for a 920 square foot addition for a linac vault, located southeast of the intersection of Meadows

Boulevard and Sabercat Way.
  - Castle Rock Collective, site plan approved for a new 14,021 square foot restaurant, located at the northeast corner of Meadows Boulevard and Bilberry Street.
  - DXD Store, site plan review for 99,980 square feet of self-storage facility, located along Timber Mill Parkway on the west side of North Meadows Parkway.
  - Findlay Toyota, site plan and construction document approved for a new 94,657 square foot auto dealership located on Timber Mill Parkway on the east side of North Meadow Parkway
  - Limelight Center at the Meadows, site plan review for two retail buildings totaling 19,445 square feet, located east of the intersection of meadows Parkway and Prairie Hawk Drive.
  - 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.
  - Rivers Church, site development plan (façade only), proposing to renovate the west façade of the units at 136 and 138 South Wilcox Street.
  - Scileppi's 2nd Phase, site and building construction to demolish the 1980 addition and build a new addition, located at 210 Third Street.
  - Snarf's, site plan review for parking lot improvements.
  - The View, TCO issued for a 6-story building with mixed-uses including 221 residential units, located at Sixth Street and Jerry Street.

- **Dawson Trails Residential/Commercial**:
  - Costco, Dawson Trails, site construction 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.
  - Garrett Dawson Trails Multi-Family Site Development Plan, a 324-unit apartment

complex on 12.6 acres in Dawson Trails, located southwest of Dawson Trails Boulevard and Blanca Peak Parkway.
  - Key Bank, Planning Area E-2, site plan review for a new 3,035 square foot financial institution.
  - 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 and zoning, totaling 4.7 acres of land, located in Dawson Trails.

- **Other Commercial Projects throughout Town:**
  - Abby Dew for You, Use by Special Review, an adult day care facility at 651 Topeka Way.
  - Advent Health 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.
  - Berkenkotter RV and Trailer Sales, site plan review for the modification of an existing site and building to accommodate the sale of RVs and Trails at 1070 Brookside Cir.
  - Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
  - Clock Tower Dental, site plan review for a new dental office located at 852 Maleta Lane.
  - Discount Tire, site and building construction for 530-square-foot storage addition, located at 102 E. Allen Street.
  - Founders Marketplace, Dunkin Donuts, site and building construction for a new restaurant with drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
  - Front Range Construction, site plan review for a new 5,000 office and storage building, located southwest of the intersection of Topeka Way and Prairie Hawk Drive.
  - Garage Condos, site and building construction, located on Liggett Road.
  - Heroes Hall, site plan review for a 14,097-square-foot office building and meeting hall, located northwest of the intersection of Fairgrounds Road and Plum Creek Parkway.
  - Foundation auto dealership, site plan approved and plat under review for a new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
  - Murphy Express, site and building construction 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.
  - Plum Creek Church, site plan review for the expansion of Plum Creek Church, located at 960 S I-25 (Frontage Road).
  - QuikTrip, site plan review for a new gas station and 6,445-square-foot convenience store, located at the northwest corner of Wolfensberger Road and Caprice Drive.
  - Ridgeview Town Center, Annexation and 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, SDP Amendment for a 14,500 building that will have 3,250 SF of office and the remaining will be warehouse, 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 multifamily dwelling units, located on the south end of Prairie Hawk Drive.
- Wellspring and Castle Oaks Covenant Church, annexation petition 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 to amend the zoning and the currently approved site development plan to allow 104 multifamily units for Lot 2 of Auburn Ridge.
- Bella Mesa North, construction document and plat review for a portion of the approved 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Canyons Far South, site construction for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multifamily, site plan review for new four-story multifamily building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Filing 14, Block 2, Lot 1,proposed site development plan for 112 single-family detached homes and 3.7 acres of open space, located near the intersection of Snow Goose Road and Fabled Oaks Drive.
- 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.
- 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 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 maximum of 1,800 mixed residential units, to include single-family and multifamily, as well as commercial uses to include a hotel/resort with up to 225 rooms, and other business and industrial uses on the 535-acre site. The project area is generally located on

both the east and west sides of I-25, west of Founders Parkway.

- The Oaks Filing 2A, site 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.
- 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 and building construction to convert the previous 70-room Quality Inn Hotel into a 48-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 9. **File #:** ID 2026-049

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: April 21, 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

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 (currently under review)

No new formal submittals

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

Abby Dew For You Use by Special Review



Abby Dew for You is looking to lease an existing space at 651 Topeka Way and use it for an adult day care facility. The proposed project is located northeast of the intersection of Topeka Way and Atchison Way. The Use by Special Review will require a public hearing before the Planning Commission for review and final decision. The project is in Councilmember Bracken's district.

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



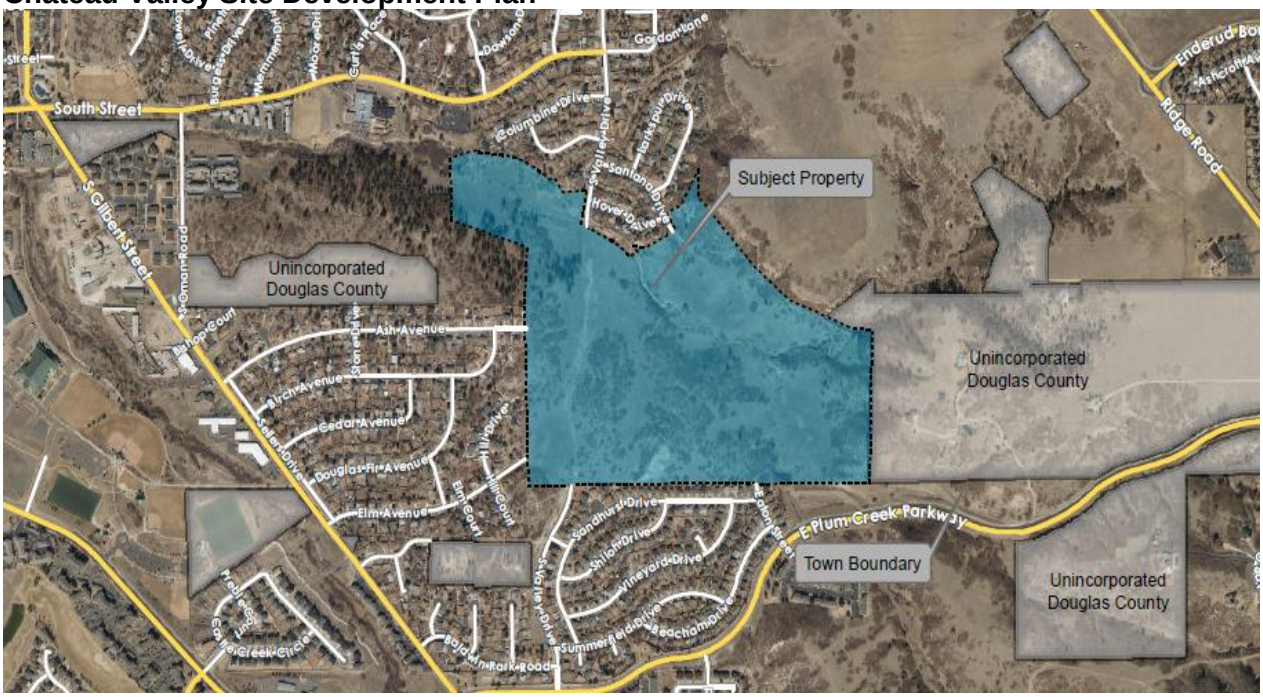
The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge and is generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn Ridge Senior Apartments. Currently, the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

Castleton Heights Multifamily Site Development Plan



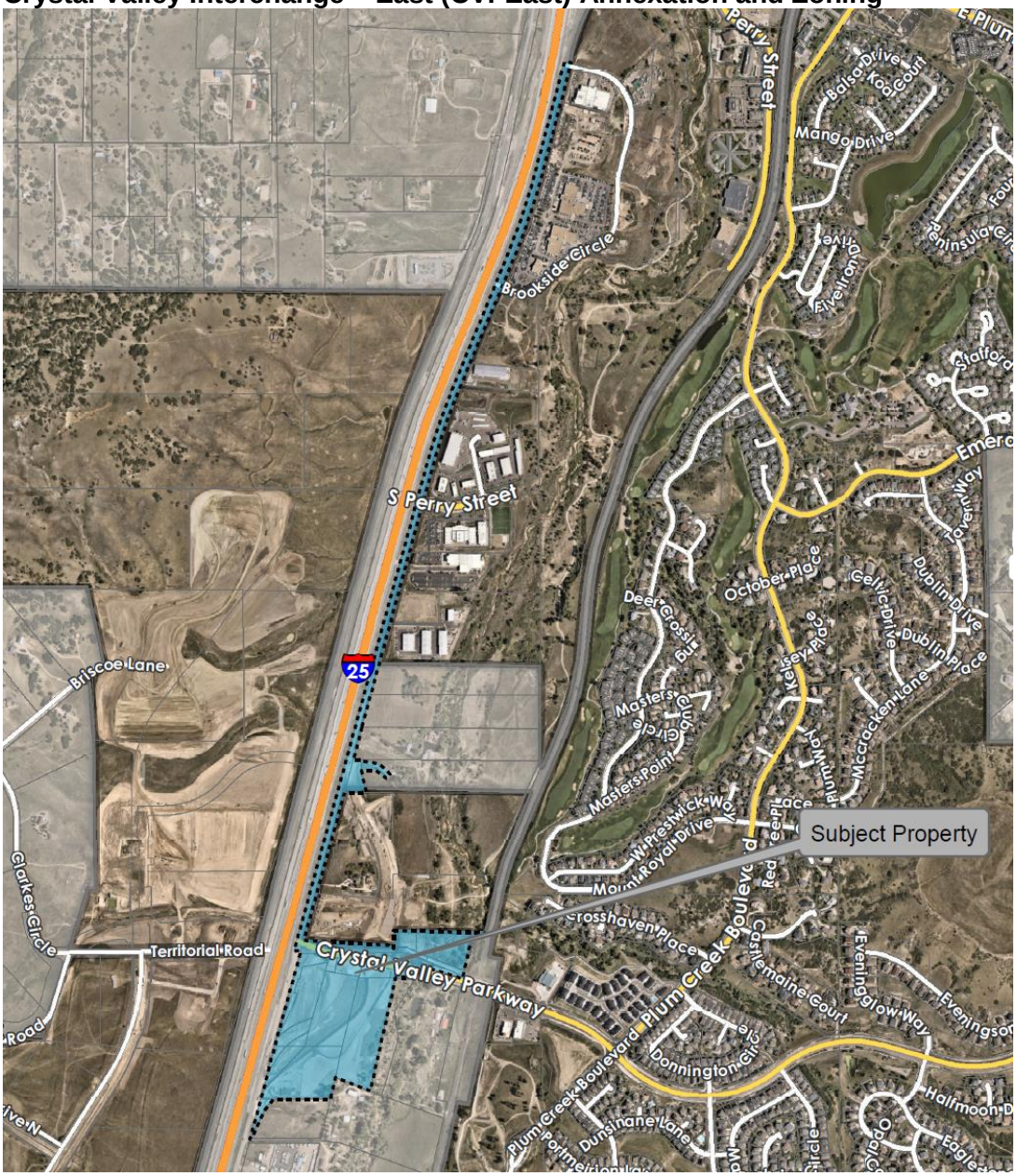
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest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

Chateau Valley Site Development Plan



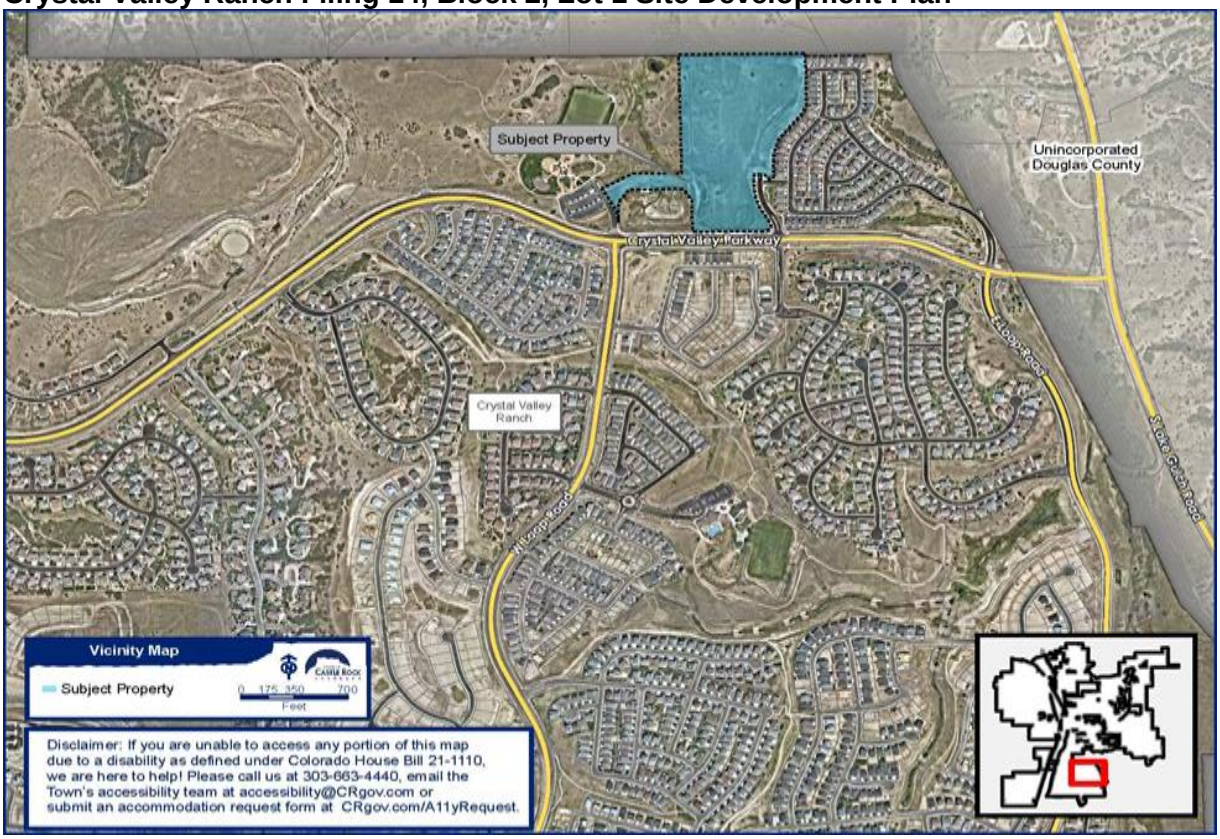
Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 402-unit residential subdivision on 112 acres. The 402 units are composed of 254 single family detached homes and 148 paired homes. The property, which is within the Young American 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 50.24 acres of open space and public land dedication. 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



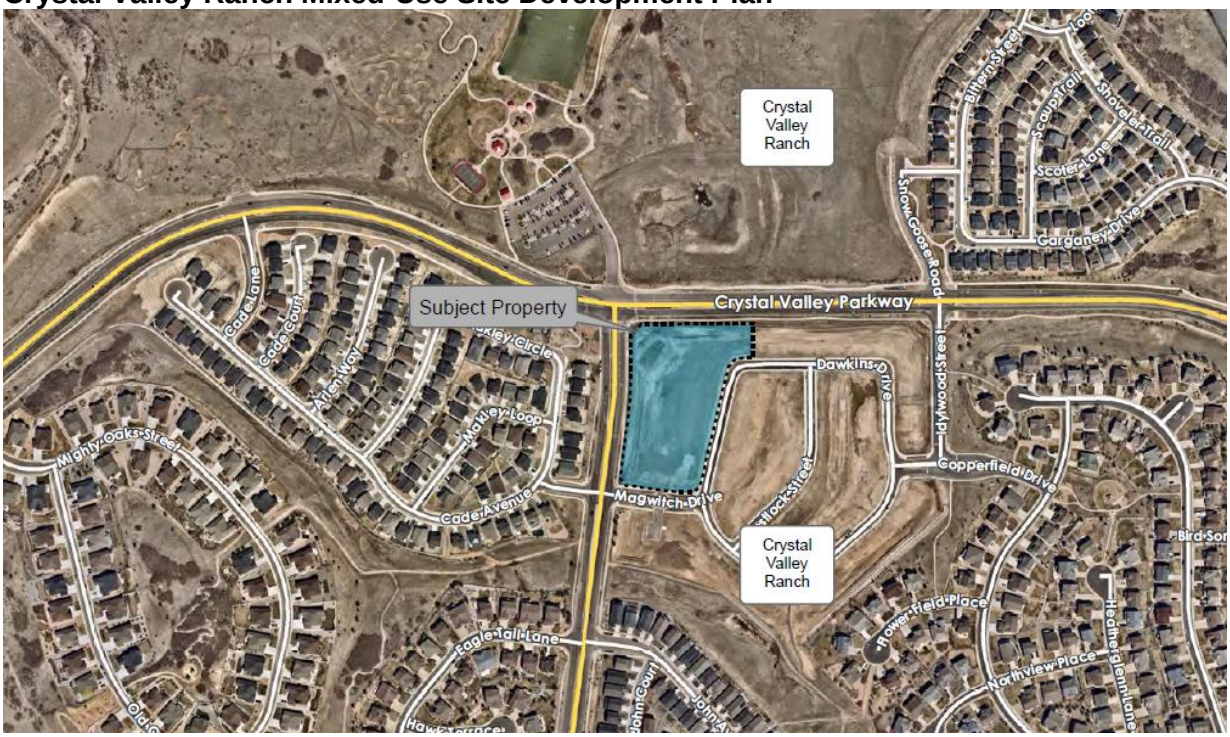
The Town of Castle Rock has submitted an annexation application for several Town-owned parcels located at the new Crystal Valley Interchange and including the east frontage road from the new interchange north to Brookside Circle. The total area is approximately 45 acres. The parcels are proposed to be zoned PL-1 and used as Town right-of-way, drainage and utility easements, and undeveloped open space. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The parcels are adjacent to Councilmember Deitz's district.

Crystal Valley Ranch Filing 14, Block 2, Lot 1 Site Development Plan



The Site Development Plan proposes 112 single-family detached lots on approximately 21 acres within the Crystal Valley Ranch Planned Development. The gross density is 5.31 units per acre. Average lot size is 4,490 square feet. The homes will have front-loaded two car garages and a driveway to accommodate two cars. Primary access to the neighborhood will be from Crystal Valley Parkway at Snow Goose Road. Secondary access will be from Fabled Oaks Drive at the south end of Rhyolite Regional Park. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The site is located in Councilmember Dietz's district.

Crystal Valley Ranch Mixed-Use Site Development Plan



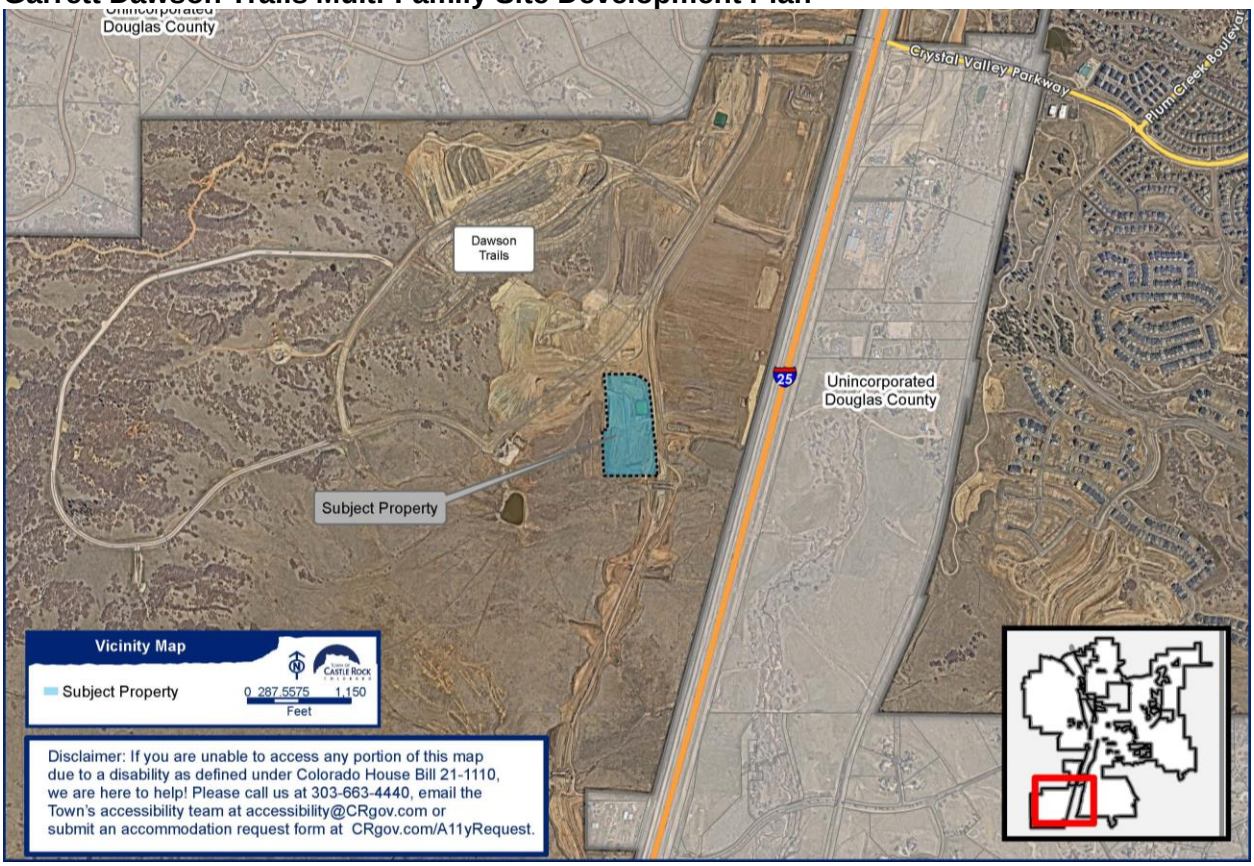
Henry Design Group on behalf of Dan Kauffman, Pinnacle View Development, LLC, has submitted an application for a Site Development Plan. The applicant is proposing a mixed-use development on the 4-acre property located at the southeast corner of Crystal Valley Parkway and West Loop Road. The proposal includes 28 townhomes, one single family detached home, and a 2,057 square foot commercial building. 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.

Dawson Trails E2 Townhomes Site Development Plan



Norris Design has a quasi-judicial application for a Site Development Plan for Dawson Trails E2 townhomes. The applicant is proposing to construct 100 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.

Garrett Dawson Trails Multi-Family Site Development Plan



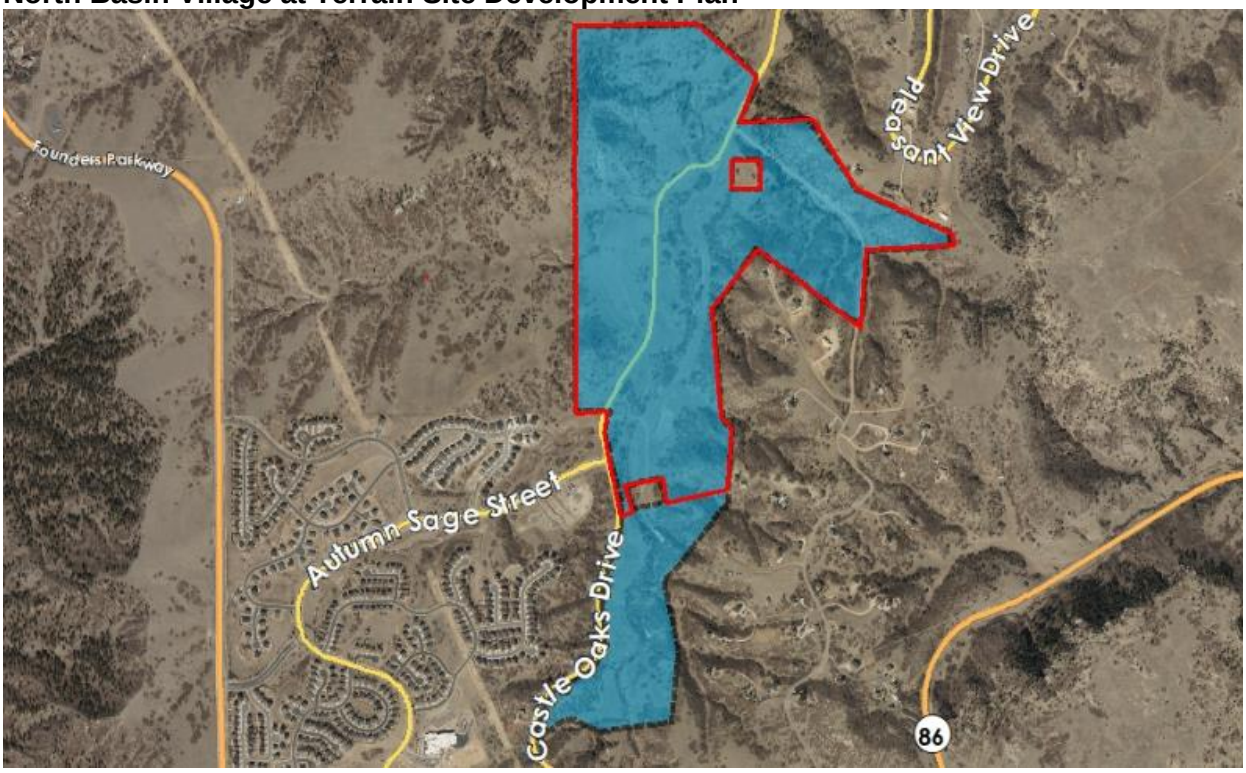
Garrett Co. has submitted a Site Development Plan application for a 324-unit apartment complex on 12.6 acres in Dawson Trails, located southwest of Dawson Trails Boulevard and Blanca Peak Parkway. Onsite amenities to include a clubhouse, pool, games lawn, dog park and dog wash. The clubhouse will include a co-working space, fitness center, leasing office and mail kiosk. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The site is located 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 100,054 square foot grocery store, 425 parking spaces, an online grocery order pick-up area, and a fueling station with a 184 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. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Dietz's district.

North Basin Village at Terrain Site Development Plan



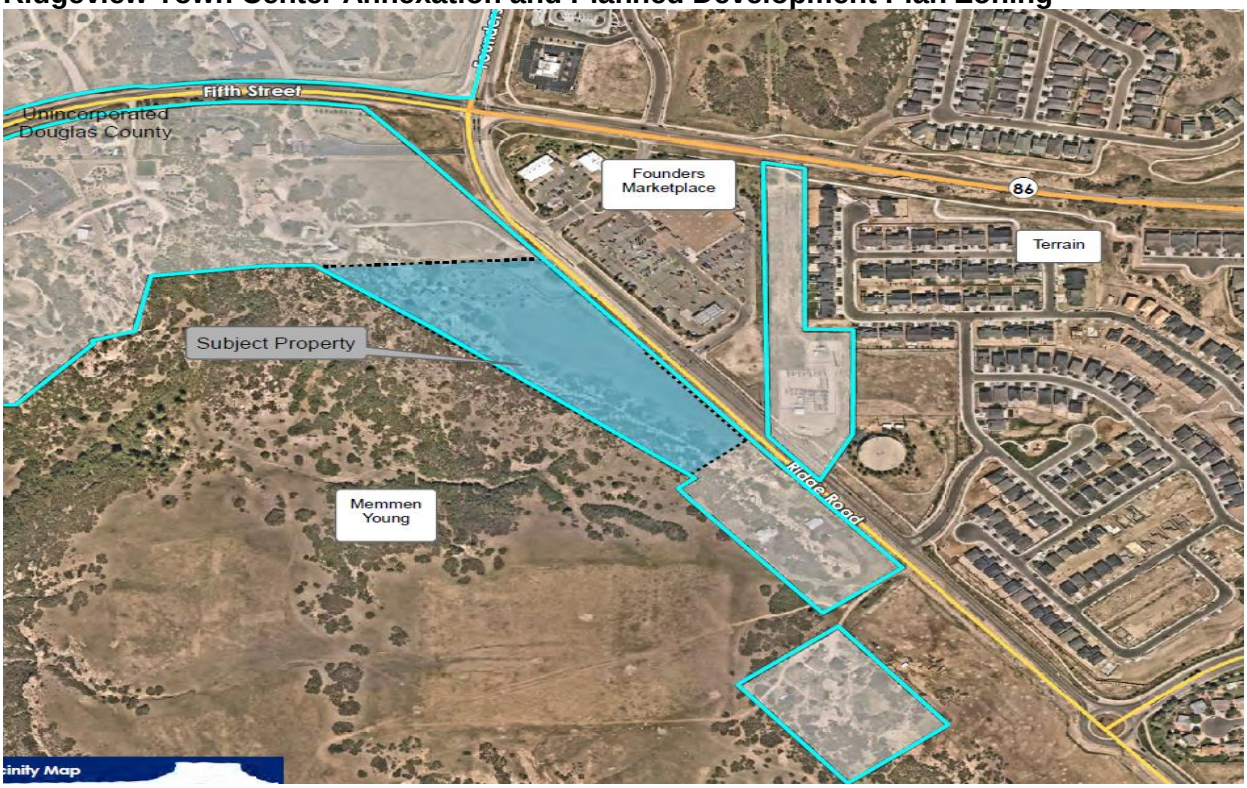
The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along 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



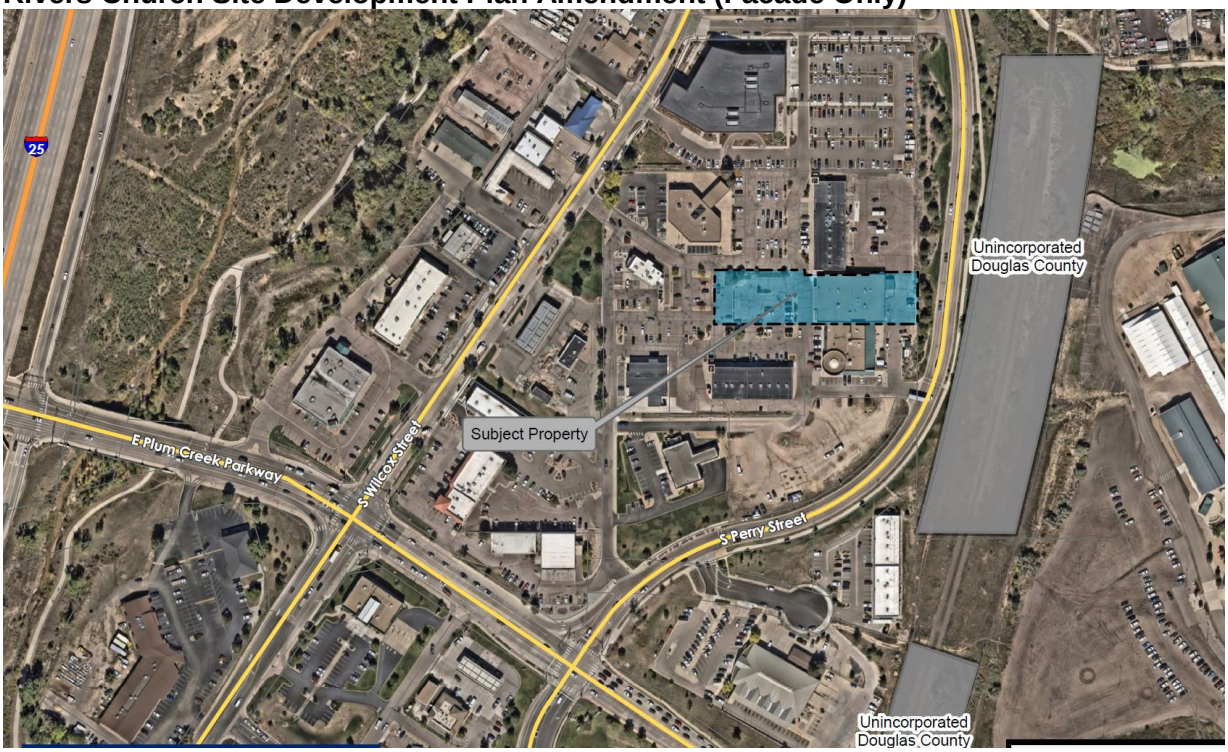
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and 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



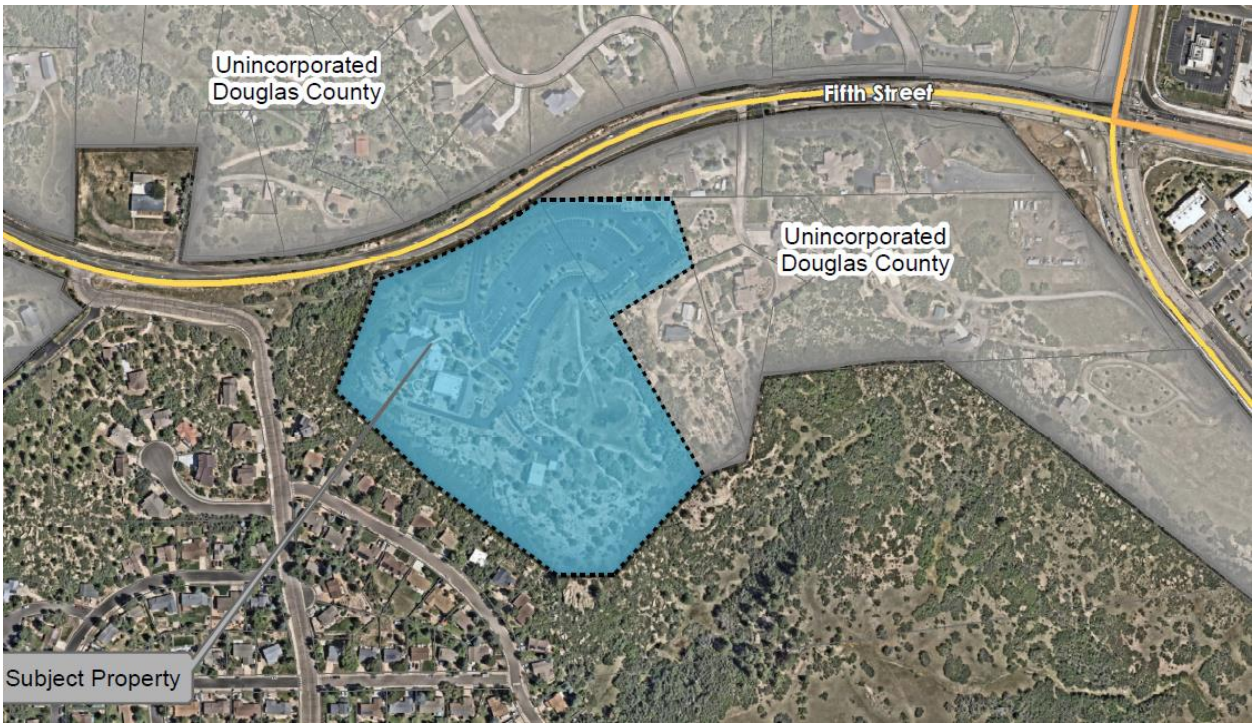
The property owner has submitted an application for annexation and zoning for a 10-acre parcel located at 895 N. Ridge Road, southwest of the intersection of State Highway 86 and N. Ridge Road. The owner proposes to zone the property to allow commercial uses, such as retail, office, restaurant, clinic 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. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is adjacent to Mayor Pro Tem Cavey's and Councilmember Brooks' districts.

Rivers Church Site Development Plan Amendment (Facade Only)



The property owner is proposing to renovate the west facade of the units at 136 and 138 South Wilcox Street. The site plan amendment includes building elevations depicting an increased height of the entry parapet, new paint colors, updated facade materials to replace the existing stucco and two new steel frame awnings with standing seam metal roof. The property is located in the Downtown Overlay District. The proposed site plan amendment requires a public hearing before the Design Review Board. The property is located in Councilmember Davis' district.

Saint Francis of Assisi Annexation



St Francis Church has submitted a 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.

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. 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: 4/21/2026

Item #: 10. **File #:** RES 2026-048

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
Zuzana Howard, Water Resources Program Analyst

Resolution Approving the 2026 Spot Water Lease Agreement Between the Town of Castle Rock and United Water and Sanitation District *[Chatfield Reservoir, Douglas County]*

Executive Summary

Castle Rock Water is seeking Town Council approval of a resolution (***Attachment A***) for a spot water lease with United Water & Sanitation District (United). United wishes to lease some of the Town's surplus water stored in Chatfield Reservoir to augment their downstream reservoir diversions from the main stem of the South Platte River. While the Town currently owns 848-acre feet (AF) of storage in Chatfield and intends to purchase an additional 129 AF in 2026, the Colorado Water Conservation Board (CWCB) allows for rental of the remaining permitted amount, for a total of 2,000 AF of storage. The Town currently has approximately 1,750 AF of water stored in the reservoir.

If Council approves this lease, up to 200 AF of water would be released from the Town's Chatfield Reservoir storage account into the main stem of the South Platte River. This release would occur between April 22, 2026 and December 31, 2026. The Town will assess a $420 per AF price for the water, with a minimum lease of 20 AF. Initial payment of $8,400 for the minimum 20 AF lease will be required 30 days from approval of this lease, with the remaining quantity to be paid upon subsequent releases. The potential revenue for this lease is up to $84,000. The agreement will terminate at the end of 2026.

Budget Impact

If Council approves the agreement, Castle Rock Water would receive between $8,400 and $84,000 of additional revenue in 2026. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the resolution as presented.

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
Attachment B**:** Agreement

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Thru: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Lauren Moore, Water Resources Manager
Zuzana Howard, Water Resources Program Analyst

Title: **Resolution Approving the 2026 Spot Water Lease Agreement Between the Town of Castle Rock and United Water and Sanitation District**
[Chatfield Reservoir, Douglas County]

Executive Summary

Castle Rock Water is seeking Town Council approval of a resolution (***Attachment A***) for a spot water lease with United Water & Sanitation District (United). United wishes to lease some of the Town's surplus water stored in Chatfield Reservoir to augment their downstream reservoir diversions from the main stem of the South Platte River. While the Town currently owns 848-acre feet (AF) of storage in Chatfield and intends to purchase an additional 129 AF in 2026, the Colorado Water Conservation Board (CWCB) allows for rental of the remaining permitted amount, for a total of 2,000 AF of storage. The Town currently has approximately 1,750 AF of water stored in the reservoir.

If Council approves this lease, up to 200 AF of water would be released from the Town's Chatfield Reservoir storage account into the main stem of the South Platte River. This release would occur between April 22, 2026 and December 31, 2026. The Town will assess a $420 per AF price for the water, with a minimum lease of 20 AF. Initial payment of $8,400 for the minimum 20 AF lease will be required 30 days from approval of this lease, with the remaining quantity to be paid upon subsequent releases. The potential revenue for this lease is up to $84,000. The agreement will terminate at the end of 2026.

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

Castle Rock Water Commission was informed of a lease with United at their March 24, 2021 meeting and recommended approval of the 2021 Water Lease Agreement.

On April 6, 2021 Town Council unanimously approved the 2021 Water Lease Agreement.

Castle Rock Water Commission was informed of a lease with United at their February 23, 2022 meeting and recommended approval of the 2022 Water Lease Agreement.

On March 1, 2022, Town Council unanimously approved the 2022 Water Lease Agreement.

On April 15, 2025 Town Council approved a 2025 spot water lease with United.

Castle Rock Water Commission will be informed of the 2026 spot water lease with United at their April 22, 2026 meeting. Information on the lease was sent to Commissioners the week of April 13, 2026.

Discussion

Castle Rock Water has a strategic goal to strive to maintain sustainable rates and fees, and demonstrate fiscal responsibility, accountability, and transparency. One of the tactics to achieve this goal is to maximize leasing opportunities for idle water rights. Over the past eight years, the Town has generated over $2.018 million by leasing idle water rights to downstream users (see **Table 1** below). Until these water rights can be fully utilized by the Town, Staff will continue to seek out users that can put these rights to beneficial use and generate revenue to the benefit of Castle Rock Water's customers.

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

Year	Revenue
2018	$70,699.75
2019	$30,606.65
2020	$29,019.13
2021	$499,449.73
2022	$531,647.81
2023	$214,123.90
2024	$262,490.54
2025	$380,521.91
TOTAL	**$2,018,559.42**

The key terms of the 2026 spot water lease agreement are summarized below:

- A minimum lease quantity of 20 AF with $8,400 payable 30 days after execution;
- Up to 200 AF total of water at a lease rate of $420/AF;
- Point of delivery will be to the main stem of the South Platte River, downstream of Chatfield Reservoir.

As mentioned in the Executive Summary, the Town has been able to store excess supplies in Chatfield Reservoir over the past year, which have exceeded the purchased storage amounts (848 AF). The Town does not physically have a way to utilize these excess storage supplies at this point in time, and CWCB has developed a lease agreement with the Town to lease the option amount for $50/AF. The 2026 lease with

CWCB will be at rate of $51,150 for 1,023 AF (2,000 AF available storage – 848 AF owned storage – 129 AF purchased storage in 2026) of storage space. The spot lease with United would allow the Town to further maximize storage space within the reservoir and will more than cover the annual lease option of storage space with CWCB.

Budget Impact

If Council approves the agreement, Castle Rock Water would receive between $8,400 and $84,000 of additional revenue in 2026. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the resolution as presented.

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

RESOLUTION NO. 2026-048

A RESOLUTION APPROVING THE 2026 SPOT WATER LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND UNITED WATER AND SANITATION DISTRICT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") owns certain water in the Chatfield Basin that is reusable and fully consumable after its first use for municipal purposes by the Town; and

WHEREAS, from time to time, a certain amount of this water is surplus to the needs and obligations of the Town ("Surplus Water"); and

WHEREAS, the Town anticipates it will have Surplus Water available for lease from time to time in 2026; and

WHEREAS, United Water and Sanitation District (the "District") desires to lease a certain portion of the surplus water from the Town for use as an augmentation source for municipal purposes for its partners; and

WHEREAS, the Town and the District have agreed upon the terms and conditions of a Spot Water Lease Agreement.

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

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

PASSED, APPROVED AND ADOPTED this 21st day of April, 2026, by the Town Council of the Town of Castle Rock by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

TOWN OF CASTLE ROCK/UNITED WATER AND SANITATION DISTRICT SPOT WATER LEASE AGREEMENT

THIS SPOT WATER LEASE AGREEMENT (the "Agreement") is entered into on _____, 2026, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town the Castle Rock Water Enterprise, as Lessor (the "Town"), and United Water and Sanitation District, as Lessee ("Lessee") (collectively, the Town and Lessee are referred to as the Parties).

RECITALS

WHEREAS, the Town owns certain water in the Chatfield Basin that is reusable and fully consumable after its first use for municipal purposes by the Town; and

WHEREAS, from time to time, a certain amount of this water is surplus to the needs and obligations of the Town ("Surplus Water"); and

WHEREAS, the Town anticipates it will have Surplus Water available from time to time in 2026; and

WHEREAS, Lessee desires to lease a certain portion of the Surplus Water from the Town for use as an augmentation source for municipal purposes for its partners in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

1. Water Rights Lease. The Town hereby leases to Lessee a minimum of 20 acre-feet (AF) and up to a maximum of 200 AF of Surplus Water ("Leased Spot Water"), which will be made available to Lessee from April 22, 2026 through December 31, 2026, with deliveries not to exceed 2 AF per day.

2. Deliveries.

A. Amount. The Town shall provide Lessee each day with flow measurement data at the discharge point for the Leased Spot Water for the preceding day. Notwithstanding the notice requirements below, the Town may provide flow measurement data by phone, fax, email or other suitable means to assure effective delivery management. Actual day-to-day deliveries that the Town guarantees a minimum of 0.01 AF will be available daily unless the Water Commissioner declares the Plum Creek is not a live stream at the Titan Gage. Lessee may verify at any time the accuracy of the flow measurement device used by the Town to measure the Leased Spot Water at the discharge point.

B. Location. Release from Chatfield Reservoir into the main stem of the South Platte River. Lessee shall take delivery of the Leased Spot Water at any facility Lessee owns, operates, or in which Lessee has the legal ability to store water on the South Platte River.

C. Acceptance of Deliveries. Subject to the non-refundable payment obligation below, Lessee may either accept or decline delivery of any portion of the Leased Spot Water the Town delivers in accordance with this Agreement. Acceptance of delivery will be confirmed only by inclusion of Leased Spot Water in substitute water supply plan or augmentation plan accounting described below.

D. Accounting. Beginning on the 1st of each month, Lessee shall provide the Town with a weekly accounting of the water it uses from this supply as an exchange. Lessee shall supply the Town its exchange accounting on a monthly basis, no later than the fifteenth day of the month, following the month of accounting, or on a more frequent basis and at the times required to report to the water commissioner or division engineer as required by the Division of Water Resources.

3. Lease Rate. Lessee shall pay to the Town $8,400.00 for the first 20 AF of Leased Spot Water and $420.00 for each additional AF of Leased Spot Water delivered hereunder. Payment for the first 20 AF of Leased Spot Water shall be made by no later than 30 days following the execution of this Agreement by both Parties and is non-refundable. Payment for the total quantity leased, less the initial payment, shall be made 30 days following the final day of the release as set forth in Section 1 herein.

4. Quality of Leased Water. Leased Water shall be delivered "as is," but shall be of a quality that meets all standards and effluent limitations specified in Colorado Discharge Permit System Permit No. CO-0038547, as amended, or in any other discharge permit issued by the Colorado Water Quality Control Division or by the U.S. Environmental Protection Agency authorizing discharges from the Plum Creek Water Reclamation Authority facility. The quality of such water shall be measured at the authorized discharge point(s) specified in any such discharge permit. By entering into this Agreement and by accepting and using the Leased Spot Water, Lessee acknowledges that such water meets the requirements of this Agreement and is suitable for exchange purposes.

5. Lease Term. The term of this Agreement shall commence upon its execution and expire December 31, 2026. By mutual written agreement of the Parties, this Lease Agreement may be renewed on the same or on different terms.

6. Lessee's Obligations. Lessee's obligations under this Agreement are limited to making the payments as described in paragraph 3 above.

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

If to Town:	Town of Castle Rock Castle Rock Water Attn: Lauren Moore, Water Resources Manager 175 Kellogg Court Castle Rock, CO 80109 lmoore@crgov.com
With a copy to:	Town of Castle Rock Town Attorney's Office Attn: Michael J. Hyman, Town Attorney 100 N. Wilcox Street Castle Rock, CO 80104 mhyman@crgov.com
If to United:	United Water and Sanitation District Attn: Drew Damiano 8301 E. Prentice Avenue, #120 Greenwood Village, CO 80111
With a copy to:	David F. Bower Johnson & Repucci LLP 850 W. South Boulder Road, Suite 100 Louisville, CO 80027 Dfbower@j-rlaw.com

8. Assignment. Lessee may not assign its rights hereunder without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion. In the event that Lessor consents to an assignment of Lessee's rights hereunder, the assignee shall execute an assumption agreement pursuant to which it shall assume Lessee's obligations hereunder. The terms of such assumption agreement must be approved by Lessor.

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

10. Binding Effect. The execution of this Agreement by the Town and the Lessee constitutes the execution of a binding lease agreement by the Parties on the terms and conditions contained herein and may not be modified except in writing signed by both Parties. This Lease shall be binding on the Parties' respective successors and assigns.

11. Controlling Law. This Lease Agreement shall be governed under, and construed pursuant to the laws of the State of Colorado.

(Signature page to follow)

LESSOR:

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

LESSEE:

UNITED WATER AND SANITATION DISTRICT

By: _____

APPROVED as to FORM SS

Name: Robert A. Lembke

Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe **)**

The foregoing instrument was acknowledged before me this 20th day of April, 2026, by Robert A. Lembke, as President for the United Water and Sanitation District.

Witness my official hand and seal.
My commission expires: 10/8/2028

[S E A L]

_____
Notary Public

MARY BATES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204035076
MY COMMISSION EXPIRES 10/08/2028

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 11. **File #:** PROC 2026-007

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Proclamation: Historic Preservation Month - May 2026 (For Council Action - Presentation on May 5, 2026)

Executive Summary

Town Council to consider a Proclamation recognizing May 2026 as Historic Preservation Month, for presentation on May 5, 2026.

PROCLAMATION

National Historic Preservation Month

Whereas, historic preservation is an effective tool for managing growth, sustaining development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

Whereas, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

Whereas, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

Whereas, the observance of National Historic Preservation Month provides an opportunity to promote awareness of historic resources and to encourage their protection for future generations; and

Whereas, National Preservation Month is co-sponsored by the Castle Rock Historical Society, The Castle Rock Historic Preservation Board, and the National Trust for Historic Preservation.

Now Therefore, the Town Council of the Town of Castle Rock, Colorado, does hereby proclaim:

May 2026

National Historic Preservation Month

In Castle Rock, Colorado

ATTEST:

TOWN OF CASTLE ROCK:

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 12. **File #:** MIN 2026-011

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: April 7, 2026, Town Council Meeting

Executive Summary

Attached are minutes from the April 7, 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, April 7, 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. April 7, 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: 6 - Mayor Pro Tem Cavey, Councilmember Hollingshead, Councilmember Bracken, Councilmember Davis, Councilmember Dietz, Mayor Gray

Not Present: 1 - Councilmember Brooks

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray expressed his wishes that everyone had a Happy Easter. He encouraged everyone to be kind.

Councilmember Bracken stated he had neck surgery. He stated last week other members of his family faced health issues and asked to pray for his parents.

Councilmember Davis stated May is Historic Preservation Month and reminded residents of the events that will be held and to remember people that got us where we are today.

Councilmember Dietz stated people want to live here because we have a safe community. We need to keep up with the amenities needed. He encouraged people not to speed.

Mayor Pro Tem Cavey stated it is important to take time with family.

PROC 2026-003 **Proclamation: 2026 Arbor Day** (For Presentation - Approved on March 24, 2026, by a vote 7-0)

Mayor Gray read the proclamation into the record.

PROC 2026-004 **Proclamation: Mayor's Challenge Supporting April as Water Conservation Month** (For Presentation - Approved on March 24, 2026, by a vote 7-0)

Mayor Gray read the proclamation into the record.

UNSCHEDULED PUBLIC APPEARANCES

Citizens that addressed Council:

Tyler Barnett is a Terrain resident and student. He supports a CDOT mobility hub for Bustang and passenger rail with pedestrian connections to neighborhoods.

TOWN MANAGER'S REPORT

ID 2026-038 **Proposed Donation of Lost Canyon Ranch Diorama for Town Hall Display**

Jeff Brauer, Director of Parks and Open Space, presented the proposed donation. He announced they would be opening Lost Canyon to the public this summer.

Marne Hansen, Executive Director and Zach Deegan, VP of the Board shared more of what they envision for the open space. One of Zach's students came up with the idea of creating a 3D map of Lost Canyon that they presented to Council tonight.

ID 2026-039 **Update: Calendar Reminders**

Dave Corliss, Town Manager, provided a calendar update.

ID 2026-040 **Update: Legislative Update**

ID 2026-041 **Development Services Project Updates**

Tara Vargish, Director of Development Services, provided the update.

ID 2026-042 **Update: Quasi-Judicial Projects**

TOWN ATTORNEY'S REPORT

DIR 2026-010 **Dawson Trails Metropolitan District No. 1 - Review of Proposed Bond Issuance**

Mike Hyman, Town Attorney, presented the item.

ACCEPTANCE OF AGENDA

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Davis, to Approve the Agenda as presented. The motion passed by a vote of:

Yes: 6 - Cavey, Hollingshead, Bracken, Davis, Dietz, Gray

Not Present: 1 - Brooks

CONSENT CALENDAR

Moved by Councilmember Bracken, seconded by Mayor Pro Tem Cavey, to Approve the Consent Calendar as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Hollingshead, Bracken, Davis, Dietz

RES 2026-042 **Resolution Approving a Construction Contract with Civil Specialties, Inc., for the Construction of the Canyon Drive Sidewalk Project**

RES 2026-043 **Resolution Waiving Formal Written Bidding Requirements on the Basis of Sole Source and Approving an Agreement for Service with CORE Electric Cooperative for the Installation of Street Lighting Infrastructure for the Crowfoot Valley Road Widening Project**

RES 2026-044 **Resolution of the Town Council of the Town of Castle Rock Approving the Renaming of Praxis Street to Atchison Way and Brickyard Lane**

RES 2026-045 **Resolution Authorizing the Assignment and Transfer to the Douglas County Housing Partnership of all of the Town of Castle Rock's 2026 Private Activity Bond Volume Cap Allocation and the Execution and Delivery of an Assignment and Other Documents in Connection Therewith**

PROC 2026-005 **Proclamation: Peace Officers Memorial Day and Police Week 2026**
(For Presentation - Approved on April 7, 2026, by a vote 6-0)

PROC 2026-006 **Proclamation: National Crime Victims' Rights Week, April 19-25, 2026**
(For Presentation - Approved on April 7, 2026, by a vote 6-0)

MIN 2026-009 **Minutes: March 24, 2026, Town Council Meeting**

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

RES 2026-046 **Resolution Approving the Directional Sign Plaza Agreement Between the Town of Castle Rock and City Wide Signs, LLC**

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

Citizens that addressed Council:

Aaron Foy, builder, supports this program, it is helpful for his business, and less clutter of alot of little signs all over town.

Morgan Collin, HBA, has been working with staff and appreciates Council support.

Mayor Pro Tem Cavey asked how many sign locations there will be. Vargish stated they are proposing up to 15 which will still be evaluated and they will update Town Council.

Mayor Gray appreciates it can be re-evaluated in a year.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Hollingshead, to Approve Resolution RES 2026-046 as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Hollingshead, Bracken, Davis, Dietz

RES 2026-047 **Resolution Approving the Amended and Restated Consolidated Service Plan for Valley View Metropolitan District Nos. 1-3; Authorizing the Execution of an Amended and Restated Intergovernmental Agreement by and Between the Town of Castle Rock and the Districts** *[location: approximately 409-acre Canyons Far South development, east of Founders Parkway, south of Crowfoot Valley Road, north of Crimson Sky Drive and west of Castle Oaks Drive]*

Mike Hyman, Town Attorney, presented the item.

Mayor Pro Tem Cavey recalled that mill levies were capped at 60 mills. Hyman stated staff agreed to allow the max to be 70 mills because of this development. Corliss stated they also weighed that and the developer modified the site development plan to accommodate residents, which has increased their costs. They will get a completed park and changes to road and sidewalk improvements that are public improvements, but they are not extending the time.

Cavey asked what the special assessments may be. Corliss stated it will be an assessment not a mill levy.

District Council for the developer stated these assessments will not be paid by the end user. They will be paid by the builder.

Councilmember Dietz confirmed the assessments do not affect the mill levy and asked if the assessments need to come to Council. Hyman stated that is between the developer and the builder.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Dietz, to Approve Resolution RES 2026-047 as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Hollingshead, Bracken, Davis, Dietz

DIR 2026-011 **Valley View Metropolitan District No. 1 - Review of Proposed Bond Issuance** *[location: approximately 409-acre Canyons Far South development, east of Founders Parkway, south of Crowfoot Valley Road, north of Crimson Sky Drive and west of Castle Oaks Drive]*

Mike Hyman, Town Attorney, presented the item.

No public comment.

ORD 2026-012 **Ordinance Approving the First Amendment to the 2026 Fiscal Year Budget by Making Supplemental Appropriations for the 2026 Fiscal Year First Reading)**

Pete Managers, Assistant Director of Finance, presented the item.

Councilmember Dietz inquired about the Arch Flash Assessment.

Mark Marlowe, Director of Castle Rock Water, explained the process.

Mayor Pro Tem Cavey recused herself as this involves Axom.

No public comment.

Moved by Councilmember Hollingshead, seconded by Councilmember Davis, to Approve Ordinance ORD 2026-012 as presented. The motion passed by a vote of:

Yes: 5 - Gray, Hollingshead, Bracken, Davis, Dietz

Recuse: 1 - Cavey

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

ADJOURN

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Hollingshead, to Adjourn. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Hollingshead, Bracken, Davis, Dietz

Meeting adjourned at 8pm.

Submitted by Lisa Anderson, Town Clerk

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 13. **File #:** ORD 2026-012

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Trish Muller, CPA, Finance Director

Ordinance Approving the First Amendment to the 2026 Fiscal Year Budget by Making Supplemental Appropriations for the 2026 Fiscal Year (Second Reading - Approved on First Reading on April 7, 2026, by a vote 5-0)

Executive Summary

The charter for the Town of Castle Rock allows for amendments to budget appropriations, including requests for supplemental appropriations that require approval by ordinance (Section 9.10). The Finance Department prepares budget amendments for Town Council consideration based on needs that may arise throughout the year. The number of budget amendments varies by year depending on needs/opportunities as they are identified. The chart below shows supplemental appropriations for the last five years.

Fiscal Year		Revenue	Supplemental Appropriations
2021	Carryforward Amendment	$ -	$ 49,824,231
	1st Amendment	$ 125,000	$ 5,720,437
	2nd Amendment	$ 2,386,282	$ 1,301,727
	3rd Amendment	$ -	$ 4,919,933
2022	Carryforward Amendment	$ -	$ 37,308,413
	1st Amendment	$ 36,122,836	$ 36,674,688
	2nd Amendment	$ 20,437,317	$ 19,128,116
	3rd Amendment	$ 3,828,740	$ 12,844,306
	4th Amendment	$ 3,048,711	$ 12,626,501
2023	Carryforward Amendment	$ -	$ 84,357,215
	1st Amendment	$ 167,880	$ 5,902,635
	2nd Amendment	$ 165,795,674	$ 191,637,745
	3rd Amendment	$ 2,700,944	$ 6,115,138
	4th Amendment	$ 4,616,807	$ 4,815,754
2024	Carryforward Amendment	$ -	$ 91,124,553
	1st Amendment	$ 164,029,503	$ 176,602,796
	2nd Amendment	$ 445,888	$ 12,825,188

	3rd Amendment	$ 3,457,757	$ 4,271,821
2025	Carryforward Amendment	$ -	$ 157,580,495
	1st Amendment	$ 67,100,481	$ 17,566,084
	2nd Amendment	$ 82,695,142	$ 81,526,589
	3rd Amendment	$ 2,983,326	$ 11,555,426

Supplemental expenditure requests in this proposed First Amendment to the 2026 Budget total $10,609,944. Also, an additional $26,693,267 of revenue is being requested. Descriptions of requested items are included in **Attachment B**. The Finance Department has reviewed all requests and has determined that sufficient funding is available to accommodate this proposed First Amendment to the 2026 Budget. Following is a summary of requested items.

Discussion

Total requested changes to appropriations referred to in **Attachment B** increase total expenditures for 2026 by $10,609,944. Major requests included in this budget amendment are described below and are grouped by Town priority.

Secure our water future

- Castle Rock Water is requesting to re-appropriate Wastewater funds totaling $145,000 that were included in the 2025 budget to fund an anticipated shortfall in the replacement contributions for the purchase of a replacement truck and vacuum truck, due to timing the purchase order was carried forward to 2026.
- Castle Rock Water is requesting supplemental appropriation totaling $178,390 in the Water Resources Fund personnel costs for an anticipated shortfall in those accounts related to staff costs that were approved as part of a 2025 budget amendment but were inadvertently omitted from the 2026 budget document.
- Castle Rock Water is requesting supplemental appropriation totaling $27,000 in the Water, Water Resources, Stormwater and Wastewater Funds to purchase four vehicles from Development Services that are no longer needed. These vehicles will be taken out of the Replacement Program and utilized as reserve vehicles for Castle Rock Water.
- Castle Rock Water is requesting supplemental appropriation totaling $150,000 in the Water Fund for the design phase of the Water Storage Tank CL2 Analyzer and Mixer Modifications Project.
- Castle Rock Water is requesting supplemental appropriation totaling $505,068 in the Water, Water Resources and Wastewater Funds for an Arc Flash assessment of electrical equipment across Water, Wastewater, and Facilities sites to identify electrical hazards, label equipment, and ensure compliance with safety standards.

Enhancing our transportation

- The Public Works Department is requesting to re-appropriate Transportation funds totaling $1,063,888 for the Pavement Maintenance Improvement Plan. These funds were budgeted for and went unspent in 2025.
- The Public Works Department is requesting to re-appropriate Transportation funds totaling $343,841 for bridge repair and maintenance. These funds were budgeted for and went unspent in 2025.

- The Public Works Department is requesting supplemental funds in the Transportation Fund of $400,000 to fund the Town's share of the costs to establish the Link on Demand Micro Transit Pilot Program.
- The Public Works Department is requesting supplemental funds in the Transportation Capital Fund of $750,000 for the Founders Parkway Traffic Operations and Safety Study project that Council approved as a revision to the Town's 5-year plan at the March 24th Council meeting.

- The Public Works Department is requesting supplemental funds in the Transportation Capital Fund of $450,000 for the development of a roundabout at Crystal Valley and W. Loop Rd. project that Council approved as a revision to the Town's 5-year plan at the March 24th Council meeting. This request is off-set with an increase in revenue appropriation.
- The Public Works Department is requesting supplemental appropriation in the Fleet Fund totaling $3,800,000 to begin the order of two replacement apparatus for the Fire and Rescue Department. Due to the lengthy turn-around of 4-5 years on Fire apparatus it has been determined that the equipment must be ordered now in order to have it on hand when it is needed. This is offset by Fire General Fund replacement contributions collected in the Fleet Fund.
- The Public Works Department is requesting supplemental appropriation in the Fleet Fund totaling $52,500 for the replacement of three gas mowers with electric mowers for the Parks and Recreation Department. This is offset by Parks General Fund replacement contributions collected in the Fleet Fund.
- The Public Works Department is requesting supplemental appropriation in the Fleet Fund totaling $73,930 for various operating needs including; uniforms, a new vehicle lift, training, outsourced vehicle repair, equipment and software maintenance.
- The Public Works Department is requesting to re-appropriate 2025 revenue budget in the Transportation Capital Fund of $17,595,262 related to the Crystal Valley Interchange project.
- The Public Works Department is requesting to re-appropriate 2025 revenue budget in the Transportation Capital Fund of $3,500,000 for a Federal Grant awarded for the 5th St. Widening project.
- The Public Works Department is requesting supplemental revenue appropriation totaling $211,003 in the Fleet Fund for expected increases in revenue related to transfers in from the General Fund and the Wastewater Fund.

Maintain strong Parks and Recreation

- The Parks and Recreation Department is requesting to re-appropriate $4,335,000 in the General Fund revenue budget related to a grant from DRCOG for engineering, design, and construction of a trail connecting Philip S. Miller Park to Downtown Castle Rock. The corresponding expense is part of the Capital Carryforward process.
- The Parks and Recreation Department is requesting re-appropriate $50,000 in the General Fund to repair the Rock Park Access Road. This was budgeted in 2025 but was unable to be completed.
- The Parks and Recreation Department is requesting to re-appropriate unspent General Long Term Planning Funds of $117,522 to resurface the Douglas County High School tennis court (per IGA) that did not occur as planned in 2025 due to project timing.

Ensure outstanding public safety

- The Fire Department is requesting to re-appropriate General funds of $40,000 for a Continuity of Operation Plan (COOP) Consultant to assist in the development of the Town's plan, as this was not completed in 2025.
- The Fire Department is requesting to re-appropriate unspent TABOR funds of $312,513 for town-wide Fire mitigation efforts. These funds were budgeted for and went unspent in 2025.
- The Fire Department is requesting supplemental appropriation in the Fire Capital fund totaling $355,190 related to the final construction budget, interfund loan interest payments, and issuance of the COP for Fire Station 156. This is offset by an increase in revenue.
- The Police Department is requesting supplemental appropriation of $66,000 in the General Fund to fund a shortfall in replacement contributions for the purchase of replacement police vehicles.
- The Police Department is requesting supplemental appropriation in the General Fund of $34,730 for the remaining amount in the Peace Officers Mental Health grant awarded in 2024. This request allows for continued mental health support services to be provided to Police Officers and Dispatchers in 2026. This request is offset with an increase in revenue appropriation.
- The Police Department is requesting supplemental appropriation in the General Fund of $130,808 for an amendment to the service agreement with Axon Enterprise which is used to purchase body-worn cameras, Tasers, and Evidence.com. The amendment was approved by Council in January 2026 to accommodate the staffing increases resulting from the passage of the 2024 Measure 2A.

Other Town funds and initiatives

- The Town Manager’s Office is requesting supplemental appropriation of $113,482 in the General Fund for the addition of a Risk Manager position. The FTE that previously supported risk management functions will remain allocated to the Town Attorney's Office but will be reclassified to support other legal needs.
- The Development Services Department is requesting supplemental appropriation of $135,106 in the General Fund to carryforward unspent grant funds and to fund additional grant expenditure needs in 2026 under the CDBG program. This request is off-set with an increase in revenue appropriation.
- The Finance Department is requesting to re-appropriate $390,500 in the General Fund for consultant services related to the procurement of the new Financial System.
- The Facilities Division is requesting to re-appropriate $79,762 in the General Long-Term Planning Fund technical services account for remediation efforts at Town Hall and 830 N. Wilcox St.
- The Public Works Department is requesting to re-appropriate $50,000 in the General Long-Term Planning Fund for repair and maintenance of Town owned parking lots. These funds went unspent in 2025 due to timing.
- The Division of Innovation and Technology is requesting to re-appropriate $289,195 in the General Fund for unspent IT Governance funds to be used for various town-wide web accessibility related costs.
- The Division of Innovation and Technology is requesting to re-appropriate $270,000 in the

General Fund for unspent supply funds to be used for the replacement of Town servers and storage devices, and planned software purchases that due to time constraints were not able to be completed.

- The Division of Innovation and Technology is requesting to re-appropriate $66,000 in the General Fund for unspent technical services that are needed for fiber repair and other technical services to support the Town's payroll system.
- Human Resources is requesting supplemental appropriation in the General Fund of $68,175 to fund the reclassifications of all HR employees to ensure fair and equitable compensation.
- Human Resources is requesting supplemental appropriation in the Employee Benefits Fund of $101,344 for the salary and benefits of a full time Benefits Specialist to help manage increasing benefits administration workload and ensure timely support for employees.

The additional amount of expenditure appropriation requested in this amendment are shown below and are grouped by Town fund.

	Supplement Requests
General Fund	$ 1,653,996
TABOR Fund	$ 312,513
Transportation Fund	$ 1,807,729
Fire Capital Fund	$ 355,190
Transportation Capital Fund	$ 1,200,000
General Long-Term Planning Fund	$ 247,284
Water Fund	$ 323,856
Water Resources Fund	$ 352,246
Stormwater Fund	$ 10,500
Wastewater Fund	$ 318,856
Employee Benefits Fund	$ 101,344
Fleet Services Fund	$ 3,926,430
TOTAL:	$ 10,609,944

Budget Impact

As presented in **Attachment C**, the Finance Department has ensured that funding is available through either revenues and/or fund balance for requested items, maintaining adequate reserves within each fund.

Staff Recommendation

Staff recommends that Town Council approve the Ordinance as written.

Proposed Motion

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

Alternative Motions

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

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

Attachments
Attachment A: Ordinance
Attachment B: Requests for Supplemental Appropriation
Attachment C: Estimated Ending Funds Available for 2026

ORDINANCE NO. 2026-012

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE 2026 FISCAL YEAR BUDGET BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE 2026 FISCAL YEAR

WHEREAS, on October 21, 2025, the Town Council approved Ordinance No. 2025-032 adopting the annual budget and approving the amounts specified therein as expenditures for fiscal year 2026 (the "Fiscal Year 2026 Budget"); and,

WHEREAS, Section 9-10 of the Town Charter provides that, if during the fiscal year, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council may by ordinance make supplemental appropriations for the year up to the amount of such excess; and,

WHEREAS, the Town Manager has certified that revenues collected in prior years are available to accommodate the additional authorized expenditures as set forth in the proposed First Amendment to the Fiscal Year 2026 Budget.

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

Section 1. **Budget Amendment.** The Fiscal Year 2026 Budget is amended to reflect the budgeting and appropriation of aggregate 2026 revenues and expenditures to the respective Town funds as follows:

		2026 Fiscal Year Budget	2026 Supplemental Appropriations	2026 Amended Budget
General Fund	Revenues	$ 100,184,057	$ 4,573,586	$ 104,757,643
	Expenditures	102,204,350	1,653,996	103,858,346
	Net Change	$ (2,020,293)	$ 2,919,590	$ 899,297
TABOR Fund	Revenues	$ -	$ -	$ -
	Expenditures	1,874	312,513	314,387
	Net Change	$ (1,874)	$ (312,513)	$ (314,387)
Transportation Fund	Revenues	$ 32,601,511	$ -	$ 32,601,511
	Expenditures	37,132,449	1,807,729	38,940,178
	Net Change	$ (4,530,938)	$ (1,807,729)	$ (6,338,667)
Fire Capital Fund	Revenues	$ 13,810,549	$ 363,419	$ 14,173,968
	Expenditures	14,033,817	355,190	14,389,007
	Net Change	$ (223,268)	$ 8,229	$ (215,039)

Transportation Capital Fund	Revenues	$	7,144,931	$ 21,545,262	$ 28,690,193
	Expenditures		6,598,007	1,200,000	7,798,007
	Net Change	$	546,924	$ 20,345,262	$ 20,892,186
General Long-Term Planning Fund	Revenues	$	1,169,154	$ -	$ 1,169,154
	Expenditures		2,481,894	$ 247,284	2,729,178
	Net Change	$	(1,312,740)	$ (247,284)	$ (1,560,024)
Water Fund	Revenues	$	31,145,325	$ -	$ 31,145,325
	Expenditures		30,816,147	323,856	31,140,003
	Net Change	$	329,178	$ (323,856)	$ 5,322
Water Resources Fund	Revenues	$	39,731,679	$ -	$ 39,731,679
	Expenditures		41,435,356	352,246	41,787,602
	Net Change	$	(1,703,677)	$ (352,246)	$ (2,055,923)
Stormwater Fund	Revenues	$	6,177,283	$ -	$ 6,177,283
	Expenditures		8,209,897	10,500	8,220,397
	Net Change	$	(2,032,614)	$ (10,500)	$ (2,043,114)
Wastewater Fund	Revenues	$	23,257,348	$ -	$ 23,257,348
	Expenditures		36,300,369	318,856	36,619,225
	Net Change	$	(13,043,021)	$ (318,856)	$ (13,361,877)
Employee Benefits Fund	Revenues	$	14,931,470	$ -	$ 14,931,470
	Expenditures		14,080,487	101,344	14,181,831
	Net Change	$	850,983	$ (101,344)	$ 749,639
Fleet Services Fund	Revenues	$	9,026,521	$ 211,000	$ 9,237,521
	Expenditures		7,217,471	3,926,430	11,143,901
	Net Change	$	1,809,050	$ (3,715,430)	$ (1,906,380)
Total	Revenues	$	279,179,828	$ 26,693,267	$ 305,873,095
	Expenditures		300,512,118	10,609,944	311,122,062
	Net Change	$	(21,332,290)	$ 16,083,323	$ (5,248,967)

Section 2. **Compliance**. The First Amendment to the Fiscal Year 2026 Budget, as adopted, complies with Article IX of the Town Charter, and the total authorized expenditures and provisions for contingencies do not exceed the total estimated revenues available for appropriation.

Section 3. **Severability.** If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

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

APPROVED ON FIRST READING this 7th day of April, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 5 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 21st day of April, 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:

_____
Trish Muller, CPA, Finance Director

Town of Castle Rock
First Amendment to the 2026 Budget
Requests for Supplemental Appropriations

GENERAL FUND - 110

REVENUES

110-5275-334.20-00	Intergovernmental - Capital Grants	$	4,335,000
	The Parks and Recreation Departments is requesting to re-appropriate 2025 revenue budget related to a grant from DRCOG for engineering, design, and construction of a trail connecting Philip S. Miller Park to Downtown Castle Rock. The corresponding expense is part of the Capital Carryforward process.		
110-1530-391.40-51	Interfund Loan Revenue - Interfund Int-132	$	68,750
	The Finance Department is requesting supplemental appropriation to recognize revenue for the interest payments on the interfund loan from the Fire Capital Fund for the construction of Fire Station 156.		
110-2100-334.10-00	Intergovernmental - Operating Grants	$	34,730
	The Police Department is requesting supplemental revenue appropriation to for the remaining amount in the Peace Officers Mental Health grant awarded in 2024.		
110-1905-331.10-00	Intergovernmental - Operating Grants	$	135,106
	The Development Services Department is requesting supplemental revenue appropriation to offset the carry forward unspent grant funds and to fund additional grants anticipated for award in 2026 under the CDBG program.		
	TOTAL GENERAL FUND REVENUES	**$**	**4,573,586**

EXPENDITURES

110-1510-415.30-70	Services & Other - Oth Professional Services	$	390,500
	The Finance Department is requesting to re-appropriate unspent 2025 funds for GFOA consultant services related to the procurement of the new Financial System.		
110-1340-413.50-87	Services & Other - IT Governance	$	289,195
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2025 IT Governance funds to be used for various accessibility related costs.		
110-2200-422.30-70	Services & Other - Oth Professional Services	$	40,000
	The Fire Department is requesting to re-appropriate unspent 2025 funds for a Continuity of Operation Plan (COOP) Consultant to assist in the development of the Town's plan, as this was not completed in 2025.		
110-2120-421.91-80	Transfers Out - Fleet Fund	$	66,000
	The Police Departments is requesting supplemental appropriation to fund a shortfall in replacement contributions for the purchase of replacement police vehicles.		
110-1320-413.XX-XX	Various Account Codes	$	68,175
	Human Resources is requesting supplemental appropriation for reclassifications of all HR employees to ensure fair and equitable compensation.		
110-5220-452.40-31	Services & Other - Repair & Maint-Grounds	$	50,000
	The Parks and Recreation Department is requesting to re-appropriate unspent 2025 funds to repair the Rock Park Access Road. This was budgeted in 2025 but was unable to be completed in 2025.		
110-1905-419.30-70	Services & Other - Oth Professional Services	$	135,106
	The Development Services Department is requesting supplemental appropriation to carry forward unspent grant funds and to fund additional grant expenditure needs in 2026 under the CDBG program. This request is offset with an increase in revenue appropriation.		
110-1310-413.XX-XX	Various Account Codes	$	113,482
	The Town Manager's Office is requesting supplemental appropriation for the addition of a Risk Manager position. The FTE that previously supported risk management functions will remain allocated to the Town Attorney's Office but will be reclassified to support other legal needs.		

Town of Castle Rock
First Amendment to the 2026 Budget
Requests for Supplemental Appropriations

110-1530-415.61-30	Supplies - Computer-Hardware	$	210,000
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2025 funds for the planned purchase of servers and storage and devices. The purchase was not completed in 2025 due to time constraints.		
110-1340-413.61-31	Supplies - Computer-Software	$	60,000
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2025 funds for planned software purchases that, due to time constraints, were not able to be completed in 2025.		
110-1340-413.30-90	Services & Other - Technical Services	$	66,000
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2025 funds for fiber repair and other technical services needed to support the Town's payroll system.		
110-2100-421.30-43	Services & Other - Wellness Services	$	34,730
	The Police Department is requesting supplemental appropriation for the remaining amount in the Peace Officers Mental Health grant awarded in 2024. This request allows for continued mental health support services to be provided to Police Officers and Dispatchers in 2026. This request is offset with an increase in revenue appropriation.		
110-2120-421.61-20	Supplies - Operating Supplies	$	130,808
	The Police Department is requesting supplemental appropriation for an amendment to the service agreement with Axon Enterprise which is used to purchase body-worn cameras, Tasers, and Evidence.com. The amendment was approved by Council in January 2026 to accommodate the staffing increases resulting from the passage of the 2024 Measure 2A.		
	TOTAL GENERAL FUND EXPENDITURES	**$**	**1,653,996**

TABOR Fund - 113

EXPENDITURES

113-0000-415.30-70	Services & Other - Oth Professional Services	$	312,513
	The Fire Department is requesting to re-appropriate unused funds for town-wide Fire Mitigation efforts. These funds were budgeted for and went unspent in 2025.		
	TOTAL TABOR FUND EXPENDITURES	**$**	**312,513**

TRANSPORTATION FUND - 120

EXPENDITURES

120-3140-431.40-35	Services & Other - Repair & Maint-Streets	$	842,763
	The Public Works department is requesting to re-appropriate funds for the Pavement Maintenance Improvement Plan. These funds were budgeted for and went unspent in 2025.		
120-3175-431.40-35	Services & Other - Repair & Maint-Streets	$	221,125
	The Public Works department is requesting to re-appropriate funds for the Pavement Maintenance Improvement Plan. These funds were budgeted for and went unspent during 2025.		
120-3140-431.40-42	Services & Other - Repair & Maint - Bridges	$	343,841
	The Public Works department is requesting to re-appropriate funds for bridge repair and maintenance. These funds were budgeted for and went unspent in 2025.		
120-3130-431.30-70	Services & Other - Oth Professional Services	$	400,000
	The Public Works Department is requesting supplemental funds for the Town’s share of the costs to establish the Link on Demand Micro Transit Pilot Program.		
	TOTAL TRANSPORTATION FUND EXPENDITURES	**$**	**1,807,729**

Town of Castle Rock
First Amendment to the 2026 Budget
Requests for Supplemental Appropriations

FIRE CAPITAL FUND - 132

REVENUES			
132-2280-393.40-20	Debt & Financing Revenue - COP Proceeds	$	363,419
	The Fire Department is requesting to increase appropriations for the COP Proceeds for Fire Station 156 based on the final issuance of the COP.		
	TOTAL FIRE CAPITAL FUND REVENUES	**$**	**363,419**
EXPENDITURES			
132-2280-422.88-53	Debt & Financing - 2026 COP Interest	$	(98,162)
	The Fire Department is requesting to reduce appropriations for the repayment of the Fire Station 156 COP Interest payments based on the final issuance of the COP.		
132-2280-422.88-54	Debt & Financing - 2026 COP Principal	$	(128,817)
	The Fire Department is requesting to reduce appropriations for the repayment of the Fire Station 156 COP Principal payment based on the final issuance of the COP.		
132-2280-422.88-19	Debt & Financing - Bond-COP Issue Costs	$	63,419
	The Fire Department is requesting to increase appropriations for the COP Issuance Costs for Fire Station 156 based on the final issuance of the COP.		
132-2275-422.78-18	Capital - New Fire Station	$	450,000
	The Fire Department is requesting to increase appropriations for construction costs of the new Fire Station 156.		
132-2290-422.90-60	Interfund Loan - Interfund Int-110	$	68,750
	The Fire Department is requesting to increase appropriations for payment of interest on the interfund loan from the General Fund for the construction of Fire Station 156.		
	TOTAL FIRE CAPITAL FUND EXPENDITURES	**$**	**355,190**

TRANSPORTATION CAPITAL FUND - 135

REVENUES			
135-0000-380.20-00	Contributions & Donations - Developer Contributions	$	450,000
	The Public Works Department is requesting supplemental appropriation to recognize deferred revenue from Developer Contributions for the CVP/W. Loop Rd. project.		
135-0000-380.20-00	Contributions & Donations - Developer Contributions	$	1,846,926
	The Public Works Department is requesting to re-appropriate 2025 revenue budget to recognize revenue from the Crystal Valley Interchange project escrow account. These funds will be used towards the Crystal Valley Interchange project in accordance with the escrow agreement.		
135-0000-380.20-00	Contributions & Donations - Developer Contributions	$	1,700,000
	The Public Works Department is requesting to re-appropriate 2025 revenue budget to receive revenue from CORE Electric Cooperative. These grant funds will be used towards the Crystal Valley Interchange project in accordance with the agreement.		
135-0000-380.20-00	Contributions & Donations - Developer Contributions	$	3,121,248
	The Public Works Department is requesting to re-appropriate 2025 revenue budget to receive revenue from a contribution in an agreement with the Dawson Trails Metro District. These funds are to be spent on the Crystal Valley Interchange project in accordance with the development agreement.		
135-0000-380.20-00	Contributions & Donations - Developer Contributions	$	920,243
	The Public Works Department is requesting to re-appropriate 2025 revenue budget to receive revenue from the railroad. These funds will be used towards the Crystal Valley Interchange project in accordance with the agreement.		
135-0000-380.70-00	Contributions & Donations - Governmental Contribution	$	9,576,056
	The Public Works Department is requesting to re-appropriate 2025 revenue budget to recognize revenue from an agreement with Douglas County. These funds are to be spent on the Crystal Valley Interchange project in accordance with the intergovernmental agreement.		

Town of Castle Rock
First Amendment to the 2026 Budget
Requests for Supplemental Appropriations

135-0000-331.20-00	Intergovernmental - Capital Grants	$	430,789
	The Public Works Department is requesting to re-appropriate 2025 revenue budget to receive revenue from a DRCOG grant. These grant funds will be used towards the Crystal Valley Interchange project in accordance with the grant agreement.		
135-0000-331.20-00	Intergovernmental - Capital Grants	$	3,500,000
	The Public Works Department is requesting to re-appropriate 2025 revenue budget for a Federal Grant awarded for the 5th St. Widening project.		
	TOTAL TRANSPORTATION CAPITAL FUND REVENUES	**$**	**21,545,262**
EXPENDITURES			
135-3175-431.75-03	Capital - Founders Pkwy Traffic Ops & Safety Study	$	750,000
	The Public Works Department is requesting supplemental funds for the Founders Parkway Traffic Operations and Safety Study that Council approved as a revision to the Town's 5-year plan at the March 24th meeting		
135-3175-431.75-01	Capital - TBD Roundabout - CVP/W. Loop Rd.	$	450,000
	The Public Works Department is requesting supplemental funds for the development of a roundabout at Crystal Valley and W. Loop Rd. project that was presented to Council as a revision to the Town's 5-year plan at the March 24th Council meeting. This request is offset with an increase in revenue appropriation.		
	TOTAL TRANSPORTATION CAPITAL FUND EXPENDITURES	**$**	**1,200,000**
GENERAL LONG-TERM PLANNING FUND - 136			
EXPENDITURES			
136-1860-418.30-90	Services & Other - Technical Services	$	79,762
	The Facilities Department is requesting to re-appropriate unspent 2025 funds for the ongoing remediation projects at Town Hall and 830 Wilcox, with additional funds for required services in 2026.		
136-1820-418.40-31	Services & Other - Repair & Maint-Grounds	$	50,000
	The Public Works Department is requesting to re-appropriate unspent 2025 parking lot repair and maintenance funds to fund additional parking lot repairs that did not occur in 2025 due to timing.		
136-1830-418.40-31	Services & Other - Repair & Maint-Grounds	$	117,522
	The Parks and Recreation Department is requesting to re-appropriate unspent 2025 funds to resurface the Douglas County High School tennis court (per IGA) that did not occur as planned in 2025 due to project timing.		
	TOTAL GENERAL LONG-TERM PLANNING FUND EXPENDITURES	**$**	**247,284**
WATER FUND - 210			
210-4200-442.70-30	Capital - Machinery & Equipment	$	5,500
	Castle Rock Water is requesting supplemental appropriation to purchase four vehicles from Development Services that are no longer needed. These vehicles will be taken out of the replacement program and utilized as reserve vehicles for Castle Rock Water.		
210-4275-442.75-33	Capital - Tank Rehab and Replacemnt	$	150,000
	Castle Rock Water is requesting supplemental appropriation for the design phase of the Water Storage Tank CL2 Analyzer and Mixer Modifications Project.		
210-4230-442.30-40	Services & Other - Engineering Services	$	168,356
	Castle Rock Water is requesting supplemental appropriation to fund an Arc Flash assessment of electrical equipment across Water, Wastewater, and Facilities sites to identify electrical hazards, label equipment, and ensure compliance with safety standards to protect staff and contractors.		
	TOTAL WATER FUND EXPENDITURES	**$**	**323,856**

Town of Castle Rock
First Amendment to the 2026 Budget
Requests for Supplemental Appropriations

WATER RESOURCES FUND - 211

EXPENDITURES

211-4345-443.XX-XX	Various Acct Numbers	$	112,279
	Castle Rock Water is requesting to include 1.0 FTE in the 2026 budget that was previously approved as part of the 2025 Budget Amendment 1 (BA1) but was inadvertently omitted from the budget. This amendment corrects the omission and ensures the position is properly reflected in the ongoing personnel budget baseline.		
211-4360-443.XX-XX	Various Acct Numbers	$	66,111
	Castle Rock Water is requesting to add an additional 0.50 FTE to the 2026 budget to fully implement the 1.0 FTE that was approved in 2025 Budget Amendment 1 (BA1). Only 0.50 FTE was included in the budget, and this amendment corrects the partial omission to reflect the full approved position.		
211-4300-443.70-30	Capital - Machinery & Equipment	$	5,500
	Castle Rock Water is requesting supplemental appropriation to purchase four vehicles from Development Services that are no longer needed. These vehicles will be taken out of the replacement program and utilized as reserve vehicles for Castle Rock Water.		
211-4340-443.30-40	Services & Other - Engineering Services	$	168,356
	Castle Rock Water is requesting supplemental appropriation to fund an Arc Flash assessment of electrical equipment across Water, Wastewater, and Facilities sites to identify electrical hazards, label equipment, and ensure compliance with safety standards to protect staff and contractors.		
	TOTAL WATER RESOURCES FUND EXPENDITURES	**$**	**352,246**

STORMWATER FUND - 212

EXPENDITURES

212-4400-444.70-30	Capital - Machinery & Equipment	$	10,500
	Castle Rock Water is requesting supplemental appropriation to purchase four vehicles from Development Services that are no longer needed. These vehicles will be taken out of the replacement program and utilized as reserve vehicles for Castle Rock Water.		
	TOTAL STORMWATER FUND EXPENDITURES	**$**	**10,500**

WASTEWATER FUND - 213

EXPENDITURES

213-4590-445.91-80	Transfers Out - Fleet Fund	$	145,000
	Castle Rock Water is requesting to re-appropriate funds that were budgeted in 2025 to fund an anticipated shortfall in replacement contributions for the purchase of a replacement Truck and Vacuum Truck. The Vacuum Truck has been ordered and received, but due to timing the purchase order was carried forward to 2026.		
213-4500-445.70-30	Capital - Machinery & Equipment	$	5,500
	Castle Rock Water is requesting supplemental appropriation to purchase four vehicles from Development Services that are no longer needed. These vehicles will be taken out of the replacement program and utilized as reserve vehicles for Castle Rock Water.		
213-4530-445.30-40	Services & Other - Engineering Services	$	168,356
	Castle Rock Water is requesting supplemental appropriation to fund an Arc Flash assessment of electrical equipment across Water, Wastewater, and Facilities sites to identify electrical hazards, label equipment, and ensure compliance with safety standards to protect staff and contractors.		
	TOTAL WASTEWATER FUND EXPENDITURES	**$**	**318,856**

Town of Castle Rock
First Amendment to the 2026 Budget
Requests for Supplemental Appropriations

EMPLOYEE BENEFITS FUND - 220			
EXPENDITURES			
220-8000-480.XX-XX	Multiple accounts Human Resources is requesting supplemental appropriation for a full time Benefits Specialist to help manage increasing benefits administration workload and ensure timely support for employees.	$	101,344
	TOTAL EMPLOYEE BENEFITS FUND EXPENDITURES	**$**	**101,344**
FLEET SERVICES FUND - 221			
REVENUES			
221-8100-391.30-05	Transfers In - Trans From General Fund The Fleet Division is requesting supplemental appropriation to increase revenue from the General Fund to supplement the purchase of replacement vehicles for the Police Department.	$	66,000
221-8100-391.30-65	Transfers In - From Wastewater Fund The Fleet Division is requesting supplemental appropriation to increase revenue from the Wastewater Fund to supplement the purchase of a replacement Truck and Vacuum Truck.	$	145,000
	TOTAL FLEET SERVICES FUND REVENUES	**$**	**211,000**
EXPENDITURES			
221-8100-481.61-XX	Fleet Tools and Operating Supplies - various accounts The Fleet Division is requesting supplemental appropriation for new employee uniforms, the purchase of a new lift, and various operating supplies needed based on increased expenses for the Division.	$	22,500
221-8100-481.50-22	Services & Other - Software Maint Agreement The Fleet Division is requesting supplemental appropriation for increased costs related to required software.	$	15,000
221-8100-481.51-10	Services & Other - Training The Fleet Division is requesting supplemental appropriation for employee training for required certifications and other training needs.	$	21,430
221-8100-481.40-34	Services & Other - Outsourced Vehicle Repair The Fleet Division is requesting supplemental appropriation for outsourced vehicle repair which is used mainly for towing, tires, major component repair, windshield replacements, and window tinting.	$	10,000
221-8100-481.40-32	Services & Other - Repair & Maint-Equipment The Fleet Division is requesting supplemental appropriation for equipment repair and maintenance.	$	5,000
221-8100-481.70-40	Capital - Vehicles The Fleet Division is requesting supplemental appropriation to replace three gas mowers with electric mowers for the Parks and Recreation Department. This is offset by Parks General Fund replacement contributions collected in the Fleet Fund balance.	$	52,500
221-8100-481.70-40	Capital - Vehicles The Fleet Division is requesting supplemental appropriation to begin the order of two replacement apparatus for the Fire and Rescue Department. Due to the lengthy turn-around of 4-5 years on Fire apparatus it has been determined that the equipment must be ordered now in order to have it on hand when it is needed. This is offset by Fire General Fund replacement contributions collected in the Fleet Fund balance.	$	3,800,000
	TOTAL FLEET SERVICES FUND EXPENDITURES	**$**	**3,926,430**
REVENUES ALL FUNDS		**$**	**26,693,267**
EXPENDITURES ALL FUNDS		**$**	**10,609,944**

ESTIMATED ENDING FUNDS AVAILABLE FOR 2026*

Information presented on a Budgetary Basis		2,025 Preliminary Actual	2,026 Amended Budget	2,026 Budget Revisions	2026 Amended Budget
General Fund	Revenues	96,578,761	100,184,057	4,573,586	$ 104,757,643
	Expenditures	81,750,535	102,204,350	1,653,996	103,858,346
	Net Change	14,828,226	(2,020,293)	2,919,590	899,297
Estimated Ending Funds Available		**52,030,837**	**50,010,544**	**2,919,590**	**52,930,134**
Designations & Reservations:					
Contractual Reserve			350,000	-	350,000
Revenue Stabilization Reserve			2,414,490	-	2,414,490
Catastrophic Events Reserve			1,551,328	-	1,551,328
Capital Reserve			4,109,338	-	4,109,338
Opportunity/Economic Dev. Reserve			2,357,948	-	2,357,948
TABOR Reserve			2,451,193	-	2,451,193
Total Designations & Reservations			**13,234,297**	**-**	**13,234,297**
Unobligated Reserves			**36,776,247**	**2,919,590**	**39,695,837**
TABOR Fund	Revenues	94,836	-	-	$ -
	Expenditures	6,124,002	1,874	312,513	314,387
	Net Change	(6,029,166)	(1,874)	(312,513)	(314,387)
Estimated Ending Funds Available		**409,224**	**407,350**	**(312,513)**	**94,837**
Committed for Fund Purpose			407,350	(312,513)	94,837
Total Designations & Reservations			**407,350**	**(312,513)**	**94,837**
Unobligated Reserves			**-**	**-**	**-**
Transportation Fund	Revenues	34,581,182	32,601,511	-	$ 32,601,511
	Expenditures	35,795,373	37,132,449	1,807,729	38,940,178
	Net Change	(1,214,191)	(4,530,938)	(1,807,729)	(6,338,667)
Estimated Ending Funds Available		**14,937,593**	**10,406,655**	**(1,807,729)**	**8,598,926**
Designations & Reservations:					
Revenue Stabilization Reserve			437,086	-	437,086
Catastrophic Events Reserve			1,874,655	-	1,874,655
Total Designations & Reservations			**2,311,741**	**-**	**2,311,741**
Unobligated Reserves			**8,094,914**	**(1,807,729)**	**6,287,185**
Fire Capital Fund	Revenues	6,824,053	13,810,549	363,419	$ 14,173,968
	Expenditures	699,736	14,033,817	355,190	14,389,007
	Net Change	6,124,317	(223,268)	8,229	(215,039)
Estimated Ending Funds Available		**7,952,616**	**7,729,348**	**8,229**	**7,737,577**
Committed for Fund Purpose			7,729,348	8,229	7,737,577
Unobligated Reserves			**-**	**-**	**-**
Transportation Capital Fund	Revenues	58,901,277	7,144,931	21,545,262	$ 28,690,193
	Expenditures	52,986,767	6,598,007	1,200,000	7,798,007
	Net Change	5,914,510	546,924	20,345,262	20,892,186
Estimated Ending Funds Available		**42,049,280**	**42,596,204**	**20,345,262**	**62,941,466**
Capital Reserve			42,596,204	20,345,262	62,941,466
Total Designations & Reservations			**42,596,204**	**20,345,262**	**62,941,466**
Unobligated Reserves			**-**	**-**	**-**

ESTIMATED ENDING FUNDS AVAILABLE FOR 2026*

Information presented on a Budgetary Basis		2,025 Preliminary Actual	2,026 Amended Budget	2,026 Budget Revisions	2026 Amended Budget
General Long-Term Planning Fund	Revenues	2,440,475	1,169,154	-	$ 1,169,154
	Expenditures	1,603,485	2,481,894	247,284	2,729,178
	Net Change	836,990	(1,312,740)	(247,284)	(1,560,024)
Estimated Ending Funds Available		**4,935,652**	**3,622,912**	**(247,284)**	**3,375,628**
Designations & Reservations:					
Fire Capital Reserve			519,141	-	519,141
Police Capital Reserve			490,208	-	490,208
Committed for Fund Purpose			2,613,563	(247,284)	2,366,279
Total Designations & Reservations			**3,622,912**	**(247,284)**	**3,375,628**
Unobligated Reserves			**-**	**-**	**-**
Water Fund	Revenues	24,426,696	31,145,325	-	$ 31,145,325
	Expenditures	23,871,053	30,816,147	323,856	31,140,003
	Net Change	555,643	329,178	(323,856)	5,322
Estimated Ending Funds Available		**16,601,696**	**16,930,874**	**(323,856)**	**16,607,018**
Designations & Reservations:					
Operating Designations			3,286,624	-	3,286,624
Capital Reserve			8,757,491	(323,856)	8,433,635
Catastrophic Events Reserve			3,020,696	-	3,020,696
Revenue Stabilization Reserve			1,866,063	-	1,866,063
Total Designations & Reservations			**16,930,874**	**(323,856)**	**16,607,018**
Unobligated Reserves			**-**	**-**	**-**
Water Resources Fund	Revenues	36,719,875	39,731,679	-	$ 39,731,679
	Expenditures	57,670,121	41,435,356	352,246	41,787,602
	Net Change	(20,950,246)	(1,703,677)	(352,246)	(2,055,923)
Estimated Ending Funds Available		**71,523,543**	**69,819,866**	**(352,246)**	**69,467,620**
Designations & Reservations:					
Operating Designations			3,381,235	-	3,381,235
Capital Reserve			64,246,696	(352,246)	63,894,450
Catastrophic Events Reserve			2,191,935	-	2,191,935
Total Designations & Reservations			**69,819,866**	**(352,246)**	**69,467,620**
Unobligated Reserves			**-**	**-**	**-**
Stormwater Fund	Revenues	7,775,215	6,177,283	-	$ 6,177,283
	Expenditures	7,776,757	8,209,897	10,500	8,220,397
	Net Change	(1,542)	(2,032,614)	(10,500)	(2,043,114)
Estimated Ending Funds Available		**6,864,327**	**4,831,713**	**(10,500)**	**4,821,213**
Designations & Reservations:					
Operating Designations			609,744	-	609,744
Capital Reserve			2,884,647	(10,500)	2,874,147
Catastrophic Events Reserve			1,337,322	-	1,337,322
Total Designations & Reservations			**4,831,713**	**(10,500)**	**4,821,213**
Unobligated Reserves			**-**	**-**	**-**

ESTIMATED ENDING FUNDS AVAILABLE FOR 2026*

Information presented on a Budgetary Basis		2,025 Preliminary Actual	2,026 Amended Budget	2,026 Budget Revisions	2026 Amended Budget
Wastewater Fund	Revenues	17,976,625	23,257,348	-	$ 23,257,348
	Expenditures	15,940,911	36,300,369	318,856	36,619,225
	Net Change	2,035,714	(13,043,021)	(318,856)	(13,361,877)
Estimated Ending Funds Available		**26,530,705**	**13,487,684**	**(318,856)**	**13,168,828**
Designations & Reservations:					
Operating Designations			1,887,224	-	1,887,224
Capital Reserve			9,099,396	(318,856)	8,780,540
Catastrophic Events Reserve			2,501,064	-	2,501,064
Total Designations & Reservations			**13,487,684**	**(318,856)**	**13,168,828**
Unobligated Reserves			**-**	**-**	**-**
Employee Benefits Fund	Revenues	14,635,990	14,931,470	-	$ 14,931,470
	Expenditures	12,670,536	14,080,487	101,344	14,181,831
	Net Change	1,965,454	850,983	(101,344)	749,639
Estimated Ending Funds Available		**8,017,550**	**8,868,533**	**(101,344)**	**8,767,189**
Designations & Reservations:					
Medical Claims Reserve			2,389,474	-	2,389,474
Dental Claims Reserve			200,304	-	200,304
Health Care Cost Reserve			2,947,550	(101,344)	2,846,206
Total Designations & Reservations			**5,537,328**	**(101,344)**	**5,435,984**
Unobligated Reserves			**3,331,205**	**-**	**3,331,205**
Fleet Services Fund	Revenues	9,676,390	9,026,521	211,000	$ 9,237,521
	Expenditures	8,385,036	7,217,471	3,926,430	11,143,901
	Net Change	1,291,354	1,809,050	(3,715,430)	(1,906,380)
Estimated Ending Funds Available		**13,829,830**	**15,638,880**	**(3,715,430)**	**11,923,450**
Committed for Fund Purpose			15,638,880	(3,715,430)	11,923,450
Total Designations & Reservations			**15,638,880**	**(3,715,430)**	**11,923,450**
Unobligated Reserves			**-**	**-**	**-**
Total All Funds	Revenues	310,631,375	279,179,828	26,693,267	$ 305,873,095
	Expenditures	305,274,312	300,512,118	10,609,944	311,122,062
	Net Change	5,357,063	(21,332,290)	16,083,323	(5,248,967)
Estimated Ending Funds Available		**265,682,853**	**244,350,563**	**16,083,323**	**$ 260,433,886**
Total Designations & Reservations			162,029,708	19,230,231	$ 181,259,939
Total Committed for Fund Purpose			26,389,141	(4,266,998)	22,122,143
Total Unobligated Fund Balance			55,931,714	1,120,090	57,051,804
Estimated Ending Funds Available			**244,350,563**	**16,083,323**	**$ 260,433,886**

*Not all Town funds are represented, only funds that reflect changes resulting from budget amendment items.

2026 BUDGET
FIRST AMENDMENT

APRIL 7, 2026

TOWN OF CASTLE ROCK COLORADO

2026 BUDGET FIRST AMENDMENT OVERVIEW

WHAT IS THE REASON FOR THIS 2026 BUDGET AMENDMENT?

- To request funding for additional needs, largely related to Public Safety, Parks, Transportation, and Water projects
- Funds have been verified to be available and appropriate to be used for these recommended projects and initiatives

BUDGET AMENDMENT SUMMARY

- Total increase to 2026 budgeted revenues: $26,693,267
- Total increase to 2026 budgeted expenditures: $10,609,944

2026 BUDGET FIRST AMENDMENT OVERVIEW

- The number of budget amendments varies by year depending on needs and opportunities that arise
- Additional budget amendments will be brought to Council as needed

		Revenue	Supplemental Appropriations
2021	Carryforward Amendment	$ -	$ 49,824,231
	1st Amendment	125,000	5,720,437
	2nd Amendment	2,386,282	1,301,727
	3rd Amendment	-	4,919,933
2022	Carryforward Amendment	$ -	$ 37,308,413
	1st Amendment	36,122,836	36,674,688
	2nd Amendment	20,437,317	19,128,116
	3rd Amendment	3,828,740	12,844,306
	4th Amendment	3,048,711	12,626,501
2023	Carryforward Amendment	$ -	$ 84,357,215
	1st Amendment	167,880	5,902,635
	2nd Amendment	165,795,674	191,637,745
	3rd Amendment	2,700,944	6,115,138
	4th Amendment	4,616,807	4,815,784
2024	Carryforward Amendment	$ -	$ 91,124,553
	1st Amendment	164,029,503	176,602,796
	2nd Amendment	445,888	12,825,188
	3rd Amendment	3,457,757	4,271,821
2025	Carryforward Amendment	$ -	$ 157,580,495
	1st Amendment	67,100,481	17,566,084
	2nd Amendment	82,695,142	81,526,589
	3rd Amendment	2,983,326	11,555,426

2026 BUDGET FIRST AMENDMENT OVERVIEW



TRANSPORTATION

See Attachment B for full supplemental appropriation list

Crystal Valley Interchange

• Re-appropriate 2025 revenue budget	17,595,262

Supplemental Requests Include:

• Fleet Fund – two Fire Apparatus replacements	$3,800,000
• Pavement Maintenance Program & Bridge Maintenance	1,407,729
• Founders Parkway Traffic Operations and Safety Study Project	750,000
• Crystal Valley and Loop Rd. roundabout	450,000
• Link on Demand Micro Transit Pilot Program	400,000

2026 BUDGET FIRST AMENDMENT OVERVIEW



CASTLE ROCK WATER

See Attachment B for full supplemental appropriation list

Supplemental Requests Include:

• Arc Flash assessment of electrical equipment	$505,068
• Water Storage Tank CL2 Analyzer and Mixer – Design Phase	150,000

2026 BUDGET FIRST AMENDMENT OVERVIEW



PARKS & RECREATION

See Attachment B for full supplemental appropriation list

Supplemental Requests Include:

- General Long Term Planning Tennis Court resurfacing $117,522
- General Fund - Rock Park Access Road 50,000

2026 BUDGET FIRST AMENDMENT OVERVIEW

PUBLIC SAFETY

See Attachment B for full supplemental appropriation list

Supplemental Requests Include:

• Fire – Station 156 final construction budget and COP Issuance	$355,190
• Fire – Unspent TABOR fund for Wildfire Mitigation	312,513
• Police – Axon Enterprise agreement amendment (body-worn cameras, tasers, etc..) due to passage of 2024 Measure 2A	130,808

QUESTIONS?

PROPOSED MOTION

"I MOVE TO APPROVE THE ORDINANCE AS INTRODUCED BY TITLE."

ALTERNATIVE MOTIONS

"I MOVE TO APPROVE THE ORDINANCE AS INTRODUCED BY TITLE, WITH THE FOLLOWING CONDITIONS: (LIST CONDITIONS).

"I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL MEETING ON _____ DATE TO ALLOW ADDITIONAL TIME TO (LIST INFORMATION NEEDED)."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 14. **File #:** RES 2026-050

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Resolution Approving the Intergovernmental Agreement Between the Board of County Commissioners of Douglas County and the Town of Castle Rock Regarding Cost Sharing to Establish the Link On Demand Microtransit Pilot Program

Executive Summary

Town Staff has prepared an Intergovernmental Agreement (IGA) with Douglas County to participate in an on-demand rideshare service for residents. The service, known as Link On Demand (Link), would provide free rides to users age 13 and older within a defined service boundary. The proposed service area is shown on the attached map.

Similar to commercial services such as Uber or Lyft, residents would request rides through a mobile application. Typical wait times range from 10 to 25 minutes, and trips must both begin and end within the service area. Vehicles include minivans, and SUVs, and riders should expect to share vehicles with other passengers.

The Link program was originally launched by the City of Lone Tree, serving the area shown in green on the map. Douglas County later partnered with Lone Tree to expand service into Highlands Ranch (purple). The Town of Parker has agreed to participate in an expansion shown in blue. Douglas County has also proposed extending service to Castle Pines and Castle Rock; Castle Pines has chosen not to participate at this time.

Under the IGA, the Link On Demand service will be provided to Castle Rock (yellow area on the map). Service hours proposed are:

- Monday through Thursday: 7am - 7pm
- Friday: 7am - 10pm
- Saturday: 10am - 10pm
- Sunday: No service

The total estimated annual cost is $2,000,000. The Town's share of this cost would be $400,000. Based on the total estimated number of rides in this first year (50,000 - 60,000), the cost per ride would be $33 - $40, with the Town's share estimated at $6.7 - $8 per ride. Service would begin in the

third quarter of 2026 and run through the third quarter of 2027. The County, in collaboration with the Town, would provide an evaluation of the service throughout the first year to help determine whether the Town wishes to continue participation.

Future federal transit funding may be available to support ongoing service; however, those funds would still require a local matching contribution. Local match for a service similar to Link would be approximately 35%. The actual dollar amount utilizing future federal transit funding would need to be flushed out.

As this would represent a new service level with no associated new revenue, funding would need to come from an existing source. If Council chooses to accept the County's proposal, the Transportation Fund is the recommended funding source. This fund currently supports major Town services such as pavement maintenance, traffic and streetlight operations, and snow removal.

The Town has budgeted $90,000 this year to support the Senior Center's transportation operations. In addition, the Town allocates $25,000 to subsidize taxi fares for certain residents. If Council moves forward with this proposal, staff recommends continuing support for the Senior Center's transportation operations and replacing the Taxi Voucher Program with the proposed new service.

Background

Lone Tree has operated the Link since 2014, during which demand has steadily increased. Douglas County's expansion into Highlands Ranch has also been successful based on ridership levels since implementation.

The program's goals include:

- Improving short- and long-term mobility across the County, including access to jobs, medical services, shopping, and schools
- Connecting residents to rail stations, transportation hubs, and major activity centers
- Expanding multimodal transportation options
- Strengthening bicycle and pedestrian connections that support transit use
- Enhancing collaboration between the County and its municipalities
- Supplementing limited transit services provided by RTD and CDOT

Operations are contracted to a private company, Via, which manages all day-to-day service delivery. Douglas County administers the contract, and the Town would pay a flat annual participation fee of $400,000. The County has indicated it is open to alternative billing structures; however, any changes would require further evaluation and would be addressed through an intergovernmental agreement (IGA) if Council chooses to move forward with the proposal.

Based on ridership data from Lone Tree and Highlands Ranch, the County estimates a range of 50,000 - 60,000 rides would be generated to and from the Castle Rock service area in this first year. At the full program cost of $2,000,000, this equates to an estimated cost of $33 - $40 per ride, with the Town's share estimated at $6.7 - $8 per ride.

Castle Rock Senior Center Transportation Services Overview

The Castle Rock Senior Center provides transportation services to seniors and individuals with disabilities in Castle Rock and surrounding areas. Riders must be at least 50 years old to use the service. Trip purposes include medical appointments, grocery shopping, employment, and quality-of-life trips such as banking, haircuts, dining, and senior activities.

In the previous year, the Senior Center provided a total of 11,764 trips. Rides must be scheduled at least three days in advance, with medical trips prioritized. Service operates Monday through Friday from 8:30 a.m. to 3:00 p.m., subject to daily capacity limits. Drivers are volunteers. Transportation services provided by the Senior Center offer a higher level of customer service than the proposed on-demand service. Senior Center transportation provides door-to-door pick-up and drop-off. In contrast, because rides are shared under the proposed on-demand service, riders may be required to meet at a centralized location.

The Town has provided ongoing funding support to the Senior Center. In 2025, the Town contributed $90,000 for transportation services, with the same amount budgeted for 2026. The Senior Center also receives Federal Transit Administration (FTA) Section 5310 funding through Douglas County. Most recently, the Senior Center and Aging Resources of Douglas County jointly received $84,000 in 5310 funds. The County intends to provide the Senior Center $852,101 for transportation services in 2026 from various federal, state and local grants (including $161,568 in 2025 and 2026 5310 funds). Some of these funds have been awarded but are still waiting final contracting from CDOT. Rider contributions are voluntary and confidential, and service is provided regardless of contribution.

Town Taxi Voucher Program

Since 2011, the Town has subsidized taxi fares for transit-dependent residents who lack access to a vehicle or have a disability that prevents them from driving. The program supports trips for work, grocery and pharmacy needs, and medical or dental appointments.

Service is provided by a third-party taxi company licensed in Colorado. All trips must begin and end within Town limits, and vehicles are wheelchair accessible. Eligible riders must be at least 18 years old, though 16- and 17-year-olds may apply for work-related trips only. Participants must register in advance by submitting an online application and are notified of approval within five business days.

The Town budgets $25,000 annually for this program. Riders pay the first $2 of each fare, the Town subsidizes the next $8, and any remaining balance is paid by the rider. Over the past three years, ridership has averaged approximately 1,500 trips per year. In 2025, the program provided 1,297 trips, primarily for work-related travel, followed by medical trips.

Service is available Monday through Friday from 7:00 a.m. to 3:00 p.m. Riders must schedule trips at least one day in advance between 7:00 a.m. and noon. Rides are limited and provided on a first-come, first-served basis.

Upon approval of the IGA and implementation of the Link On Demand service, Staff will begin phasing out the Town’s Taxi Voucher Program concurrently. Some overlap between programs will

occur to ensure a smooth transition and prevent disruptions for existing riders.

Proposed Motion

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

Attachments

Attachment A: Resolution
Attachment B: Intergovernmental Agreement

RESOLUTION NO. 2026-050

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY AND THE TOWN OF CASTLE ROCK REGARDING COST SHARING TO ESTABLISH THE LINK ON DEMAND MICROTRANSIT PILOT PROGRAM

WHEREAS, the Board of County Commissioners of Douglas County (the "County") has commissioned an Integrated Transit and Multimodal Study (the "Study") regarding enhancements to the transit and multimodal transportation network throughout the County; and

WHEREAS, acting on recommendations made by the Study, the County is undertaking activities for microtransit services; and

WHEREAS, thus far, the County has established the Link on Demand microtransit service in the Highlands Ranch Metropolitan District in 2025 and in Stonegate and Parker in 2026; and

WHEREAS, the Town of Castle Rock (the "Town") was identified in the Study as a jurisdiction which would benefit from expanded microtransit services; and

WHEREAS, the County has asked the Town to partner with it on the expansion of microtransit services as recommended by the Study; and

WHEREAS, the initial microtransit service zone for the Town will be coterminous with existing Town boundaries and will include enclaves of unincorporated Douglas County that lie within those boundaries; and

WHEREAS, the one-year cost for the enhancement and expansion of microtransit services associated with the Link on Demand pilot program to the Town (the "Pilot") is estimated to cost $2,000,000.00; and

WHEREAS, the County is requesting that the Town contribute $400,000.00 to defray a portion of these costs; and

WHEREAS, Town Staff recommends that the Town Council approve the terms and conditions of an intergovernmental agreement between the County and the Town establishing the Pilot (the "IGA"); and

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

Section 1. **Approval.** The IGA between the County and the Town regarding cost sharing to establish the Link on Demand microtransit pilot program 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 Contract and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under the IGA, the Town Council authorizes the expenditure and payment in an amount not to exceed $400,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 21st day of April, 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:

_____
David L. Corliss, Town Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY AND THE TOWN OF CASTLE ROCK REGARDING COST SHARING TO ESTABLISH THE LINK ON DEMAND MICROTRANSIT PILOT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 21st day of April, 2026, (the "Effective Date") by and between the Board of County Commissioners of Douglas County, State of Colorado (the "County"), and the Town of Castle Rock, a Colorado home rule municipal corporation (the "Town"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the County is acting on recommendations made from its Integrated Transit and Multimodal Study (the "Study") for enhancements to the transit and multimodal transportation network throughout Douglas County; and

WHEREAS, the County is undertaking activities for microtransit services in Douglas County as recommended by the Study; and

WHEREAS, the County has established the Link on Demand microtransit service into the Highlands Ranch Metropolitan District in 2025 as the Study recommended; and

WHEREAS, the County is establishing the Link on Demand microtransit service in Stonegate and Parker in 2026 as the Study recommended; and

WHEREAS, the Town of Castle Rock was identified in the Study to have expanded microtransit services; and

WHEREAS, the County requested the Town to partner on the expansion of microtransit services as recommended by the Study; and

WHEREAS, the proposed boundary of the Town of Castle Rock will define the initial microtransit service zone for the Town; and

WHEREAS, the County will include portions of unincorporated Douglas County areas within the geographic boundary of the Town of Castle Rock to the microtransit service area; and

WHEREAS, the combined areas for the Town of Castle Rock and unincorporated Douglas County, aforementioned, will comprise the zone for expanded microtransit services; and

WHEREAS, the Town and the County have agreed to share in the cost to enhance and expand the Link on Demand pilot program, (the "Pilot"); and

WHEREAS, the Parties agreed to share in the cost to operate the Pilot as part of the Funding Partnership, and the Town will contribute a total of Four Hundred Thousand Dollars ($400,000.00) ("Town Contribution") to the County for one year; and

WHEREAS, the one-year cost for the enhancement and expansion of transit is associated with the Pilot and is estimated to cost Two Million Dollars and Zero Cents ($2,000,000.00); and

WHEREAS, the operational limits of the Pilot are depicted in **Exhibit A,** attached hereto, and incorporated herein, which includes the proposed zone for the Town of Castle Rock;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. County Responsibilities and Contribution for the Pilot.

The County is responsible for managing all operations and management activities associated with the Pilot. The County's responsibilities include but are not limited to the following: procurement, maintaining service contracts, overseeing all operations, determining service needs and monitoring all weather conditions that could negatively impact transit services, managing the contractor(s) and consultants that provide the County with transit services.

The Pilot will operate from 7 AM to 7 PM from Monday through Thursday, 7 AM to 10 PM on Friday, and 10 AM to 10 PM on Saturday, with no service on Sunday or Holidays. A third-party vendor will operate the service daily, provide an information call center, conduct maintenance on the fleet, and make service adjustments in response to Pilot partner input. Pilot partners will collaborate to make operational decisions in response to conditions that would impact the service for riders within the Pilot boundary.

The County is responsible for securing all the necessary funding for the Pilot in excess of the Town Contribution.

The County is responsible for coordinating with the Town on owning, operating, and maintaining all the improvements associated with the Pilot, including any advertising, media relations and signage associated with the Pilot.

The County will collaborate with the Town on meeting key performance benchmarks of the Pilot. Target performance measurements, six months since the launch of service, include wait times under 20 minutes on average, 2.5 - 3.0 rides per vehicle hour, trip completion times under 20 minutes on average, and an optimal number of vehicles during peak hours.

The County will provide the Town service data on a monthly basis to include at a minimum: number of rides, percentage of trips wholly with the Town's boundary, top destinations and wait times. The County will ensure Town staff has access to the vendor's data portal to retrieve additional data as needed.

The County will coordinate with the vendor to conduct at least two (2) rider

surveys during the Pilot to solicit rider feedback. The County will work with the Town and the vendor to determine the questions asked on the rider survey.

2. Town Responsibilities and Contribution for the Pilot.

The Town agrees to pay the County Four Hundred Thousand Dollars and Zero Cents ($400,000.00) to the County for the one-year service agreement. In no event will the Town be liable to pay the County any amount more than the Contribution, including for any unforeseen Pilot related costs or claims.

The Contribution may be payable in two equal installments. The first installment for the Pilot is due to the County within thirty (30) days of the date that the County notifies the Town that the County has commenced the enhancement and expansion of the Pilot. The second installment is due no later six (6) months after the same date of commencement.

The Contribution shall be applied to the cost to operate the Pilot. The Contribution shall be utilized solely to fund direct expenses that are incurred for the operation of the Pilot, which include, but are not limited to, payments to contractor(s) and consultants providing the County with professional transit services.

The Town shall have no financial responsibility for owning, operating, or maintaining the Pilot.

The Town will fully cooperate with the County on marketing, media messaging, promotions, designs, operational meetings, service improvements, performance reporting, and incident reporting. The Town will be a part of the Project Team and be included in all collaborative decisions with the County that affect service within the Zone, with no decisions being made that affect the Pilot without prior approval from Town staff or leadership. The Town will work with County during initial service planning to identify and determine key destinations, pick up and drop off points, and restricted areas.

The Town may select up to three staff who shall have access to the vendor's online operations center data portal for the purposes of collecting and reporting data from the Pilot.

3. Term and Time of Performance.

This Agreement shall commence upon the Effective Date and shall continue until completion of the Pilot. If the County does not implement the Pilot before **September 30, 2026**, and unless an extension is agreed to in writing by both Parties prior to **September 15, 2026**, then the Town may terminate this Agreement and the County shall refund the Town Contribution to the Town.

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, or such other legal or equitable relief as may be available.

5. Insurance. The County shall cause the vendor to maintain the insurance

requirements provided in **Exhibit B**, attached hereto and incorporated herein by reference. The County shall provide evidence to the Town that such requirements have been met and shall provide updated information to the Town in the event any changes are made to the vendor's insurance coverage during the term of this Agreement.

6. 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.

Town of Castle Rock: Town of Castle Rock
Attn: Dave Corliss, Town Manager
100 North Wilcox Street
Castle Rock, Colorado 80104
With electronic copy sent to: dcorliss@crgov.com

Douglas County: Douglas County
Attn: Director of Community Services
100 Third Street
Castle Rock, Colorado 80104
With electronic copy sent to: attorney@douglas.co.us

7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-l 0-101 to 120, C.R.S., or otherwise available to the County.

9. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. Amendments. The Town may propose amendments to this Agreement as necessary to reflect changes in operational needs, funding availability, or other material circumstances. Any such amendment shall be effective only upon mutual written agreement of both Parties, duly authorized and executed by their respective governing bodies.

11. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

12. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

13. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

14. Severability. In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

15. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

16. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN OF CASTLE ROCK, COLORADO

_____
Jason Gray, Mayor

ATTEST:

_____
Lisa Anderson, Town Clerk

APPROVED AS TO FORM:

_____
Michael J. Hyman, Town Attorney

APPROVED AS TO CONTENT:

_____
David L. Corliss, Town Manager

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____
George Teal, Chair

ATTEST:

_____
Clerk to the Board

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

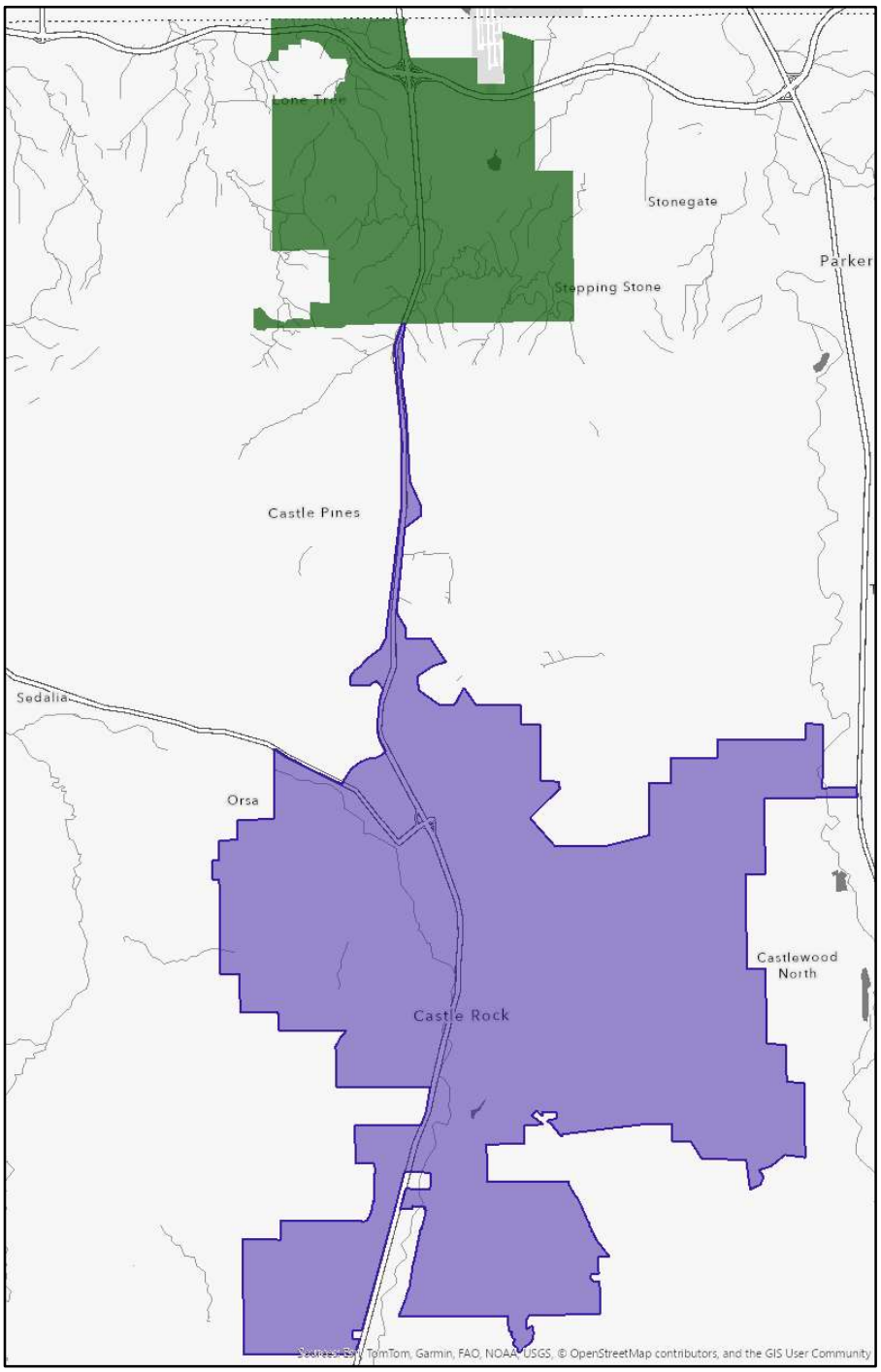
_____
Arielle J. Denis,
Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie, Director of Finance

Exhibit A

Link on Demand Expanded Service Area



Legend

Castle Rock Service Zone

Lone Tree Service Zone

Exhibit B
INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. $2,000,000.

2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County and the Town. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the vendor under this agreement.

OTHER INSURANCE PROVISIONS:
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The County, the Town, and their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the vendor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the vendor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **vendor or vendor's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by the County, the Town, or their respective officers, officials, employees, or volunteers shall be excess and non-

contributory to the vendor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County and the Town.

Waiver of Subrogation. Vendor hereby grants to the County and the Town a waiver of any right to subrogation which any insurer of said vendor or vendor may acquire against the County or the town by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County or the Town has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. Vendor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County and the Town may require the vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County and/or Town. The vendor will indemnify the County and the Town, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County and the Town.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*

3. If coverage is canceled or non-renewed and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. Vendor shall furnish the County and the Town with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County and the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the vendor's obligation to provide them. The County and the Town reserve the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County and the Town reserve the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the vendor to provide insurance policies to the County and the Town within ten (10) working days of receipt of the written request will

constitute a material breach of contract upon which the County may immediately terminate its contract with the vendor.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

with a copy to:

Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, Colorado 80104
Legal@crgov.com

Subcontractors. Vendor shall require and verify that all subvendors maintain insurance meeting all the requirements stated herein, and vendor shall ensure the County and the Town are additional insureds on insurance required from subvendors.

Failure to Procure or Maintain Insurance. The vendor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the vendor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of its contract with the County upon which the County may immediately terminate that contract.

Special Risks or Circumstances. Upon their agreement, the County and the Town reserve the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 15. **File #:** RES 2026-049

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Jeff Brauer, Director of Parks and Recreation

Resolution Approving the Third Amendment to the Agreement with Wilson & Company, Inc., Engineering & Architects, for the Industrial Tributary Trail Project
[connecting Downtown Castle Rock to Philip S. Miller Park]

Executive Summary

The Parks and Recreation Department is seeking Town Council approval of the Third Amendment to the Equipment and Services Acquisition Agreement with Wilson & Company, Inc., Engineering & Architects, for Design Services for the Industrial Tributary Trail Project to increase the total contract amount by $198,918 for a total contract authorization of $1,288,039.

The first two amendments extended the term of the contract. This third amendment is necessary to address significant changes in project scope, expanded regulatory and environmental requirements, and an extended design schedule beyond the assumptions of the original agreement.

Since the original agreement was approved, the project has undergone substantial redesign of key infrastructure elements to remain within the overall budget, along with increased coordination with regulatory agencies. These changes have required additional engineering, environmental analysis, and stakeholder coordination beyond the original scope of services.

Approval of this amendment will allow Wilson & Company to complete final design, secure required approvals, and advance the project to construction.

Discussion

The Industrial Tributary Trail is a critical east-west connection identified in the Town's Trails Master Plan, linking Philip S. Miller Park, the Castle Rock Sports Center, the Brickyard development and western neighborhoods with Downtown Castle Rock.

Since initiation of design, the project has experienced several significant changes that have

increased the level of effort required to complete design and permitting. Two major design changes substantially altered the original approach. First, the planned pedestrian bridge over East Plum Creek was replaced with a low-water crossing structure. While this change helps reduce construction costs, it required additional engineering, environmental analysis, and design coordination. Second, the originally proposed tunnel under the BNSF railroad was eliminated due to cost constraints and evolving coordination with the railroad. The project will now utilize an existing tunnel, which required substantial redesign of the trail alignment, drainage systems, and supporting infrastructure.

In addition, regulatory requirements expanded beyond what was anticipated in the original scope. The project now requires additional environmental studies, documentation, and coordination with multiple agencies, including Colorado Parks and Wildlife and the Colorado Department of Transportation. These efforts include evaluating potential impacts to sensitive wildlife habitat, preparing supporting documentation, and ensuring the project meets state and federal requirements for environmental protection.

The revised design has also required more complex engineering analysis. This includes detailed evaluation of how water moves through the East Plum Creek corridor and surrounding drainage areas, coordination with floodplain requirements, and design of additional infrastructure to safely manage stormwater and protect the trail.

Further coordination has been necessary as the project interfaces with other ongoing efforts, including the Brickyard development, railroad operations, and utility infrastructure. These changes have required additional input from specialized subconsultants, including geotechnical and structural engineers, and increased overall coordination among project partners.

Finally, the project schedule has extended more than one year beyond the original timeline. This has resulted in increased project management, stakeholder coordination, and technical effort.
These cumulative changes necessitate the requested amendment to allow completion of design and permitting while maintaining alignment with the overall project budget.

Budget Impact

The proposed second amendment will increase the Equipment and Services Acquisition Agreement with Wilson & Company by $198,918, for a total contract authorization of $1,288,039. Design services will be financed through a combination of local, state, and federal funding sources, including a Transportation Improvement Program (TIP) grant administered by the Denver Regional Council of Governments, with approximately $585,000 anticipated in reimbursement.

This additional design effort supports a project with an updated estimated total construction cost of approximately $7.5 million, including contingency, right-of-way acquisition, and construction management. Funding for this amendment will be provided within the existing project budget allocated for the Industrial Tributary Trail, with expenditures charged to account number 110-5275-452.75-14.

Staff Recommendation

Item #: 15. **File #:** RES 2026-049

Staff recommend the approval of the Resolution as introduced by title.

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
Attachment B: Third Amendment Agreement

RESOLUTION NO. 2026-049

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH WILSON & COMPANY, INC., ENGINEERING & ARCHITECTS, FOR THE INDUSTRIAL TRIBUTARY TRAIL PROJECT

WHEREAS, the Industrial Tributary Trail (the "Trail") is a critical east-west connection identified in the Town of Castle Rock (the "Town") Trails Master Plan, linking Philip S. Miller Park, the Castle Rock Sports Center, and the Brickyard development with Downtown Castle Rock; and

WHEREAS, on October 3, 2023, the Town and Wilson & Company, Inc., Engineers & Architects (the "Consultant") entered into an Equipment and Services Acquisition Agreement for design services for the Trail (the "Agreement"), which Agreement was amended by the First Amendment thereto dated December 17, 2024, and the Second Amendment thereto dated December 11, 2025; and

WHEREAS, the Town and the Consultant wish to further amend the Agreement to revise the payment section, update the scope of services, and extend the term (the "Third Amendment"); and

WHEREAS, Town Staff recommends that Town Council approve the Third Amendment to the Agreement; and

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 Agreement between the Town and the Consultant for design services for the Industrial Tributary Trail 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 Contract and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under the Contract, the Town Council authorizes the expenditure and payment of an additional amount not to exceed $198,918.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, including this additional amount, is $1,288,039.00.

PASSED, APPROVED AND ADOPTED this 21st day of April, 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:

_____
Jeff Brauer, Director of Parks and Recreation

THIRD AMENDMENT TO THE TOWN OF CASTLE ROCK EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (Design Services for Industrial Tributary Trail – Parks & Recreation)

THIS THIRD AMENDMENT TO TOWN OF CASTLE ROCK EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (the "Third Amendment") is made and entered into this 21 day of April, 2026 by and between **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS,** a Kansas corporation, whose principal office address is 4401 Masthead Street NE, Suite 150, Albuquerque, New Mexico 87109 ("Consultant"), and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 North Wilcox Street, Castle Rock, Colorado 80104 (the "Town") (collectively, the Town and Consultant are referred to as the "Parties" and each party may be referred to individually as a "Party").

RECITALS:

I. The Town and Consultant entered into the Town of Castle Rock Equipment and Services Acquisition Agreement (Design Services for Industrial Tributary Trail – Parks & Recreation) on October 3, 2023, the First Amendment thereto dated December 17, 2024, and the Second Amendment thereto dated December 11, 2025 (collectively referred to herein as the "Agreement"), attached hereto as ***Exhibit A-3***.

II. The Parties desire to amend the Agreement to revise the payment section, update the scope of services, and extend the Term of the Agreement.

III. The Parties wish to memorialize these changes in this Third Amendment. The Parties agree that there are no other changes being made to the Agreement in this Third Amendment other than as set forth below.

TERMS:

1. **Effective Date.** This Third Amendment is effective as of the date stated in the preamble contained herein (the "Effective Date").

2. **Amendment.** Section 1 of the Agreement is amended to read as follows:

"1. Scope of Services. Consultant shall perform all of the services and provide all materials as set forth on ***Exhibit 1*** to the Agreement and ***Exhibit B-3*** to the Third Amendment ("Services"). Consultant shall complete the Services consistent with Standards of Care. Consultant shall abide by the CDOT Professional Services Local Agency Civil Rights and DBE Program Requirements located at https://www.codot.gov/business/civilrights/assets/professional-services-assets/assets/2023-local-agency-professional-services-contract-requirements.pdf."

3. **Amendment.** Section 2 of the Agreement is amended to read as follows:

"2. Payment. The Town's total obligation to Consultant under this Agreement for the Services shall not exceed **$1,288,039.00** unless authorized in

writing by the Town. Consultant shall invoice Town upon completion of the Services. Town may withhold payment in whole, or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, (provided that with respect to the performance of professional services, it is understood and agreed that Consultant's obligation is to exercise the Standard of Care to comply with laws, codes, regulations and other such requirements and the requirements of any authority having jurisdiction over the project specifically applicable to the performance of such services or the preparation of any documents), or if Consultant is in default of the Inspection and Warranty Section herein, below ("disputed Services"). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment, whether in whole or in part, within fifteen (15) days of receipt of such invoice."

4. **Amendment.** Section 3 of the Agreement is amended to read as follows:

"**3. Term/Completion.** The Parties agree to extend the term of this Agreement with an expiration date of **April 30, 2027** (the "Term") under the same terms and conditions of the Agreement, unless otherwise amended. The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement in the same or similar locality (the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to quality of performance of professional services."

5. **Ratification**. In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:
EXHIBIT A-3 – AGREEMENT
EXHIBIT B-3 – UPDATED SCOPE OF SERVICES AND FEE SCHEDULE

To evidence their assent to this Third Amendment and its exhibits, the Parties hereby execute and deliver this Third Amendment as of the Effective Date.

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:

_____
Jeff Brauer, Director of Parks & Recreation

CONSULTANT:

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

By: Digitally signed by Scott Waterman Date: 2026.04.15 07:42:28-06'00'
(Signature)

Scott Waterman
(Print Name)

Its: Senior Vice President
(Title)

EXHIBIT A-3

AGREEMENT

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CON-2025-0654

SECOND AMENDMENT TO TOWN OF CASTLE ROCK EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (Design Services for Industrial Tributary Trail – Parks & Recreation)

DATE: 12/11/2025 | 3:26 PM MST.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation, 990 South Broadway, Suite 220, Denver, Colorado 80209 ("Consultant").

RECITALS:

I. The Town and Consultant entered into a Town of Castle Rock Equipment and Services Acquisition Agreement on October 3, 2023 and a First Amendment to Town of Castle Rock Equipment and Services Acquisition Agreement on December 17, 2024 (collectively, the "Agreement"), to provide design services as set forth in the Agreement, and attached hereto as ***Exhibit A-2***.

II. The Parties desire to amend the Agreement to extend the term.

III. The Town and Consultant wish to memorialize this change in this Second Amendment to the Agreement ("Second Amendment").

TERMS:

1. **Amendment.** Section 3 of the Agreement is amended to read as follows:

"3. **Term/Completion.** The Parties agree to extend the term of this Agreement by one (1) year, with an expiration date of **December 31, 2026** (the "Term") under the same terms and conditions of the Agreement, unless otherwise amended. The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement in the same or similar locality (the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to quality of performance of professional services."

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2. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as ***Exhibit B-2***.

3. **Ratification**. In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:
EXHIBIT A-2 – AGREEMENT
EXHIBIT B-2 – CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

ATTEST:

DocuSigned by:
Lisa Anderson
1298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Signed by:
David L. Corliss
1B8515CFE7E414...
David Corliss, Town Manager

Approved as to form:

DocuSigned by:
Michael J. Hyman
E7347E32A6794D1...
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
Jeff Brauer
C2028CB0DAEF469...
Jeff Brauer, Director of Parks & Recreation

CONSULTANT: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

By: Scott Waterman
Digitally signed by Scott Waterman
DN: cn=Scott Waterman, o=Wilson & Company, Inc., Engineers & Architects, ou, email=scott.waterman@wilsonco.com, c=US
Date: 2025.11.21 13:32:21 -07'00'
(Signature)

Scott Waterman, PE
(Print Name)

Its: Senior Vice President
(Title)

PREVIOUSLY EXECUTED

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EXHIBIT A-2

AGREEMENT

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TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(Design Services for Industrial Tributary Trail)

DATE: October 3, 2023

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation, 990 S. Broadway, Suite 220, Denver, Colorado 80209 ("Consultant").

RECITALS:

I. The Town issued a Request for Proposals from qualified consultants with expertise in engineering services.

II. Consultant timely submitted its Proposal.

III. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** Consultant shall perform all of the services and provide all materials as set forth on ***Exhibit 1*** ("Services"). Consultant shall complete the Services consistent with Standards of Care. Consultant shall abide by the CDOT Professional Services Local Agency Civil Rights and DBE Program Requirements located at https://www.codot.gov/business/civilrights/la-compliance/ps/2022-local-agency-professional-services-contract-requirements.pdf.

2. **Payment**. The Town's total obligation to Consultant under this Agreement for the Services shall not exceed $1,089,121.00, unless authorized in writing by the Town. Consultant shall invoice Town upon completion of the Services. Town may withhold payment in whole, or in part for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, (provided that with respect to the performance of professional services, it is understood and agreed that Consultant's obligation is to exercise the Standard of Care to comply with laws, codes, regulations and other such requirements and the requirements of any authority having jurisdiction over the project specifically applicable to the performance of such services or the preparation of any documents), or if Consultant is in default of the Inspection and Warranty Section herein, below. Town shall remit payment, whether whole or in part within fifteen (15) days of receipt of such invoice.

3. **Term/Completion.** The term of this Agreement shall commence on September 20, 2023 and expire on December 31, 2024 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than two (2) years under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement in the same or similar

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locality (the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to quality of performance of professional services.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, deliverables created up to the point of termination subject to Town's payment obligations.

5. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized Services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval.

6. **Inspection and Warranty**. Town reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Services and cancel all or any part of this Agreement if Consultant fails to deliver all or any part of the Services in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Services shall not relieve Consultant of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Services. If Town elects to accept nonconforming or defective Services, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect. Consultant expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Consultant, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Consultant agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

7. **Risk of Loss**. With respect to any goods or equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to the Inspection and Warrant Section herein, above, at the destination specified by the Town. Consultant assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges. Notwithstanding any other provision of this Agreement, as it relates to the performance of Services, references in this Agreement to errors, omissions, defects, deficiencies, fault or the like shall mean a failure of Consultant to exercise the Standard of Care in the performance of its Services.

8. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

9. **Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.

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10. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

11. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal to the Town by mail within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All general and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy; subject to standard ISO CA/CG0001 coverage terms and conditions
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as ***Exhibit* 2**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town (10 days in the event of non-payment premium). If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance.

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Consultant and subconsultant's insurer(s) shall include the Town, its elected and appointed officials,

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officers, employees and volunteers acting within the course and scope of their duties for the Town as additional insured.

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

E. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent Consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

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

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 products and completed operations aggregate, and $2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability, subject to ISO form CG 00 01 coverage terms and conditions..

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

12. **Colorado Governmental Immunity Act.** The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

13. **Indemnification.** Consultant expressly agrees to defend, indemnify and hold harmless Town or any of its agents, officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

14. **Delays.** Any delays in or failure of performance by any party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes,

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labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the reasonable control of such party.

15. **Additional Documents & Entire Agreement.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

16. **Time of the Essence.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

17. **Default and Remedies**. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

18. **Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

19. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

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

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

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22. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

23. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents ("Materials") produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services. Notwithstanding the foregoing or any other provision of this Agreement, Town's rights in and Consultant's obligations with respect to such Materials as provided in this Section 23 are conditioned on Consultant's receipt of all undisputed amounts due to it under this Agreement. Consultant shall have no liability for the use of any such Materials on any project other than the project which is the subject of this Agreement or modifications made to such Materials without its consent.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all third party claims,, suits, liabilities actions or proceedings and the resulting damages, costs and expenses of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement to the extent caused by infringement upon any patent, trademark or copyright protected by law.

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

25. **Independent Consultant.** Consultant has completed the Affidavit of Independent Consultant Status, attached as ***Exhibit 3***, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Consultant and the Town hereby represent that Consultant is an independent Consultant for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

26. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express

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intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by electronic mail. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Certificate of Insurance; (3) Exhibit containing the Scope of Services and Fee Schedule; and (4) Exhibit containing the Town of Castle Rock Affidavit of Independent Consultant Status.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE
EXHIBIT 3 – TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONSULTANT STATUS

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DS

TOWN OF CASTLE ROCK

Signed by:
Lisa Anderson

Signed by:
Mike Hyman
Attorney

TOWN OF CASTLE ROCK

Signed by:
Jeff Brauer

CONSULTANT:

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

Michael W. King, PE

By: _____

Its: _____

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EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

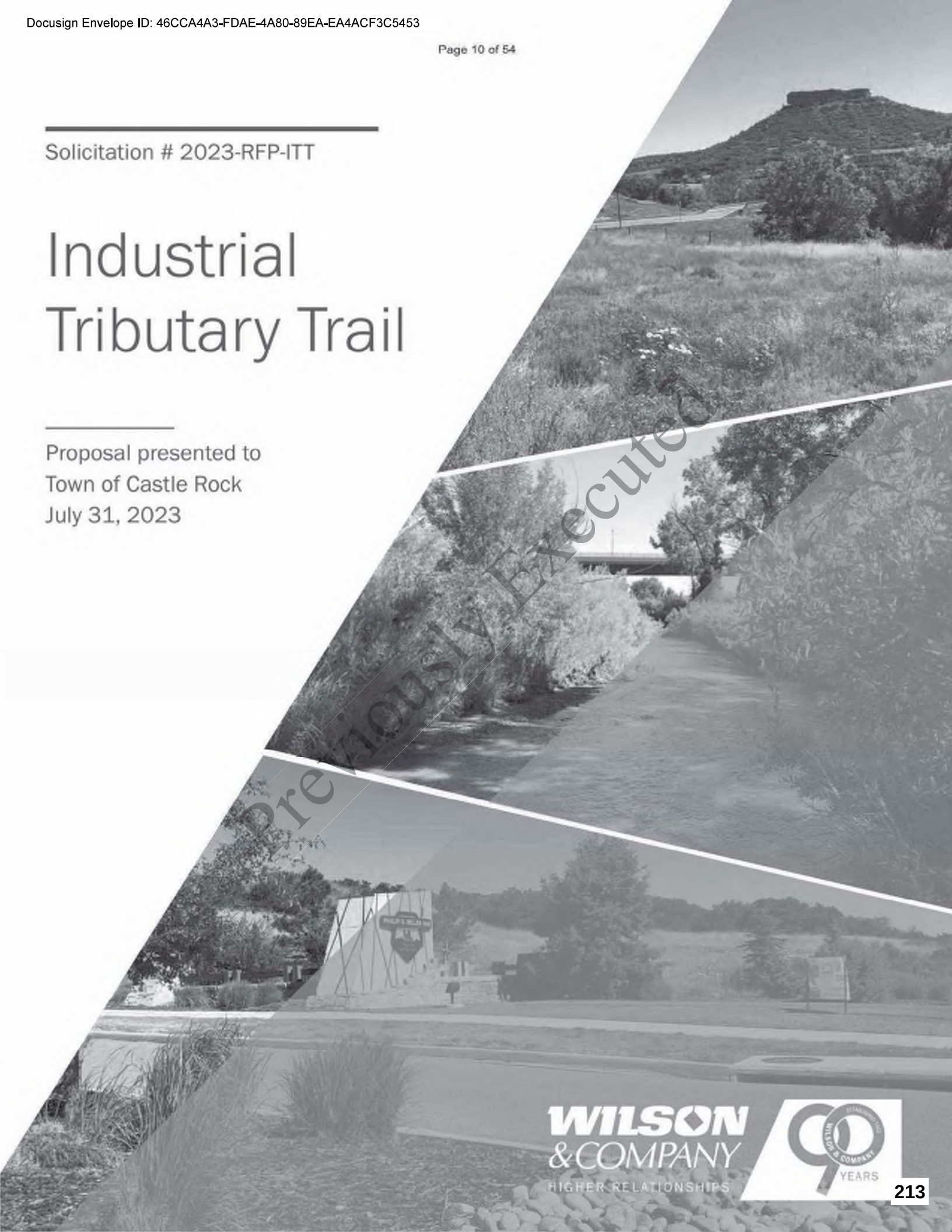
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Solicitation # 2023-RFP-ITT

Industrial Tributary Trail

Proposal presented to
Town of Castle Rock
July 31, 2023



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WILSON &COMPANY
HIGHER RELATIONSHIPS

90 YEARS

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July 31, 2023

Town of Caste Rock
Attn: Rich Havel, Trail Planner
100 N. Wilcox St., Castle Rock, CO 80104

WILSON & COMPANY
HIGHER RELATIONSHIPS
90 YEARS

8990 South Broadway, Suite 220
Denver, CO 80209
303 297 2976 (phone)
303 297 2693 (fax)
wilsonco.com

RE: Request for Proposal (RFP)
Parks and Recreation - Design Consultant for Industrial Tributary Trail, Solicitation # 2023-RFP-ITT

Dear Mr. Havel and Members of the Selection Committee,

The Industrial Tributary Trail connection is poised to make a lasting positive impact to the Town of Castle Rock (Town) by completing a link that provides a dedicated regional connection between downtown and western Castle Rock, and connectivity to the Philip S. Miller Park Complex, a great multi-function civic amenity. The Town needs a design consultant with expertise in engineering design, permitting services, and agency coordination to help accomplish the goals of this project as part of your local commitment to providing high quality parks and recreation facilities for your community.

Wilson & Company, Inc., Engineers & Architects (Wilson & Company) offers you a teaming partner who provides strong project management backed by in-house, multidisciplinary technical expertise. From our Denver office, we are well-positioned to serve the Town quickly and efficiently, with additional resources available from our Colorado Springs and Loveland, CO offices. Wilson & Company's local, in-house services are supplemented with specialty consultants, Fox Tuttle Transportation Group (Fox Tuttle); Lithos Engineering (Lithos); Pinyon Environmental (Pinyon); and Triunity, Inc. (Triunity) to deliver the comprehensive services required for this project. This team is tried and true, having delivered similar projects across the Front Range. By selecting the Wilson & Company team, the Town will receive:

- A proven project manager with in-depth experience delivering multimodal projects and projects requiring railroad interaction. Project manager Marc Devos' recent experience delivering several of the most complex multimodal projects in the Front Range is unparalleled and includes Brighton Boulevard 44th to Race Court; the National Western Center (NWC) Rail Consolidation project; Connecting Auraria multimodal improvements; and multiple bicycle/pedestrian improvement projects. Marc's experience coordinating with the BNSF Railway Company (BNSF) will help expedite approvals for this project.
- A multidisciplinary design team that has worked together on countless projects similar to yours including those requiring Colorado Department of Transportation (CDOT) local agency oversight and approvals, and grade separated crossings of railroads and waterways requiring Federal Emergency Management Agency (FEMA) approval. We will incorporate our recent lessons learned to impart the most value to the implementation of the project.
- A responsive and available team primed to deliver on schedule once notice to proceed (NTP) is received. Wilson & Company understands that unforeseen challenges can cause delays. Our solution is a well-developed schedule that offers time for design reviews, utility coordination, and public engagement.

Wilson & Company's team is committed to being a trusted partner of the Town where we share your goals and contribute to your success. Should you desire additional information or have any questions, please contact me by email, at Marc.Devos@wilsonco.com or by phone at 303 501 1211. We acknowledge receipt of Addendum 1, dated July 11, 2023; Addendum 2, dated July 17, 2023; and Addendum 3, dated July 19, 2023.

Sincerely,

Marc Devos, PE
Project Manager

Scott Waterman, PE
Principal-in-Charge/Authorized Officer

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Section 2

Response to Scope of Work

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Response to **scope of work**

This project encompasses many challenging elements with three grade-separated crossings involving improvements in a floodplain, a railroad corridor, and a drainage channel while changing elevation by at least 40 feet. The Wilson & Company team's experience designing pedestrian bridges, tunnels, and the approaches to them allows us to quickly develop alignment options that meet horizontal and vertical alignment criteria, and identify the potential impacts and permitting requirements early in the concept stage.

A key permitting component will be evaluating impacts on the 100-year floodplain and determining potential mitigations. This is an involved process that our team is well versed in and requires a collaborative effort between the drainage and structures team like we recently performed for the Jewell Pedestrian bridge.

Our team will keep a constant focus on the elements (environmental, utilities, right-of-way (ROW), and construction documents) required to obtain approval from CDOT local agency branch as we have recently done on projects with Denver and Arapahoe County.

Railroad coordination

One key element of the project will be the need to be on BNSF ROW. Our team is very experienced developing public projects that impact BNSF and other railroad ROW and tracks. The key elements of the BNSF process are:

- Coordination meetings and design reviews. BNSF requires 30 days for all submittal reviews which lengthens the design schedule.
- Obtaining ROW licenses to be within or cross BNSF ROW. This is likely a revokable easement. Linear ROW impacts are less likely to be approved/agreed to by BNSF, compared to 90 degree crossings.
- Completing a construction and maintenance agreement that defines the Town and BNSF obligations for construction and long-term maintenance of the proposed improvements.

BNSF prefers overpasses and discourages the implementation of underpasses because of the disruption to their service due to the construction process. Tunneling does provide the advantage of not disrupting the track for a long period of time, being able to be implemented during track windows when there is no train traffic.

Wilson & Company staff worked for BNSF when the Fossil Creek Underpass in Fort Collins was constructed and will support the team with recommendations for getting BNSF approval of the concept.

Jeff Kay with Triunity provides this support to the City of Denver on nearly every public project that involves BNSF and has been involved in obtaining more than ten project agreements in the last two years.

Joey Holste with Wilson & Company regularly works with the local BNSF public projects group for this area, reviewing designs and overseeing construction on behalf of BNSF. For this project, he will support Jeff in coordinating with BNSF and providing input on design requirements and plan presentation to the design team to verify that the plans have everything that BNSF reviewers would want to see.

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Trail design

On our opportunities and issues map (**Figure 3** on page 12), we show in grey the concept alignment previously provided. This concept required a switch back in order to make up the approximately 40-foot grade difference between the existing trail and the estimated elevation of the undercrossing of BNSF at an acceptable trail profile grade. Fill will be required in the Town ROW in order to minimize/avoid grading on BNSF ROW up to the trail location. Overall, the trail needs to be at least 800 feet long to attain a continuous 5% grade, which is 300 feet longer than a straight connection.

Our team has looked at several options to meet design standards for floodplain clearance, path geometrics, connectivity to Park St, minimizing maintenance and impacts on BNSF ROW, and needed ROW/easements from BNSF. On the issues map, we have identified the orange alignment as achieving all of these goals. Overall, the alignment is the same length but uses all that length to get to the BNSF crossing and therefore is flatter for bicyclists and trail users, while eliminating unsafe tight turns and the challenging configuration between BNSF and Prairie Hawk Drive.

Our biggest concern is the segment of trail that parallels and is between BNSF and Prairie Hawk Drive. This segment will impact BNSF ROW its entire length, and have impacts on existing drainage. Due to the depth below the road and railroad, retaining walls will be required to provide a widened impact area that includes shy distance from the wall(s) and an area for drainage collection and conveyance. **Figure 2** on the following page, presents two cross section alternatives for the trail location on the alignment shown in the RFP for the BNSF undercrossing. These show the relative location of the trail to Prairie Hawk Drive and BNSF's maintenance road and the walls and treatments that should be included. The third section shows the crossing under Prairie Hawk Drive into the Tributary corridor at the north. Further evaluations of the relative costs and impacts of each option will be completed during the trail alignment phase of the project. Guardrail should be included to protect traffic on roads on either side of the trail, increasing project cost and long-term maintenance.

The estimated trail elevation at the BNSF crossing is within a few feet of the trail elevation at the crossing under Prairie Hawk Drive. Because the area between the track and road is a drainage path, the trail should rise from the BNSF crossing going north and then breakover and go downhill to the Tributary crossing under Prairie Hawk rather than trying to stay low the entire way which would have a higher wall cost and make parallel drainage conveyance more challenging.



Ditch between BNSF and Prairie Hawk Drive.



Boulder retaining wall adjacent to Prairie Hawk Drive.

Hydraulics

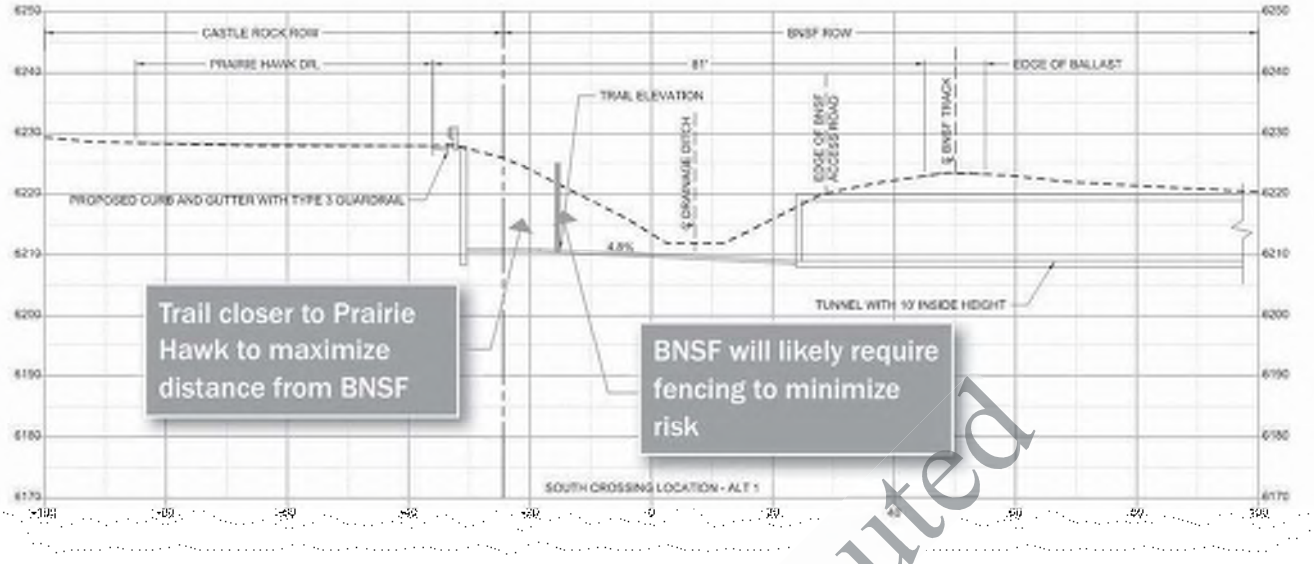
East Plum Creek is one of Castle Rock's most valuable features. A sustainable approach to this project is a must in order to protect all the aspects that this stream provides. As the stream is a Zone AE floodplain with a designated floodway, any improvements within the stream corridor will need to be cognizant of the floodplain

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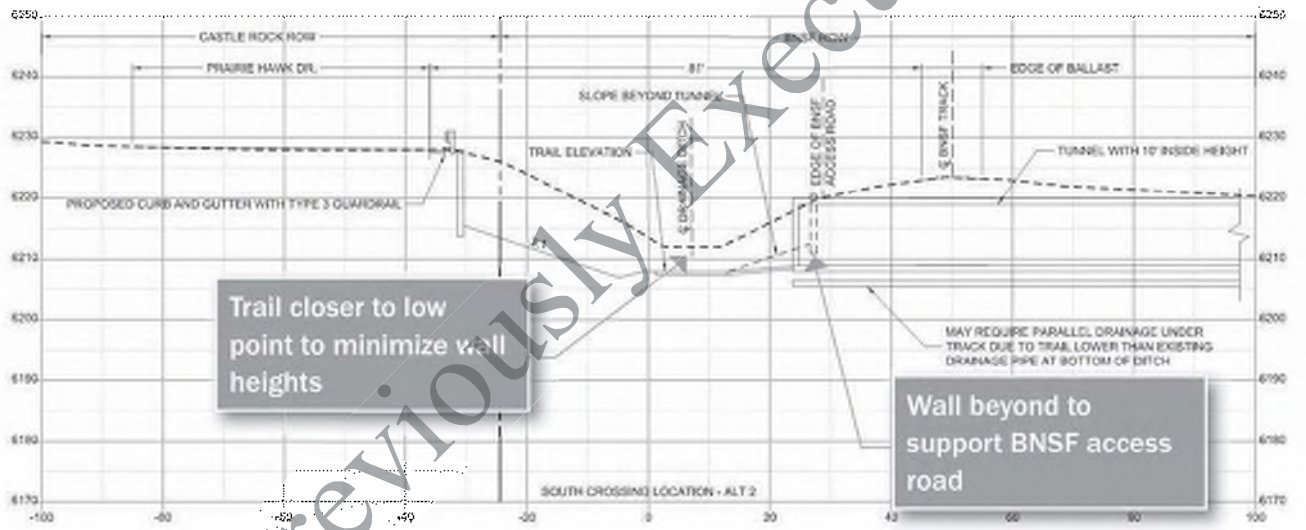
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Figure 2. Cross sections of the BNSF undercrossing

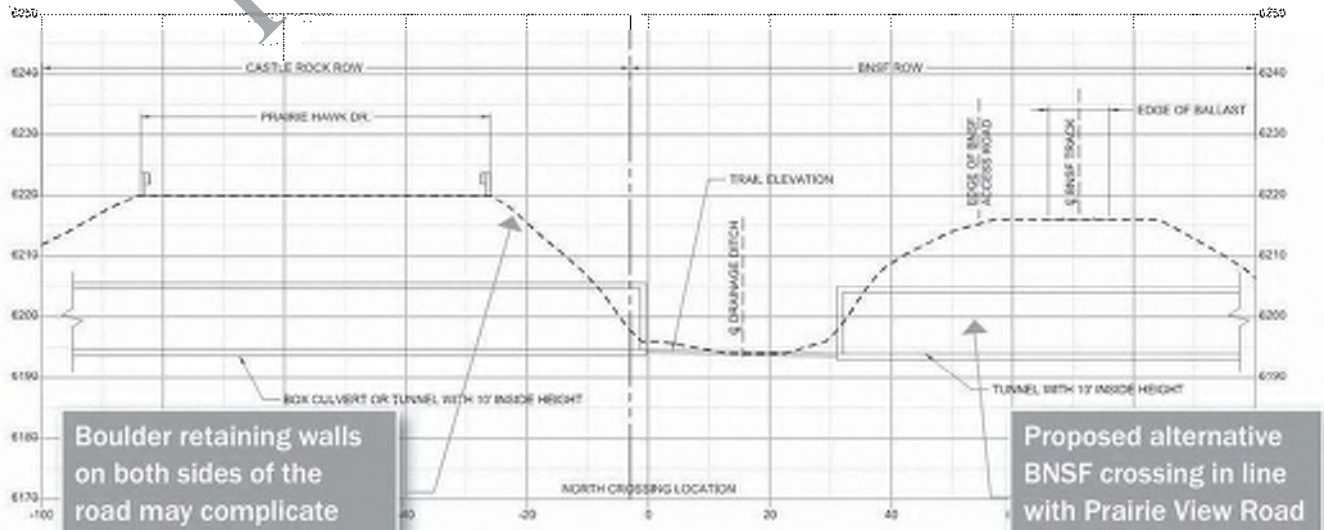
South trail crossing 1



South trail crossing 2



North trail crossing



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impacts and environmental impacts. Most of the tie-in locations are within the 100-year floodplain. While a no-rise may reduce the amount of permitting, it is likely to increase the complexity of the design. The design team will attempt to reduce impacts on the floodplain to avoid a CLOMR; however, it is assumed that a CLOMR will be required. Both approaches discussed in the structural approach will require placing fill in the floodplain and will likely result in a CLOMR being required. These impacts will be examined to determine the amount of rise upstream and to verify that the impacts on the floodplain are minimized. There is an existing retaining wall upstream of the I-25 bridge which should not be overtopped by any rise caused by the project. In both approaches the trail will be installed above the 10-year water surface elevation (WSEL). This elevation will be determined initially by the 10-year WSEL shown in the flood insurance study and then verified by the modifications to the effective model for the CLOMR.



Existing retaining wall upstream of I-25 Bridge over East Plum Creek.

A floodplain modification study will be prepared and then used as the basis for the CLOMR application. A drainage report will be prepared to demonstrate compliance with the various criteria. The design team plans to work closely with the Stormwater Manager and CDOT regarding the drainage design. As this project is a dedicated bike/pedestrian trail, it is classified as exempt in the Town's Municipal Separate Storm Sewer System (MS4) general permit under Section E.4.a.i.(I). While this section eliminates the need for this project to install permanent stormwater best management practices (BMP) measures, it does not exempt it from still following the provisions of the construction sites program during construction and all other floodplain and other environmental regulations and requirements. A Summary of Water Quality Conformance to MS4 Permit form will still be filled out and submitted with the plans. While no permanent water-quality BMPs will be included, the project will still confirm that any disturbed area is revegetated and returned to pre-construction conditions. A Standard Temporary Erosion and Sediment Control (TESC) Permit will be obtained following the Town's TESC Manual requirements.

Surrounding the proposed boring under the railroad, there are drainage channels running along the tracks which convey flow from a moderate upstream tributary area. The proposed design will avoid conveying these flows to the pedestrian crossing where they could leak along the trail and cause a nuisance. The project design will verify that these flows are conveyed to their existing downstream culverts and that the proposed trail crossing does not serve as a primary drainage conveyance structure.



An eroded and ponded channel adjacent to the trail leading from an outfall from I-25. If practical, a remedy to this drainage issue to get the flows under the trail will be incorporated into the design.

There is an existing stormwater outfall near the project area discharging from I-25 and into the ditch on the eastern side of the trail. Should the final alignment of the trail structure be close to this outfall, resolving this drainage issue by pointing the flows toward the creek rather than running parallel to the trail will be included in the design.

The East Plum Creek Stormwater Master Plan shows several water-quality ponds and a drop structure within the project area. These improvements can be incorporated into the design or the project can be designed such that future incorporation of these features can be easily brought in without impacting the proposed trail crossing.

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Structures

The fundamental issue to be solved regarding the bridge across East Plum Creek is minimizing the hydraulic impacts. A LOMR/CLOMR will be required if the flood water elevations rise and will be approved if no insurable structures are negatively impacted. The existing trail west of I-25 is below the 100-year water surface elevation, and within the floodway. It is, however, above the 10-yr WSEL, which is consistent with Town criteria. Any new embankment or structure will increase the backwater elevations. We have looked into two preliminary strategies to keep the impact of the structure on the flood water elevations to within tolerable limits.

The first strategy is to use a prefabricated steel truss for the bridge structure (see picture to the right) to place the bridge above the 10-year and preferably the 25-year water surface elevations. The structure would impact the 100-year event and to mitigate these impacts, the bridge could be allowed to "break-away" during these large events. This is accomplished by simply omitting the nuts on the anchor bolts.



Pre-fabricated bridge to span at least 10-year floodplain provides greater resiliency.

This allows the superstructure to be lifted off the anchor bolts in a large flood event. A lanyard cable would be installed at one abutment to prevent the bridge from being transported too far and being damaged by tumbling in the flood. Once the floodwaters recede, the superstructure can be raised with a crane and reset to its original location. Boulder County has used this strategy to provide structures within the floodway of several of their streams, allowing a more natural and intimate trail experience for users. Mark Hildahl was involved in 2013 with the successful re-setting of the Coal Creek Trail Bridge over Coal Creek in Flagg Park.

The second strategy is to use a low-profile bridge with short spans near the normal flow levels but below the 10-year water surface of the creek. This will be similar to the existing trail bridge over E. Plum Creek north of Park Street (see picture at bottom right). The bridge would consist of a concrete slab (12"-18" thick) and, if needed, would incorporate a safety railing for fall protection (the existing bridge does not include a railing). The advantages of this approach include 1) a minimal obstruction in the flood plain; 2) reduced structure cost; 3) reduced structure area requiring maintenance; and 4) the minimal visual impact fits well within the natural context. The primary disadvantage of this approach is that the trail will be inundated more frequently, approximately every 2 to 10 years, depending upon the trail profile.

During conceptual design, we will explore each of these options to determine which best fits with the Town's goals. Benefits and drawbacks will be examined and summarized in the structure selection report, along with cost estimates and a recommended structure type.



Low profile structure with decreased footprint but more frequent inundation.

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Tunneling

Trenchless design involves balancing constraints imposed from three primary sources: geological, layout, and third parties. The geology and layout primarily affect which tunneling excavation and support techniques may be used. Third parties primarily affect design deliverables.

As a first step for any trenchless design, geotechnical data must be reviewed and collected. Existing geotechnical literature is available for nearby developments; however, we anticipate additional geotechnical data to be collected using geotechnical test boreholes ("borings") and a test pit. One test borehole is recommended to be conducted on BNSF property with a flagger to aid in exploring for adverse fill materials, including construction rubble associated with the railroad fill. The test pit will aid in assessing over-sized material that would hinder certain excavation techniques.

After the geotechnical data is obtained, risks and risk mitigation strategies will be presented in a workshop to obtain design team input and consent on key design aspects impacting the alignment. The results will manifest in design deliverables, which may include:

- Technical design memorandum analyzing trenchless techniques, settlement/heave, major risks and risk mitigation strategies, steel casing design, and portal design. This deliverable will be provided to BNSF for review.
- Geotechnical baseline report to aid the contractor in bidding the project, help allocate risk between owner and contractor, and provide consistency in bids.
- Trenchless specifications and drawing details including modifications to CDOT specifications to account for:
  - Tunnel excavation and initial support
  - Construction shafts
  - Carrier pipe installation and backfill
  - Tunnel instrumentation and monitoring
  - Contact grouting



The Fossil Creek Pedestrian Tunnel (Lithos staff experience) spans 70 linear feet underneath BNSF.

Lithos has experience with all likely tunnel excavation methods, use of jacked steel casing for initial and final support, and with risk mitigation strategies to prevent damage to the railway, including but not limited to canopy tubes, ground improvement, and closed-face tunneling.

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Environmental clearance and permitting

The Wilson & Company team has significant experience navigating the environmental process and delivering clearances/permits for local agency projects seeking to use federal funds. Our environmental lead, Jon Chesser, worked as an environmental program and project manager for CDOT Region 1 and headquarters for 11 years, leading numerous teams to successfully deliver a wide range of environmental services for CDOT and local agencies. We would expect to clear this project with a CE (CDOT Form 128) under category C3 for construction of bicycle and pedestrian lanes, paths, and facilities. Based on our understanding of the work and experience on similar projects, the following resources are critical to successful completion of CDOT Form 128 clearance:

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Biological resources | Our team will conduct a desktop review and field visit of the project area to assess potential impacts to biological resources. A biological resources report (BRR) will be developed addressing wetlands, waters of the U.S., vegetation, noxious weeds, threatened and endangered species, and migratory birds. Collaboration with the design team will be key in avoiding and/or minimizing impacts to biological resources.

Section 404 permitting | The project includes a proposed crossing of Bridge Creek, a USACE jurisdictional waterway. If impacts are unavoidable, a Section 404 permit will be required through the USACE, likely a Nationwide Permit 14 for Linear Transportation Projects. As required based on the nature of project impacts, our team will prepare and submit a pre-construction notification (PCN) and all supporting materials.

Archaeology resources | A permitted archaeologist from Pinyon will conduct a Class III cultural resources inventory within the established area of potential effects (APE). No cultural resources are anticipated within the project APE that will require documentation. Results of the Class III inventory will be documented to agency and Colorado Office of Archaeology & Historic Preservation (OAHP) reporting standards and guidelines using appropriate reports and forms as necessary.

Historic resources | In coordination with CDOT, Pinyon will develop an APE and will assess the presence of potential historic resources. Our team will provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and historic Section 4(f) de minimis form(s). Preliminary review indicates that several potentially eligible resources may be present including Phillip S. Miller Park, Fifth Street, and BNSF.

Hazardous materials | Our team will complete an initial site assessment (ISA) technical report including an agency database review. Based on results of the analysis, project specifications and general notes regarding construction will be prepared and included in the project plans.

Our team will work with Town staff to verify that all applicable requirements from local guidelines and ordinances are met through project design and construction.

Utilities

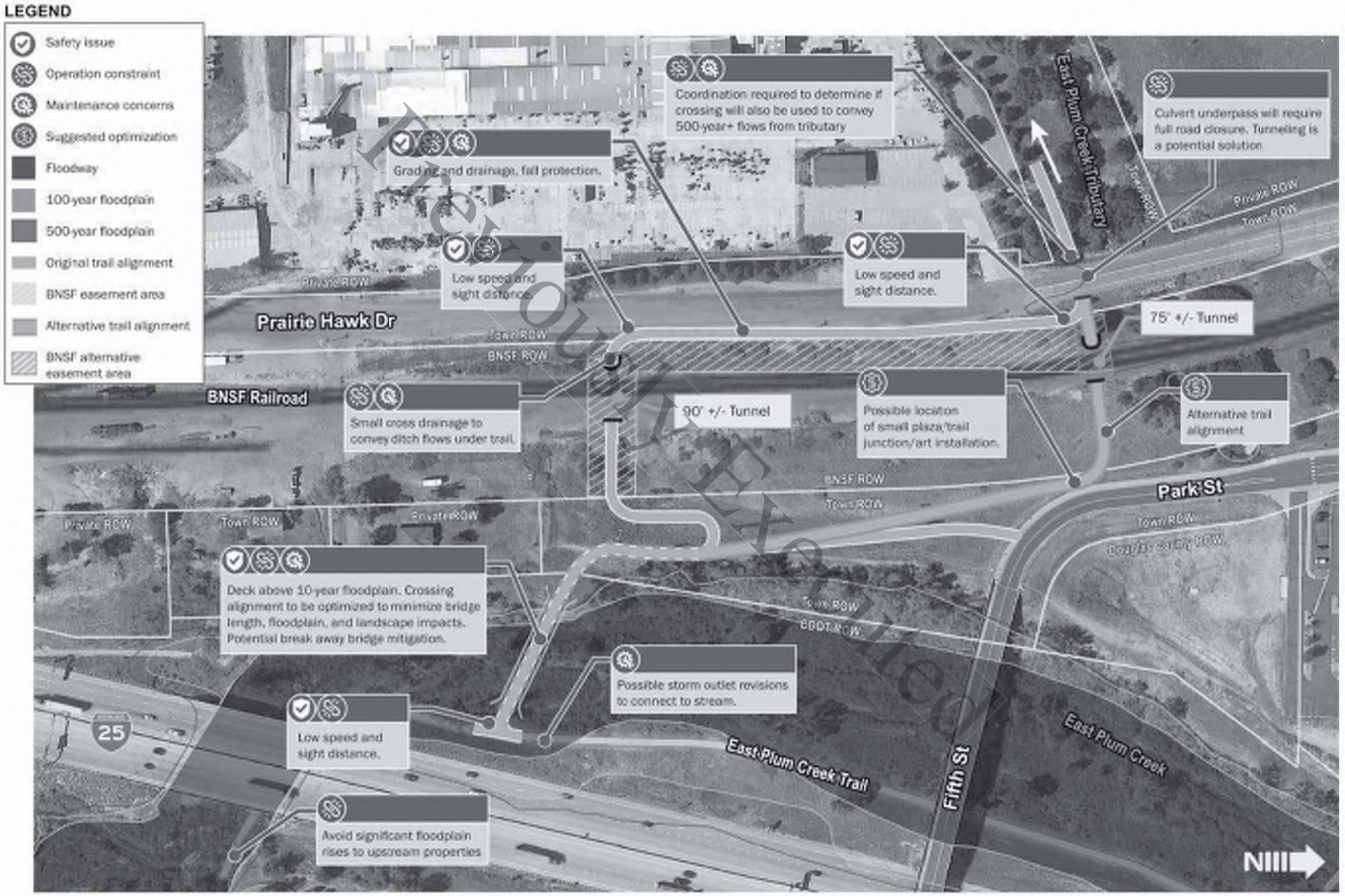
Another key element of the project will be defining utilities throughout the trail alignment, notably along the BNSF corridor where there are communication lines and the Black Hills gas line.

Triunity has established themselves as the best SUE firm in Colorado. Their great relationships with private utility companies improves the utility coordination process, resulting in an easier clearance process to satisfy CDOT local agency requirements.

Triunity will obtain utility location maps from the utility owners (Quality Level D), develop utility base plans, and evaluate potential utility conflicts. Subsurface designating (Quality Level B) will be performed to further define the location of conflicting utilities and SUE plans will be developed. As the design advances and coordination with utility companies determines more information is needed, a test hole plan (currently estimated to be ten locations) will be developed for review by the project team. Data from the test holes (Quality Level A) will be incorporated into the drawings to further inform design and protections. Adjustments or mitigations will be defined on the plans. A SUE report will be provided to document the process and findings including a utility matrix that defines all utilities, their level of investigation, impacts, and final resolution. Additional deliverables include coordinating utility company activities, preparing a utility specification, obtaining estimates of project-related costs, developing agreements with each affected utility company, and drafting the utility clearance letter for the Town to submit to CDOT.

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Figure 3. Opportunities and issues map



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Section 3

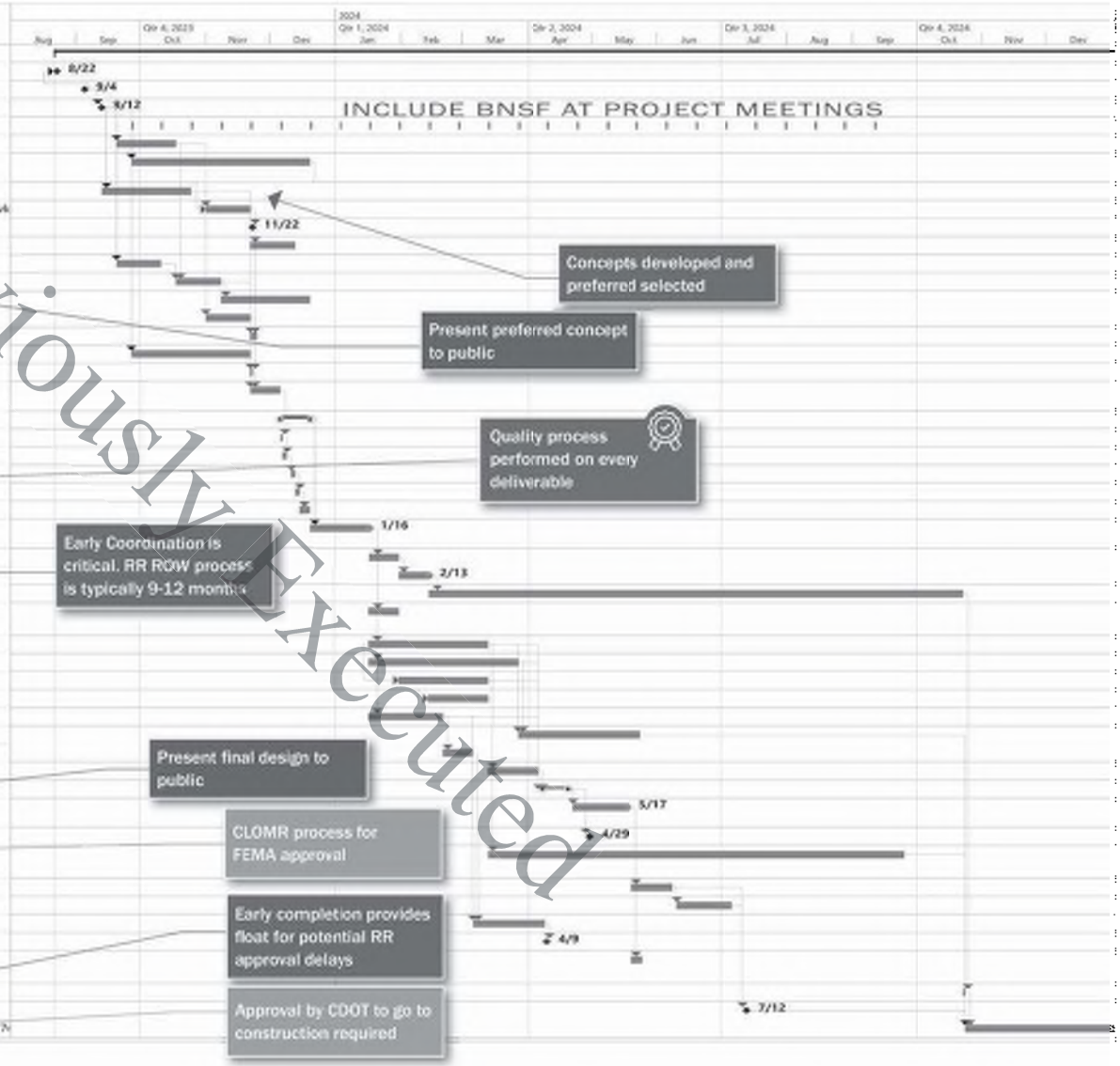
Action Plan and Schedule

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Figure 4. Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Design**	**527 days**	**Tue 8/22/23**	**Wed 8/27/25**	
2	Scoping with CDOT	1 day	Tue 8/22/23	Tue 8/22/23	3FS-2 wks
3	Notice to Proceed	1 day	Mon 9/4/23	Mon 9/4/23	
4	Kickoff Meeting	1 day	Tue 9/12/23	Tue 9/12/23	3FS+5 days
5	**Project Coordination Meetings**	**251 days**	**Wed 9/27/23**	**Wed 9/11/24**	6FS+2 wks
22	Perform Survey/ROW	4 wks	Wed 9/20/23	Tue 10/17/23	4FS+5 days
23	Geotechnical Investigations/Analysis and Prelim Report	3 mons	Wed 9/27/23	Tue 12/19/23	4FS+16 days
24	Preliminary Trail Design	30 days	Wed 9/13/23	Tue 10/24/23	4
25	Bridge and Wall Structure Selection Report	3 wks	Wed 11/1/23	Tue 11/21/23	5FS+5 wks,33FS-7 wk
26	Public Meeting #1	1 day	Wed 11/22/23	Wed 11/22/23	25
27	Conceptual Bridge, Tunnel & Wall Design	3 wks	Wed 11/22/23	Tue 12/12/23	35
28	Preliminary SUE Investigation	3 wks	Wed 9/20/23	Tue 10/10/23	4FS+5 days
29	Utility Plans	15 days	Wed 10/18/23	Tue 11/7/23	28,32
30	Utility Coordination Meetings	30 days	Wed 11/8/23	Tue 12/19/23	39
31	Preliminary Hydrology & Hydraulics Design/Report	3 wks	Wed 11/1/23	Tue 11/21/23	32FS+10 days
32	ROW and Easement Definitions	3 days	Wed 11/22/23	Fri 11/24/23	39,34,35
33	Environmental Resource Review and Documents	8 wks	Wed 9/27/23	Tue 11/21/23	4FS+10 days
34	FUC Field Diagnostic	1 day	Wed 11/22/23	Wed 11/22/23	34,35
35	FIR Plan (80%), Spec List and Cost Estimate Production	10 days	Wed 11/22/23	Tue 12/5/23	39,41,34,35
46	Submittal Quality Process	**10 days**	**Wed 12/6/23**	**Tue 12/19/23**	
47	Plans Submitted for Discipline Review	1 day	Wed 12/6/23	Wed 12/6/23	45
48	Discipline Reviews and Comments	2 days	Thu 12/7/23	Fri 12/8/23	47
49	Plan Revisions and Submit for QC Reviews	2 days	Mon 12/11/23	Tue 12/12/23	48
50	QC Reviews and Revisions	2 days	Wed 12/13/23	Thu 12/14/23	49
51	QA Review, Documentation and Submittal	3 days	Fri 12/15/23	Tue 12/19/23	50
52	FIR Plan (90%) Submittal, Review, and Review Meeting (RR Concurrent)	20 days	Wed 12/20/23	Tue 1/16/24	46
53	Finalize and submit ROW / Easement Plans	10 days	Wed 1/17/24	Tue 1/30/24	52
54	ROWPR Review and Meeting	10 days	Wed 1/31/24	Tue 2/13/24	53
55	BNSF ROW Easement Process	3 mons	Wed 2/14/24	Tue 10/22/24	54
56	Environmental Clearances (Front Page CDOT Form 128)	10 days	Wed 1/17/24	Tue 1/30/24	52
57	Final Trail Design	8 wks	Wed 1/17/24	Tue 3/12/24	52
58	Final Bridge, Tunnel and Wall Design	10 wks	Wed 1/17/24	Tue 3/26/24	52
59	Final Drainage Design	6 wks	Wed 1/31/24	Tue 3/12/24	57FS+2 wks
60	CLOMR and Submittal	4 wks	Wed 2/14/24	Tue 3/12/24	59FS-4 wks
61	Final Utility Design Plans	5 wks	Wed 1/17/24	Tue 2/20/24	52
62	FUC Application (45 day review)	42 days	Wed 3/27/24	Thu 5/23/24	57,58
63	Final Coordination Meetings with Utilities	10 days	Wed 2/21/24	Tue 3/5/24	61
64	Construction Phasing and Traffic Control Plans	18 days	Wed 3/13/24	Fri 4/5/24	57
65	Submittal Quality Process (see above for detail)	10 days	Mon 4/8/24	Fri 4/19/24	58,63,64,64FS
66	FOR (90%) PS&E Submittal, Review and Review Meeting (RR Concurrent)	20 days	Mon 4/22/24	Fri 5/17/24	65
67	Public Meeting #2	1 day	Mon 4/29/24	Mon 4/29/24	65FS+5 days
68	CLOMR - Two 90 day Reviews, and 1 wk ea Revisions	140 days	Wed 3/13/24	Tue 9/24/24	60
69	Complete Bid Plan Revisions	15 days	Mon 5/20/24	Fri 6/7/24	66
70	RR Review of Revisions	20 days	Mon 6/10/24	Fri 7/5/24	69
71	Process Utility Agreements	24 days	Wed 3/6/24	Mon 4/8/24	61,63
72	Submit Utility Plans and Agreements	1 day	Tue 4/9/24	Tue 4/9/24	71
73	Final Environmental Clearances (Final CDOT Form 128)	5 days	Mon 5/20/24	Fri 5/24/24	66
74	ROW Acquisition Notice to CDOT	1 day	Wed 10/23/24	Wed 10/23/24	55
75	Bid Docs PS&E Submittal	5 days	Mon 7/8/24	Fri 7/12/24	69,70
76	Construction Support (Bidding and Design Suppo	11 mons	Thu 10/24/24	Wed 8/27/25	67SFS+3 mons,68,62,7

☆ CDOT clearance item



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Draft list of **deliverables**

The following sections describes at a minimum what the Town will receive for formal submittals. Formal submittals shall be subject to review and comment periods by Town staff, BNSF, CDOT, project partners, and other stakeholders prior to acceptance. Other deliverables to support meetings or stakeholder coordination may also be required.

Reports, memorandums, and permits (all submitted with or prior to 60% submittal)

- Public outreach plan – coordinate, schedule, and lead/support two public meetings
- Trail design criteria table
- Hydraulics/drainage and GESC reports
- Structure selection report (bridge and retaining walls)
- Geotechnical design report (preliminary and final)
- Environmental resource reports
- PUC field diagnostic meeting minutes

FIR plan submittal

- Plan package
  - Title sheet
  - Typical sections
  - General notes
  - Survey control diagram and tabulation
  - Geometric control layout
  - Utility/SUE plans
    - Utility opinion of probable cost
  - Removal plans
  - Trail plan and profiles
  - Retaining wall plans
  - Pedestrian bridge plans (including engineering geology plans)
  - Pedestrian tunnel plans (including engineering geology plans)
  - Pedestrian culvert plans (including engineering geology plans)
  - Trail cross sections (20 feet interval)
- Specification list
- Engineer's opinion of probable ,cost
- CE (CDOT Form 128) – top half
- Comment resolution
- ROW plans following FIR review to initiate acquisition process

FOR PS&E submittal

- Plan package
  - Title sheet
  - Standard plans list
  - Typical sections
  - General notes
  - Summary of approximate quantities
  - Tabulation of quantities
  - Survey control diagram and tabulation
  - Geometric control layout
  - Removal plans
  - Trail plans and profiles (including necessary details)
  - Stormwater management plan template and plans retaining wall plans
  - Pedestrian bridge plans (including engineering geology plans)
  - ROW plans
  - Utility/SUE plans
    - Utility opinion of probable cost
    - Utility specifications
  - Trail cross sections (20 feet interval)
- Specification package
- Engineer's opinion of probable cost
- CE (CDOT Form 128) – complete
- Comment resolution
- BNSF construction and maintenance agreement
- PUC application support
- ROW clearance

Bid Documents PS&E Submittal

- Same as 90% deliverables
- Utility/SUE plans
  - Utility opinion of probable cost
  - Utility specifications
  - Utility clearance letter(s)

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Section 5

Request for Proposal

Confidentiality

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Request for **proposal confidentiality**

Wilson & Company's proposal does not contain any confidential information.

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Appendix

Appendix B – Affidavit of Small Business Participation

Rate sheet

References

Resumes



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Affidavit of small business participation

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description: Trail design	Contract NTE $ DBE Contract Goal %: 4 %

SECTION 1. CONSULTANT INFORMATION

Prime Consultant: Wilson & Company, Inc., Engineers & Architects		Consultant is an ESB ☐
Compliance Contact Name: Mark Scholfield, PE, DBIA		Consultant is a DBE ☐
Email: mark.scholfield@wilsonco.com	Address: 8990 South Broadway, Suite 220 Denver, CO 80209	Phone: 303 501 1226 B2GNow Vendor #: 20063921

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to 0 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $ $50,000 of DBE particpation based on NTE $.
* The consultant is committing to approximately 4 % DBE goal based on the NTE $.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)		Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation
Triunity, Inc.	☐ Vendor	SUE, rail support	☐ Yes ☒ No	4
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more DBE subs/suppliers vendors, add additional sheet

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Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to 0 # of ESB firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $ 0 of ESB particpation on this RFP/SOI.
* The consultant is committing to approximately 0 % ESB goal based on the NTE $.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level		Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, **Scott Waterman, PE, Vice President** of **Wilson & Company, Inc., Engineers & Architects**

(Owner or Executive Officer Name AND Title) (Consultant Company Name)

(Tracked Signature Accepted) **July 31, 2023** (Date)

Attached with proposal (RFP) and small business plan (for scoring) Jul-22

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Rate sheet

The rates listed below are consistent with what we charge for all governmental entities and do not represent a discounted rate.

Wilson & Company, Inc., Engineers and Architects

Rate Table

CLASSIFICATION	RATE*	DESCRIPTION
Engineer/Technical Specialist XXV	$300.00	Principal III
Engineer/Technical Specialist XXIV	$290.00	Principal II
Engineer/Technical Specialist XXIII	$280.00	Principal I
Engineer/Technical Specialist XXII	$270.00	Project Manager IV
Engineer/Technical Specialist XXI	$260.00	Contract Manager, Project Manager III, Sr. Engineer III
Engineer/Technical Specialist XX	$250.00	Project Manager II, Senior Engineer III
Engineer/Technical Specialist XIX	$240.00	Project Manager I, Senior Engineer III
Engineer/Technical Specialist XVIII	$230.00	Project Manager II, Senior Engineer II, Senior Engineer III
Engineer/Technical Specialist XVII	$220.00	Project Manager I, Sr. Engineer II, Construction Manager
Engineer/Technical Specialist XVI	$210.00	Sr. Engineer II, Project Manager I, Environmental Lead
Engineer/Technical Specialist XV	$200.00	Project Manager I, Sr. Engineer I, Survey Manager
Engineer/Technical Specialist XIV	$190.00	Sr. Engineer I, Engineer III, Construction Manager
Engineer/Technical Specialist XIII	$180.00	Sr. Engineer I, Engineer III, Professional Surveyor III
Engineer/Technical Specialist XII	$170.00	Professional Surveyor II, Senior Engineer I, Engineer III, Senior Architect
Engineer/Technical Specialist XI	$160.00	Engineer II, Professional Surveyor I
Engineer/Technical Specialist X	$150.00	Engineer II, Sr. Graphics Designer
Engineer/Technical Specialist IX	$140.00	Biologist, Engineer I, Engineer II, Project Accounting
Engineer/Technical Specialist VIII	$130.00	Hazardous Materials Specialist, Engineer I, Architect, Sr. CADD Tech
Engineer/Technical Specialist VII	$120.00	Engineer I, Jr Engineer III, CADD Tech II
Engineer/Technical Specialist VI	$110.00	Jr Engineer III, Construction Observer II, Party Chief III, Project Accounting
Engineer/Technical Specialist V	$100.00	Jr Engineer II, Construction Observer I, Party Chief II
Engineer/Technical Specialist IV	$90.00	Jr Engineer I, Party Chief I, Construction Observer I, Social Media Specialist
Engineer/Technical Specialist III	$80.00	CADD Tech I
Engineer/Technical Specialist II	$70.00	Office Administration, Instrument Person
Engineer/Technical Specialist I	$60.00	Instrument Person, Intern

*Rates based on a 3.0 Multiplier

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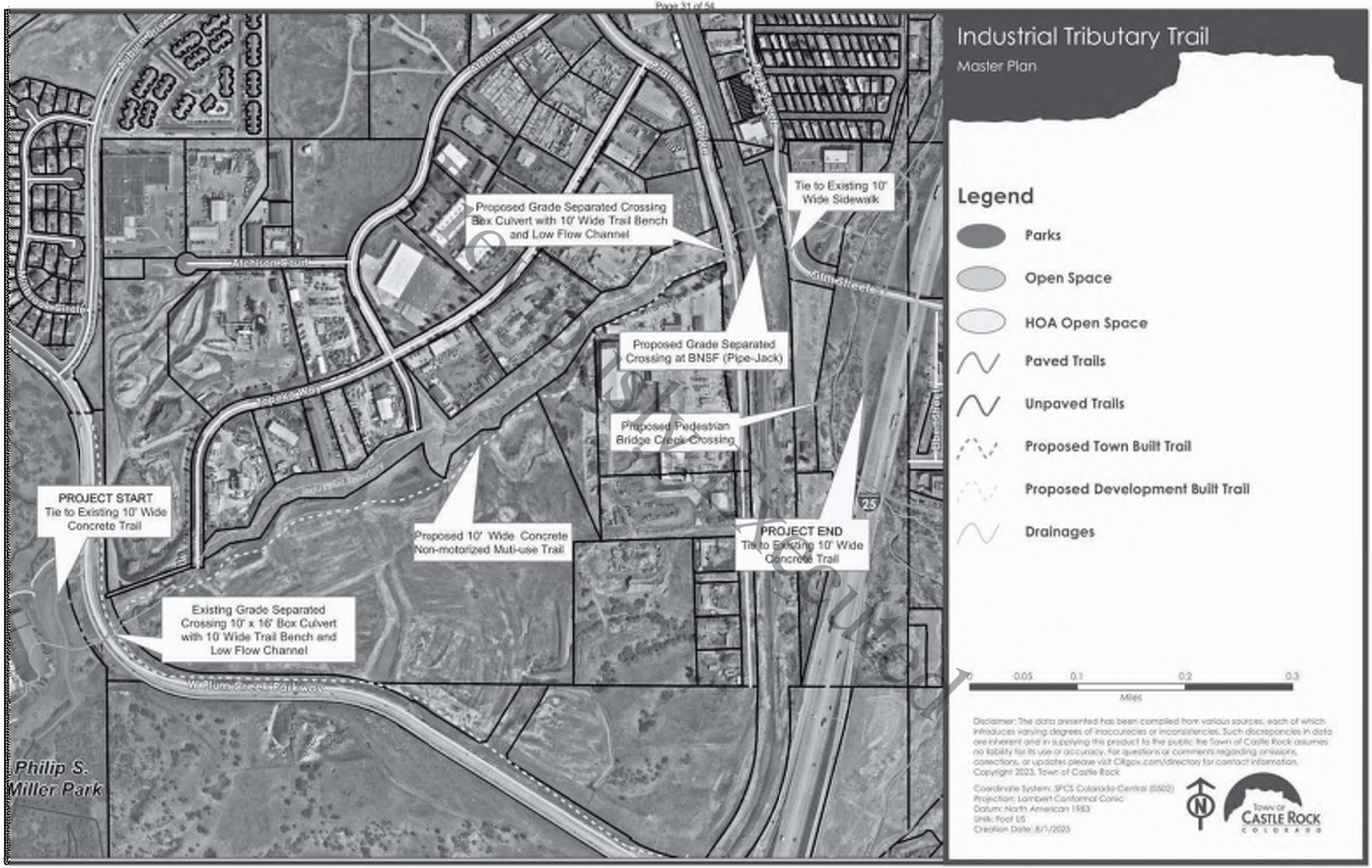
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Previously Executed

8990 South Broadway
Suite 220
Denver, CO 80209
303 297 2976 (phone)
303 297 2693 (fax)
wilsonco.com

WILSON
&COMPANY



File Is Executed

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Man Hour and Fee Estimate

Project: Industrial Tributary Trail

WILSON & COMPANY

SUBCONTRACTOR PROPOSALS

Assumed 1 yr design schedule	PM Dewis	Roadway Hesse	Roadway McCool	Struc Hildahl	Struc Borden	Struc Almeda	Struc Fisher	RR Holmes	ENV Chesser	ENV Eberhardt	ENV Flanagan	Drainage Bettag	Drainage West	Drainage Moore	Drainage Crozier	Drainage GIS	Survey Stewart	Survey Lindquist	Survey Briscoe	Survey Campbell	Survey Munsey	Survey Tibb	Grabanzl	
	Project Manager	Senior Engineer	Engineer	Structure Lead	Sr. Struct	Engineer	Struc CADD	Sr. Struct	Envirn. Manager	Senior Planner	Biologist	Drainage Manager	Engineer	Staff Engineer	CADD	GIS	Survey Manger	Survey PLS	Survey CAD	Sr. Party Chief	Instrument person	Survey Tech	Admin	Labor Amount
	$ 270.00	$ 160.00	$ 130.00	$ 280.00	$ 210.00	$ 150.00	$ 130.00	$ 180.00	$ 220.00	$ 240.00	$ 120.00	$ 210.00	$ 140.00	$ 130.00	$ 130.00	$ 120.00	$ 220.00	$ 190.00	$ 140.00	$ 110.00	$ 90.00	$ 100.00	$ 100.00	
General																								
Project Management	204																						30	$ 62,580.00
Monthly Progress Reports	12																							$ 3,240.00
Project Schedule and Project Management Plan	4	4																						$ 1,720.00
Town/CDOT/BNSF Progress Bi-weekly Meetings	39	26															2	12						$ 17,420.00
Design Coordination Bi-weekly Meetings	26	26										16	24	24										$ 20,360.00
Data Collection																								
Design Surveys, Right of Way Mapping		4															2	28	28	60	60	40		$ 27,020.00
Engineering Research												4	12	24										$ 4,920.00
Utility Investigation (Survey locates only, See Triunity in subconsultants below)		4																	4	40		20		$ 7,600.00
Geotechnical Investigation (by Lithos see subconsultants below)																								$ -
Environmental Study (Pinyon support noted under subconsultants)																								$ -
Biological Resources (Wetlands , WOUS, T&E and State Listed Species, etc)									4		60													$ 8,520.00
Archaeology Resources										4														$ 960.00
Historic Resources										4														$ 960.00
Hazardous Materials										4														$ 960.00
Section 4(f)/6(f)										24														$ 5,760.00
USACE Section 404 Permit and PCN									20		60													$ 11,800.00
CDOT Form 128 Coordination and Completion (and ENV Task Management)									24	4	80													$ 16,580.00
Preliminary & Final Design																								
Utility Coordination, SUE, Plans (Coordination only, See Triunity in subconsultants below)		8	8									4	8	12										$ 5,400.00
Drainage Design Plans																								$ -
BNSF Drainage												12	12	60	60									$ 18,000.00
Drainage Design (Ditches - assume no inlets/pipes)												8	24	60										$ 11,040.00
CLOMR	4											48	80	100	24									$ 35,360.00
Erosion Control Plans TESC Plan		12										12	24	80	40									$ 21,000.00
Floodplain Modification Study and Drainage Report	2											16	24	80		40								$ 19,920.00
Roadway/Trail Plans, Profiles, Grading/Detours/Permanent Signing/Striping																								
Concept Design	28	28	40	16		12	12					12	20											$ 30,280.00
Plan Production and design coordination	60	340	300																					$ 117,800.00
Structure Plans																								
Ped Bridge				70	168	228	40																	$ 118,280.00
Culvert under Prairie Hawk				16	48	48	120																	$ 34,440.00
Retaining Walls		28	16	44	70	104	180																	$ 74,360.00
Plan Packaging																								
FIR (30%) / R/W (90%) Submittals (PS&E) and Review Meetings	24	110	110	8																				$ 39,360.00
Right-of-Way Plans/ Legals / BOWPB / BNSF Review / Clearance	4							48									2	16	30			40		$ 22,040.00
Bid Documents	8	30	30	10	6	24						16	32	16										$ 20,360.00
Public Meetings (2)	16	16	4	4					8			4												$ 11,080.00
Bidding Phase																								
Pre-Bid Meeting & Plan Interpretation	4			4								2												$ 2,540.00
Construction Phase																								
RFI's and Submittals	16	10	16	16		56						4	8	12										$ 25,360.00
As Built Drawings			8	8		8	20					12	12	16										$ 12,640.00
Subconsultant Services - (Lump Sum)																								
Har Mar FSA/MFSA (by Pinyon see attached)																								$ 16,098.00
Geotechnical and Tunnel Design (by Lithos see attached)																								$ 98,776.00
Utility and RR Coordination, SUE and Utility Clearance (by Triunity see attached)																								$ 66,281.00
Bike and Trail Concept and Design Guidance/Public Outreach (by Fox Tuttle see attached)																								$ 24,000.00
Total Design and Clearances (hours & cost)	371	646	552	218	264	458	535	48	56	40	200	171	270	484	124	40	6	46	53	100	60	105	30	$ 579,940.00
Wilson Expenses																								
equipment, mileage, desktop reports, miscellaneous	$ 1,000.00										$ 150.00						$ 2,598.00							$ 3,848.00
Total Expenses																								$ 3,848.00
Total																								$ 983,793.00
Alternate Fee																								
Tunnel under Prairie Hawk (by Lithos see attached)																								$ 8,508.00
ADD ALT Ped Project LOMR												28	40	60	24				8	8	8			$ 22,760.00
ADD ALT - Relocate east drainage outfall under trail												16	24	50	40				2	4	4			$ 18,500.00
Master Plan Improvements - Drop Structure Design												16	24	60	40									$ 22,960.00
Video Pipe Inspections (2-4 Locations) (Triunity)																								$ 3,000.00
Floodplain Revegetation Design (TBD based on bridge design)																								$ 30,000.00
																							Alternate Total	$ 105,329.00

Costs highlighted in yellow are approximate

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Assumptions

Design Phase:
Fees are for RFP design which is potentially more complex (retaining walls in RR, drainage impacts, more RR intersection, etc). CDOT Standard Box Culvert under Prairie Hawk. Bridge will clear span the wetland areas - alter. fee estimate provided for revegation design.

Construction phase:
Kick-off meeting and up to 4 construction meetings (virtual).
RFI's up to 20 and up to 10 materials submittals, prefab bridge shop drawings.

Firm	Fee	%	DBE
Wilson & Co	$ 778,638.00	79.15%	N
Pinyon	$ 16,098.00	1.64%	N
Lithos	$ 98,776.00	10.04%	N
Triunity	$ 66,281.00	6.74%	Y
Fox Tuttle	$ 24,000.00	2.44%	N
Totals	$ 983,793.00	100.00%	

8/4/2021

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LITHOS ENGINEERING
2750 S Wadsworth Blvd, Suite D-200
Denver, Colorado 80227
303.625.9502
www.LithosEng.com

August 3, 2023
Project Number 22240

Wilson & Company
990 S Broadway # 220
Denver, CO 80209

Attention: Marc Devos, PE
Senior Project Manager

Regarding: Proposal for Geotechnical and Tunnel Engineering Services
Alternative Proposal for Open Trenched Crossing of Prairie Hawk Drive
Industrial Tributary Trail
Castle Rock, Colorado

Previously Executed

Mr. Devos,

Lithos Engineering (Lithos), a CDOT-registered Emerging Small Business, is pleased to provide this proposal to Wilson & Company (Wilson) for the subject project.

In addition, Lithos intends to contribute approximately $9,500 towards the Disadvantaged Business Enterprise (DBE) goal with drilling, testing, and traffic control subcontractors.

Project Understanding

The Town of Castle Rock (Town) is seeking a full-service engineering design team to execute a multi-use 10-foot-wide and 0.5-mile-long concrete trail from the Industrial Tributary Drainage Way, under Prairie Hawk Drive and the Burlington Northern and Santa Fe Railroad (BNSF), and over East Plum Creek to connect to the existing East Plum Creek Trail.

Wilson has requested Lithos provide a geotechnical and tunnel design package in support of the project. This scope is prepared based on:

- The Town's Request for Proposals dated July 10, 2023, and Addendums 1 and 2.
- Communications with Wilson from July 3-10, 2023.
- Lithos' understanding of the project based on a site visit and communications with the Town in January and February 2023.

In general, the Town wishes to construct the BNSF crossing in a manner similar to Lithos' Fossil Creek Pedestrian Trail project. Based on communications with Wilson, we anticipate the tunnel to be a 10-foot-minimum inside finished diameter, and approximately 120LF +/- 20 LF beneath BNSF and the crossing of Prairie Hawk Drive to be open trenched with box-culvert sections as the final ground support.

Proposed Scope of Services

Based on our understanding of the project, Lithos proposes the following scope of services:

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Task – 1: Project Coordination

This task includes coordination with drilling and laboratory testing subcontractors on scope, fee and schedule, cost estimating services, and all project management tasks associated with this scope.

Specifically, Lithos will:

1. Attend up to 1 in-person and 3 virtual full-team workshops lasting no more than 2 hours each (kick-off, 30%, 60%, and 90%).
2. Attend up to 3 virtual design-team meetings lasting no more than 1 hour each.
3. Submit monthly invoicing and project status update.
4. Provide an Engineer's Opinion of Probable Construction Cost (EOPCC) for tunnel construction. EOPCC Class level will be updated for each design milestone.

Task 1 Deliverables(s):

1. Monthly invoices/ status reports – submitted in electronic PDF.
2. EOPCCs at 30, 60, 90, and 100% design milestones – submitted via email.

Task – 2: Geotechnical Investigation and Reporting

Lithos will perform a geotechnical investigation for the full alignment using CDOT-registered DBE subconsultants. For this task, Lithos will:

1. Research readily available geologic and geotechnical information for the proposed project area.
2. Make a site visit to determine drill rig accessibility and mark the location for up to 6 geotechnical borings generally located:
   a. 2 borings – Launch and receiving at the tunnel location in Town and BNSF property.
   b. 1 boring – near the western end of the open trenched Prairie Hawk Drive crossing.
   c. 2 borings – planned bridge abutments in Town and CDOT property.
   d. 1 boring – planned in Town property between bridge and tunnel for pavement design.
3. Call Utility Notification Center of Colorado to locate utilities at the boring locations.
4. Provide Traffic Control for 2 borings along Prairie Hawk Drive. Shoulder closures with associated signage, safety cones, and traffic control supervisor are assumed to be sufficient. Costs for 1 day of shoulder closure traffic control are included.
5. Obtain right-of-way permits from CDOT, and the Town. Per Addendum 2, the Town will coordinate BNSF access (Temporary Occupancy Permit).
6. Implement the following boring plan:
   a. Use standard auger drilling and subcontract the drilling work to a qualified local DBE subcontractor,
   b. Drill 5 borings to depths between 20 - 30 feet and one boring to 10 feet,
   c. Collect samples at maximum 5-foot intervals,
   d. Record groundwater level during drilling.
   e. Collect split spoon, modified California barrel, triple wireline core, and/or bulk samples from the borings for classification and lab testing.
   f. Backfill borings with drill cuttings and evenly distribute leftover cuttings on the ground.
7. Provide full time oversight of drilling operations, assumed as 2 days.
   a. Log boreholes in general accordance with ASTM standards for soil or rock as applicable.

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8. Submit selected samples to a qualified local DBE laboratory for geotechnical testing. Testing may include but is not limited to R-value, corrosion, moisture and density, unconfined compressive strength, swell/consolidation, sieve analysis, and Atterberg limit tests.
9. Engage a subcontractor to perform Seismic Refraction Tomography (SRT) Geophysical Survey as close to BNSF rail as permitting allows (likely 25 feet).
    a. SRT geophones will be collected at 10-foot-minimum intervals with surface-based energy source.
    b. Lane-closure traffic control will be provided for Prairie Hawk Drive.
    c. The purpose of SRT is to explore for bedrock contact, anomalous fill (e.g. boulders and timbers) associated with rail or roadway construction, and better define tunneling subsurface risks.

Task 2 Deliverables(s):

Lithos will provide a Geotechnical Engineering Report (GER) to summarize the findings from 2. Lithos will include the following in the report:

- Detailed boring logs and the results of the geotechnical investigation, laboratory testing, and geophysical survey (Appendix).
- A site vicinity and boring location plan map.
- Project design criteria (as necessary) including but not limited to:
    - Lateral earth pressures,
    - Surface and subsurface drainage,
    - Water soluble sulfates,
    - Pavement design recommendations, including recommended K-values
- Construction recommendations including:
    - Temporary excavations, including temporary shored excavations
    - Unstable subgrade mitigation
    - Bedrock or oversize material excavation
    - Compaction requirements
    - Foundation recommendations for bridge and retaining walls
- Pavement design recommendations including:
    - Design coefficient used for pavement, base course, and subbase.
    - Pavement design computer printouts from software utilizing the 1993 AASHTO Guide for Design of Pavement Structures.
    - Considerations for subgrade suitability and treatment (if necessary) for pavement placement.

Previously Executed

Lithos will submit a draft version of the GER (in electronic format) for review and revision as necessary to address Wilson's comments. We will submit an electronic copy of our final report once comments have been addressed.

Task – 3: Tunnel Design Package

Lithos will implement a full tunnel design package for the project, including:

1. BNSF Tunnel Design Memorandum addressing:
    a. Tunnel initial and final support under BNSF loading conditions
    b. Settlement and settlement mitigation, instrumentation, and monitoring strategy
    c. Portal/ shaft design subject to AREMA shoring requirements

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i. A permanent portal (e.g. soil nail wall) will be designed on the east side of the tracks within AREMA Zone B to limit the length of the casing pipe/tunnel.

d. General accordance with BNSF design criteria
e. Geotechnical data, tunneling means and methods, and recommended design contingencies.
f. The intended audience is BNSF to aid in the permitting/approval process. We assume the design package will be appended to an overall permitting package prepared by others.

2. Geotechnical Baseline Report in general accordance with the 2022 guidelines published by ASCE;
   a. Lithos will prepare a Geotechnical Baseline Report (GBR) for the tunnel crossing(s). The GBR differs from typical geotechnical data reports in several ways. The intended reader of the report is the tunnel contractor rather than the design engineer. The report provides interpretation of the ground conditions and sets baselines of those conditions to aid the contractor during bidding and to resolve differing site condition (DSC) claims during construction. As a risk mitigation tool, the GBR allows the owner of the asset to decide what ground conditions the contractor must account for in its bid price. If ground conditions prove to be more adverse than the GBR describes, then the contractor is legitimately owed the additional costs of construction in the adverse conditions. For the GBR to be effective, the contract documents between the owner and contractor must address the DSC clause. A DSC may be defined as subsurface or latent physical conditions at the site which differ materially from those indicated in the contract. The GBR is how subsurface geologic conditions (soil, rock and ground water) are indicated in the contract.
3. Tunnel drawing details (7 sheets) as required, for inclusion into the overall construction drawing set prepared by Wilson.
   a. Drawings will consist of detail sheets discussing instrumentation and monitoring (1 sheet), pipe weld/connections and grout port details for contact grouting (1 sheet), pre-excavation support to mitigate track settlement (1 sheet), and portals/ shafts (4 sheets).
   b. Additionally, Lithos will redline Wilson drawings relevant to foundations and final portal support.
4. Technical specifications as required, for inclusion into the overall specifications prepared by Wilson. Redlines may be required to CDOT Special Provisions.
   a. Tunnel Excavation and Initial Support, including feasible tunneling techniques for the crossing and steel casing properties to accommodate for short-term and long-term loading.
   b. Shaft Construction
   c. Contact Grouting
   d. Geotechnical Instrumentation and Monitoring
   e. Ground Improvement
   f. Redline review of Wilson's bridge foundation and final portal design specifications.

Task 3 Deliverable(s):

1. BNSF Tunnel Design Memorandum - draft and final versions will be submitted in electronic PDF.
2. GBR - draft and final versions will be submitted in electronic PDF.
3. Drawing Details – submitted electronically in AutoCAD format.
4. Specifications - draft and final versions will be submitted in electronic Microsoft Word format.

Task – 4: Alternative Tunnel Design - Prairie Hawk Drive

We understand tunneling may be required under Prairie Hawk Drive due to lack of available detour options and potential difficulties in supporting the ground for construction of a box culvert underpass at this location. If a tunnel design is required under Prairie Hawk, Lithos will amend Task 3 deliverables to include tunnels both under BNSF and under Prairie Hawk drive as appropriate.

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Assumptions and Exclusions

Lithos has assumed the following in preparing our scope and fee for the project. If any of the assumptions below are incorrect, a change in scope and fee may result.

- Assumptions as per Amendment 2, including permitting coordination with BNSF provided by the Town.
- Prompt communication/ data transmission between Wilson and Lithos. Deliverables incorporate data provided by others, including but not limited to alignment plan and profile, subsurface utilities, and survey. Deliverables will require at least 5 weeks from receipt of data to provide a draft.
- Base maps and/or aerial photographs in paper and/or electronic format showing the proposed site layout, property lines, and landmarks will be provided by Wilson.
- Proposed alignment, in both horizontal and vertical planes, will be provided by Wilson.
- Survey of the boring location will be completed by The Client or Owner after drilling. Lithos will report boring locations as determined by handheld GPS with 15-foot-minimum accuracy.
- Contaminated soils, bedrock, and/or groundwater will not be encountered during our subsurface exploration. Environmental testing and contaminated cuttings handling/ disposal are not included in this scope.
- Significant weather will not impact the schedule of the proposed field studies.
- Soil and/or rock samples collected during the exploratory drilling will remain at Lithos' office for a period of 60 days after completion of the final report and will then be disposed after discussion with Wilson.
- Electrical design (including permanent lighting) of the tunnel is omitted.

Fee Estimate

Based on our proposed Scope of Services outlined above, we estimate the total fee for our services in accordance with the attached fee estimate. Lithos proposes to provide these services on a time and expense basis under terms and conditions to be negotiated upon award. Additional work beyond the scope of this proposal will be billed on a time and expense basis upon receipt of written approval by Wilson to perform additional scope.

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Closing

We appreciate the opportunity to submit a proposal for this project and look forward to the opportunity to work with you and your team on this project. For this project, Ryan Marsters will be the Project Manager and key contact. If you have any questions regarding the contents of this proposal, please contact the undersigned.

Sincerely,
Lithos Engineering

Ryan Masters, PE, PG
Project Manager

Lance Heyer, PE
Senior Engineer

Attachments: Fee Estimate
Fee Schedule

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Project Fee Estimate

Project - Tributary Trail Pedestrian Crossing – Geotechnical and Tunnel Design Support
Project Number - 22240
Date - 8/3/2023

FEE ESTIMATE

No.	Phase	Labor	Subconsultants	Direct Costs	Total
1	Project Coordination	$ 10,060		$ 48	$ 10,108
2	Geotechnical Investigation and Reporting	$ 14,400	$ 16,100	$ 144	$ 30,644
3	Tunnel Design Package - BNSF Crossing	$ 54,150	$ 2,500		$ 56,650
4	Alternative Tunnel Design - Prairie Hawk Drive	$ 7,150			$ 7,150
	Markup 12%		$ 2,232	$ -	$ 2,232
	Base Total	$ 85,760	$ 18,600	$ 192	**$ 106,784**

*Supplementary services subconsultant costs include 12% markup

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LITHOS ENGINEERING

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LITHOS ENGINEERING

FEE SCHEDULE
2023

1. Services will be billed on the time worked by staff personnel as follows unless noted otherwise in the proposal or contract. Overtime hours will be charged at straight time rates.

Principal	$250
Senior Consultant	$245
Senior Professional II	$225
Senior Professional I	$210
Professional II	$170
Professional I	$160
Staff Professional III	$150
Staff Professional II	$135
Staff Professional I	$120
Administrative	$85

2. Direct non-salary expenses will be billed at Lithos Engineering's cost plus a twelve (12) percent markup for the following:
    a. Reproduction and printing costs for project-related documents.
    b. Transportation and subsistence costs for travel including rental cars, truck, boats, trains, and other public carriers.
    c. Express delivers such as UPS.

3. Mileage for use of personal or company vehicles will be billed at $0.80/mile.

4. Subcontractors retained by Lithos Engineering for project-related services will be billed at our cost plus 12 (twelve) percent.

5. Payment: Invoices will be submitted about once a month unless otherwise noted in the proposal or contract for services performed. Payment is due upon receipt of the invoice. Interest of two (2) percent per month may be added to the outstanding balance on invoices older than 30 days. If Lithos Engineering must engage collection services to receive payment, Client will reimburse Lithos Engineering for all reasonable collection, attorneys, and court fees.

6. Billing rates are subject to change at any time unless otherwise noted in the proposal or contract.

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TRIUNITY

SCOPE OF WORK FOR INDUSTRIAL TRIBUTARY TRAIL

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

- ***Meetings*** – Meetings include one (1) kickoff meeting, and four (4) project design coordination meetings.

TASK 2 – RAILROAD COORDINATION

At a minimum TRIUNITY anticipates the following:

- Six (6) coordination meetings with BNSF during design development to ensure railroad requirements and design parameters are clearly defined for the design team.
- One (1) field site diagnostic meeting with BNSF and PUC.
- General coordination with BNSF including design transmittals, comment resolution and request for final approval.

TASK 2 - SUBSURFACE UTILITY ENGINEERING

At a minimum TRIUNITY anticipates the following:

- Obtain utility location maps from the utility owners (Quality Level D), which identify utility facility locations in the project area.
    - TRIUNITY will perform the following:
        - Submit a notification to Colorado811 for a SUE required project.
        - Contact local utility providers to request records.
        - Collect known data on utilities within project area – (key maps, electronic files, as-built drawings, GIS data, etc.).
- Complete subsurface utility designation by geophysical investigation (Quality Level B).
- Develop SUE plans in appropriate CAD standards depicting the achieved quality level and utility ownership, type, size, and material, where provided.
- Provide an electronic CAD deliverable of the existing utility mapping and survey depicting utilities at their achieved quality levels, including utility ownership information.
- Prepare a test hole location plan where conflicts warrant a Quality Level A investigation for review by the Design Team.
- Complete up to 10 utility test holes as coordinated with the Design Team. Traffic control and permitting are included.
- Prepare a SUE report documenting Utility investigation findings and methods; Quality level definitions; Utility discrepancies, issues and recommendations; Utility owner information; and Test hole information (if applicable).
- Plan and provide basic traffic control for the Designating Field work. Excludes Lane Closures.
- For activities requiring work on land not controlled by Client, attempt to obtain the necessary written permission to enter the premises.

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TRIUNITY

Deliverables:

Utility Database and Base Map, SUE Engineering Plans, 30%, 90% and 100% final Utility submittals.

TASKS 3, 4 & 5 - UTILITY COORDINATION

TRIUNITY will coordinate with utility companies during the design of this project and anticipates the following regarding Utility Coordination and the preparation of the Utility Coordination Plans:

- Prepare SUE/Utility Coordination Plans depicting existing utilities, all relevant proposed project elements, utility ID Nos. corresponding to utility conflict matrix, and conceptual relocations as determined through design development and the utility coordination meetings.
- Coordinate potential utility conflicts between existing utilities and proposed improvements with the design team and utility owners.
    - The design should seek to minimize impacts to utilities, where possible.
    - Utility relocations shall consider costs to the project, franchise agreements, design requirements, etc.
    - Utility relocation design may either be undertaken by the owner or by the project team under a separate task order once the utility disposition is identified.
    - The design for any utility relocation shall conform to the standards of the utility owner.
- Prepare a utility conflict matrix for all known utilities within the project limits whether or not the utility is impacted utilizing the current CDOT utility conflict matrix format.
- Meet with utility companies and jurisdictions, as required, to discuss project scope, utility conflicts, and mitigation strategies.
    - Set up meetings, develop agendas, facilitate meetings, and provide meeting minutes.
    - TRIUNITY to coordinate with 811 and other applicable agencies to locate known utilities.
- Obtain copies of existing easements, license agreements, and relocation agreements from utility companies, as applicable, and provide to the design team.
- After milestone submittals, conduct coordination/comment resolutions meetings with utility owners.
- Incorporate utility mitigation/relocation schematics into the 100% package.
- Prepare the utility specifications, which shall carefully detail the contractor's responsibilities and the utilities' responsibilities.
- Prepare, coordinate, and obtain utility relocations and/or adjustment agreements with the affected utility companies.
- Obtain estimates of probable cost for any utility relocations that are a cost to the project.
- Incorporate utility mitigation/relocation schematics into the FOR package.

Deliverables:

SUE/Utility Coordination Plans, Agreements with utility companies for relocations and/or adjustment that will take place during construction, Documentation of pertinent information including Reports

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TRIUNITY

and memorandums, photographs, mapping, schematics, field notes, as-built plans, and other required information.

Exclusions/Assumptions:

- Field survey (performed by others) will be coordinated to pick up designation marks for base file mapping.
- Survey of QL-A and QL-B utility data will be provided in AutoCAD or Microstation by the project surveyor with supporting survey data.
- Quality Level B designation of non-metallic, untraceable utilities, unmapped and/or abandoned utilities, thrust blocks, traffic loops, sanitary services, septic systems, irrigation/sprinkler systems, underground storage tanks, and drain tiles is excluded.
- Quality Level B designating of Zayo fiber optic facilities is excluded due to facility access restrictions. These facilities will be shown as QL-D. Survey of utility owner provided marks will be incorporated when present.
- Quality Level C field work, including MH measure downs, vault sizes, etc. will be completed by surveyors in conjunction with Triunity field engineering support. Traffic control by project surveyor.
- Ground Penetrating Radar is not included in this scope of work but is available at an additional cost.
- Assumed up to 10 test holes for base fee.
- Cleaning of manholes filled with water or debris is excluded.
- Confined space entry is not included as part of this scope and fee.
- Sanitary and Storm to be represented as Quality Level C; Quality Level B Sanitary Service locations are not included in this scope.
- Sewer services will be shown as QL-D if they are shown on existing maps and records.
- CCTV services to locate sanitary mains and services are excluded from this scope of work.
- Subsurface Utility Plans and Utility Coordination Plans will be combined into one deliverable.
- Traffic Control includes basic signage and MHTs. Excludes: lanes closures, flaggers, and any permitting fees.
- Engineered design of new/relocated utilities is not included.
- Electrical design is not included.
- Utility Specifications are not included as part of the 30% deliverables.
- Assume SUE/UC plans on 5 sheets plus General Notes, Utility Conflict Matrix, and Testhole Log (1" =40' scale).
- 3D modeling/3D pipe networks limited to crossing utilities based on assumed depths and test hole data.

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Industrial Tributary Trail
Triunity, Inc.
Fee Estimate: 7/20/23

TRIUNITY

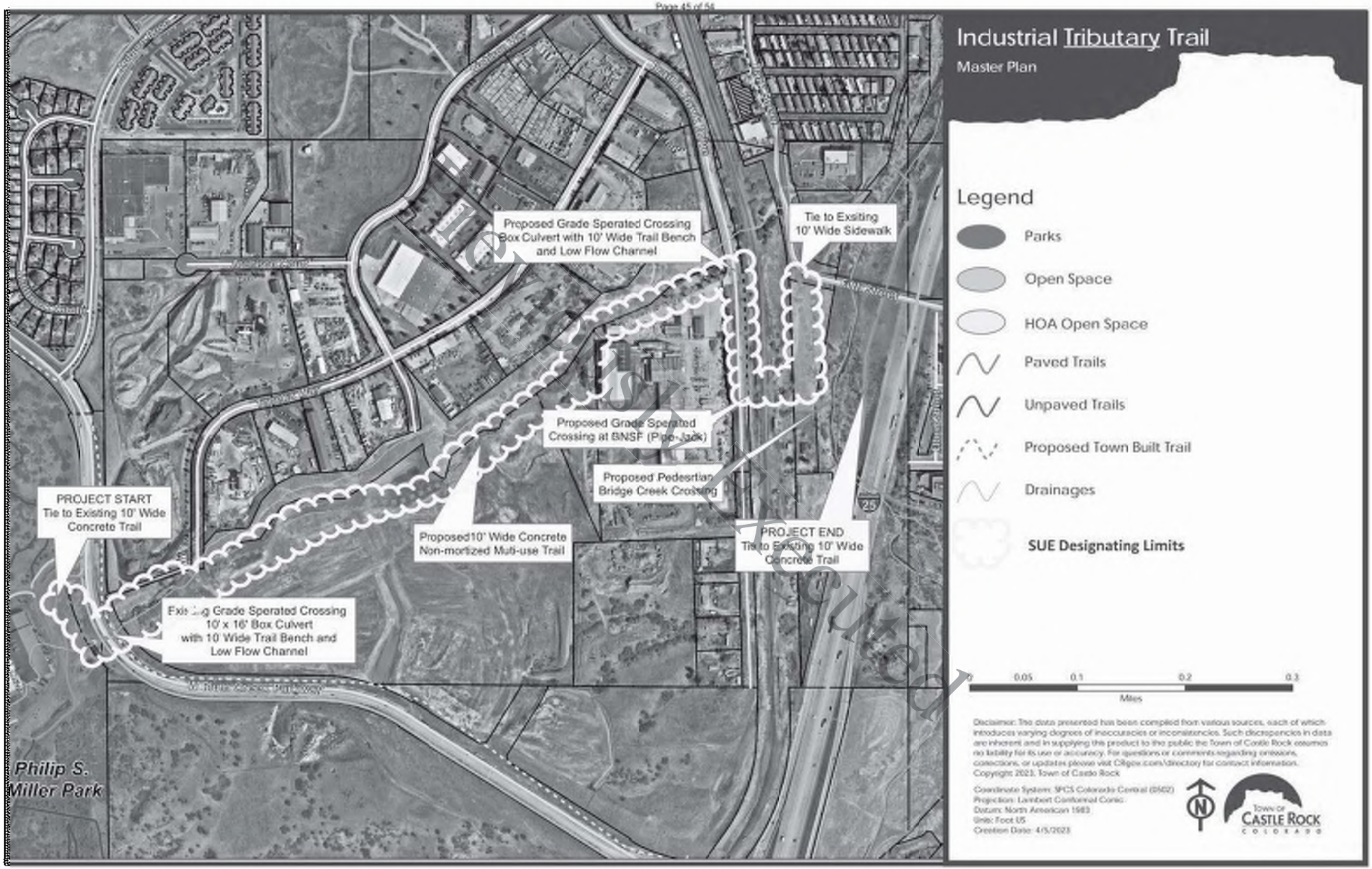
		Classification	Senior PM	Utility Coordinator Lead	PM III	Project Engineer	CAD Tech V	Admin Support	Subtotal Hours	Subtotal Cost
		Rate	$205.00	$188.00	$165.00	$125.00	$130.00	$100.00		
1	**Project Management & Coordination**	**Notes/Assumptions**								
1	Project Startup	File sharing, Project Setup, misc, subcontracts	2	2				2	6	$ 986.00
2	Kickoff Meeting	Assumes 1 2-hour meeting	2	2					4	$ 786.00
4	Project Coordination meetings	Up to 4 1-Hour Design Coordination meetings	4	4					8	$ 1,572.00
5	Contract Administration	Monthly progress reports and invoicing	2	2				2	6	$ 986.00
		Subtotal	**10**	**10**	**0**	**0**	**0**	**4**	**24**	**$ 4,330.00**
2	**Preliminary Engineering (FIR) - Subsurface Utility Engineering Plans**									
1	SUE Notification/Utility Map Collection/Review							8	8	$ 800.00
2	Utility Research and Review	Review available mapping, as-builts			2	2			4	$ 580.00
3	Utility Designating - Field Support/Coordination	Coordination and oversight of survey and designating crews, including documentation of QL-B Locates and Storm and Sewer Manhole investigations.			24	24			48	$ 6,960.00
4	SUE Report			2	8	4			14	$ 2,196.00
5	Quality Level B Base Map	Develop ASCE 38-22 SUE Base Map from Survey Data		1	4	8			13	$ 1,848.00
6	Prepare SUE Plans - FIR	Assumes 5 sheets plus General Notes, Utility Conflict Matrix, and Testhole Log	1	8		16			25	$ 3,709.00
7	Prepare Utility Conflict Matrix and Update	Assumes this is a live document and updates will be needed throughout the project.	1	4		8			13	$ 1,957.00
8	Preliminary Utility Quantities		1	4					5	$ 957.00
9	Utility Coordination Meetings	Assumes 2 hour meetings with each utility owner (up to 4), meeting agenda, and minutes		8					8	$ 1,504.00
10	Railroad/PUC Coordination Assistance	Assumes 2 1-hour meetings with BNSF and Site Diagnostic Meeting with PUC	6						6	$ 1,230.00
		Subtotal	**9**	**27**	**38**	**62**	**0**	**8**	**144**	**$ 21,741.00**
3	**Final Engineering (FOR) - Subsurface Utility Engineering Plans**									
1	QL-A Locate Plan	Development of a QL-A plan for layout by Survey		2	4				6	$ 1,036.00
2	Quality Level A Locates - Field Support/Coordination	Coordination and oversight of survey and QL-A utility test holes data collection activities		8	16				24	$ 4,144.00
3	Incorporate Pothole Data into Final SUE Plans	Incorporate Pothole Log, applicable notes, and base files into plan sheets			2	4			6	$ 830.00
4	Prepare Final SUE Plans - FOR	Assumes 5 sheets plus General Notes, Utility Conflict Matrix, and Testhole Log				16			25	$ 3,709.00
5	Final Utility Quantities			1					9	$ 1,709.00
6	Utility Specifications			1					9	$ 1,709.00
7	Utility Coordination Meetings	Assumes 2 1-hour meetings with each utility owner (up to 4), meeting agenda, and minutes		8					8	$ 1,504.00
8	Railroad/PUC Coordination Assistance	Assumes 4 1-hour meetings with BNSF and PUC Application (by others) review	10						10	$ 2,050.00
		Subtotal	**13**	**42**	**22**	**20**	**0**	**0**	**97**	**$ 16,691.00**
4	**Bid Package (PS&E) - Subsurface Utility Engineering Plans**									
1	Prepare Bid Package SUE Plans	Assumes 5 sheets plus General Notes, Utility Conflict Matrix, and Testhole Log	1	4		16			21	$ 2,957.00
2	Bid Package Utility Quantities		1	8					9	$ 1,709.00
3	Bid Package Utility Specifications		1	8					9	$ 1,709.00
4	Utility Coordination Meetings - Utility Clearance/Notification Agreements	Assumes 2 hour meetings with each utility owner (up to 4), meeting agenda, and minutes		8					8	$ 1,504.00
5	Railroad/PUC Coordination Assistance	General Coordination with BNSF for final approval	8						8	$ 1,640.00
		Subtotal	**11**	**28**	**0**	**16**	**0**	**0**	**55**	**$ 9,519.00**
		Total Labor Hours	**43**	**107**	**60**	**98**	**0**	**12**	**320**	
		Total Base Labor	**$ 8,815.00**	**$ 20,116.00**	**$ 9,900.00**	**$ 12,250.00**	**$ -**	**$ 1,200.00**		**$ 52,281.00**

99	**Vendor Services**	**Notes/Assumptions**	
99 1	QL-A Utility Test Holes	Assumes 10 Test Holes, Traffic Control, and Permitting	$ 12,000.00
99	Traffic Control (Designating)	Traffic Control Signage and MHTs	$ 2,000.00
99			
99			
99			
99			
	Vendor Services		
		Subtotal - Vendor Cost	**$ 14,000.00**

Total Base Scope Cost (including Vendors)	**$ 66,281.00**

Notes/Assumptions:
1 Survey of QL-A and QL-B utility data will be provided in AutoCAD or Microstation by the project surveyor with supporting survey data.
2 Quality Level C field work, including MH measure downs, vault sizes, OH wire heights, etc. will be completed by surveyors in conjunction with Triunity field engineering support. Traffic control by project surveyor.
3 Assume SUE plans on 5 sheets (40 scale) plus General Notes, Utility Conflict Matrix, and Testhole Log
4 Sanitary and Storm to be represented as Quality Level C; Quality Level B Sanitary Service locations are not included in this scope
5 The use of Ground Penetrating Radar is not anticipated as part of this scope but is available through our vendors if required
6 Engineered Design of utility relocations is not included
7 Utility Coordination Plans to be combined with SUE Plans
8 3D modeling/3D pipe networks limited to crossing utilities based on assumed depths and test hole data
9 Locating of septic systems and leach fields is not included in this scope
10 Locating of private electrical, sanitary, and water systems is not included in this scope
11 Designating of Abandoned or unknown utilities is excluded
12 Traffic Control includes basic signage and MHTs. Excludes lane closures and flaggers. Any permitting fees are not included in this estimate.

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File Exhibit Received

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Pinyon Environmental, Inc.
Corporate Headquarters
3222 South Vance Street, Suite 200, Lakewood, CO 80227
T: 303.980.5200 F: 303.980.0089
www.pinyon-env.com

Firm Bio

Since 1993, Pinyon Environmental, Inc. (Pinyon), has provided environmental consulting services to a wide variety of clients in both the private and public sectors. The company employs approximately 80 environmental professionals including Professional Engineers, biologists, National Environmental Policy Act (NEPA) specialists, planners, geologists, environmental scientists and technicians, historians, landscape architects, air and noise quality specialists, and industrial hygiene professionals.

Pinyon has built an environmental practice specializing in transportation—the firm understands the evolving needs related to environmental services throughout the transportation life cycle. Pinyon's experience on trail and roadway projects includes customized services in National Environmental Policy Act (NEPA)-compliant studies, technical assessments, mitigation planning, permitting, and environmental compliance during project delivery. A key advantage of Pinyon is that the firm employs technical experts across numerous disciplines that know the connections resources have under NEPA, as well as myriad other environmental rules and regulations. Pinyon has completed over 450 Categorical Exclusions per Colorado Department of Transportation (CDOT) protocols and has led or supported multiple Environmental Assessments (EAs), Environmental Impact Statements (EISs), and Planning and Environmental Linkages (PEL) Studies. Pinyon has served as an extension of staff in Region 1 since 2013, giving Pinyon extraordinary understanding of CDOT and FHWA processes and expectations. Headquartered in Lakewood, Colorado, Pinyon has worked collaboratively with the Town of Castle Rock on numerous projects and has tailored the scope to this project's specific needs.

Scope of Work

As federal funding is being utilized, National Environmental Policy Act (NEPA) study is required; the level of study required is anticipated to be a Categorical Exclusion (CatEx). For this project, Pinyon will support the project by completing technical studies for hazardous materials and cultural resources; the remaining environmental clearance items will be completed by others (i.e., Wilson and Company, internally by CDOT).

Details regarding Pinyon's estimated scope of work, assumptions, and deliverables are presented below. The following tasks and assumptions were developed using Pinyon's professional judgement, given the information presented in the RFP, and Pinyon's knowledge of the corridor and environmental context. This scope, and associated fee, should be considered preliminary and subject to final scoping with CDOT and Castle Rock. Further, additional revision and/or refinement may be necessary as design advancement and design decisions are made, particularly if design changes result in required revisions of deliverables or additional field studies.

Task	Scope of Work Summary	Deliverables
General Project Management	General project management, contract administration, invoicing, etc. Pinyon will attend up to one project meeting (i.e., kick-off, FIR, or FOR) virtually. Project duration is assumed to be 12 months.	Monthly invoices Progress reports
Project Resources that Pinyon will Provide		
Hazardous Materials	Pinyon will complete an Initial Site Assessment (ISA) Technical Report, which will include an agency database (i.e., ERIS) review. The database will be secured by Pinyon. The Study Area will be the project's limits of disturbance. Ideally, the design team will have identified the horizontal and vertical limits of disturbance, including all ROW and easement requirements. Pinyon will collect up to 5 paint samples for lead analysis for project components anticipated to be disturbed (e.g., signal poles, concrete).	ISA Lead Based Paint Samples and Results documented in ISA

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Task	Scope of Work Summary	Deliverables
	Depending on the substrate, Pinyon will evaluate the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure. No asbestos sampling, soil or water testing is anticipated at this time (if determined necessary, a change order would be required).	
Historic Resources	Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right of way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE. Preliminary review of the corridor indicates that several potentially eligible resources may be present including the Phillip S. Miller Park, Fifth Street and the Burlington Sante Fe (BNSF) Railroad. Pinyon assumes up to three resources will need to be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and historic Section 4(f) *de minimis* form(s). Assumptions: • Any Right of Entry will be coordinated and provided by the Wilson/CDOT. • This scope assumes a Section 106 determination of *no adverse effect*; should the project result in a determination of *adverse effect*, this scope will need to be revisited and additional fee will be required. • Should more than three resources for historic survey be identified, this scope will need to be revisited. • There will be two virtual coordination meetings with CDOT, the first on the APE and a second on the determinations.	APE Map Up to 3 Management Data/Linear Component Forms Eligibility and Effects Letter Up to 1 Section 4(f) De Minimis Form
Archaeology Resources	Pinyon will conduct a Class III cultural resources inventory within the approximately 15-acre established Area of Potential Effects (APE or inventory area). Prior to conducting fieldwork a file search will be conducted of the inventory area and a surrounding one-half-mile buffer area for previously documented historic and archaeological resources. The file search will include, at a minimum, a search of the Colorado OAHP COMPASS database, the National Register of Historic Places (NRHP), general land office plats, historic USGS topographic maps, and aerial and topographic maps. A permitted archaeologist will complete a Class III pedestrian survey of the inventory area to identify and document cultural resources. No cultural resources are anticipated within the project APE that will require documentation. The results of the Class III inventory will be documented to agency and Colorado OAHP reporting standards and guidelines using appropriate reports and forms as necessary.	Limited Resource Report

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Task	Scope of Work Summary	Deliverables
	Assumptions: • Any Right of Entry will be coordinated and provided by the Wilson/CDOT. • Class III inventory of no more than 15 acres. • Agency oversite will be limited to CDOT and Colorado OAHP. • Ground surface visibility requiring snow-free conditions. • No cultural resources requiring documentation will be identified. If cultural resources are identified, they will require documentation, and this scope will need to be revisited and additional fee will be required.	

Assumptions: Wilson will provide up to a scoping level of plans (e.g., 15% that encompasses the maximum project disturbance footprint) as well as a geospatially referenced file (i.e., Google Earth, shapefile, AutoCAD) of the study area so that Pinyon, Wilson, Castle Rock and CDOT can agree on the study area boundaries prior to any field work being completed. It is assumed that Pinyon will follow CDOT processes unless otherwise noted. Some deliverables are design dependent as an impact evaluation is required and may not be available until or after design plans have been significantly advanced. Pinyon assumes that each deliverable will have two rounds of review/revision/comment: the first by the Castle Rock and second by CDOT. After field work is completed, Pinyon will provide geospatial data of the relevant features to CLIENT for confirmation that all areas of impact are within the study area and ultimately for impact assessment.

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Table 1. Summary of Estimated Costs

Project Management				
Description	**Quantity**	**Unit**	**Rate**	**Extension**
Labor Rates				
Project Controller	1.0	hour	$116.00	$116.00
Field Specialist / Project Assistant	12.0	hours	$102.00	$1,224.00
Project Manager I	10.0	hours	$187.00	$1,870.00
			Task Subtotal	***$3,210.00***
Hazardous Materials				
Description	**Quantity**	**Unit**	**Rate**	**Extension**
Labor Rates				
Field Engineer/ Scientist I	20.0	hours	$118.00	$2,360.00
CAD/GIS Specialist I	2.0	hours	$133.00	$266.00
Scientist II	2.0	hours	$177.00	$354.00
Scientist III	1.0	hour	$222.00	$222.00
Equipment/Material Unit Rates				
Truck/Van Mileage	75.0	miles	$0.66	$49.13
Agency Database Report	1.0	each	350.0	$350.00
Laboratory Rates				
LBP FAA I Week TAT (EMSL)	5.0	samples	$10.67	$53.35
			Task Subtotal	***$3,654.48***
Historic Resources				
Description	**Quantity**	**Unit**	**Rate**	**Extension**
Labor Rates				
Cultural Field Specialist I	8.0	hours	$102.00	$816.00
Cultural Resource Specialist	30.0	hours	$110.00	$3,300.00
Cultural Resource Specialist II	10.0	hours	$139.00	$1,390.00
CAD/GIS Specialist I	6.0	hours	$133.00	$798.00
Equipment/Material Unit Rates				
COMPASS Database	1.0	each	200.0	$200.00
Truck/Van Mileage	75.0	miles	$0.66	$49.13
			Task Subtotal	***$6,553.13***

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Archaeological Resources				
Description	**Quantity**	**Unit**	**Rate**	**Extension**
Labor Rates				
Archaeology Technician	6.0	hours	$65.00	$390.00
Cultural Field Specialist	12.0	hours	$97.00	$1,164.00
Cultural Resource Specialist III	2.0	hours	$173.00	$346.00
CAD/GIS Specialist I	4.0	hours	$133.00	$532.00
Equipment/Material Unit Rates				
COMPASS Database	1.0	each	$200.00	$200.00
Truck/Van Mileage	75.0	miles	$0.66	$49.13
			Task Subtotal	***$2,681.13***
			Project Total	**$16,098.73**

Previously Executed

Fox Tuttle Transportation Group - Professional Services Fee Estimate

Castle Rock - Industrial Tributary Trail

July 28, 2023

		Staff Hours and Fees						
		Fox Tuttle Transportation						
Task	Description	Principal II	Principal I - Alicia Zimmerman	Transportation Engineer II	Transportation Planner I	Administrative	Direct Costs	Task Subtotal
		$ 220	$ 200	$ 170	$ 120	$ 90		
	Project Management							
	Correspondence and Monthly Invoicing		12					$ 2,400
	Meetings							$ -
	Kickoff Meeting (1)		2					$ 400
	Project Coordination Meetings (6 total assumed during concept development and preliminary design)		12					$ 2,400
	Public Outreach Support (2 meetings)		40					$ 8,000
								$ -
	Conceptual Design Development							
	Preliminary Trail Design: geometric design support, multimodal connection details, signing and marking support		36					$ 7,200
	Design Support		18					$ 3,600
								$ -
	Staff Total - Hours	0	120	0	0	0		TOTAL FEE
	Staff Fee by Firm		$24,000				$0	$ 24,000

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EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE

Previously Executed

Docusign Envelope ID: 46CCA4A3-FDAE-4A80-89EA-EA4ACF3C5453

ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY) 5/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Fire Insurance Company	19682
INSURED: 1311321 WILSON & CO., INC. 4401 MASTHEAD STREET NE SUITE 150 ALBUQUERQUE NM 87109	INSURER B: Hartford Insurance Co of the Southeast	38261
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19171470 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	Y	N	37 UEN OL5692	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37 WE OL6335C	6/1/2023	6/1/2024	X STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NUMBER: RFQ NO. 2023-12 PROJECT NAME: ON-CALL PROFESSIONAL SERVICES. THE TOWN OF CASTLE ROCK IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

19171470
TOWN OF CASTLE ROCK
4175 CASTLETON CT.
CASTLE ROCK CO 80109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

Previously Executed

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EXHIBIT 3

TOWN OF CASTLE ROCK
AFFIDAVIT OF INDEPENDENT CONSULTANT STATUS

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS** ("Entity") represents and warrants that it is the Entity's express intention to be employed as an independent Consultant of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement, to include all employees and agents of the above-named entity. Entity understands and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require Entity work exclusively for the Town, except that Entity may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- Entity is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide Entity with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.
- The Town does not pay Entity personally but rather makes checks payable to the trade or business name of the Entity, who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- Entity understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent Consultant relationship with the Town.
- **ENTITY UNDERSTANDS THAT NEITHER ENTITY NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN. THE**

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CON-2024-0646

FIRST AMENDMENT TO TOWN OF CASTLE ROCK EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (Design Services for Industrial Tributary Trail)

DATE: 12/17/2024 | 4:28 PM MST.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation, 990 South Broadway, Suite 220, Denver, Colorado 80209 ("Consultant").

RECITALS:

I. The Town and Consultant are parties to the Town of Castle Rock Equipment and Services Acquisition Agreement (Design Services for Industrial Tributary Trail) dated October 3, 2023 (the "Agreement"), attached as ***Exhibit A-1.***

II. The Parties desire to amend the Agreement to extend the Term of the Agreement. The Parties agree that there are no other changes being made to the Agreement in this First Amendment, including but not limited to Section 2 "Payment."

III. The Town and Consultant wish to memorialize this change in this First Amendment to the Agreement ("First Amendment").

TERMS:

1. **Amendment.** Section 3 of the Agreement is amended to read as follows:

"3. **Term/Completion.** The Parties agree to extend the term of this Agreement by one (1) year, with an expiration date of **December 31, 2025** (the "Term") under the same terms and conditions of the Agreement, unless otherwise amended. The Parties may mutually agree to extend the Term of this Agreement for one (1) additional one-year term under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement in the same or similar locality (the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to quality of performance of professional services."

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2. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as ***Exhibit B-1***.

3. **Ratification**. In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:
EXHIBIT A-1 – AGREEMENT
EXHIBIT B-1 – CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

David Corliss, Town Manager

Approved as to form:

Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Jeff Brauer, Director of Parks & Recreation

CONSULTANT: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

By: Scott Waterman Digitally signed by Scott Waterman DN: cn=Scott Waterman, o=Wilson & Company, Inc., Engineers & Architects, ou, email=scott.waterman@wilsonco.com, c=US Date: 2024.12.17 10:57:55 -07'00'
(Signature)

Scott Waterman
(Print Name)

Its: Senior Vice President
(Title)

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EXHIBIT A-1

AGREEMENT

(Removed from Second Amendment for brevity)

Previously Executed

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EXHIBIT B-1

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

Previously Executed

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 5/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 4011 WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 990 SOUTH BROADWAY, SUITE 220 DENVER CO 80209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Valley Forge Insurance Company — 20508 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** American Casualty Company of Reading, PA — 20427 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 14018921 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	7091833236	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	7091833222	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	7091833186 7091833205	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 23-100-042-00 PLUM CREEK PARKWAY AT SELLERS GULCH BRIDGE CULVERT DESIGN ENGINEERING AND CONSTRUCTION PHASE SERVICES. TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT.

Previously Executed

CERTIFICATE HOLDER

14018921
TOWN OF CASTLE ROCK
100 N. WILCOX STREET
CASTLE ROCK CO 80104

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA	**CNA PARAMOUNT** **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or
2. A higher limit of insurance than what you are required to provide by the **written contract**. Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

Previously Executed

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

Previously Executed

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CNA	CNA PARAMOUNT **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

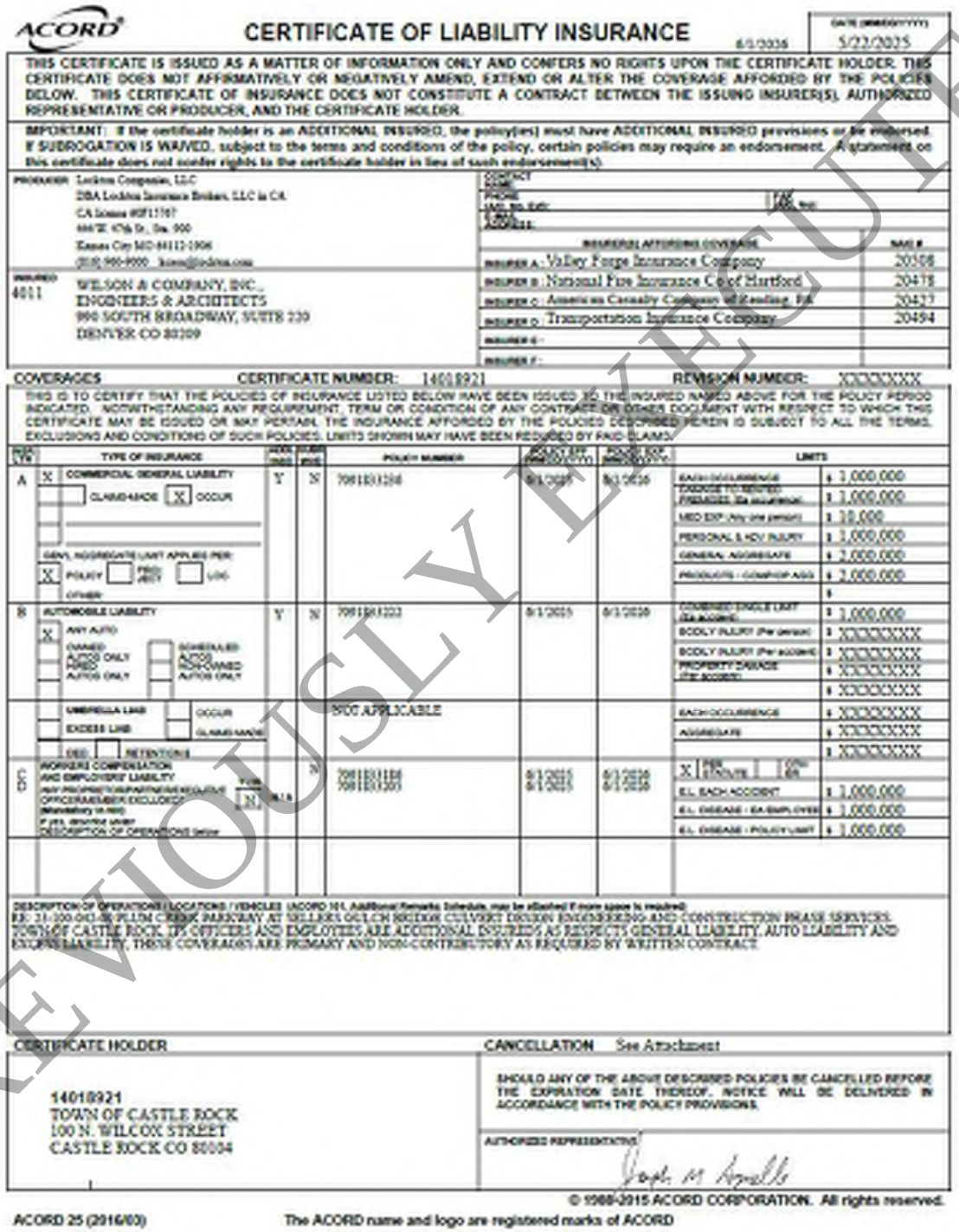
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EXHIBIT B-2

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F11767
444 W. 47th St., Ste. 900
Kansas City MO 64112-1906
(816) 960-9000 kcmo@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Valley Forge Insurance Company — 20508
INSURER B: National Fire Insurance Co of Hartford — 20478
INSURER C: American Casualty Company of Reading, PA — 20427
INSURER D: Transportation Insurance Company — 20494
INSURER E:
INSURER F:

INSURED
4011
WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS
990 SOUTH BROADWAY, SUITE 220
DENVER CO 80209

COVERAGES — CERTIFICATE NUMBER: 14018921 — REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	7081B01268	8/1/2025	8/1/2026	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	7081B01222	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ XXXXXXX BODILY INJURY (Per accident) $ XXXXXXX PROPERTY DAMAGE (Per accident) $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			9100 APPLICABLE			EACH OCCURRENCE $ XXXXXXX AGGREGATE $ XXXXXXX $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / N/A		7081B01188 7081B01205	8/1/2025 8/1/2025	8/1/2026 8/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 31-300-043-06 PLUM CREEK PARKWAY AT WILCOX GULCH REGION CULVERT EROSION ENGINEERING AND CONSTRUCTION PHASE SERVICES.
TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14018921
TOWN OF CASTLE ROCK
100 N. WILCOX STREET
CASTLE ROCK CO 80104

CANCELLATION — See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CON-2025-0654

TOWN OF CASTLE ROCK COLORADO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F11767
8666 E. 47th St., Ste. 900
Kansas City MO 64133-1906
(816) 960-9000 kcmo@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance Company — 22276
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
1048825 WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS
990 SOUTH BROADWAY, SUITE 230
DENVER CO 80209

COVERAGES — CERTIFICATE NUMBER: 21213910 — REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE $ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) $ XXXXXXXX MED EXP (Any one person) $ XXXXXXXX PERSONAL & ADV INJURY $ XXXXXXXX GENERAL AGGREGATE $ XXXXXXXX PRODUCTS - COMP/OP AGG $ XXXXXXXX $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) $ XXXXXXXX BODILY INJURY (Per person) $ XXXXXXXX BODILY INJURY (Per accident) $ XXXXXXXX PROPERTY DAMAGE (Per accident) $ XXXXXXXX $ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE $ XXXXXXXX AGGREGATE $ XXXXXXXX $ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT $ XXXXXXXX E.L. DISEASE - EA EMPLOYEE $ XXXXXXXX E.L. DISEASE - POLICY LIMIT $ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	P-EPP-305301-00	6/1/2025	6/1/2026	$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 21-100-043-00 PLUM CREEK PARKWAY AT SELLERS GULCH BRIDGE CULVERT DESIGN ENGINEERING & CONSTRUCTION PHASE SERVICES.

CERTIFICATE HOLDER

21213910
TOWN OF CASTLE ROCK
100 N. WILCOX STREET
CASTLE ROCK CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnolls

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EXHIBIT B-3

UPDATED SCOPE OF SERVICES AND FEE SCHEDULE

Consultant has identified numerous changes to the scope of Services. The following defines the scope changes and corresponding fee changes associated with each task or subconsultant effort. Consultant shall be solely responsible for payment to any subconsultant. Efforts to complete design are to the bid plan level.

Task 1 – Project Management **Added Fee $27,192.00**

This scope is to coordinate with Town, stakeholders such as CDOT and BNSF, and the Consultant design team as well as invoicing. The original fee of $91,505 was intended for a project duration of one year. Additional bi-weekly meetings with Brickyard development were also held. The cost incurred for over 2 years of project management to date is $102,498. We estimate that completing the design will require 20 hours per month for 3 months totaling $16,200.

Task 1 – Permits **Added Fee $7,018.00**

This scope item was to obtain right of entry from the BNSF for field data activities and costs associated with permitting the project, notably the East Plum Creek LOMR review costs. An initial budget of $11,135 was established with no mark-up. With the change to utilize the existing BNSF drainage culvert that carries the Industrial Tributary drainage for the trail use, an additional right of entry was required to collect data on the tunnel and evaluate its structural integrity. The work planned to occur in the Industrial Tributary floodplain triggered a LOMR. The cost incurred to date for these permitting efforts is $18,153. We expect no more permitting costs.

Task 2 – Roadway/Civil Design **Added Fee $14,040.00**

This scope item is for civil design associated with the trail as well as coordinating the design of the team and packaging the plans for reviews. The change to utilize the BNSF tunnel required an alignment shift both vertically and horizontally. The BNSF tunnel sits at a lower elevation than the planned new tunnel, requiring the trail to be lowered, causing added grading and retaining walls to be designed adjacent to Park St and to keep 10-yr flows out of the BNSF tunnel. Added coordination and design modifications to connect the Brickyard culvert to the BNSF tunnel at an acceptable grade. The original fee was $169,600 with a cost to date of $170,140. We estimate that completing the design will require 90 hours totaling $13,500.

Task 3 & 4 – Structures Design **Unused Fee $97,983.00**

This scope item was originally intended for the design of a pedestrian bridge over East Plum Creek and a pedestrian box culvert under Prairie Hawk Drive.

East Plum Creek Crossing - Initial concept efforts were completed to evaluate options and bridge type alternatives for crossing over the creek. Ultimately it was determined that grades to clear the 100-yr flood elevation would be steep and the length of the structure prohibitively costly, with the Town directing to change the crossing to a low water culvert crossing. This change in scope would be substantially less costly to design and construct but added the design of a multi-cell box culvert and wingwalls, which were included in the 30% and 90% design.

Prairie Hawk Drive Pedestrian Box Culvert – This structure to allow the trail to pass under Prairie Hawk Drive was carried to the 30% level. This structure was to be immediately west of a 10-ft diameter culvert that was designed for tunnelling under the BNSF track. With the timing of the Brickyard development design running on a parallel path, it became necessary to coordinate on walls to keep Industrial Tributary flows out of the pedestrian path, as well as coordinate how the pedestrian culvert headwall would be integrated with the Brickyard Industrial Tributary culvert to the north. The project at 30% was deemed too costly, primarily due to the costs of the tunnelling under the railroad. Parties agree to utilize the BNSF Tunnel that conveys the Industrial Tributary storm flows for the trail and to collaborate with Brickyard on using their Tributary structure for the trail. The BNSF accepted this concept, requiring that the trail be kept free of Tributary drainage up to the 10-yr storm event and that the Town would take responsibility/ownership of the BNSF Tunnel.

Evaluation of the structural integrity of the BNSF Tunnel and a report documenting findings and recommendations was provided as an additional scope item. In order to keep the 10-yr storm flows from entering the BNSF and new Brickyard culvert, an added 72-inch pipe was required under both Prairie Hawk and BNSF. Associated with that was a new manhole structure to connect the BNSF and Prairie Hawk pipes as well as a down stream flood wall to keep the 10-yr flows from getting onto the trail.

The original structural design fee was $267,470 with a cost to date of $149,487. We estimate that to complete the design will require an additional $20,000.

Task 5 – Environmental **Added Fee $76,712.00**

This scope item was originally intended for a Categorical Exclusion level environmental review including biological documentation, aquatic resource review, Section 404 coordination and routine agency coordination. Preble's Mouse Habitat was not identified by Town in the RFQ for the project and was not included in the original fee estimate. As the project advanced, the regulatory requirements expanded requiring investigation and documentation not anticipated, including modifications to the Biological Assessment, a Biological Assessment Addendum that included pre-construction survey, SB-40 documentation and a Visual Impact Analysis all associated with impacts in the East Plum Creek corridor. The elimination of the pedestrian bridge brought more impacted habitat into the project as well as impacts within the creek. This required significant added coordination with Town, Colorado Parks and Wildlife, and CDOT, as well as scoping and subconsultant coordination for creek and PMJM habitat revegetation.

With the changes to put the trail in the Industrial Tributary, it was necessary to expand these evaluations to that corridor and Consultant was also asked to complete work associated with the Brickyard design so that Section 404 permitting could be addressed comprehensively. The original environmental fee was $46,730 with a cost to date of $108,187. Consultant estimates that completing the environmental permitting and clearance process, which may include a CDOT request for a Wetlands Finding Report, will require an additional $15,000.

Task 6 – Drainage **Added Fee $186,854.00**

This scope item was originally to complete hydraulic analysis to determine the appropriate low chord elevation of a pedestrian bridge over East Plum Creek and document any associated impacts with FEMA through the LOMR process. Other minor trail-related drainage facilities were also contemplated. Evaluation of drainage and conveyance of the area between the BNSF track embankment and Prairie Hawk and a drainage solution were also included. No impacts to the Industrial Tributary Zone A floodplain were assumed

East Plum Creek Crossing - The change to eliminate the pedestrian bridge required much more extensive analysis of East Plum Creek to determine the required conveyance structure to allow for a low water crossing structure. Added channel improvements were also necessary and had to be coordinated with the environmental staff, resulting in detailed grading and erosion protection schemes to preserve PMJM sustainability. A CLOMR was developed and submitted with four rounds of FEMA comments. An additional post project LOMR will need to be done as well to document the floodplain changes.

Industrial Tributary - The change to utilizing the BNSF tunnel resulted in a number of hydraulic analysis evaluations and extensive coordination with Brickyard designers. Town felt the effective hydrology was old and not agreed upon and therefore a flood plain modification study was also required, which required evaluation of upstream development plans and improvements upstream to the Philip S. Miller regional park. The more recent WaterVation SWMM model with included detention at the Philip S. Miller regional park was updated to incorporate proposed planned detention was developed and shared with Brickyard designers to inform their design of the upstream floodwall. Brickyard designers made random changes to models that had to be reworked to meet our project needs.

Consultant design team had to determine the 10-yr flows that needed to be kept out of the Brickyard Prairie Hawk and BNSF culverts and then design a separate 72-in structure. This changed flow paths downstream of BNSF and required more grading. Added conveyance for nuisance flows was designed downstream of the BNSF structure as well as defining the height of the adjacent flood separator wall. The design was iterated with a variety of 1D and 2D models to prove a no-rise designation. Due to the elevation of the BNSF tunnel and the proposed trail and the proposed channel grading downstream of BNSF needing to be lower than the trail, the drop in water surface elevation is outside of the CWCB no-rise designation which will require a post project LOMR to document the changes on the FEMA designated Zone A floodplain. Added coordination on Brickyard design for flows to access the manhole on the 72-in pipe system were also required.

The original drainage design fee was $142,190 with a cost to date of $ $305,044. We estimate that to complete the design will require an additional $24,000.

Task 7 – Survey **Added Fee $7,910.00**

This scope item was originally to complete topographic design survey, delineate existing ROW and develop ROW plans with descriptions for any acquisitions. This task also included obtaining right of entry permits from BNSF to be used by Consultant design team for data collection.

Added scope for this effort included incorporating Brickyard needed easements into legal descriptions and exhibits for use by Town in completing the Construction and Maintenance Agreement with BNSF. The change to the BNSF tunnel alignment required an additional effort to obtain a second right of entry permit. The original survey fee was $46,978 with a cost to date of $54,888. At this time, no added effort is anticipated but should a need for additional Services under Task 7 - Survey be identified; prior written approval by Town is required.

Task 8 – Subconsultants **Added Fee $49,904.00**

The following defines the scope changes and corresponding fee changes associated with each subconsultant effort.

Pinyon Environmental **Added Fee $0.00**

This scope item was to support the project with cultural and hazardous materials environmental evaluations and documentation. The original fee for this was $16,098 and the cost to date is $16,098. No additional effort is anticipated.

Fox Tuttle **Unused Fee $17,100.00**

This scope item was to support the project with trail design expertise. The original fee for this was $24,000 and the cost to date is $6,900. No additional effort is anticipated.

Triunity **Added Fee $13,742.00**

This scope item was to support the project with Subsurface Utility Engineering, Utility Company Coordination, and Railroad/PUC coordination and agreements. A second field diagnostic meeting with PUC was required due to the change to the BNSF tunnel. Added support in drafting the PUC application was also provided. Added meetings associated with the longer project duration have resulted in added costs. The original fee for this was $69,311 and the cost to date is $81,053. It is estimated that the cost to complete final bid documents is $2,000.

Lithos **Added Fee $53,262.00**

This scope item was to support the project with geotechnical investigations and design of the pedestrian tunnel under the railroad. With the change to the BNSF tunnel after 30%, a new design for the 72-in pipe was added. This also required the added scope to design a soil nail wall due to the lowered trail alignment to access the BNSF tunnel. Added meetings associated with the longer project duration have resulted in added costs. The original fee for this was $98,776 and the cost to date is $98,358. It is estimated that the cost to complete final bid documents is $53,680.

Task 9 – Additional Services

The following scope items were originally included as potentially needed services that would be determined through the course of the design process.

Tunnel Under Prairie Hawk **Unused Fee $8,008.00**

This scope item was to extend the tunnel under the BNSF to go under Prairie Hawk Drive. It was ultimately deemed too expensive.

Pipe Video Inspections **Unused Fee $3,000.00**

This scope item was to evaluate existing pipes that might be used for drainage conveyance.

Floodplain Revegetation Design **Added Fee $2,598.00**

This scope item was to design stream revegetation plans associated with disturbances anticipated for the construction of the pedestrian bridge over East Plum Creek. With the more significant disturbance to the creek channel and the PMJM habitat this effort will be needed. Consultant has contracted with Valerian and Pinyon to perform the work. The original budget estimated for this was $30,000. Valerian has submitted a fee of $23,845 and Pinyon's fee is $8,753.

LOMR Support **Unused Fee $64,320.00**

This scope item was to support the Town with obtaining final approvals through FEMA, post construction, for the LOMR developed for East Plum Creek. Due to the need for a LOMR for Industrial Tributary, LOMR support will be needed for it as well. The original budget estimated for this was $64,320. *This will be deferred to a design services during construction task order.*

Summary

The following fee schedule summarizes the budgets written above needed to offset out of scope work that has been performed as well as efforts to complete the project to bid level.

Task 1 – Project Management	$27,193.00
Task 1 – Permits	$7,018.00
Task 2 – Roadway/Civil	$14,040.00
Task 3/4 – Structures	($97,983.00)
Task 5 – Environmental	$76,712.00
Task 6 – Drainage	$186,854.00
Task 7 – Survey	$7,910.00
Task 8 – Subconsultants	$49,904.00
Task 9 – Additional Services	
Tunnel Under Prairie Hawk	($8,008.00)
Pipe Video Inspections	($3,000.00)
Floodplain Revegetation Design	$2,598.00
Post LOMR Support	($64,320.00)
Total	$198,918.00

Bidding and design support during construction services are not included in this.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 16. **File #:** ORD 2026-013

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
Roy Gallea, P.E., Engineering Manager
Josh Hansen, P.E., Project Manager Supervisor
Erin Evans, P.E., Project Manager

Ordinance Authorizing the Exercise of the Town's Powers of Eminent Domain to Acquire Certain Real Property Interests Necessary for the Highway 85 Wastewater Collection and Treatment System Project *[Located in Sedalia, CO]* (First Reading)

Executive Summary

Castle Rock Water (CRW) is seeking Town Council adoption of an Ordinance (*Attachment A*) authorizing the exercise of the Town's power of eminent domain, if necessary, for the Sedalia Lift Station and Force Main to Plum Creek Water Reclamation Authority (PCWRA) Project.

The Sedalia Lift Station and Force Main project is to design and build the main wastewater conveyance line to PCWRA for the town of Sedalia and the surrounding area as shown in ***Attachment B***. Sewer trunk lines and connections to residents and businesses will need to be constructed through system development fees to take full advantage of this project. However, the first phase of providing these services includes a lift station and force main pipeline.

The proposed pipeline is approximately 4 miles in length and crosses 9 properties, including Town Right-of-Way. A land acquisition consultant, Western States Land Services (Western States), was retained to assist with property owner coordination and conduct good-faith negotiations to acquire the necessary easements. Staff and Western States have completed numerous onsite meetings and phone conversations with property owners to discuss potential project impacts and gather feedback regarding specific property owner concerns. Notice of Intent letters have been sent to all property owners, one acquisition is completed, and several others are in the final negotiation stages.

The project construction is starting in April 2026 with a deadline of December 31, 2026, to spend down American Rescue Plan Act funds that comprise the majority of project funding. Additionally, CRW has invested in this project to provide up to $5.8 million to close the funding gap for the total project cost of $19.8 million. Therefore, time is of the essence to complete the acquisition process.

Given project schedule and experience on other projects, Staff requests approval for the use of eminent domain, if necessary, to facilitate easement acquisition on the remainder of the properties to avoid unnecessary project delays.

Budget Impact

The current project budget estimate is $19,784,296.46 million. A total of $14,000,000 of funding for this project is being paid for by Federal American Rescue Plan Act funds granted to Douglas County. CRW plans to collect the additional $984,296.46 needed for the project through system development fees along with the $4.8M that was previously approved. The project is being administered by CRW and a 1% Project Management fee of up to $140,000 is included for the management of the project. The request for this ordinance does not have a direct budget impact, but project delays that could result from the inability to acquire needed easements in a timely manner could result in an increasing project cost.

The current estimated projected costs are:

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	$ 458,600.00		$ 458,600.00
Temporary Easements	$ 342,640.00		$ 342,640.00
Lift Station Land Purchase	$ 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

As per the IGA with Douglas County, expenses to be reimbursed to CRW from the escrow account will be processed through GL Account # 213-4575-445.79-33 - 85 Regional Wastewater, project number 250024.

Staff Recommendation

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

Proposed Motion

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

Alternative Motions

“I move to approve the ordinance as introduced by title, with the following conditions: (list conditions).

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

Attachments

Staff Report
Attachment A: Ordinance
Attachment B: Easement Acquisition Map

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
Roy Gallea, P.E., Engineering Manager
Josh Hansen, P.E., Project Manager Supervisor
Erin Evans, P.E., Project Manager

Title: **Ordinance Authorizing the Exercise of the Town's Powers of Eminent Domain to Acquire Certain Real Property Interests Necessary for the Highway 85 Wastewater Collection and Treatment System Project** *[Located in Sedalia, CO]* CRW Project Number 250024)

Executive Summary

Castle Rock Water (CRW) is seeking Town Council adoption of an Ordinance (*Attachment A*) authorizing the exercise of the Town's power of eminent domain, if necessary, for the Sedalia Lift Station and Force Main to Plum Creek Water Reclamation Authority (PCWRA) Project.

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The proposed pipeline is approximately 4 miles in length and crosses 9 properties, including Town Right-of-Way. The majority of the force main alignment overlaps the Town's Raw Water Return Pipeline and Dominion's Eastern Regional Pipeline easement boundaries to minimize impacting additional usable space on each property. During design, the team also worked to keep the new pipeline alignment in proximity to existing utility crossing locations and corridors that cannot be developed and along existing property boundaries. A land acquisition consultant, Western States Land Services (Western States), was retained to assist with property owner coordination and conduct good-faith negotiations to acquire the necessary easements. Staff and Western States have completed numerous onsite meetings and phone conversations with property owners to discuss potential project impacts and gather feedback regarding specific property owner concerns. Notice of Intent letters have been sent to all

property owners, one acquisition is completed, and several others are in the final negotiation stages.

The project construction is starting in April 2026 with a deadline of December 31, 2026 to spend down American Rescue Plan Act funds that comprise the majority of project funding. Additionally, CRW has invested in this project to provide up to $5.8 million to close the funding gap for the total project cost of $19.8 million. Therefore, time is of the essence to complete the acquisition process. Given project schedule and experience on other projects, Staff requests approval for the use of eminent domain, if necessary, to facilitate easement acquisition on the remainder of the properties to avoid unnecessary project delays.

Notification and Outreach Efforts

In order to obtain right of entry agreements to complete survey and geotechnical investigations in the pipeline corridor, staff have conducted numerous meetings and discussions with individual property owners.

Notice of Intent to Acquire letters were sent to all affected property owners in October 2025.

The Town has completed the Location and Extent permitting process with Douglas County which also notified and solicited additional information from surrounding property owners.

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 also posted information on its web page, mailed notification post cards in January and April 2026 to surrounding residents and project stakeholders, and hosted an open house for all surrounding residents and stakeholders in February 2026.

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

Town Council approved the Amended and Restated IGA with Douglas County for the Highway 85 Wastewater Collection and Treatment System on July 2, 2024, Per the IGA, Douglas County fully funded an Escrow Account of $14,000,000 in American Rescue Plan Act (ARPA) funds for CRW to withdraw payment to contractors for the project based upon the submitted invoices to Douglas County and their subsequent approval.

CRW staff presented this Douglas County IGA to the Castle Rock Water Commission at their meeting held in November, 2024, and the Castle Rock Water Commission voted to recommend Town Council approval of the Resolution as presented.

On January 7, 2025 Town Council approved the Progressive Design-Build Agreement with S.J. Louis Construction, Inc. for the Sedalia Lift Station and Force Main to PCWRA Project.

In August, 2025 Douglas County and the Town 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%.

A second amendment to the IGA with Douglas County and the Town was approved on January 20, 2026 adjusting the project funding amount to $19.8 million, with CRW funding the projected shortfall of up to a maximum of $5.8 million.

On December 16, 2025 Town Council approved the Second Amendment to the agreement with S.J. Louis to finalize the Guaranteed Maximum Price for the construction phase of the project.

Discussion

The Sedalia Lift Station and Force Main to PCWRA Project will benefit Sedalia residents and businesses by eliminating the need for onsite septic systems for their respective residential and facility wastewater treatment. The reduction of onsite wastewater treatment systems along the East Plum Creek corridor will assist in improving the water quality of East Plum Creek and Plum Creek, a water supply source for the Town of Castle Rock. The project is funded, in part, by the American Rescue Plan Act (ARPA) through Douglas County with CRW acting as the Project Manager for the project and eventually operating and owning the system for the benefit of the community. ARPA funding is required to be expended by December 31, 2026. The current key stakeholders planning to discharge into the lift station for conveyance to PCWRA are the Douglas County School District, Douglas County Public Works, CORE, Sedalia Water and Sanitation District water customers, and current developers with development proposals in process with Douglas County.

The project is to design and build the main wastewater conveyance line for the Town of Sedalia, Colorado and the surrounding area**.** Design is complete, final permits are being obtained and construction is planned to start in April 2026 in order to maintain the ARPA funding deadlines. The 12-inch diameter high density polyethylene (HDPE) force main alignment and lift station location has been determined. The force main runs from Sedalia to PCRWA paralleling Highway 85 and Burlington Northern Santa Fe (BNSF) and Union Pacific Railroad (UPRR) railroads.

In December 2024, the Town retained a consultant, Western States Land Services (Western States), to assist with obtaining right of entry agreements needed to complete the corridor survey and to assist with acquiring temporary and permanent pipeline easements needed from property owners.

The project has identified 11 permanent easements, 15 temporary construction easements, and one parcel purchase from 8 property owners required for construction of the project. Other portions of the pipeline are in properties owned by the Colorado Department of Transportation and BNSF Railroad and will require different types of agreements and permits. In general, the Town is seeking 20-foot-wide permanent pipeline easements and up to 50-foot-wide additional temporary construction easements from property owners. The 2.5-acre lift station parcel will be purchased. Legal descriptions, exhibits, draft easement and purchase documents, and valuations or appraisals have been prepared for each parcel as needed. The Town has made initial offers to all property owners based on these values.

The Town has been making every effort to negotiate with the property owners on a voluntary basis by means of communicating the need and benefit of the project and offering fair and equitable compensation. With the assistance of its acquisition agent, Western States, the Town has executed easements with PCWRA and is currently in negotiations with the rest of the property owners. A temporary license has been executed with Ice Tong Land & Cattle Company to allow construction to begin on the property, and negotiation efforts to finalize all easements and purchase documents are almost complete. Agreements are near final with CORE electric as well. The remaining properties are in progress.

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

Budget Impact

The current project budget estimate is $19,784,296.46 million. A total of $14,000,000 of funding for this project is being paid for by Federal American Rescue Plan Act funds granted to Douglas County. CRW plans to collect the additional $984,296.46 needed for the project through system development fees along with the $4.8M that was previously approved. The project is being administered by CRW and a 1% Project Management fee of up to $140,000 is being included for the management of the project. The request for this ordinance does not have a direct budget impact, but project delays that could result from the inability to acquire needed easements in a timely manner could result in an increasing project cost.

The current estimated projected costs are:

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	$ 458,600.00		$ 458,600.00
Temporary Easements	$ 342,640.00		$ 342,640.00
Lift Station Land Purchase	$ 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

As per the IGA with Douglas County, expenses to be reimbursed to CRW from the escrow account will be processed through GL Account # 213-4575-445.79-33 – 85 Regional Wastewater, project number 250024.

Staff Recommendation

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

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Ordinance
Attachment B: Alignment Corridor Map

ORDINANCE NO. 2026-013

AN ORDINANCE AUTHORIZING THE EXERCISE OF THE TOWN'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") 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

WHEREAS, the Board of County Commissioners of the County of Douglas (the "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"), extending from the unincorporated Town of Sedalia to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in the County to the maximum extent allowed by law;

WHEREAS, on May 22, 2024, the Town and 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"), which IGA has since been amended by the First Amendment to the IGA dated July 15, 2025, and the Second Amendment to the IGA dated January 20, 2026; and

WHEREAS, the Town and the County believe the Project will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for the Town and the County, by eliminating failing wastewater lagoon systems and, eventually, septic systems; and

WHEREAS, for this reason, the Town Council has determined that a compelling public need and purpose exists for the Project; and

WHEREAS, the Project will require the acquisition of one (1) real estate parcel, approximately 2.5-acres in size, for the construction of a wastewater lift station, eleven (11) permanent utility easements, 20 feet in width, for the installation of a wastewater force main, and fifteen (15) temporary construction easements, up to and including 50 feet in width, to facilitate such construction and installation, which property interests are generally described in the map attached as ***Exhibit 1*** (the "Property"); and

WHEREAS, the exercise of the Town's powers of eminent domain to acquire the Property for the Project is necessary and serves a valid public purpose.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. **Acquisition Authorization**. The Town Attorney is authorized to take necessary and appropriate action to acquire good title to the Property in accordance with Section

38-1-101, et seq., C.R.S., and Section 24-56-101 et seq., C.R.S., subject to compliance with Section 4 of this Ordinance, as applicable. The Town Attorney is further authorized to retain the services of special condemnation counsel for this purpose.

Section 2. **Just Compensation**. The Town Manager is authorized to establish the just compensation to be offered to each Property owner in compliance with applicable laws and regulations.

Section 3. **Good Faith Negotiations**. Town staff is directed to undertake in an expedient manner and in accordance with the requirements of Section 38-1-101, et seq., C.R.S., and Section 24-56-101 et seq., C.R.S., as applicable, good faith negotiations with each Property owner for the acquisition of such owner's Property on the basis of fair and reasonable value.

Section 4. **Filing of Petition in District Court**. Pursuant to the requirements of Section 14.02.070 of the Castle Rock Municipal Code, should good faith negotiations fail to result in agreement with any Property owner on the value of such owner's Property, the Town Attorney shall so advise the Town Council and request Council authorization to institute eminent domain proceedings and acquire immediate possession of the Property. The Town Council shall consider the request at a regular or special Town Council meeting, at which time the Property owner will have the opportunity to be heard. Upon conclusion of the hearing, the Town Council shall approve or deny the request for commencement of filing a petition in condemnation. If the request is denied, Town staff will seek to continue negotiations with the Property owner.

Section 5. **Need, Necessity and Public Use**. The Town Council finds and determines it is in the interest of the public's health, safety and welfare for it to acquire, as soon as possible, the Property. The Town further finds and determines there is a public need and necessity for obtaining possession of and acquiring the Property.

Section 6. **Costs**. The Town Manager shall be further authorized to incur reasonable costs associated with acquiring the Property, including, without limitation, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, and all other related or incidental costs or expenses customarily associated with the quiet title, acquisition or condemnation of the Property.

Section 7. **Approval and Amendment**. The Director of Castle Rock Water, or such director's designee, is authorized to approve and, if and when necessary, amend the legal descriptions of any Property to be acquired and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement.

Section 8. **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 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 21st day of April, 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

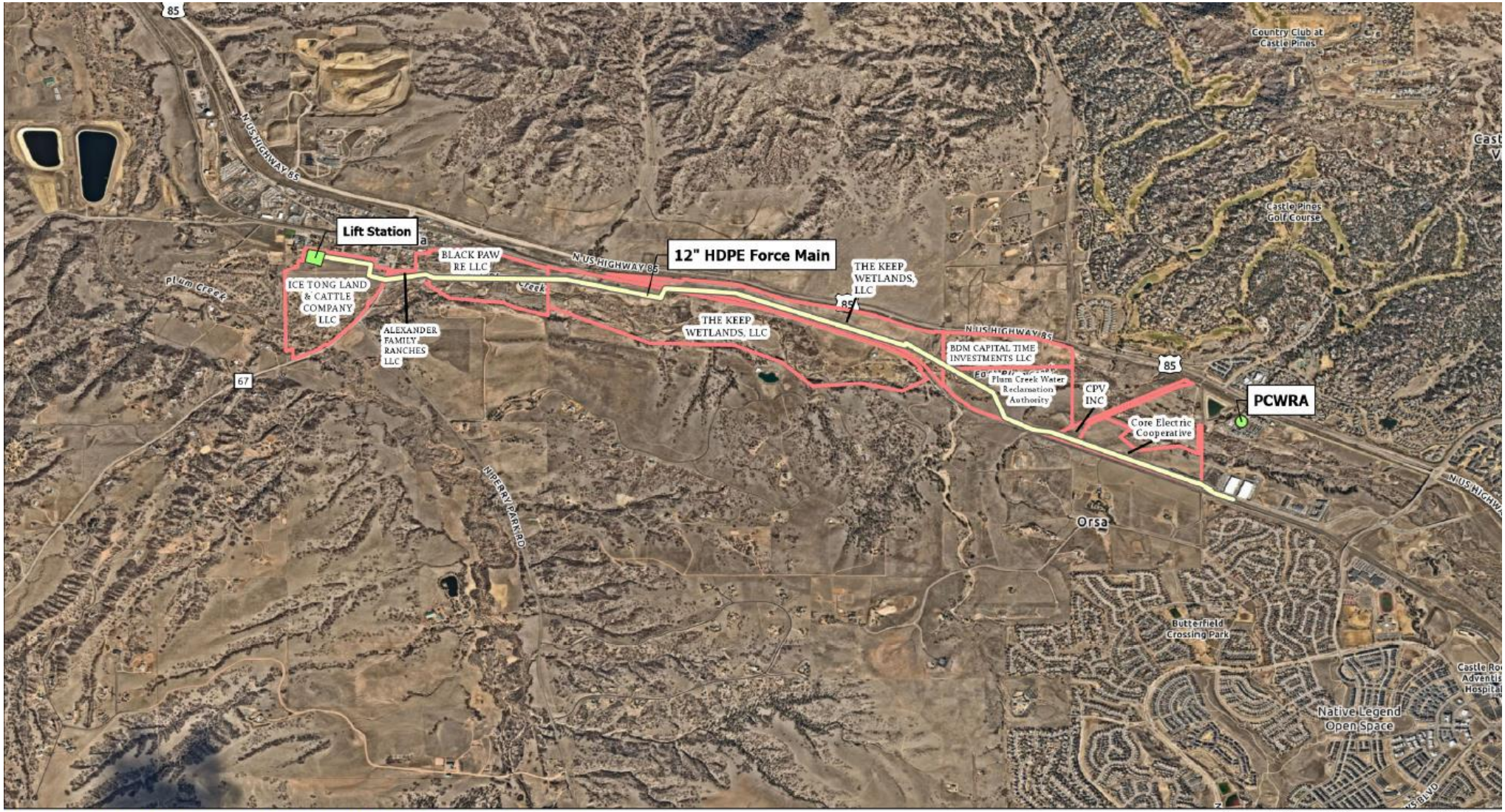
_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water



Sedalia Lift Station and Force Main-Easement Acquisition

- Lift Station
- ForceMain
- PCWRA
- ALEXANDER FAMILY RANCHES LLC
- BDM CAPITAL TIME INVESTMENTS LLC
- BLACK PAW RE LLC
- CPV INC
- CORE ELECTRIC COOPERATIVE
- ICE TONG LAND & CATTLE COMPANY LLC
- PLUM CREEK WATER RECLAMATION AUTHORITY
- THE KEEP WETLANDS, LLC

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.

0 1,400 2,800 5,600 Feet

Castle Rock Qwater
Securing our future drop by drop

N



Sedalia Lift Station and Force Main-Easement Acquisition

- Lift Station
- ForceMain
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- ALEXANDER FAMILY RANCHES LLC
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0 1,400 2,800 5,600 Feet

CASTLE ROCK Qwater
Securing our future drop by drop

N

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 17. **File #:** DIR 2026-012

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Discussion/Direction: Downtown Castle Rock Parking Study

Executive Summary

Town Staff and consultant to provide information and make a presentation on the 2026 Downtown Parking Study, for Town Council consideration and direction.

Attachments

Downtown Castle Rock Parking Study, dated March 2026

Downtown Parking Study

Final Report

Prepared by:
Fehr & Peers

Submitted on:
March 2026

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Appendix A. Parking Management Strategies

Appendix B. Parking Requirement Comparison

Executive Summary

Downtown Castle Rock continues to experience significant growth, redevelopment, and increased visitor activity. This updated parking study builds on the 2017 Downtown Parking Study and incorporates substantial new data sources, including big data analytics, License Plate Reader surveys, aerial imagery, citation records, and extensive community and stakeholder engagement. Together, these inputs help to develop a clear understanding of how Downtown parking performs today and identify opportunities to enhance access, support local businesses, and prepare for ongoing growth.

The Town of Castle Rock is at an important moment in shaping the future of Downtown parking. The findings from this study show that while total supply is generally adequate, there are clear opportunities to improve how parking is managed, communicated, and connected to the broader mobility system. The study shows that overall parking supply has increased since 2017, especially in structured facilities, but that the system's performance depends heavily on how well users can find and understand available options. While Downtown has more than enough parking in total, key curbside areas experience pressure during peak times, and wayfinding and communication challenges contribute to the perception of limited availability.

Key Findings

- **Parking Supply and Utilization**: Since 2017, on-street parking capacity has increased by 13% and the combined public and public/private off-street capacity has increased by 113%, primarily due to redevelopment and conversion of surface lots to structured parking. Garages are underutilized compared to high-demand on-street spaces. Public parking areas within the Encore Garage operated well below capacity even during peak demand, supporting the conclusion that existing structured facilities can accommodate additional users with improved wayfinding and access. Parking utilization was observed on multiple days to ensure observed patterns informing recommendations were consistent across days.
- **Parking Patterns and Duration**: More than half of all trips to Downtown originate within five miles, and most parkers walk only one or two blocks to their destinations. Duration data shows consistent overstays in two-hour zones, with more than 100 vehicles per day exceeding four hours during restricted periods. Saturday stays were even longer because no time limits apply. These trends indicate a need for improved turnover management and clearer communication.
- **Event Impacts**: Large community events, including Oktoberfest, push on-street parking to full capacity. Off-street supply, including garages, continues to have available spaces during events, which suggests that underuse is linked to limited awareness and visibility rather than limited capacity.
- **Big Data Insights**: Analysis of big data shows that most trips to Downtown originate within five miles, and the majority of parking destinations are within two blocks of the facility. The Encore Garage serves a diverse set of nearby destinations, while the County Garage attracts more long-distance commuters.
- **Community Feedback**: More than 70% of intercept and online questionnaire respondents visit Downtown weekly, and 97% drive. Most visitors park for 1–2 hours and can generally find a space within 10 minutes. The most common challenges reported were finding parking during peak periods, limited signage clarity, confusion between public and private parking, insufficient ADA accessible spaces, and employee parking conflicts. Desired improvements included more supply in key locations, better signage and wayfinding, real-time availability tools, and a clearer understanding of public parking options. A desire for both increased supply and improved information systems to enhance the overall parking experience was identified with 30% of questionnaire respondents indicating the need for better signage and wayfinding.

Recommendation Summary

The study recommends a balanced approach that focuses on improving management, communication, and access before pursuing major expansions to parking supply. Near-term priorities include improved pedestrian and vehicle wayfinding, better signage, enhanced garage visibility, and tools that support turnover. Additional strategies include expanded multimodal access, shared parking agreements, enforcement refinements, and targeted ADA improvements. Long-term considerations include exploring both capital and operational funding strategies, remote parking with shuttle service during large events or future growth, and incorporation of dynamic real time parking availability once high levels of utilization are consistently achieved.

These recommendations create a practical and flexible framework for managing Downtown parking in a way that supports access, economic vitality, and continued growth while maintaining Castle Rock's character and user-friendly environment.

Introduction

This Downtown Castle Rock Parking Study evaluates the evolving parking needs of a fast-growing, vibrant activity center that serves residents, employees, visitors, and regional users. Building on the 2017 Downtown Parking Study, this update incorporates refreshed data sources, expanded analytics, and more extensive community engagement. As Downtown continues to experience redevelopment and increased visitation, demand for accessible, efficient, and well-managed parking has become even more critical to supporting economic vitality, multimodal mobility, and the character of the historic core.

The purpose of this study is to provide a comprehensive assessment of existing parking conditions, identify challenges and opportunities, and establish actionable strategies that improve the parking user experience, support businesses, manage demand, and encourage multimodal access. This effort combines traditional parking inventory and utilization analysis with new data sources, including big data mobility analytics, License Plate Reader (LPR) surveys, aerial imagery, and community feedback, to ground recommendations in both technical rigor and lived experience.

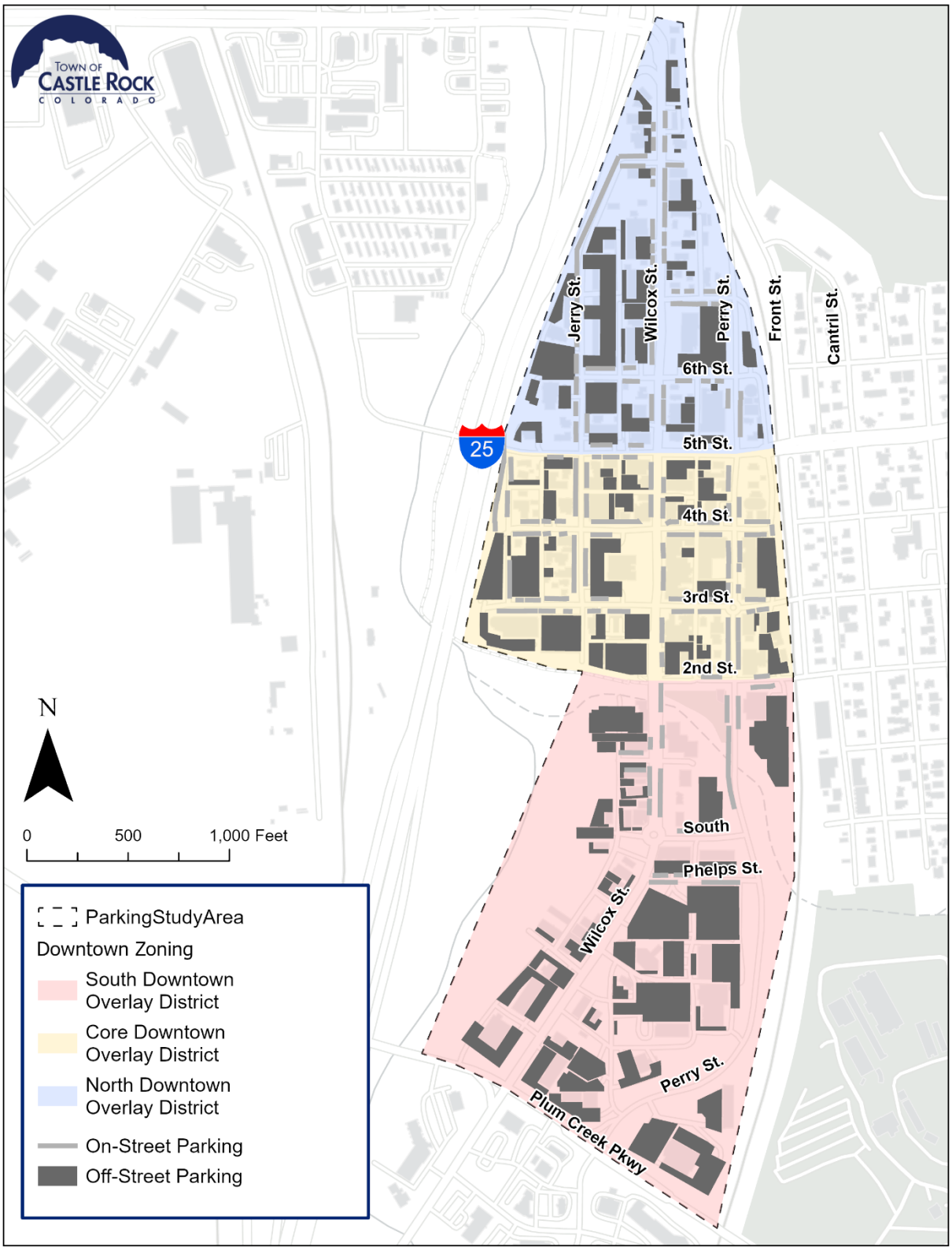
Study Goals

- Understand the current supply, utilization, and user experience of Downtown parking.
- Engage a diverse set of Downtown stakeholders, including residents, employees, visitors, and business owners, to capture community priorities.
- Identify both short-term improvements and long-term strategies that support access, turnover, economic vitality, and multimodal mobility.
- Align recommendations with prior planning efforts, municipal code requirements, and anticipated future development.

Scope and Methodology

Shown in **Figure 1**, the study area encompasses Downtown Castle Rock, generally bounded by I-25 to the west, the railroad to the east, Wolfensberger Road to the north, and Plum Creek Parkway to the south. Within this area, the parking system is composed of on-street spaces, public garages, public lots, private surface lots, and private garages. Most public on-street and off-street facilities are free to use, though many on-street spaces carry 2-hour time limits on weekdays. Some private facilities, such as the Riverwalk Garage, charge for parking.

Figure 1. Map of Study Area



To develop a comprehensive understanding of parking dynamics, the study integrates a wide range of data sources and analytical tools including:

- **Review of prior plans and municipal code** to ensure consistency with existing policies and past recommendations.
- **Big Data analysis** using connected vehicle and mobile device datasets to assess travel patterns and parking demands.
- **License Plate Reader (LPR) surveys** to measure on-street and off-street utilization and duration across different times, days, and conditions.
- **Aerial imagery** to assess parking utilization during events and typical days.
- **Online questionnaire and intercept questionnaire** to gather feedback from Downtown users including residents, employees, and visitors.
- **Parking citation and enforcement data analysis** to understand compliance trends and enforcement needs.
- **Stakeholder interviews and workshops** to incorporate local knowledge and Downtown business perspectives.

The study was guided by a Town parking working group, which met regularly throughout the process. The committee included the following representatives from Town Management, Development Services, Police Department, Transportation Planning, and the Downtown Alliance.

- Kristin Read, Assistant Town Manager, Town of Castle Rock (Town Project Manager)
- David Corliss, Town Manager, Town of Castle Rock
- Thomas Reiff, Transportation Planner, Town of Castle Rock
- Jack Cauley, Police Chief, Town of Castle Rock Police Department
- Troy Gardner, Downtown Liaison Officer, Town of Castle Rock Police Department
- Brad Boland, Planning Manager, Town of Castle Rock
- Tara Vargish, Director of Development Services, Town of Castle Rock
- Kevin Tilson, Director, Castle Rock Downtown Alliance
- Karah Reygers, Assistant Director, Castle Rock Downtown Alliance.

Summary of Key Findings

This Downtown Castle Rock Parking Study reveals several important trends that have emerged since the 2016/2017 parking evaluation. The findings reflect how redevelopment, growth, changing user behavior, and increased visitor activity have influenced the performance of the Downtown parking system. Public outreach reinforced many of the technical observations, and together these inputs highlight clear opportunities for improved management and communication. The most significant findings are summarized below.

Parking Supply and Utilization

- The combined public and public/private off-street capacity has increased by 113% since 2017, primarily due to redevelopment and conversion of surface lots to structured parking.
- Since 2017, public on-street parking has increased by 13% due to recent streetscape improvements, the addition of new curb spaces along redeveloped corridors, and enhanced block connectivity within the Downtown core.
- Garages remain underutilized compared to high-demand on-street spaces.

Parking Patterns and Duration

- Most trips to Downtown originate within five miles, and most parking destinations are within two blocks of the facility.
- LPR data shows frequent violations of posted time limits, with over 100 vehicles parked for more than four hours in restricted areas on each survey day.
- Extended parking stays are most common during weekends, when time restrictions are not in place, impacting turnover and availability in high-demand zones.

Event Impacts

- Special events, such as Oktoberfest, push on-street parking near full capacity, while garages and peripheral lots maintain available space.
- Event conditions expand the area of perceived full parking, highlighting the need for improved event-day wayfinding and real-time parking information.

Big Data Insights

- StreetLight Data and Azira Pinnacle datasets reveal distinct travel and parking patterns, with Encore Garage serving a diverse set of nearby destinations and County Garage attracting more long-distance commuters.
- The Move Garage and Library Parking Lot show a larger proportion of trips ending five or more blocks away, suggesting these locations may function as satellite parking areas where people expect to walk further or have multiple destinations on their trip.

Public and Stakeholder Feedback

- Over 70% of questionnaire respondents visit Downtown weekly; 97% drive a personal vehicle.
- Top challenges include parking availability during peak hours/events, unclear signage, and inconsistent enforcement.

- Desired improvements are more garages/lots, more on-street parking, real-time availability tools, and better signage/wayfinding.
- Insufficient ADA spaces near businesses and inconvenient access for mobility-impaired users were cited, particularly by elderly and mobility-impaired individuals.
- Employee parking conflicts and private lot management issues contribute to perceived unfairness and frustration.

Policy and Management Needs

- Existing policies and code updates support flexible, shared parking and multimodal access, but further alignment is needed to address growth and changing user needs.
- Enforcement strategies are recommended to improve compliance.

Equity and Accessibility

- Stakeholders and community members emphasized the need for additional ADA-accessible spaces, improved enforcement, and better multimodal connections.

Existing Conditions

A comprehensive overview and understanding of existing conditions is necessary to provide proper Downtown Castle Rock context. This section is organized on:

- Planning context and alignment with past efforts.
- Summary of existing parking inventory, utilization, and duration.
- Summary of public and stakeholder feedback.

Planning Context and Alignment with Past Efforts

A clear understanding of existing policies, prior planning studies, and Downtown Castle Rock's development trajectory is essential for framing today's parking conditions and supporting actionable recommendations. This section summarizes the key themes from foundational plans, code requirements, and community surveys that continue to shape Downtown's parking environment. These documents collectively reinforce a consistent set of needs: improved wayfinding, strategic curbside management, and better use of structured parking facilities.

An overview of reviewed documents is shown in **Table 1**, and highlights from each document are listed below. Several consistent themes emerged:

- Garages are consistently underutilized compared to on-street parking.
- Improved signage and wayfinding are needed to better direct drivers to available parking.
- Flexible curb management should balance parking with loading, Americans with Disabilities Act (ADA), Transportation Network Company (TNC)[1], and micromobility needs.
- Short-term solutions should prioritize efficiency and turnover, while long-term approaches should address growth and potential expansion of supply.

Table 1. Comparison of Planning Document, Regulations, and Survey

Plan	Year	Key Themes	Recommendations
Downtown Master Plan	2008	Revitalization, identity, walkability	Public parking, DDA formation
Parking Study	2016/ 2017	Low turnover, garage underuse	Varied time limits, wayfinding, enforcement
Mobility Master Plan	2019	Balance modes, ADA access	Retain on-street, flexible curbside
Capacity Study	2022	Traffic impacts, short trips	Shift to walking/biking, manage curb
Parking Concepts	2023	Feasible expansions	Fair St. lot, I-25/Wolfensberger satellite
Wayfinding Plan	2024	Confusing signage	Consistent 'Public Parking' signs
Community Survey	2025	Parking and walking	Priority to increase parking
Municipal Code	2025	Regulatory framework	Align with mixed-use context

Source: Town of Castle Rock, Fehr & Peers.

[1] A Transportation Network Company (TNC) is a service that arranges rides through an app, matching people who need a trip with drivers using their own vehicles to provide paid, on-demand transportation.

2008 Downtown Master Plan

- Guided the revitalization of Downtown Castle Rock over 20 years.
- Identified Downtown as lacking a cohesive identity and sufficient public parking.
- Recommended investments in walkable streets, mixed-use development, and better located public parking.
- Called for the creation of a Downtown Development Authority to support long-term investments.

2016/2017 Downtown Parking Study

- Estimated approximately 4,178 parking spaces Downtown, 20% on-street and 80% off-street.
- Observed low turnover and frequent violations of time-limited spaces.
- Found County Garage underutilized due to poor visibility and signage.
- Recommended more varied time limits (15-min, 2-hr, 3-hr), improved enforcement, and stronger wayfinding.

2019 Downtown Mobility Master Plan

- Emphasized balancing parking supply with other transportation modes.
- Noted older Downtown buildings relied heavily on on-street parking due to low parking ratios.
- Recommended retaining on-street spaces during street redesigns.
- Called for a flexible curbside management plan and at least one ADA space per block perimeter.

2022 Downtown Capacity Study

- Evaluated how anticipated growth would affect traffic and roadway capacity.
- Highlighted high volumes of cut-through traffic Downtown.
- Identified that many trips were under five miles, creating opportunities for biking and walking.
- Recommended curbside management policies balancing loading, short-term, long-term, and rideshare.

2023 Parking Concepts Study

- Analyzed parking improvements at four sites.
- Found structured parking infeasible at most sites due to size, land uses, or costs.
- Prioritized improvements at Fair Street (+32 spaces) and I-25/Wolfensberger (+359 spaces with shuttle).
- Recommended formalizing lots with curbs, gutters, and sidewalks.

2024 Downtown Wayfinding Plan

- Recommended a consistent multimodal signage system for Downtown.
- Identified confusion locating off-street parking as a barrier to efficient use of garages.
- Proposed standardized 'Public Parking' signs to improve visibility and access.

2025 Community Survey

- Collected 1,881 responses from residents.
- Found 64% of residents visit Downtown weekly.
- 60% of residents reported finding parking within five minutes; most are willing to walk 2–3 blocks.
- Ranked increased parking as the third-highest action the Town could take to support businesses.

Municipal Code (Title 17, updated 2025)

- Establishes minimum parking requirements by land use, including standards for both vehicle and bicycle parking.
- Includes design standards for parking areas and loading zones.
- Ensures on-street users comply with Town regulations.
- Provides a legal framework supporting flexible parking management strategies.
- A comparative analysis of Castle Rock parking requirements is summarized in Appendix A.

Overall, past efforts demonstrate long-standing consistency in challenges and priorities, providing a strong foundation for this study's updated analysis and recommendations.

Existing Parking Evaluation

A detailed understanding of current parking conditions is essential for determining how the Downtown Castle Rock parking system is performing today. This section summarizes existing supply, utilization patterns, duration trends, and user behavior using multiple data sources including inventory counts, big data analysis, aerial imagery, License Plate Reader (LPR) surveys, and citation records. Together, these inputs show where parking demand is concentrated, where excess capacity exists, and how users interact with the system.

Parking Inventory

The parking inventory documents all public and private parking spaces within the Downtown study area. It serves as the baseline for comparing supply with the 2017 Downtown Parking Study and understanding how redevelopment has reshaped available parking. On-street parking remains the most prominent and visible option, although it is more limited in capacity. Off-street facilities provide significantly more total spaces and accommodate longer stays. Tracking the changes in each category helps clarify how the system has evolved. Capacity for The View parking garage is included in the parking inventory numbers, but utilization data was not collected as part of this study as the analysis phase of this project occurred before the opening date in late November 2025.

Parking supply has increased meaningfully since 2017 as shown in **Table 2**, **Figure** 2, and **Figure 3**. This reflects public investment and redevelopment with new structured parking. Key changes since 2017 include:

- On-street parking increased from 834 to 943 spaces, which is a 13% increase. This is primarily the result of recent streetscape projects and improved street striping.
- Public off-street parking increased from 335 to 412 spaces, a 23% increase. This includes reorganized Town lots and new facilities such as Library Parking 1 and 2.
- Mixed public and private parking increased from 824 to 2,054 spaces, which is a 149% increase. This growth is driven by structured garages that serve both public and private users, including Encore, Riverwalk, Move, and The View.
- Combined, public off street and mixed public and private parking increased by 113%.

These changes show a clear trend toward structured parking and shared use of facilities. They also highlight that Downtown now has a much larger overall supply than it did during the 2017 study.

Table 2. Parking Inventory Comparison

Parking Inventory	2017 (during Downtown Parking Study)	Current (2025)	% Growth
On-Street	834	943	**+ 13%**
Off-Street	3,418	4,761	**+ 39%**
Off-Street Public	335	412	**+ 23%**
Off-Street Public/Private	824	2,054	**+149%**
Off-Street Business	2,130	2,166	**+2%**
Off-Street Residential (excluding public/private)	129	129	**0**

Source: 2017 Parking Study, Nearmap aerials from 2017 and 2025, Town's Inventory, Fehr & Peers.

Figure 2. Off-Street Parking Ownership in Downtown Castle Rock (North and Core Overlay)

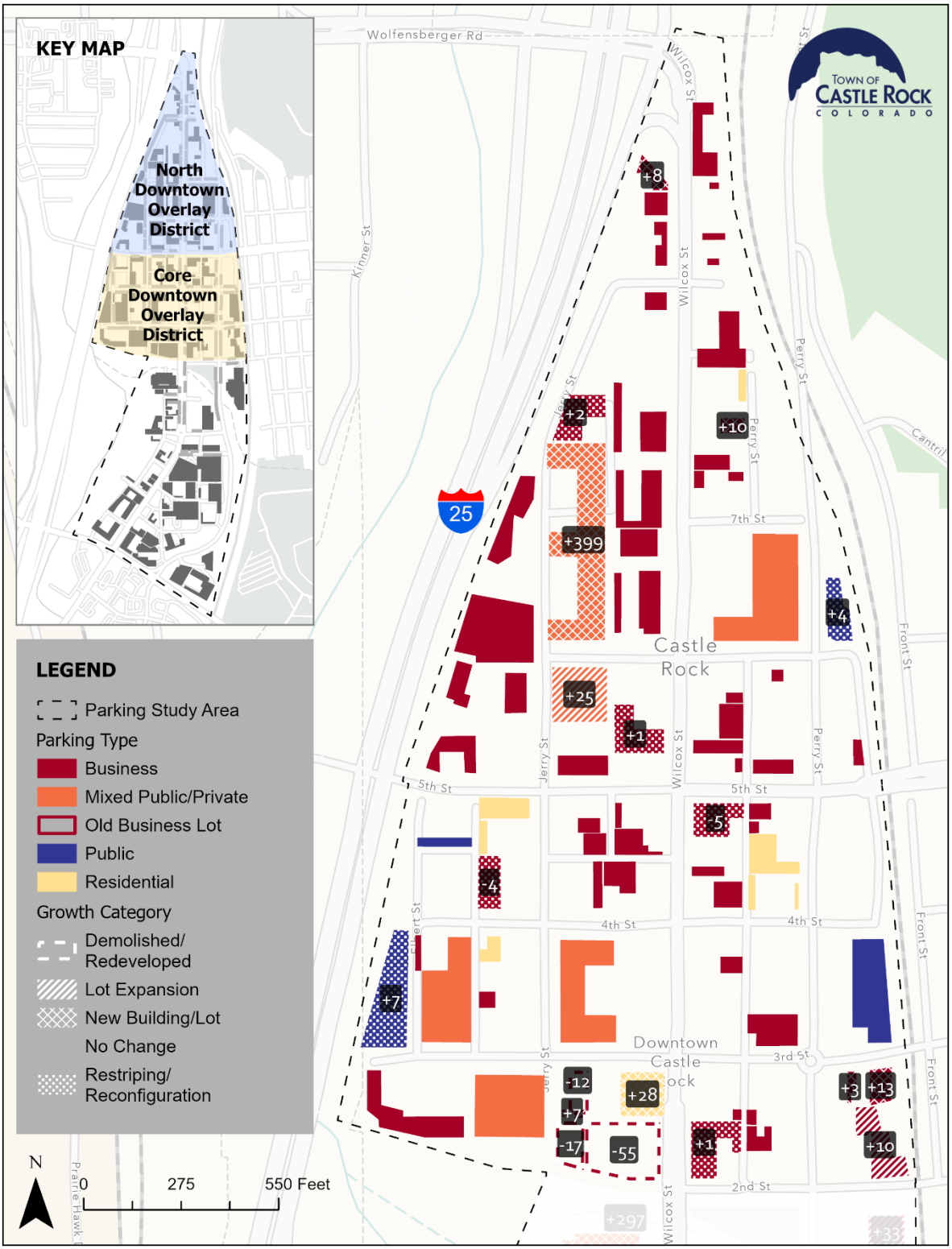
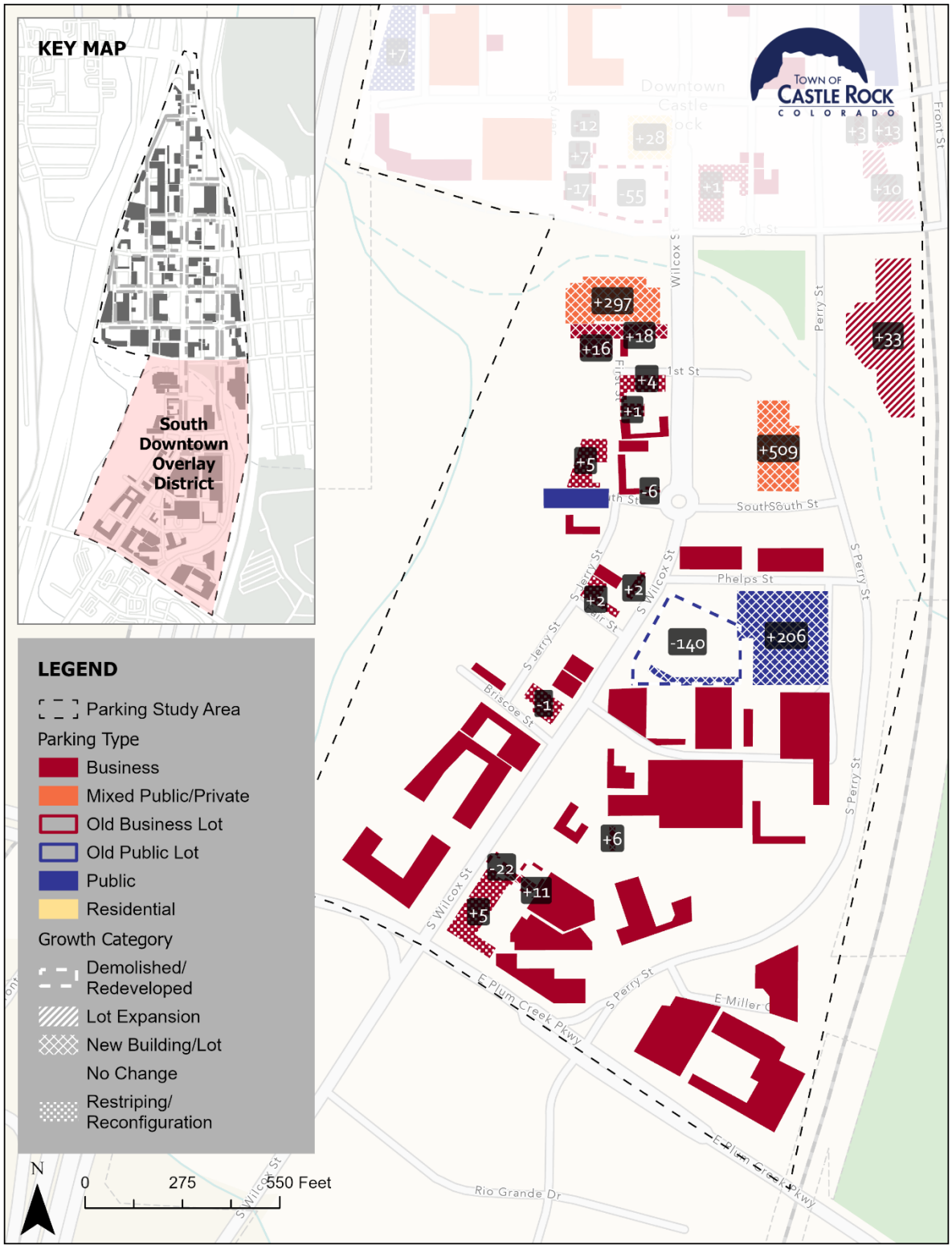


Figure 3. Off-Street Parking Ownership in Downtown Castle Rock (South Overlay)



Evaluation of Parking Trends Using Big Data

Traditional parking studies often rely on single-day observations. To provide a more complete view of parking behavior, this study included big data analysis through two major sources. These datasets allow the Town to understand how drivers access Downtown throughout the entire year, including weekends, special events, and evenings.

The two data sources were:

- StreetLight Data, which provides origin and destination patterns, trip volumes, and temporal trends from connected vehicle GPS data.
- Azira Pinnacle Data, which provides more detailed trip pathing and allows analysts to see where drivers go after parking.

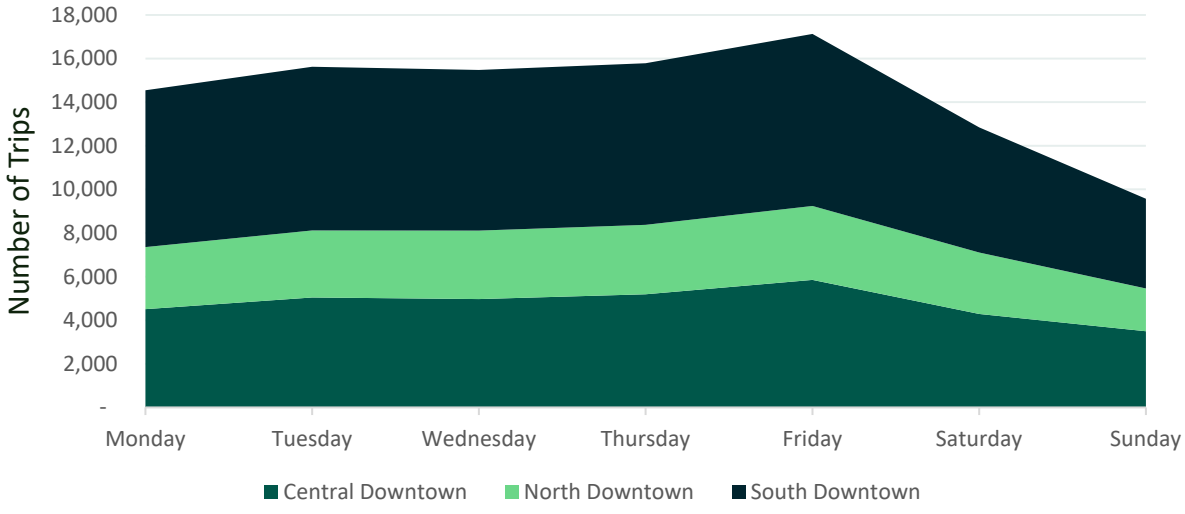
This combined analysis offers both the broad trends and block-level detail needed to understand parking behavior.

StreetLight Data

StreetLight trip data from April 2024 through March 2025 shows that approximately 14,500 vehicle trips end in Downtown on an average day (see **Figure 4**). Fridays have the highest activity levels, while Sundays have the lowest. Within Downtown, 20% of trips end in North Downtown, 33% in Central Downtown, and 47% in South Downtown. This reflects a balanced but slightly activity-heavy distribution toward the south, where more restaurants and entertainment uses are located.

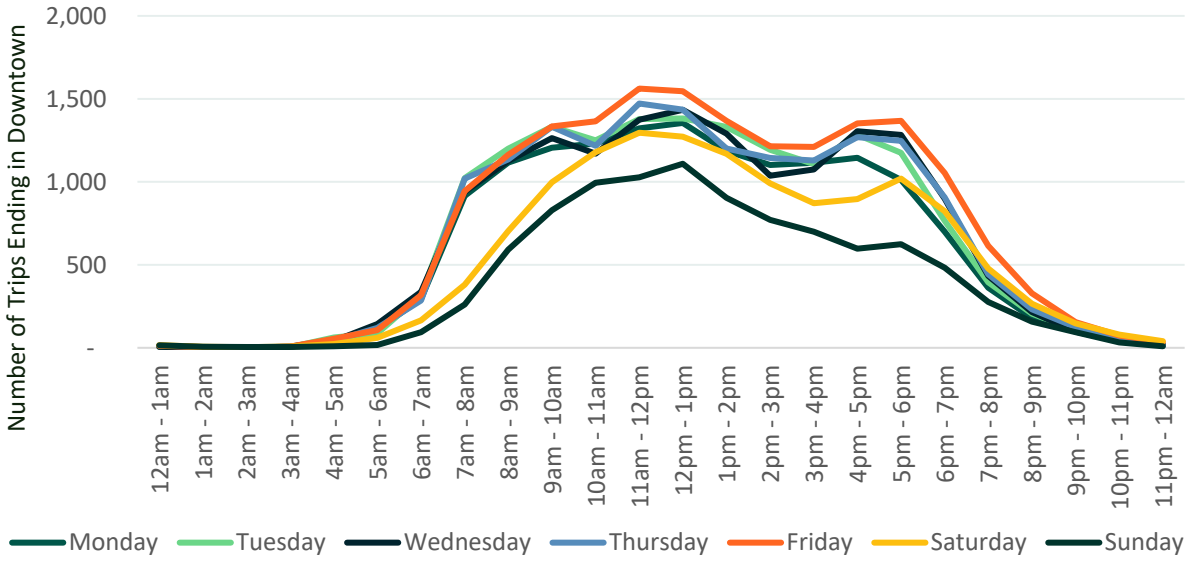
Trips follow consistent daily patterns. Weekdays show two peaks: a midday peak between 11 AM and 1 PM and an evening peak between 4 PM and 6 PM. Weekends follow a similar pattern but with a slightly later evening peak (see **Figure 5**).

Figure 4. Trip Ends by Day



Source: Streetlight Data April 2024-March 2025, Fehr & Peers.

Figure 5. Trip Ends by Time

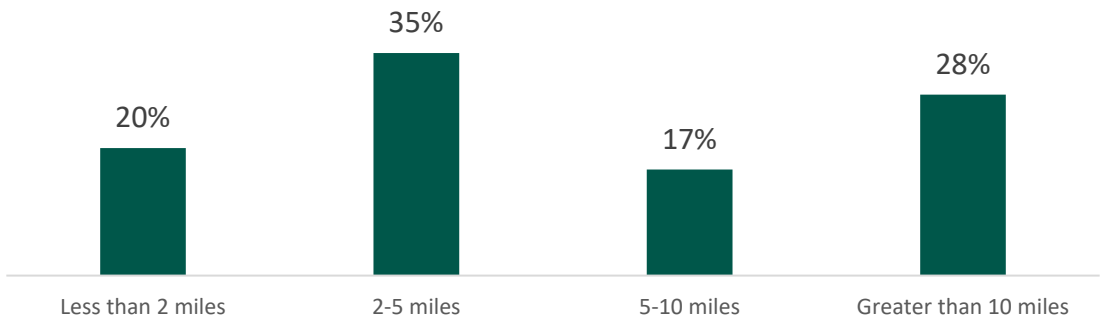


Source: Streetlight Data April 2024-March 2025, Fehr & Peers.

TRIP DISTANCE

More than 55% of trips begin within five miles of Downtown. This reinforces Downtown's role as a local destination and suggests strong potential for short-trip mode shifts. Roughly 17% of trips originate between 5 and 10 miles away, and 28% originate more than 10 miles away as shown in **Figure 6**. Downtown Castle Rock is designated by DRCOG as a Short Trip Opportunity Zone and Pedestrian Focus Area, meaning that funding is available to support multimodal infrastructure investments that make these short-distance trips more feasible and attractive.

Figure 6. Distance Traveled

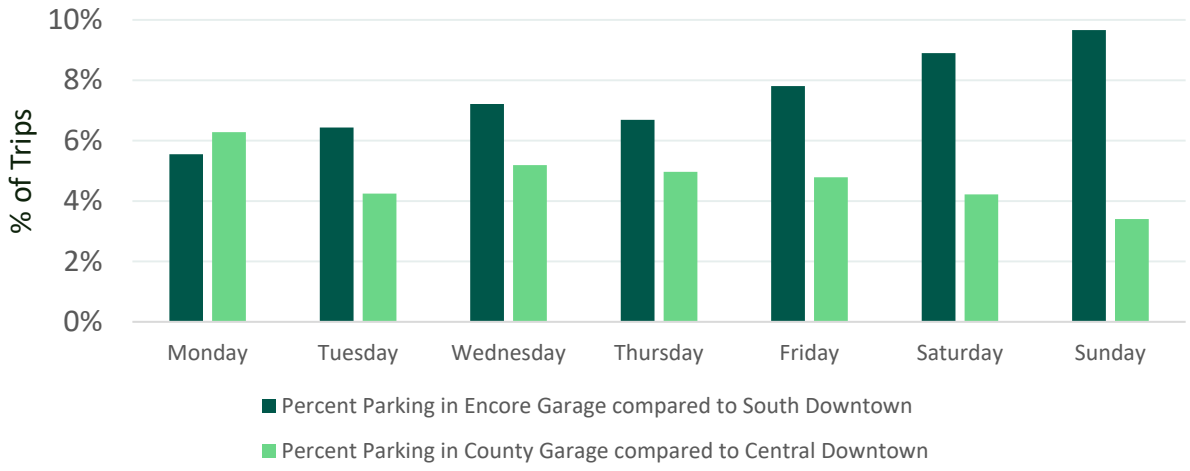


Source: Streetlight Data April 2024-March 2025, Fehr & Peers.

PARKING GARAGE UTILIZATION

Analysis of garage trips shows distinct patterns. Encore Garage, located in South Downtown, captures the highest percentage of visitors on Sundays, when recreational and dining trips dominate. In contrast, the County Garage in Central Downtown sees its highest percentage of use on Mondays, aligning with government and employee demand (**Figure 7**).

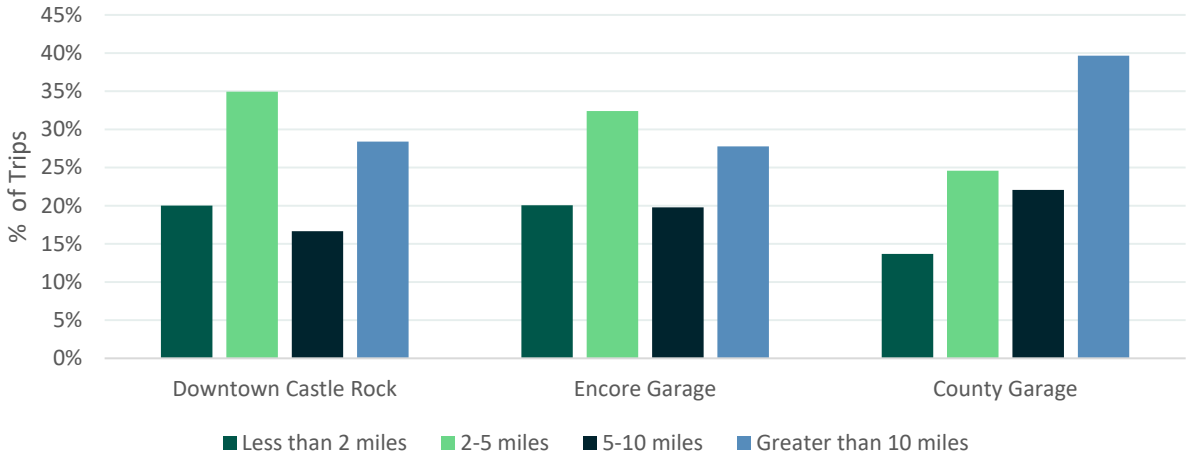
Figure 7. Garage Trips by Day



Source: Streetlight Data April 2024-March 2025, Fehr & Peers

When comparing travel distances by facility, Encore Garage users resemble the overall Downtown profile, with most trips originating within 2–5 miles. County Garage users, however, have a higher proportion of trips from more than 10 miles away (**Figure 8**). This difference is likely attributed to Douglas County employees originating from broader and further away origins.

Figure 8. Comparison of Distance Traveled to Parking Facilities



Source: Streetlight Data April 2024-March 2025, Fehr & Peers.

Azira Pinnacle Data

The Azira Pinnacle dataset (Azira) provides movement traces for devices that arrived at or passed through five Downtown parking facilities. The purpose of this analysis is to understand where people walk after they park and how far they are willing to travel. Device location data for one hour before and after each visit to the parking facilities listed in **Table 3** was collected, allowing for a detailed understanding of trip behavior surrounding key parking assets.

Across all five facilities, the majority of trips end within one or two blocks of where the vehicle was parked. The Douglas County and Encore garages both have very high shares of nearby destinations. Facilities such as The Move Garage show a greater number of trips ending farther away, which is likely influenced by smaller sample sizes and multi-stop trips.

This information helps identify which parking facilities are supporting the highest density of Downtown destinations, and where pedestrian improvements or signage may be most beneficial.

Table 3: Parking Facilities for Azira Data Collection

Parking Facility	Location	Total Capacity
Douglas County Parking Garage	Third Street & Jerry Street	266
Encore Garage	South Street & Perry Street	601
The Move Parking Garage	Sixth Street & Jerry Street	72
Library Parking	Phelps Street & Perry Street And Along Fair Street	206
Town Parking near Fire Station	Fourth Street & Perry Street	27

Source: Fehr & Peers.

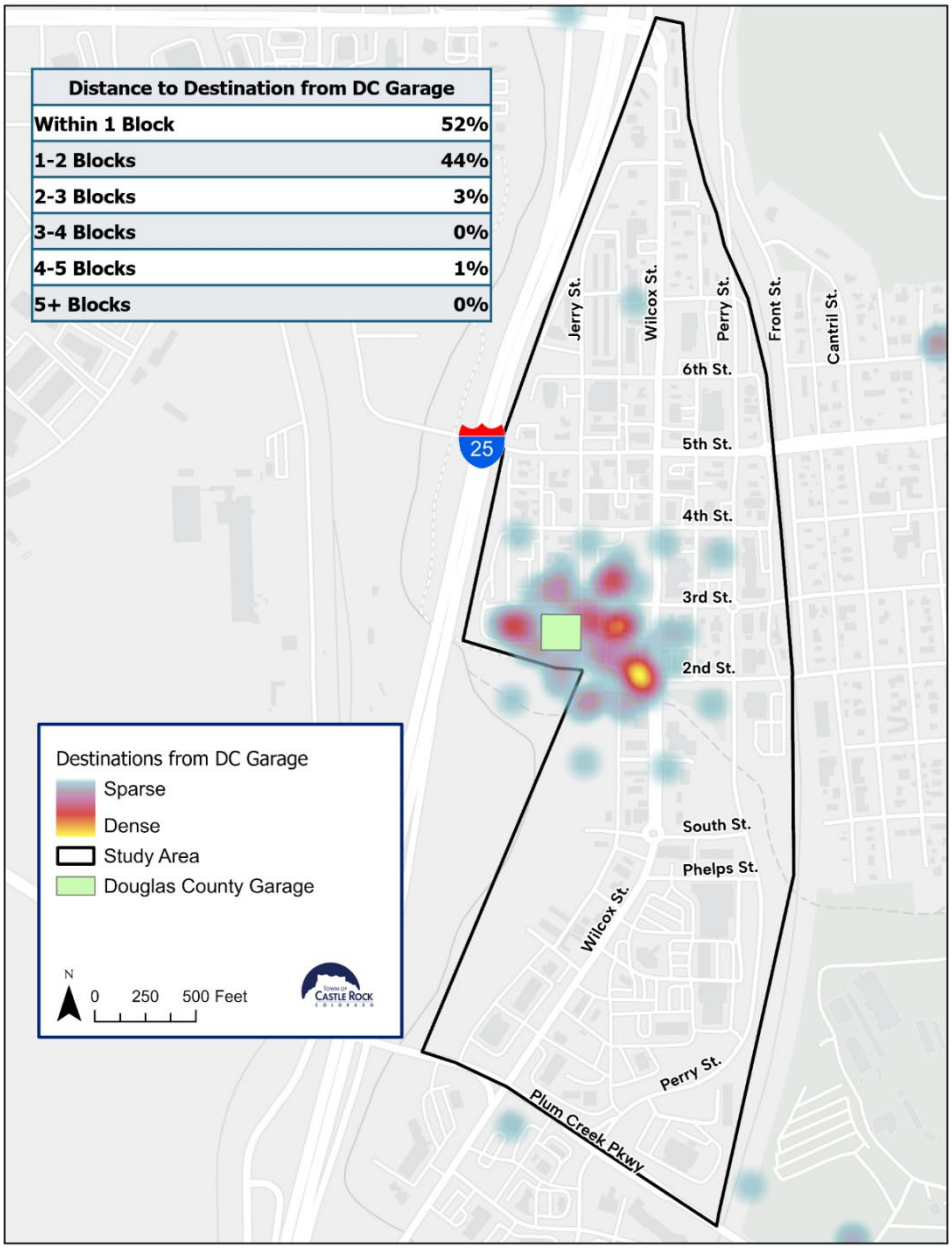
Azira's Pathing X report provides detailed insights into travel patterns by tracking the movement of individual devices before and after they are observed at designated study locations. The report includes timestamped location observations, allowing analysts to understand the temporal and spatial context of each visit. These location pinpoints were converted into meaningful trip trajectories using a set of assumptions regarding device ping intervals, travel distances, speeds, and trip termination points.

TRIP DESTINATION ANALYSIS USING AZIRA DATA

The primary objective of the Azira data analysis was to understand the location of destinations for trips that began at or passed through designated parking facilities. To achieve this, each device observation was categorized as the start, end, or during a trip. This classification enabled mapping of "end" locations for trips whose "start" or "during" points were associated with specific parking facilities. The resulting visualizations use a color gradient—darker yellow and red indicating clusters with higher concentrations of trip ends, and lighter blue representing areas with fewer trip destinations. The analysis calculated the distance in blocks between each parking facility and its corresponding destination points. The methodology includes assumptions and parameters used to define trip segments. Notably, because the analysis focused solely on trip ends for journeys that started in or passed through the parking facilities, many destinations were located more than five blocks away, often outside the study area. These distant endpoints are presumed to represent the origin locations of visitors arriving in Downtown Castle Rock, but are omitted from the following analysis to stay focused on the patterns within the study area.

Figure 9 illustrates the destination patterns for trips associated with the Douglas County Parking Garage. The accompanying table displays the distribution of trip distances, showing that 52% of trips ended within one block, and 44% ended within two blocks of the garage. Key destination hotspots include the Douglas County buildings and businesses along Third Street and Wilcox Street, extending to Second Street.

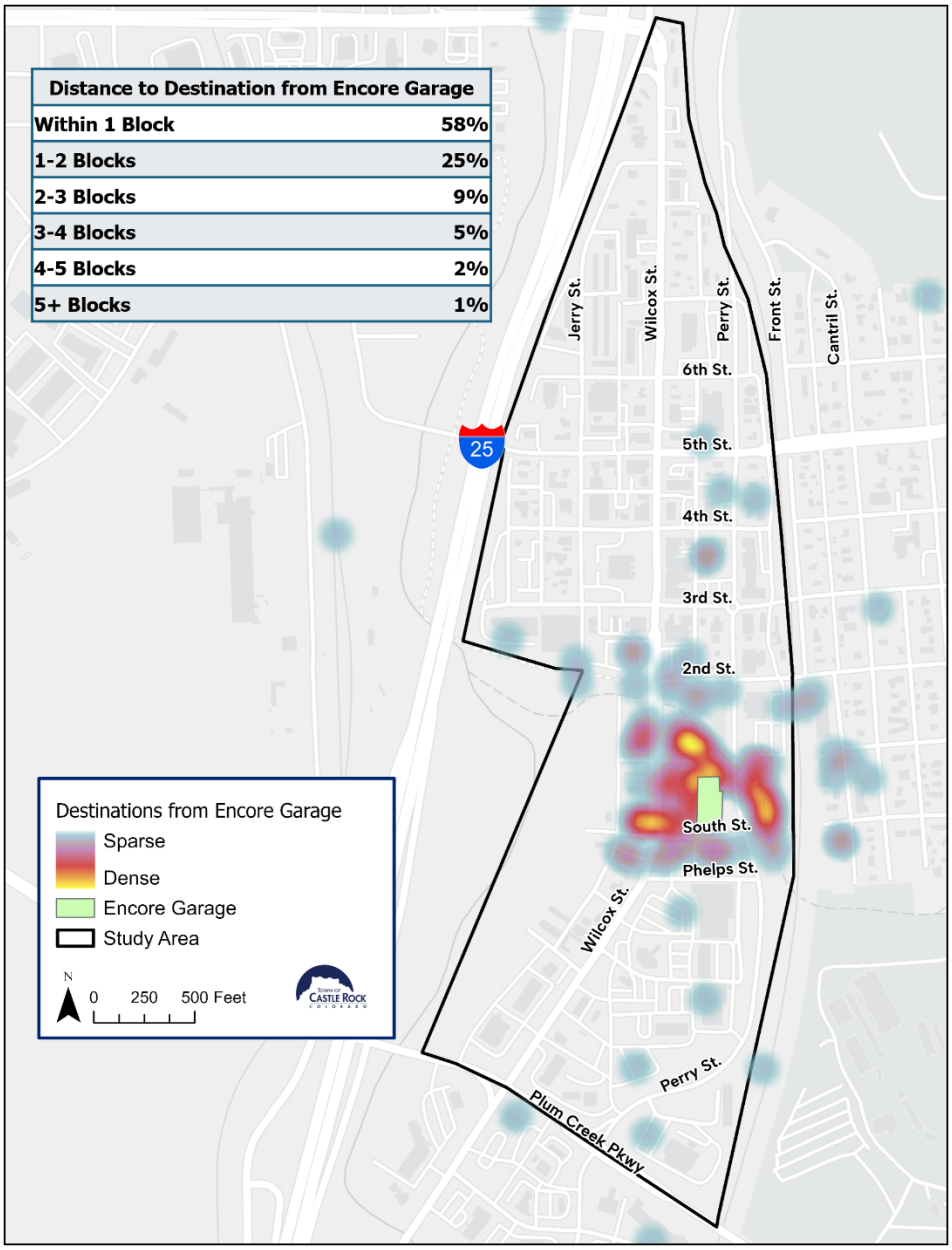
Figure 9: Destination Locations and Distances from Douglas County Parking Garage



Source: Azira August 5, 2024-August 4, 2025, Fehr & Peers.

Figure 10 maps the destination locations for trips that began at or passed through the Encore Garage, with corresponding distance metrics displayed in the table on the map. The analysis shows that 58% of trips ended within one block, and 83% ended within two blocks of the garage. Compared to the Douglas County Parking Garage, Encore exhibits a higher concentration of trips ending within one block, but also demonstrates a broader distribution of destinations within five blocks and across the study area. Key destination hotspots include the cluster of businesses located on the northwestern side of the garage and the Castle Rock Town Hall, indicating that the Encore facility serves a diverse set of nearby civic and commercial destinations. Some of the destinations shown may be Encore residents leaving the garage for a Downtown destination.

Figure 10: Destination Locations and Distances from Encore Garage



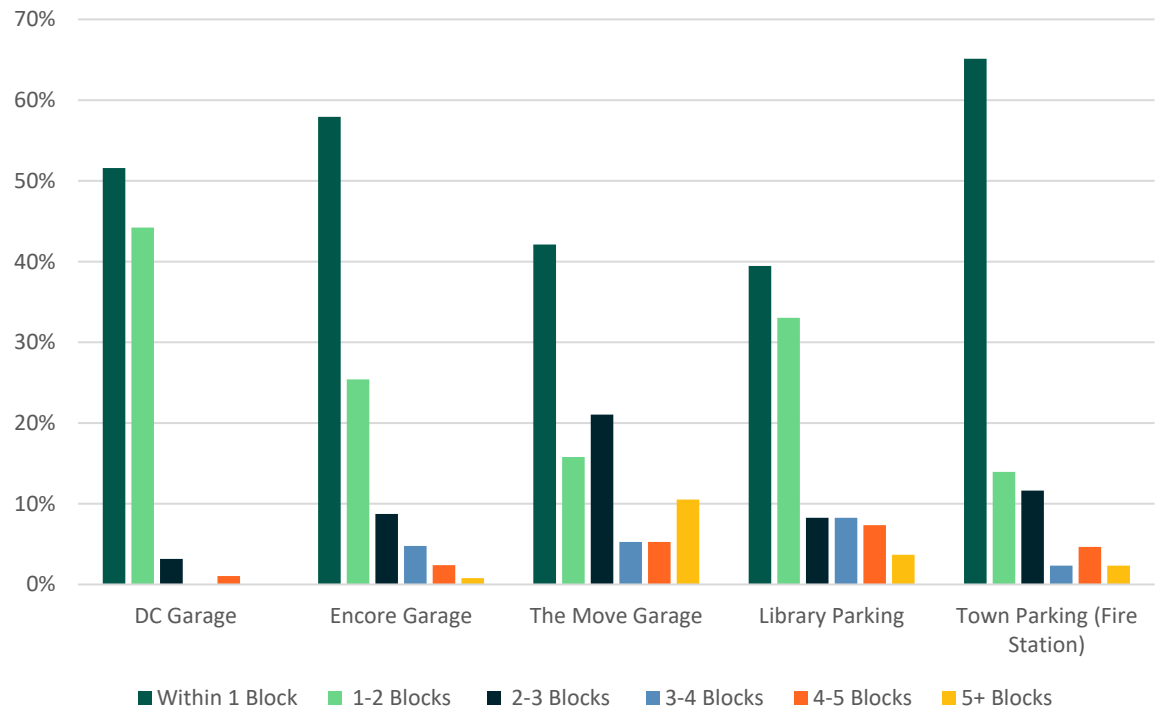
Source: Azira August 5, 2024-August 4, 2025, Fehr & Peers

Analysis for waking distance to a few other locations, shown in **Figure 11,** illustrates the distribution of destination distances for all five garages and lots included in the Azira dataset analysis. Across all facilities, a consistent pattern emerged: the majority of trips that begin at or pass through these parking locations tend to end within two blocks, with a significant portion concluding within one block of the parking facility.

The Douglas County Parking Garage and the Encore Garage exhibited the highest share of proximate destinations, with 96% and 83% of trips ending within two blocks, respectively. In contrast, the Move Garage showed a larger proportion of trips ending five or more blocks away from the facility. This may indicate that the sample size that Azira collected may have included more trips for people leaving Downtown for this location than for those arriving.

It is important to note that due to the smaller parking capacities at the Move Garage and Town Parking (Fire Station), the sample sizes for these locations were correspondingly smaller, which may influence the interpretation of trip patterns.

Figure 11: Distance to Destination by Parking Garage/Lot



Source: Azira August 5, 2024-August 4, 2025, Fehr & Peers.

Parking Utilization

Parking utilization describes how many spaces are occupied at specific times of day and provides insight into how the Downtown parking system operates under typical and peak conditions. To understand utilization patterns accurately, the study combined two primary methods of data collection: aerial imagery and License Plate Reader (LPR) surveys. These methods complement one another and help overcome limitations that would occur if only a single data source were used.

Methodology Overview

Aerial imagery was collected on multiple dates using high-resolution overhead photography. Each imagery set captured the full study area at three key times: morning, midday, and evening. This approach provides a comprehensive, system-wide snapshot that includes on-street and off-street parking facilities visible from aerial imagery. Aerial imagery is particularly useful for validating broad trends and identifying areas that consistently reach high occupancy or remain underused.

LPR data provides a different form of insight. Instead of single snapshots, LPR surveys rely on repeated mobile passes conducted throughout the day. Vehicles equipped with license plate recognition cameras traveled predefined routes that included all major Downtown blocks and surface lots. Each route pass occurred approximately every 45 to 60 minutes between 7 AM and 9 PM. This allows the study to track the same blocks and lots across multiple hours and identify changes in occupancy, duration, and turnover. LPR data is especially useful in identifying where parking is used for short visits or for long stays that may conflict with time restrictions.

Using both datasets together offered several advantages:

- Aerial imagery ensured coverage of all spaces visible from above, and cameras and manual counts supplemented covered areas including garages on some of the days.
- LPR surveys provided hourly resolution, making it possible to understand dynamic patterns.
- Comparing the two allowed the study team to reconcile discrepancies arising from lighting conditions, vehicle shade profiles, partial plate reads, or camera angle limitations.

By integrating both sources, the analysis provides a thoroughly validated picture of parking utilization across Downtown.

Industry Utilization Thresholds

In the parking industry, 85% parking occupancy is considered the standard target rate for on-street parking, as at this rate parking is easy to find and assets are utilized effectively[2]. At 85% occupancy, there are enough vacant spaces to 1) minimize congestion from drivers searching for spaces; and 2) reduce oversupply, which is inefficient and costly use of valuable land. This typically results in one to two open parking spaces per block. Off-street parking can often exceed 85%, because it is typically intended for long-term parking sessions, meaning turnover is less of a priority. A target off-street occupancy rate depends on the facility's location, adjacent land uses, and mix of parkers. This threshold was applied to this study with an increased resolution of the upper end to identify very highly utilized locations, and parking utilization was interpreted using the following thresholds:

[2] Shoup, D. (2006). The High Cost of Free Parking. The 85% target occupancy rate is a theory that was popularized by UCLA Research Professor Donald Shoup. His research finds at 85% occupancy there are enough vacant parking spaces to 1) minimize congestion from drivers searching for spaces; and 2) reduce oversupply, which is inefficient and costly use of valuable land.

- ≤50% Occupied – Parking is readily available; most spaces are unoccupied.
- 51–80% Occupied – Considered the "sweet spot," indicating high use with healthy turnover and good availability.
- 81–95% Occupied – Parking is perceived as full; users may need to search or walk farther than preferred.
- 95%+ Occupied – Fully occupied; users must seek alternative parking options.

This method allowed the study team to visualize how parking demand fluctuates throughout the day and identify areas of consistent pressure or underutilization.

Friday Parking Utilization

Friday consistently showed the highest demand patterns across all datasets. To confirm trends and add detail, the study collected two complete sets of aerial imagery (July 18, 2025 and September 26, 2025) and one full day of LPR data (July 18, 2025). These complementary datasets provide clear evidence of how Downtown parking facilities operate on a typical high-demand weekday.

FRIDAY, JULY 18, 2025

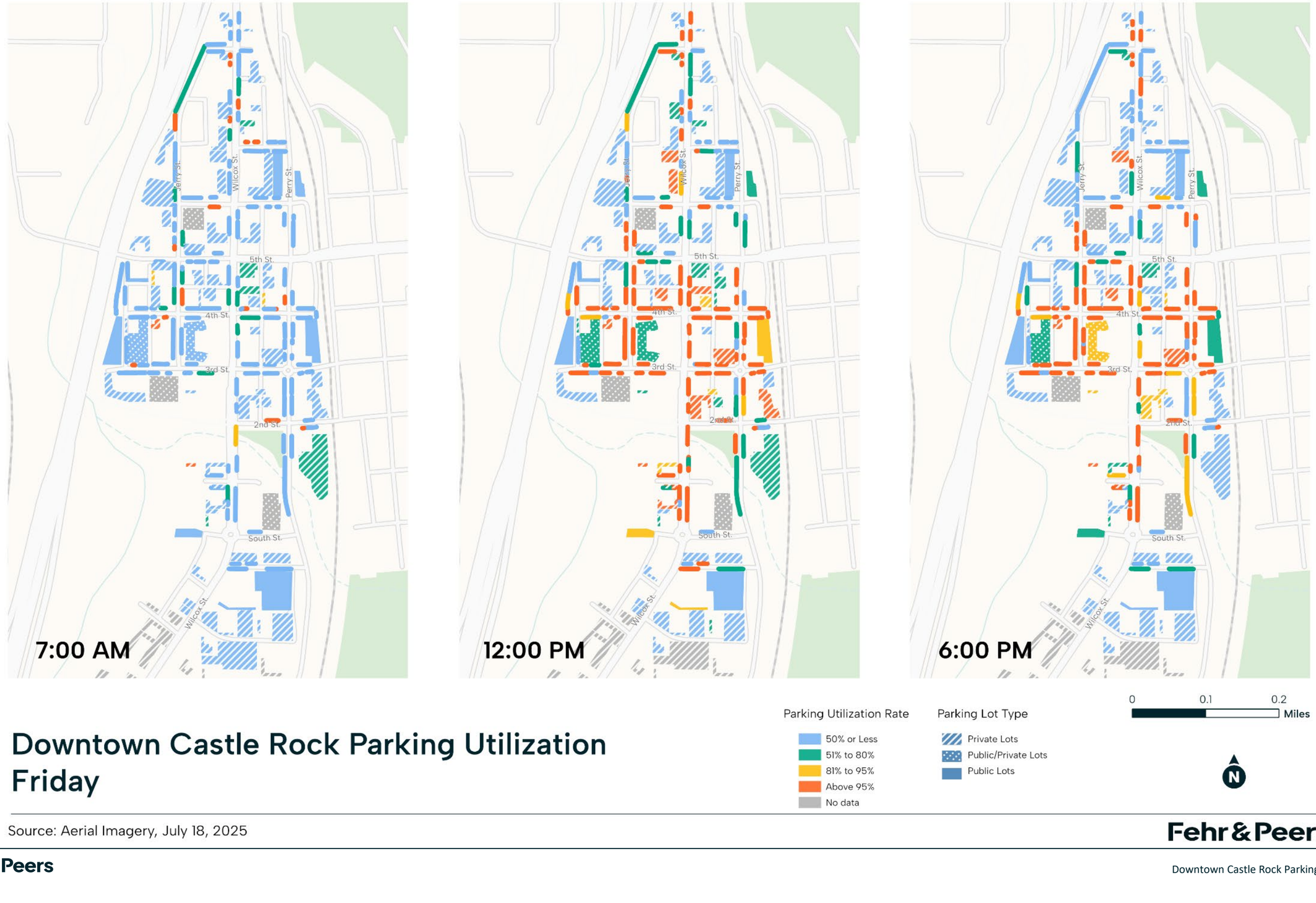
Figure 12 shows that conditions on Friday, July 18 align closely with StreetLight data patterns, which reveal peaks around midday (12 PM) and evening (after 5:00 PM).

- Morning (7 AM): Occupancy across facilities is low, generally ≤50%, meaning parking is readily available close to destinations.
- Midday (12 PM): Demand increases, with on-street spaces between 5th Street and South Street approaching capacity. Off-street lots remain below 95%, but a few off-street areas reach the "sweet spot" range (51–80%) with the lot between 3rd Street and 4th Street east of Perry Street over 80%.
- Evening (6 PM): Street parking in the core again approaches full occupancy, creating perceived scarcity. Garages, however, remain under 60% full, suggesting available capacity not being used.

Parking Garage Utilization (collected with stationary cameras and manual counts):

- Encore Garage: 31% (7 AM), 58% (12 PM), 50% (6 PM) – includes only public spaces.
- County Garage: 33% (7 AM), 48% (12 PM), 44% (6 PM).

Figure 12. Friday 7/18/2025 Parking Utilization



Downtown Castle Rock Parking Utilization
Friday

Source: Aerial Imagery, July 18, 2025

FRIDAY, SEPTEMBER 26, 2025

Aerial imagery collected on Friday, September 26, 2025, captured a representative weekday with normal activity levels and improved data granularity within garage facilities (**Figure 14**). The analysis confirmed Friday as a peak parking day, with midday and evening showing the highest utilization.

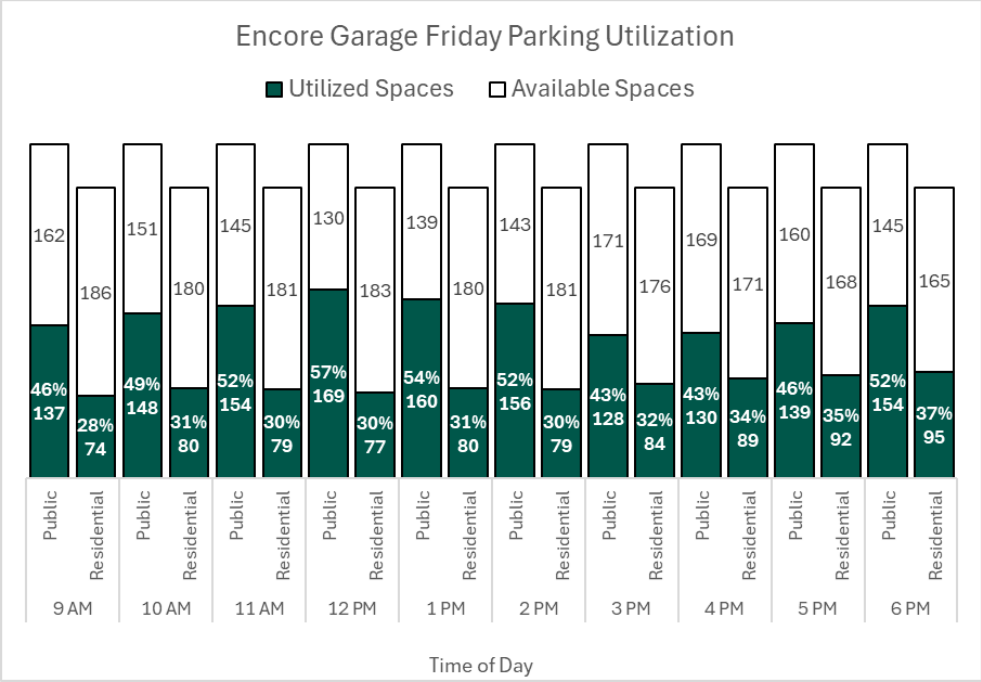
- Morning (7 AM): Parking occupancy was low (≤50%) across most facilities, with high availability throughout the core and peripheral areas.
- Midday (12 PM): On-street parking between 5th Street and South Street reached 81–95% occupancy, consistent with prior observations. Off-street lots near Wilcox and Perry Streets operated in the 51–80% range, while garages remained below 70%.
- Evening (6 PM): Street parking near restaurants and entertainment venues remained highly utilized (81–95%), while peripheral and garage facilities continued to show excess capacity, particularly north of 5th Street.

Parking Garage Utilization (**Figure 13**):

- Encore Garage (Public): 43% (4 PM) to a peak of 57% (12 PM).
- Encore Garage (Residential): 28% (9 AM) to 37% (6 PM).
- County Garage: Estimated at 40–55% across all periods (field observations not collected on this date).

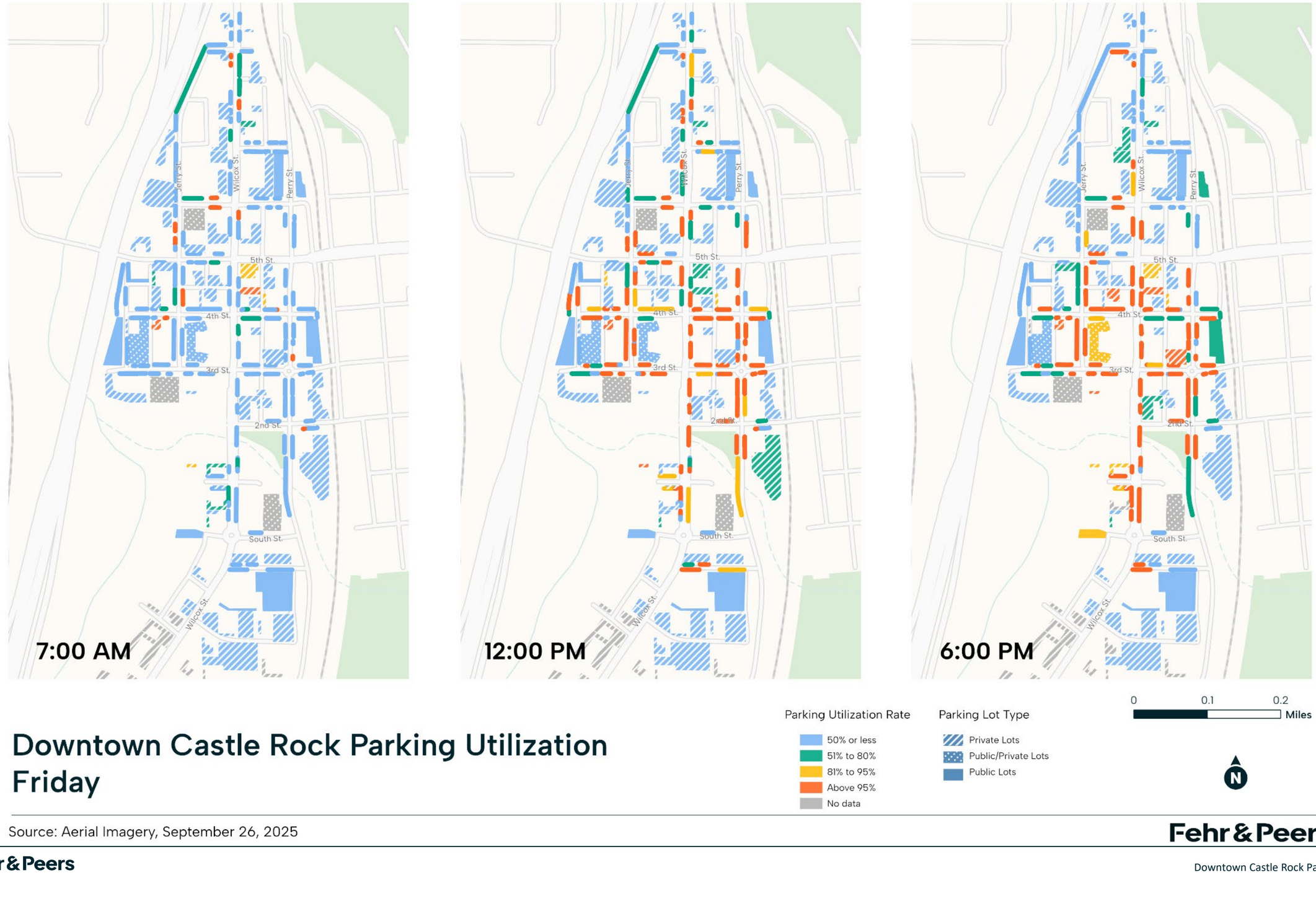
Public and residential spaces were measured and reported separately, as the privately owned residential spaces are not available for public parking. These findings indicate that both public and residential parking areas within the Encore Garage operated well below capacity even during peak demand, supporting the conclusion that existing structured facilities can accommodate additional users with improved wayfinding and access.

Figure 13: Encore Garage Friday Parking Utilization



Source: Field collected on Friday, September 26, 2026, Fehr & Peers.

Figure 14. Friday 9/26/2025 Parking Utilization



Source: Aerial Imagery, September 26, 2025

Table 4. Comparison of Friday Data Collections

Category	Friday, July 18, 2025	Friday, September 26, 2025	Key Takeaways
Purpose	Initial data collection to measure baseline parking utilization.	Follow-up with more granular garage-level data with separated residential and public parking activity.	Second collection refined analysis and confirmed observed trends.
Peak Periods	Midday and evening (12 PM and after 5 PM).	Midday and evening (consistent with July).	Friday remains the busiest day of the week.
On-Street Parking	81–95% occupancy between 5th and South Streets.	81–95% occupancy between 5th and South Streets.	High curbside demand consistent across both periods.
Off-Street Parking	Typically 51–80% full, no lots over 95%.	Similar pattern; slightly higher utilization in central blocks.	Demand stable, showing efficient turnover.
Garage Utilization	Encore: 31–58%; County: 33–48%.	Encore (public): 43–57%; Encore (residential): 28–37%; County: 40–55%.	Both garages operate well below capacity.
Data Enhancement	Did not separate residential vs. public parking.	Added garage-use segmentation for detailed insight.	New data supports future management of garage allocations.
Overall Findings	Ample parking supply; garages underused, on-street constrained.	Consistent results; refined detail supports same conclusion.	Confirms recurring trend of excess structured capacity and high on-street use.

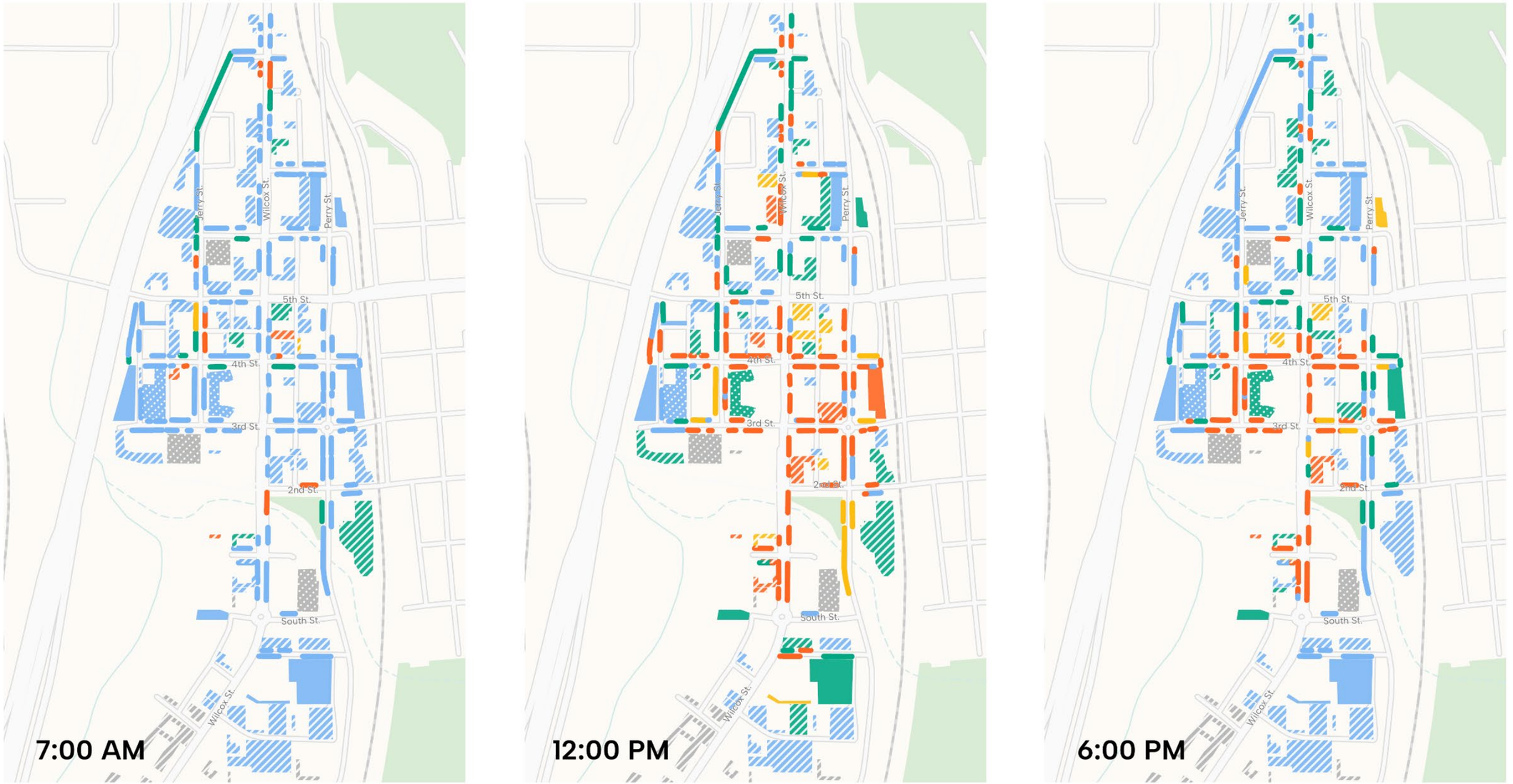
Source: Town of Castle Rock aerials, field data collection, Fehr & Peers.

Tuesday Parking Utilization

Based on the big data evaluation, weekdays in Castle Rock have similar patterns, and Tuesday, August 12 was selected as a representative typical day in Downtown Castle Rock. Tuesday patterns mirror Friday, though slightly lighter in the evening (**Figure 15**).

- Morning (7 AM): Utilization is low across all facilities, ≤50%, with convenient parking near destinations.
- Midday (12 PM): Similar to Friday, demand peaks, with the public lot between 3rd Street and 4th Street east of Perry Street fully occupied and on-street parking in the 5th–South Street corridor near capacity. Other lots and garages remain below 80%, in the "sweet spot" zone.
- Evening (6 PM): Street spaces remain tight, but garages and most lots are under 50% utilization.

Figure 15. Tuesday Parking Utilization (Aerial)



Downtown Castle Rock Parking Utilization Tuesday

Source: Aerial Imagery, August 12, 2025

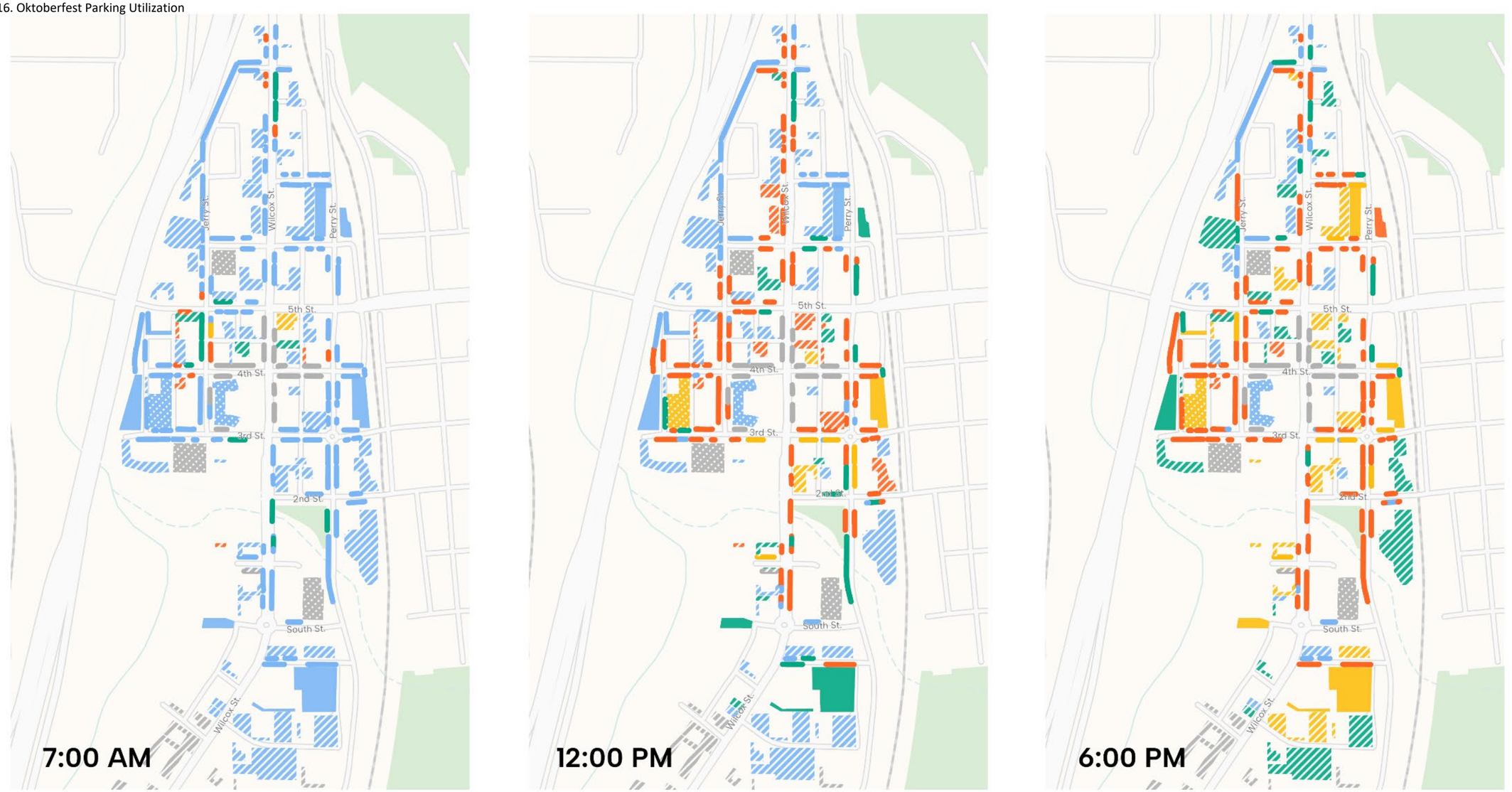
Event-Day Parking Conditions: Oktoberfest (Aerial Imagery)

Downtown Castle Rock has many special event days throughout the year that bring a high number of visitors to the area. It is important to understand parking patterns for these events, as some parking policies can be oriented and applicable only during larger special events. **Figure 16** illustrates parking conditions during the Oktoberfest event held on Saturday, September 20, 2025, which generally aligned with trends observed on other study days—showing peak occupancy around midday (12:00 PM) and again in the evening (after 5:00 PM). However, the event generated significantly elevated demand, expanding the area of perceived full parking across the Downtown core.

- Morning (7 AM): Occupancy levels were low (≤50%), indicating ample availability near destinations. Demand was limited to early business activity and vendor setup, with sufficient capacity across public and private lots.
- Midday (12 PM): Demand surged, with on-street spaces between 5th Street and South Street exceeding 95% occupancy, signaling full conditions. Several off-street lots reached the "sweet spot" range of 51–80%, while others in central and southern Downtown approached or exceeded 81–95% occupancy. Peripheral lots and garages remained underutilized, likely due to limited wayfinding and public awareness of available capacity.
- Evening (6 PM): Street parking remained heavily constrained, with most blocks near festival activities exceeding 95% occupancy. Off-street facilities north of 5th Street maintained moderate occupancy (51–80%).

These findings confirm that special events like Oktoberfest push Downtown parking near full capacity, particularly for on-street spaces within the festival core. Peripheral lots maintained available space, underscoring the need for enhanced event-day wayfinding, real-time parking availability information, and potential shuttle services to better distribute parking demand across facilities.

Figure 16. Oktoberfest Parking Utilization



Source: Aerial Imagery, September 20, 2025

License Plate Reader (LPR) Utilization Trends

LPR surveys provide repeated observations throughout the day and offer valuable insight into how parking demand changes hour by hour. Although LPR-based occupancy counts are sometimes slightly lower than aerial imagery counts because some license plates are not captured during each pass, the overall utilization patterns from both sources align closely.

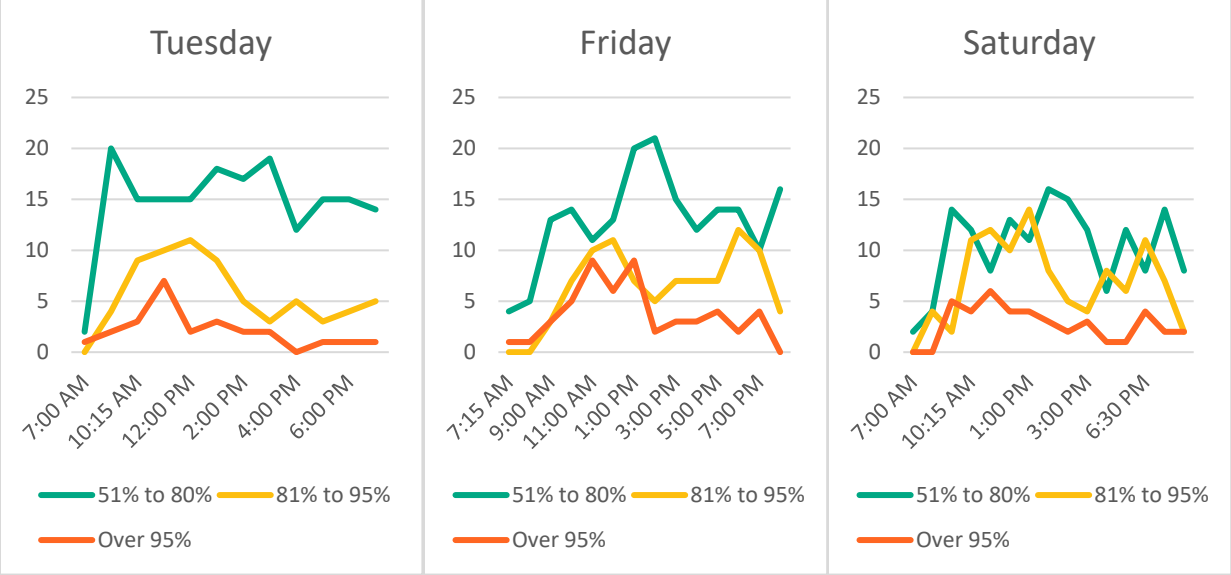
Utilization was highest in the Downtown core, with parking availability improving further from Castle Rock's municipal buildings. Notably, parallel parking on Second Street between Perry and Wilcox consistently exceeded 95% occupancy during all three time periods on Tuesday, during 7 AM and 6 PM on Friday, and at 6 PM on Saturday. Additionally, midday peaks revealed constrained availability along Perry and Wilcox Streets, indicating these corridors experience heightened demand during business and event hours. These findings reinforce the importance of targeted curbside management and strategic wayfinding to optimize parking availability in high-demand zones.

Thanks to the continuous data collected during the LPR surveys, the study was able to track hourly parking utilization trends across each survey day. **Figure 17** illustrates how occupancy levels fluctuated throughout the day on Tuesday, Friday, and Saturday.

Across all three days, parking utilization increased steadily through the morning, peaking around midday. On Tuesday and Friday, occupancy rates above 95% declined in the early afternoon, indicating a temporary easing of demand. On Saturday, however, utilization experienced a second peak around 6:30 PM, likely driven by evening activities and dining demand.

Similarly, occupancy rates in the 81–90% range showed dual peaks—one at midday and another in the early evening—on both Friday and Saturday, reinforcing the pattern of sustained demand during business hours and event periods.

Figure 17. Number of Locations with Parking Utilization above 50% over Time



Source: License Plate Survey, Fehr & Peers.

Figure 18. Tuesday Parking Utilization, LPR Data

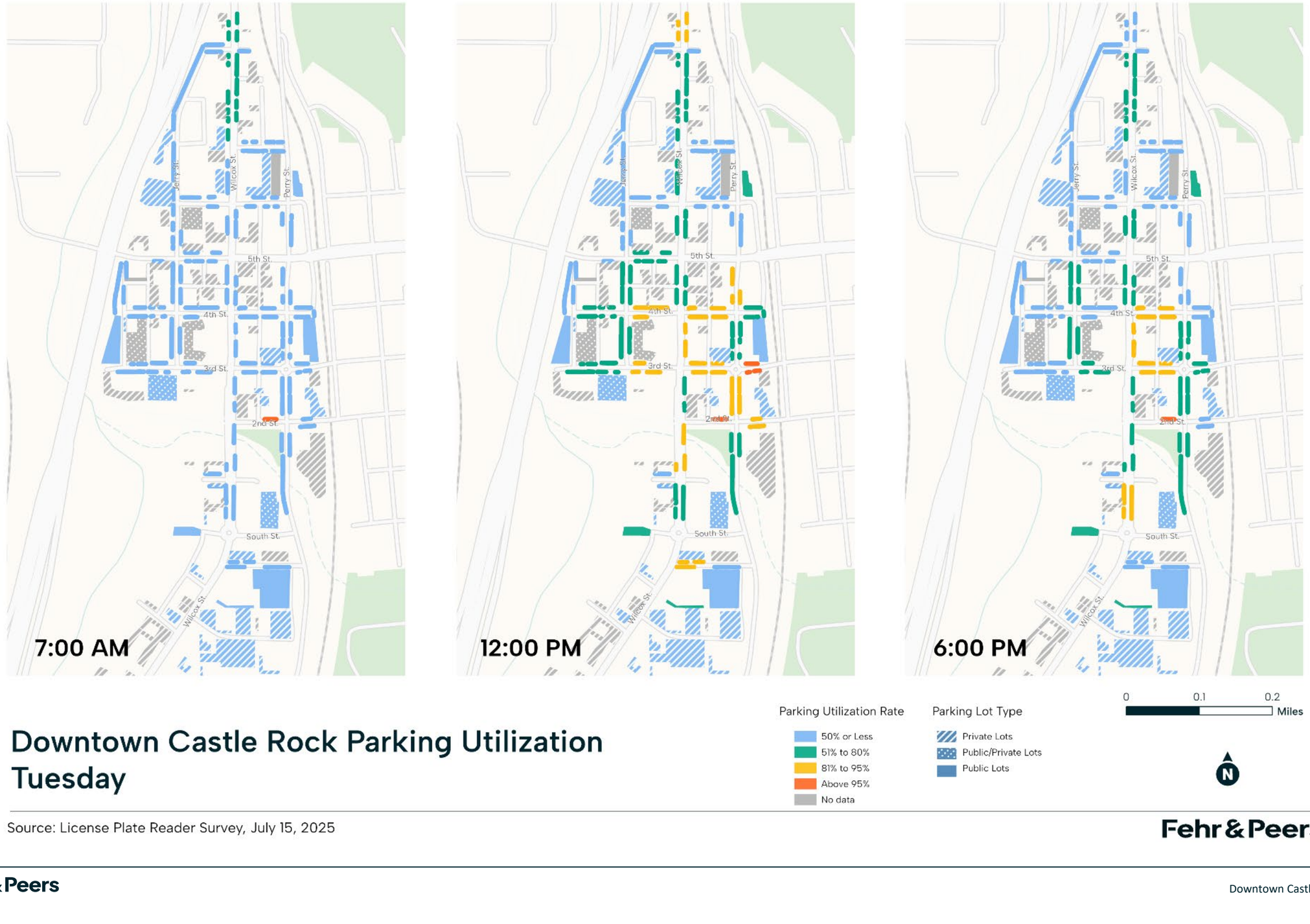
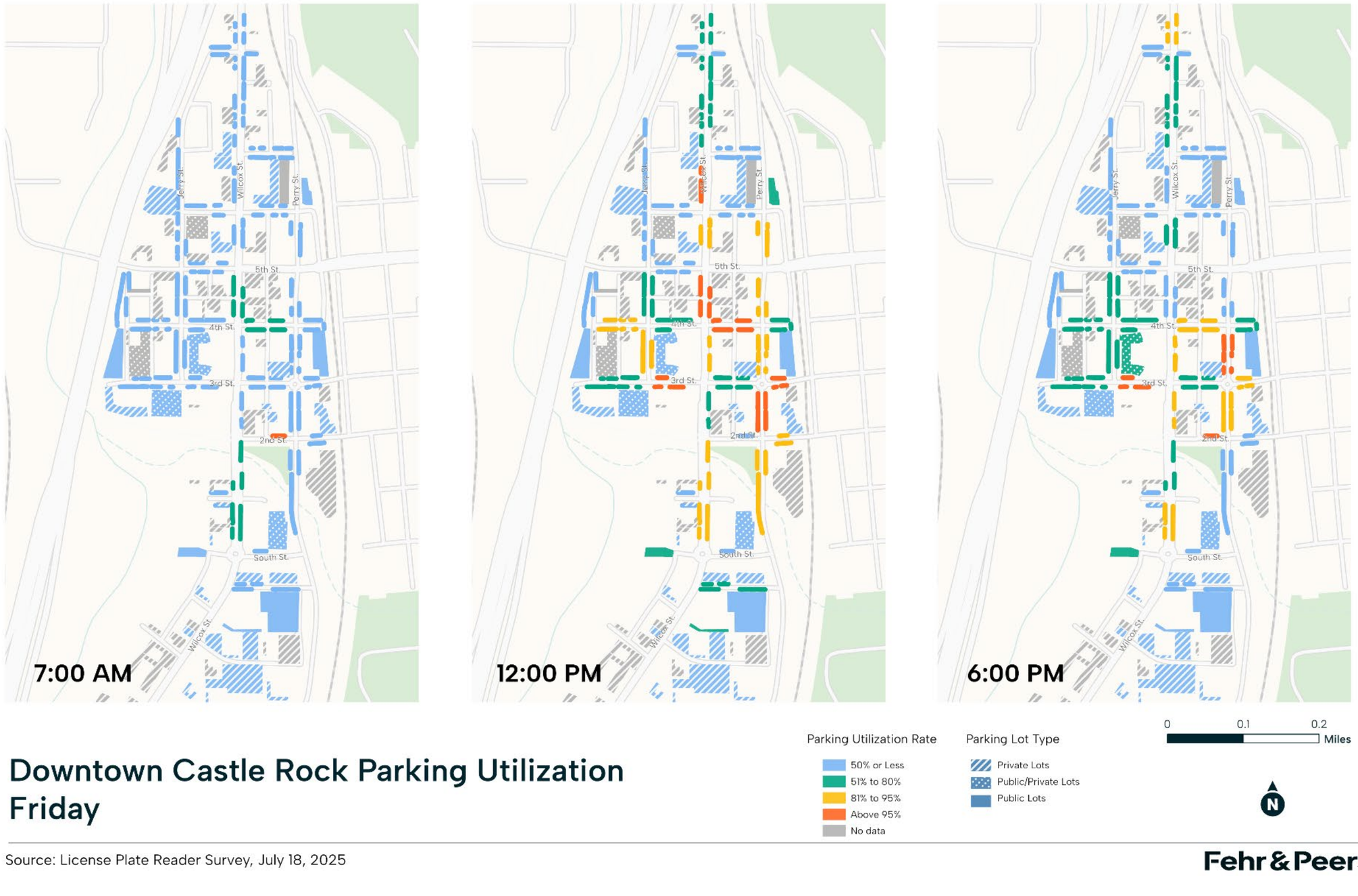
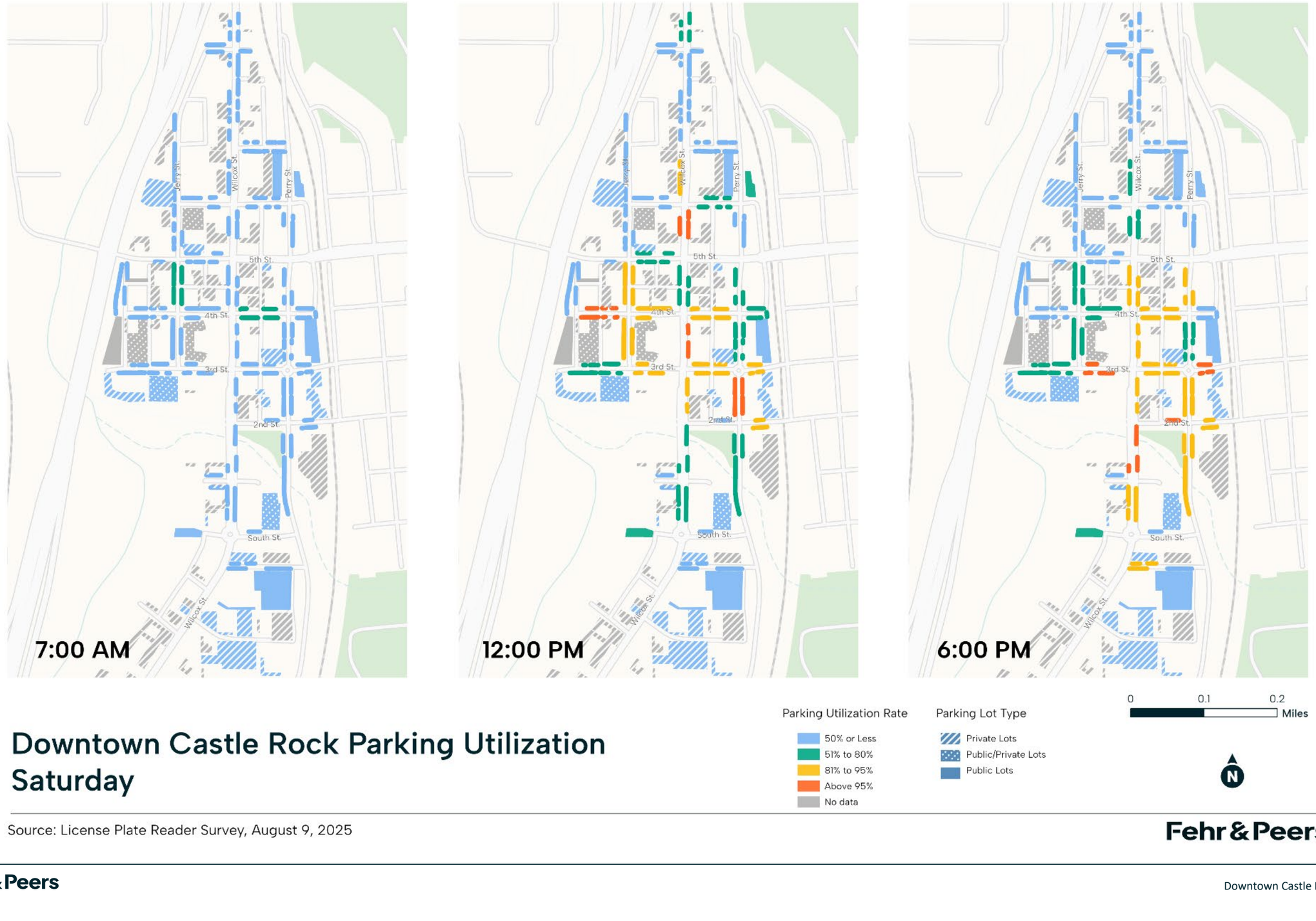


Figure 19. Friday Parking Utilization, LPR Data



Source: License Plate Reader Survey, July 18, 2025

Figure 20. Saturday Parking Utilization, LPR Data



Parking Duration

Parking duration analysis helps the Town understand how long vehicles occupy Downtown parking spaces, where long stays limit turnover, and how closely drivers follow posted time restrictions. This study measured parking duration using the same LPR survey data collected for utilization analysis. The results reveal clear patterns of long-term parking in high-demand curbside areas, frequent overstays in restricted zones, and differences in behavior across weekdays and weekends.

Methodology

LPR surveys were conducted on three representative days: Tuesday, July 15; Friday, July 18; and Saturday, August 9. Survey vehicles equipped with license plate recognition cameras traveled predefined routes around Downtown from 7 AM to 9 PM. Each route was repeated every 45 to 60 minutes, providing continuous observations throughout the day. This repeated-pass approach captures both short stays and long-term parking behavior on the same block.

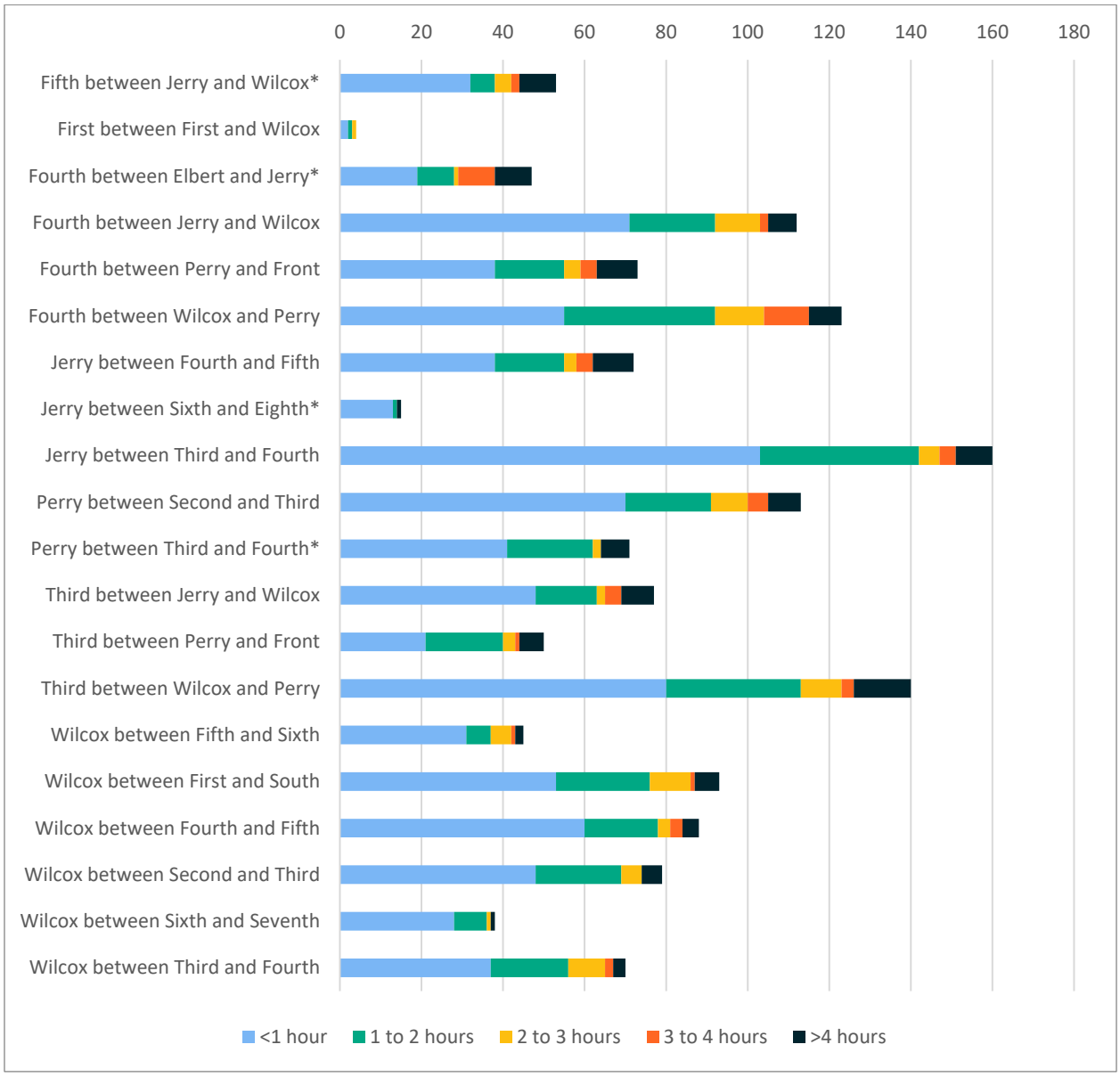
License plates recorded twice within a 20-minute window and not observed again were excluded because they were likely moving vehicles rather than parked vehicles. The project team used a fuzzy matching approach that groups plates with minor variations (such as GBYBFL0 versus G8YBFL0) to address small inconsistencies caused by camera angle, lighting, or obstruction. Because LPR data points can vary slightly in their geolocation accuracy, individual observations were grouped at the block level to ensure that each plate was consistently assigned to the correct location.

Overall Duration Patterns

It was observed that vehicles frequently remained parked for more than two hours, even in areas where posted time limits restrict parking to shorter durations on Monday-Friday from 8 AM -5 PM. **Figure 21** and **Figure 22** illustrate the number of vehicles parked by duration in locations with two-hour parking limits. **Figure 23** illustrates parking durations on a Saturday, when time restrictions were not in place.

While the majority of vehicles complied with the posted time restrictions, the data consistently identified violations at every location on each survey day. **Figure 24** and **Figure 25** show just those cars parked for longer than 2 hours between 8 AM and 5 PM. These findings suggest that enforcement and turnover may be inconsistent in certain areas, potentially impacting availability and equitable access to high-demand curbside spaces.

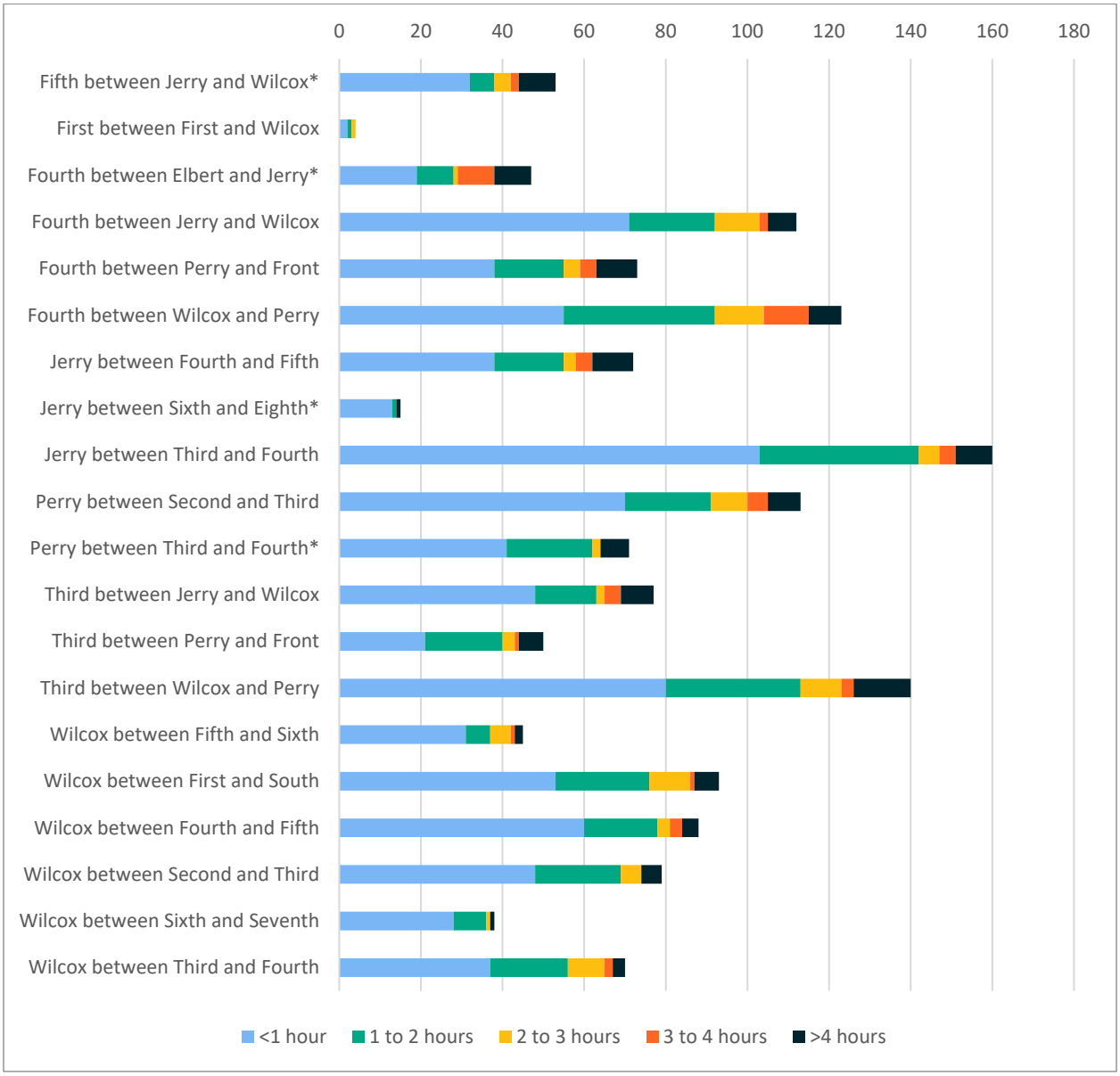
Figure 21. Number of Cars Parked by Duration where Parking is Restricted to 2 Hours, Tuesday July 15



* Most parking spaces within these analysis zones are signed with a two-hour time restriction; however, several blocks include unrestricted spaces. These unrestricted areas include 4 spaces on the north side of 5th Street between Jerry Street and Wilcox Street, 12 spaces on 4th Street between Elbert Street and Jerry Street, 14 spaces on Jerry Street between 6th Street and 8th Street, and 3 spaces on the west side of Perry Street between 3rd Street and 4th Street. As a result, some longer observed parking durations in these locations may reflect allowable use rather than non-compliance.

Source: License Plate Survey, Fehr & Peers.

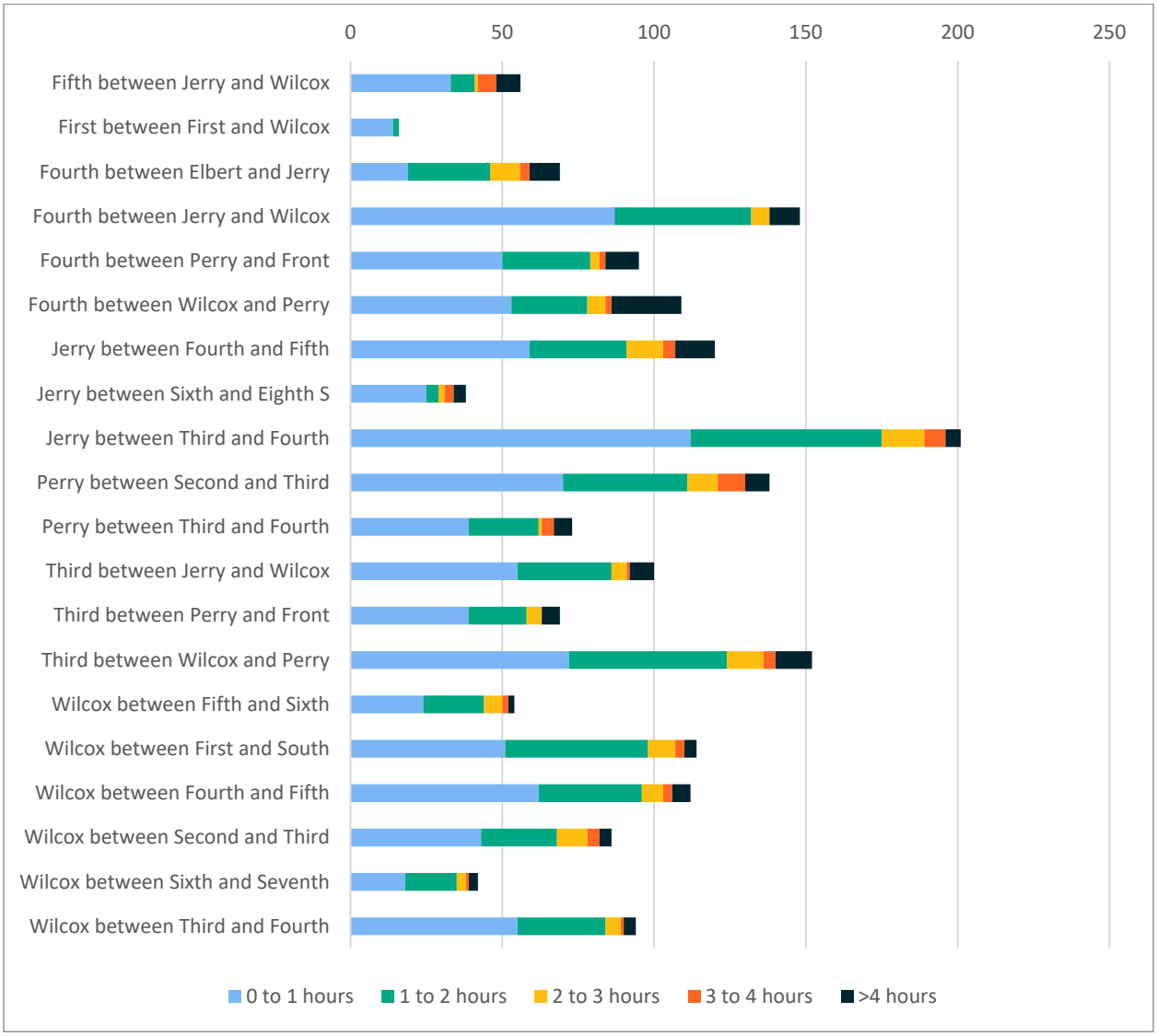
Figure 22. Number of Cars Parked by Duration where Parking is Restricted to 2 Hours, Friday July 18



* Most parking spaces within these analysis zones are signed with a two-hour time restriction; however, several blocks include unrestricted spaces. These unrestricted areas include 4 spaces on the north side of 5th Street between Jerry Street and Wilcox Street, 12 spaces on 4th Street between Elbert Street and Jerry Street, 14 spaces on Jerry Street between 6th Street and 8th Street, and 3 spaces on the west side of Perry Street between 3rd Street and 4th Street. As a result, some longer observed parking durations in these locations may reflect allowable use rather than non-compliance.

Source: License Plate Survey, Fehr & Peers.

Figure 23. Number of Cars Parked by Duration in Locations with Weekday Time Limits, Saturday August 9



Source: License Plate Survey, Fehr & Peers.

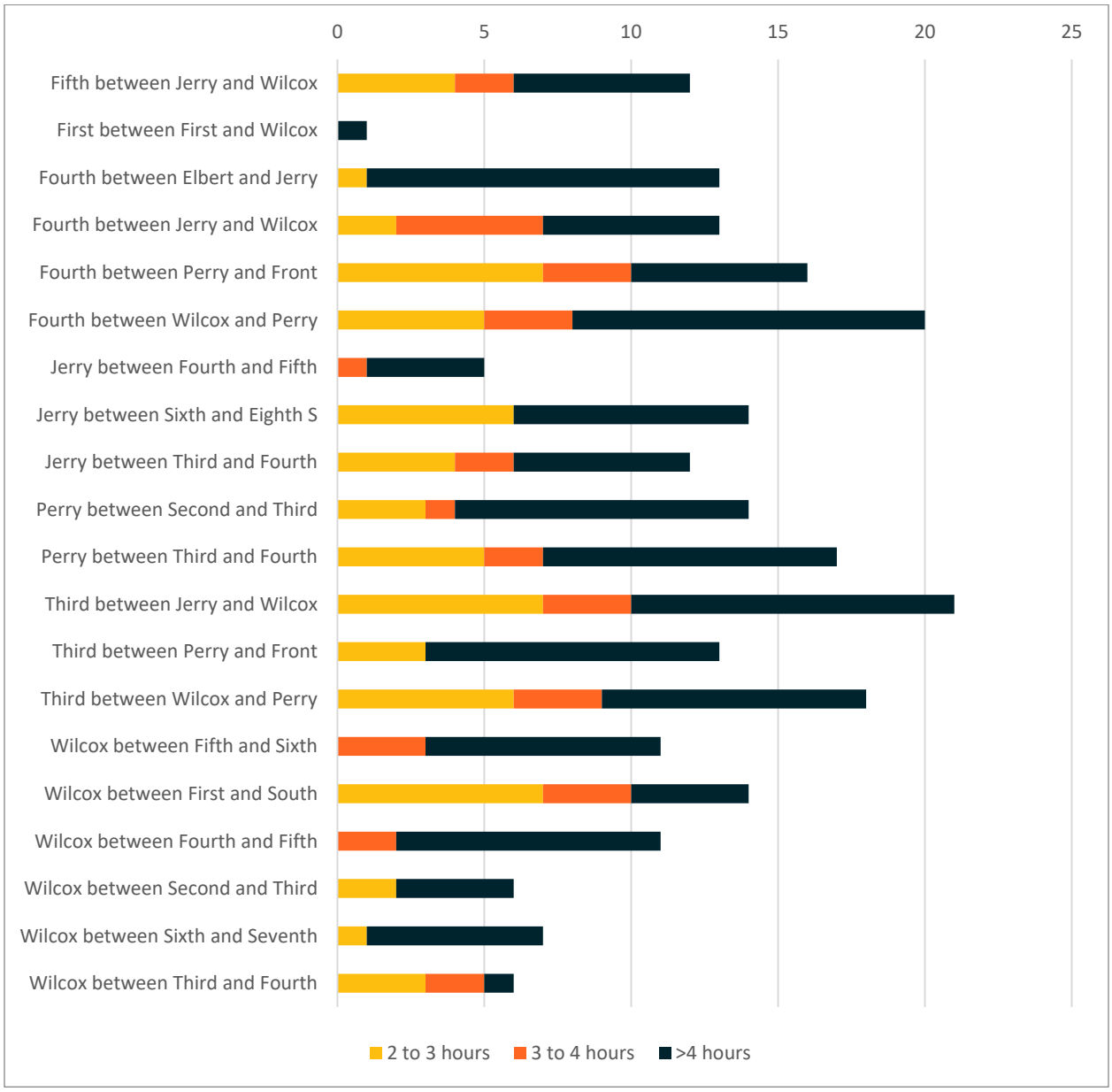
All locations listed do not have time restrictions on Saturday. The purpose of including this duration data is to compare with weekday patterns to see if parking duration is different when time restrictions are not in place.

Figure 24. Number of Cars Parked in Excess of 2 Hours between 8 AM and 5 PM, Tuesday July 15



Source: License Plate Survey, Fehr & Peers.

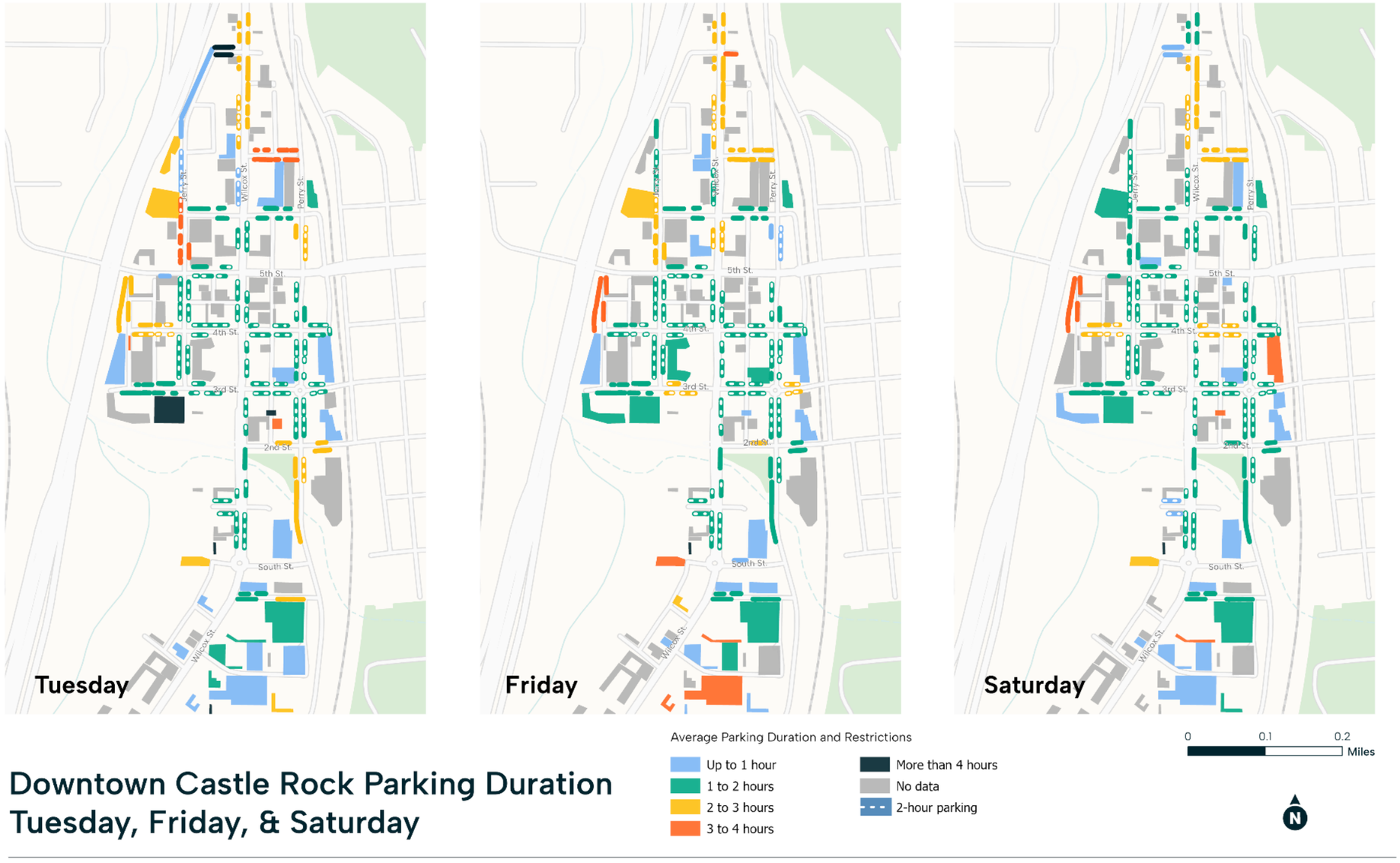
Figure 25. Number of Cars Parked in Excess of 2 Hours between 8 AM and 5 PM, Friday July 18



Source: License Plate Survey, Fehr & Peers.

Figure 26 maps average parking duration at all locations on all three LPR survey days. Average parking durations are generally longest north of 5th Street and along Elbert. During the Tuesday survey, durations were also longer (over 4 hours) in the Douglas County Parking Garage employee parking lot, consistent with workers coming into Downtown from farther away and parking for the full workday. On Friday, the parking lots in commercial areas off Wilcox south of Downtown had relatively long parking durations, with the average car parked for three to four hours. Due to the limited geographical accuracy of the LPR data, points were assigned to the nearest block rather than block-face. In most cases, parking restrictions are the same on both sides of the street. On Wilcox between 7th and 8th, parking is restricted to two hours on the west side only. The data aggregation used in this analysis likely overstates the parking violation issues at this location.

Figure 26. Average Parking Duration



Downtown Castle Rock Parking Duration
Tuesday, Friday, & Saturday

Source: License Plate Reader Survey, July 15 & 18 and August 9, 2025

Fehr & Peers

Table 5 provides a more detailed breakdown of vehicles exceeding two-hour parking limits across all LPR survey days, and **Table 6** shows only number of vehicles during time restricted parking . The data shows that well over 100 vehicles were parked for more than four hours in time restricted areas on each day of data collection. These extended durations suggest recurring non-compliance and highlight the need for improved enforcement strategies to support turnover and equitable access to high-demand curbside spaces.

Table 5: Number of Cars Parked Longer than Two Hours by Day and Duration

Parking Duration	Tuesday	Friday	Saturday (2 hour time limit not in place)
2 to 3 hours	91	98	102
3 to 4 hours	56	83	59
More than 4 hours	127	149	139
Total	274	330	300

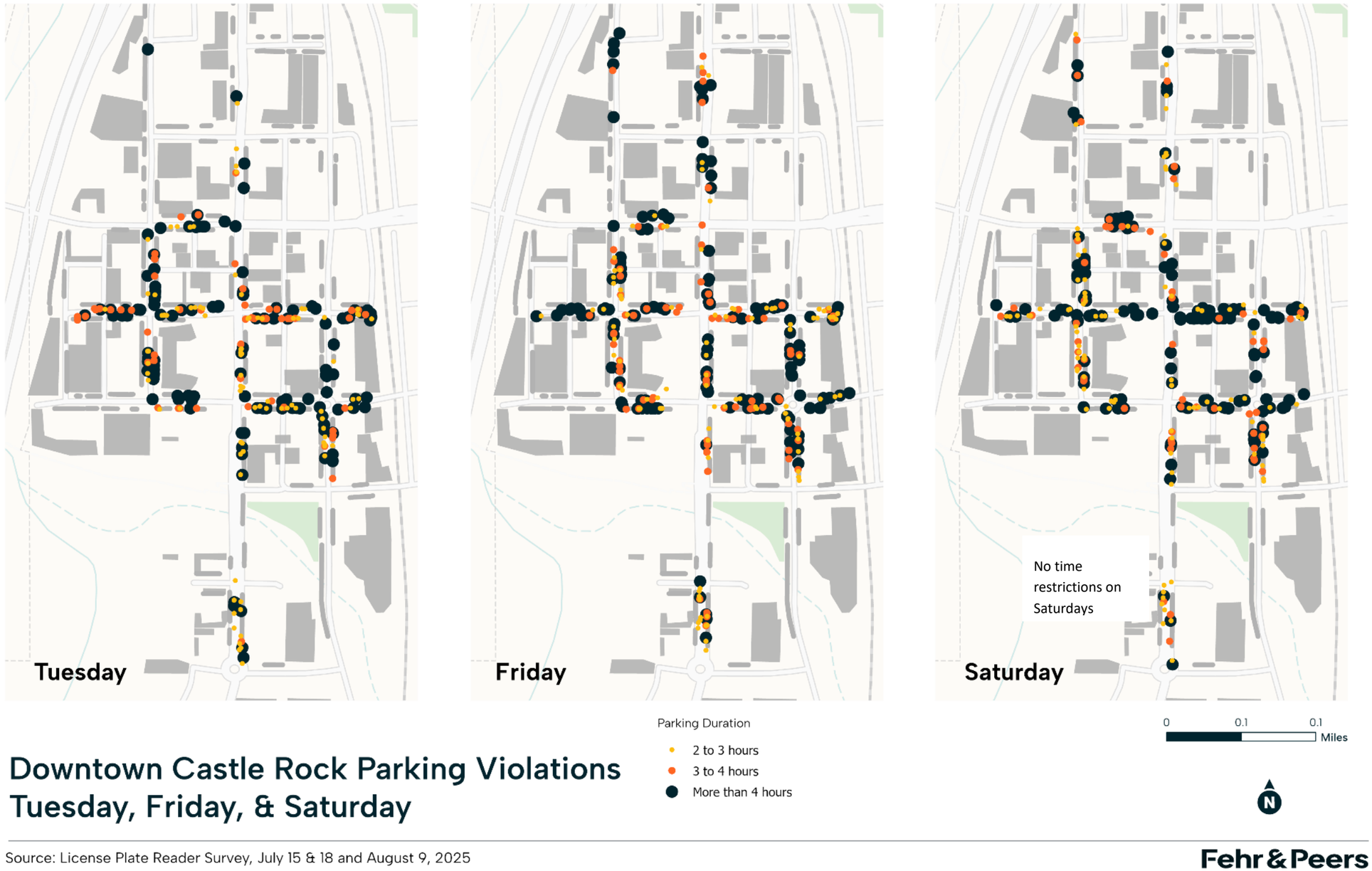
Source: License Plate Survey, Fehr & Peers.

Table 6. Number of Cars Parked Longer than Two Hours between 8 AM and 5 PM

Parking Duration	Tuesday	Friday
2 to 3 hours	67	66
3 to 4 hours	37	35
More than 4 hours	117	143
Total	221	244

Figure 27 maps vehicles parked for durations exceeding the posted two-hour limit. While parking durations varied across days and locations, the data revealed that Fourth Street on Saturday had the highest concentration of vehicles parked for more than four hours. This pattern suggests that extended parking stays are more common in this area during weekend activity peaks while parking time limit restrictions are not in place, potentially impacting turnover and availability in high-demand zones.

Figure 27. Parking Duration of Cars Parked Longer than 2 Hours



Parking Citation Data

Parking citation records from 2021 through mid-2025 (**Table 7**) provide insight into compliance and enforcement. A total of 2,567 citations were recorded, with 78% occurring Downtown. Of these, 98% were time-limit violations, primarily overstays in 2-hour zones. Repeat offenders represented 54% of Downtown citations, with some individuals receiving more than 30 violations.

Table 7. Parking Citations by Year

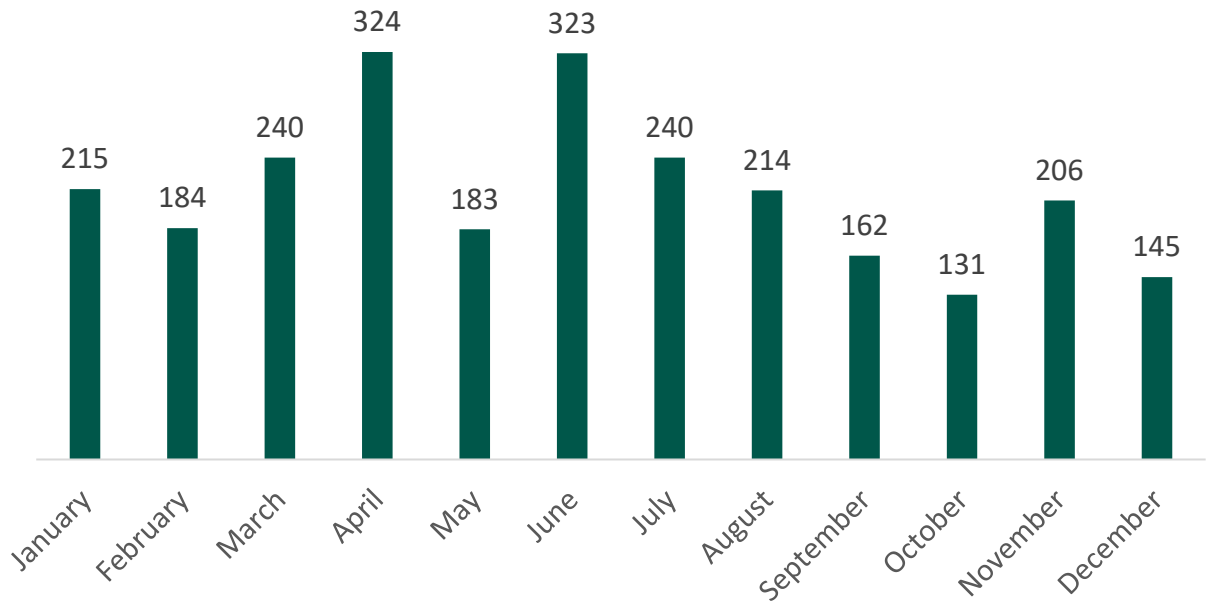
Year	Citations
2021	247
2022	648
2023	105*
2024	994
2025 (Jan–Jun)	573

*Downtown Liaison Officer position was not fully staffed during 2023 resulting in fewer citations
Source: Town of Castle Rock.

Citations by Month

As shown in **Figure 28**, the number of citations varies throughout the year. The highest citation counts occur in April and June, while other months show moderate to lower citation activity, suggesting a cyclical pattern in demand and enforcement needs.

Figure 28. Parking Citations by Month

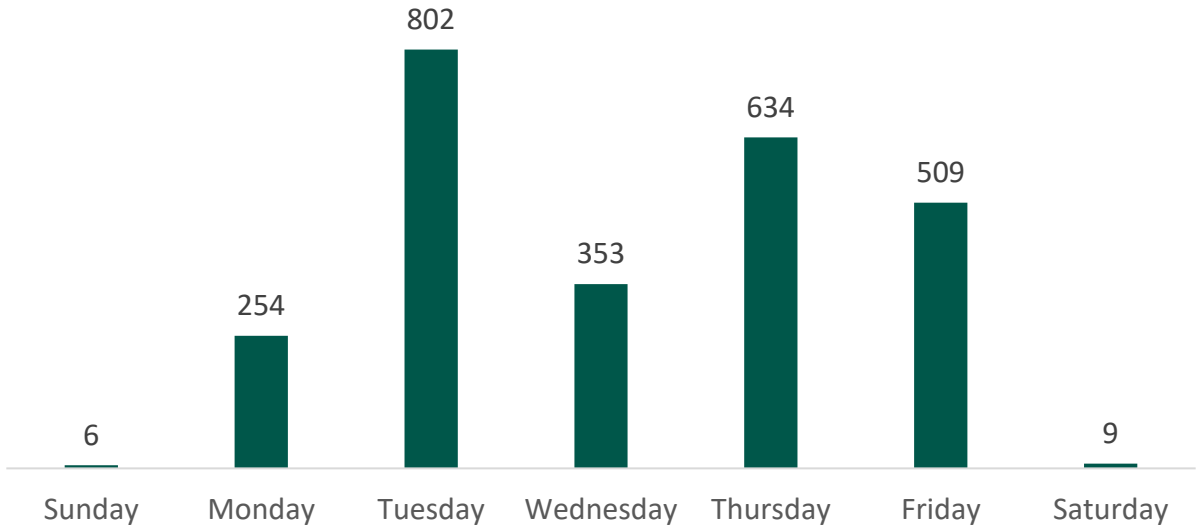


Source: Town of Castle Rock.

Citations by Day of Week

Figure 29 shows citations by day of the week. Tuesday consistently has the most citations, while Saturday and Sunday have the least. This difference reflects the fact that time-limited parking is not enforced on weekends, resulting in very few citations being issued.

Figure 29.Parking Citations by Day



Source: Town of Castle Rock.

Location of Parking Violations

The violations that were recorded highlight clear geographic patterns in Downtown (**Figure 30**):

- **Two-Hour Parking Violations:** Concentrated on 4th Street and 3rd Street between Wilcox and Perry Streets, as well as on Wilcox Street near Town Hall. Additional clusters appeared on the west side of Jerry Street between 5th and 3rd Streets.
- **ADA Parking Violations:** Highly clustered, with 21 out of 49 violations (43%) at a single ADA space at 15 N. Wilcox Street. This could indicate confusion about ADA regulations at this space, or possibly misuse as a loading area.

Figure 30 Citation Locations



Source: Town of Castle Rock, Fehr & Peers.

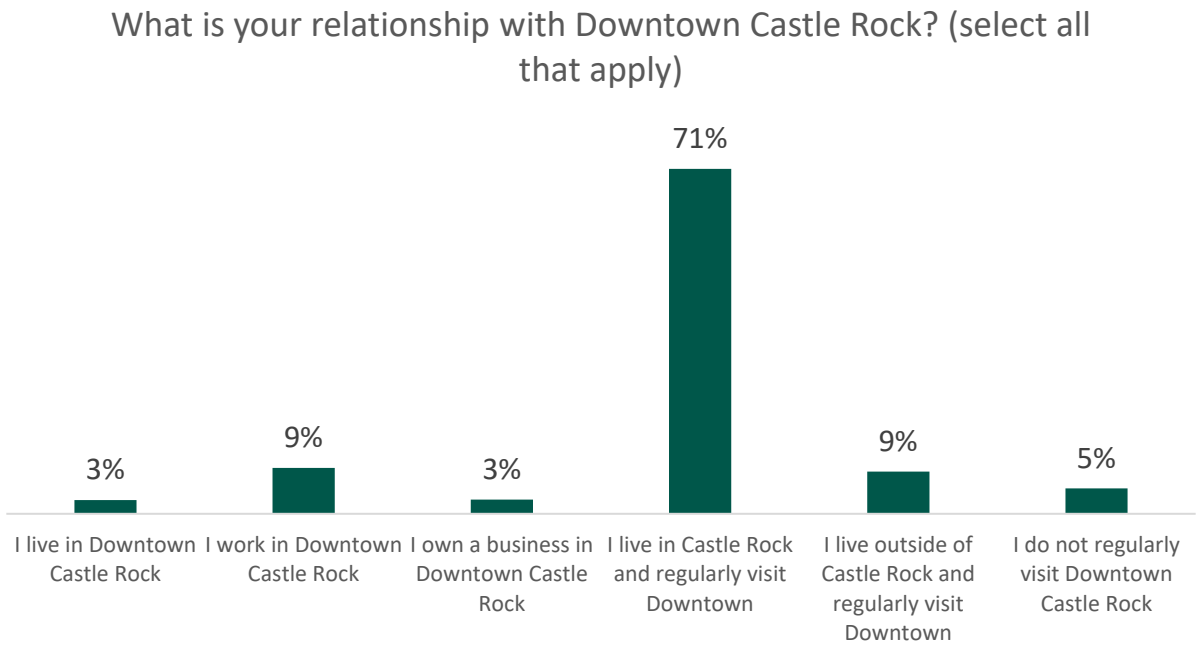
Public Outreach and Stakeholder Engagement

Public outreach and stakeholder engagement were essential components of this study. The goal of the engagement process was to build a clear understanding of how Downtown's parking system functions from the perspective of those who use it every day, while incorporating the insights of residents, employees, business owners, and institutional partners. To achieve this, the outreach program included two online questionnaires, an interactive mapping tool, in-person intercept surveys, and multiple stakeholder discussions. Together, these methods produced a comprehensive and balanced picture of user experiences and community expectations.

Online Questionnaire #1

The first online questionnaire was open from July 24 to August 22, 2025. It collected 702 responses and received 115 location-specific comments through a linked Social Pinpoint map tool. The questionnaire targeted users of Downtown Castle Rock, including residents, employees, business owners, and regional visitors (**Figure 31**).

Figure 31. Demographic of Respondents



Key observations from questionnaire #1 include:

- More than 70% of respondents visit Downtown Castle Rock at least weekly.
    - Dining (34%), Community Events (25%), and Shopping (25%) are the top three reasons for visiting the Downtown area.
- 97% of respondents drive a personal vehicle Downtown.
- Most planned to park for 1–2 hours (51%) or 2–4 hours (31%).
- 75% report finding parking within 10 minutes, but frustration increases during midday and evening peaks.

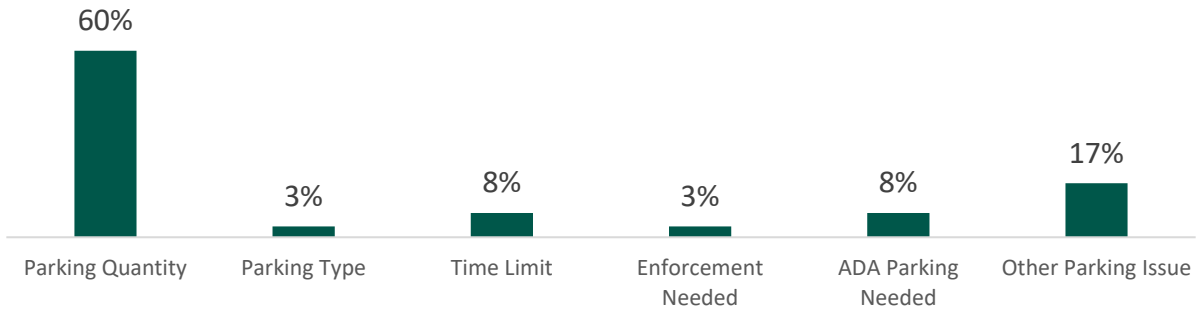
Map Comments

The Social Pinpoint map tool collected 115 contributions from 67 participants between August 1–21, 2025. Participants were able to drop location-specific comments and vote on a digital map of Downtown Castle Rock.

Key themes from the map feedback include:

- Strong support for increasing parking supply across Downtown.
- Mixed opinions on parking time limits:
    - 22% preferred longer time limits,
    - 33% preferred shorter limits, and
    - 33% preferred no time limits.
- Comment clusters highlighted confusion around signage and access to parking garages.
- Multiple requests were made for additional ADA-accessible spaces and enhanced enforcement of parking restrictions.

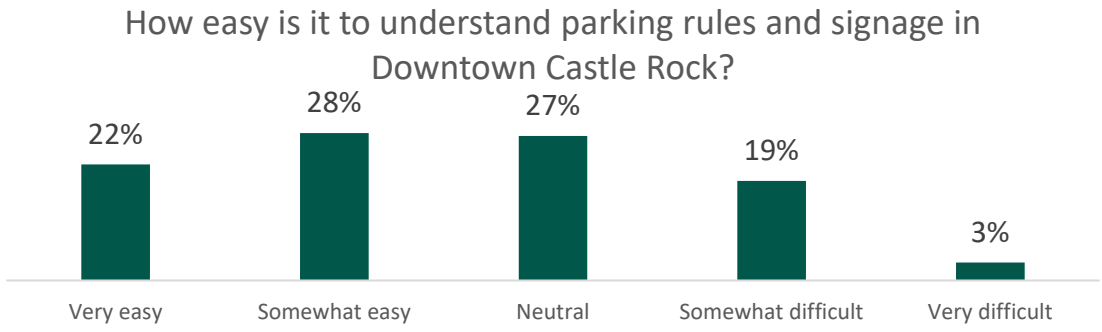
Figure 32. Map Comments Category



Perceptions of Parking Rules and Signage

Respondents were asked about the clarity of existing parking regulations. Approximately 50% of participants found the signage clear or somewhat clear, while one in four respondents reported difficulty understanding the rules. This feedback highlights opportunities to improve the design, consistency, and placement of signs across Downtown.

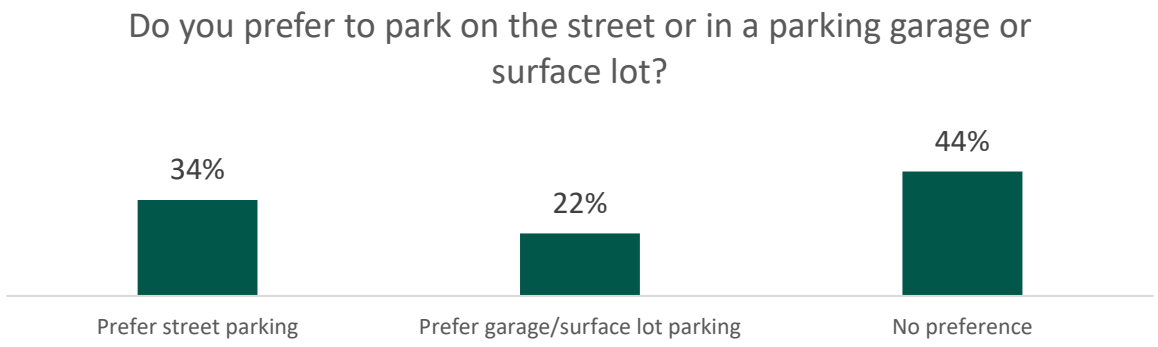
Figure 33. Online Respondents' Perception of Parking Rules and Signage



Parking Preference and Desired Improvements

Questionnaire respondents expressed mixed preferences regarding parking location in Downtown Castle Rock (**Figure 34**). The largest share—44%—indicated no preference between on-street and garage/lot parking. Meanwhile, 34% preferred on-street parking, and 22% favored garages or surface lots. These results suggest that while many users are flexible in their parking choices, a significant portion still values the convenience and visibility of on-street spaces.

Figure 34. Online Respondents' Preferred Parking Facility

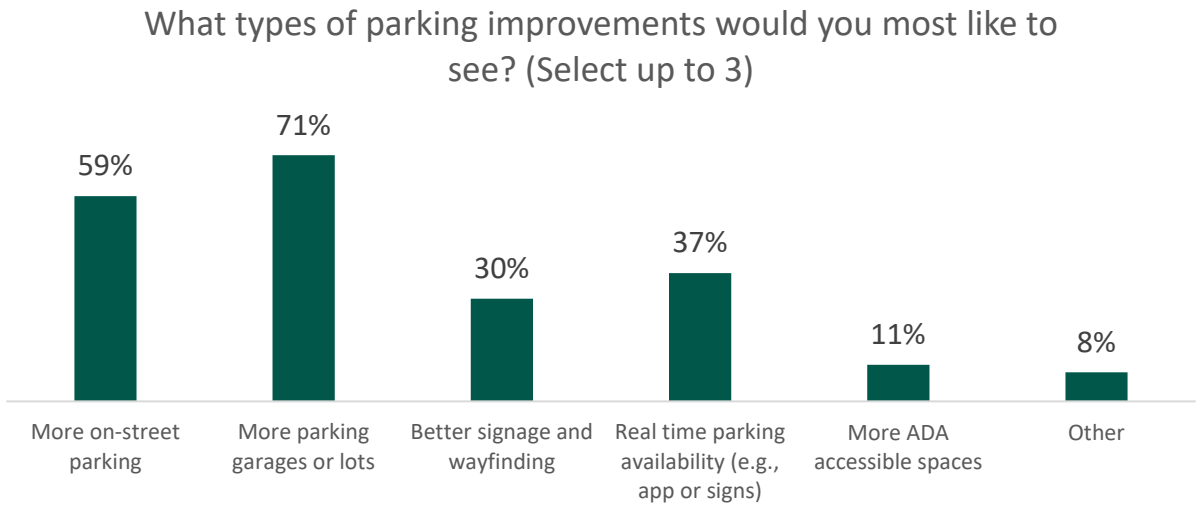


Questionnaire respondents were asked to identify ways to improve parking in Downtown Castle Rock. The top three priorities were:

- More garages and surface lots (71%)
- More on-street parking (59%)
- Real-time parking availability tools (37%)

Additionally, 30% of respondents emphasized the need for better signage and wayfinding, highlighting ongoing challenges with navigating and accessing available parking (**Figure 35**). These preferences underscore a strong community desire for both increased supply and improved information systems to enhance the overall parking experience.

Figure 35. Online Respondents' Desired Parking Improvements



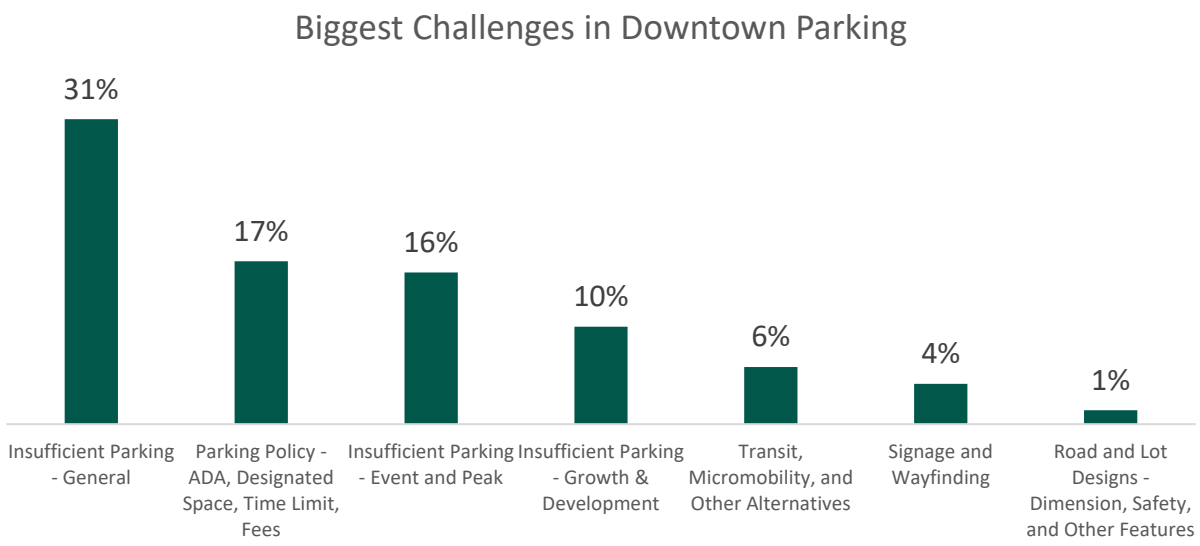
Questionnaire Comments

At the conclusion of the online questionnaire, respondents were invited to share open-ended feedback in two categories:

- Biggest Parking Challenges: Participants identified specific barriers affecting parking access, convenience, and fairness. Common themes included limited availability during peak hours, unclear signage, inconsistent enforcement of time limits, and difficulty locating garage entrances.
- Other Comments: Broader reflections addressed Downtown Castle Rock's growth, parking management strategies, and community priorities. Suggestions included expanding multimodal access, improving ADA accommodations, enhancing wayfinding, and balancing parking supply with walkability and placemaking goals.

These insights provided valuable context for interpreting quantitative questionnaire results and helped shape recommendations that reflect community values and lived experiences.

Figure 36. Biggest Challenges Identified by Respondents



More than 596 respondents (85%) provided their perspectives on the biggest parking challenges they faced in Downtown Castle Rock. When asked to share other comments, 247 respondents (35%) provided additional feedback, often reinforcing or expanding on the same concerns. The following trends summarize the themes that emerged across both sections:

- **Insufficient Parking (General)**
  A total of 31% of respondents cited a lack of parking near destinations, garages reaching capacity, and an overall mismatch between demand and available supply as the biggest challenge in Downtown Castle Rock. This concern was also echoed by 9% of respondents in the open comments section. Of those citing lack of available parking, some respondents described spending several minutes searching for a space and a few described ultimately leaving Downtown without stopping.
- **Parking Policy and Management: Designated Parking, Ticketing, and Pricing**
  About 17% of respondents identified parking policy and management as key issues. Comments spanned accessibility and ADA parking, private lot and employee management, and differing opinions on parking

fees. While some support pricing as a regulatory tool, others see it as burdensome and inconsistent with Downtown's community feel.

- **Accessibility & ADA Parking**
  Respondents—particularly elderly and mobility-impaired individuals—reported insufficient ADA spaces near businesses, unsafe walking distances, and inadequate lighting in garages and lots. Some described Downtown parking as inconvenient or inaccessible to those with limited mobility.
- **Employee Parking Conflicts**
  Numerous comments highlighted that Downtown workers occupy prime parking spaces for extended periods. Respondents urged the Town to establish designated employee parking areas or more strictly enforce time limits to maintain turnover for customers and visitors.
- **Private Lot or Ticketing Issues**
  A recurring frustration across responses was the confusion surrounding private parking validation systems, notably at Yolanda's and Dazbog lot. Many felt unfairly fined even after following posted instructions, undermining public trust in the current parking management approach in these privately owned lots.
- **Pricing & Paid Parking Resistance**
  While a portion of respondents viewed paid parking as a reasonable tool to manage demand, others strongly opposed it, perceiving it as anti-community and harmful to small businesses. Several emphasized that free parking remains an important aspect of Downtown's appeal.

- **Insufficient Parking (Event and Peak Hour)**
  Approximately 16% of respondents cited major event-related parking shortages—particularly during Starlighting, Boots & Brews, and weekend evenings—as a top challenge. An additional 3% mentioned this in open comments. Event-related street closures were described as limiting access, with several suggestions for remote parking and shuttle options.
- **Growth & Development Impacts**
  10% of respondents expressed concern that new residential and mixed-use developments are outpacing infrastructure capacity, with another 8% reinforcing this in open comments. Many linked overbuilding and the loss of surface lots to worsening congestion and reduced parking availability.
- **Transportation Alternatives**
  Roughly 6% of respondents identified limited non-driving options as a challenge, echoed by 3% in open comments. Suggestions included shuttles, trolleys, and enhanced bike infrastructure to reduce parking pressure and improve Downtown access.
- **Signage & Wayfinding**
  About 4% of respondents called for clearer signage—particularly distinguishing public and private lots—and more visible, real-time garage information[3] to help drivers locate available spaces efficiently.
- **Road and Lot Design Challenges**
  A smaller share (1%) of respondents raised concerns related to safety and design, including difficult street configurations, narrow stalls, and limited features such as EV charging. Some recommended incorporating design improvements in future planning.

[3] Real-time garage information refers to digital parking guidance systems that use automated vehicle counting and dynamic signage to show drivers how many spaces are available in each facility. These systems can direct motorists to the nearest open parking option, reduce circulation and congestion, and improve the visibility of underused garages.

Intercept Events

Two intercept events were held: August 1 (First Friday) and August 8 (typical Friday). Questionnaires were conducted with over 150 interceptions completed at Great Divide Brewing (25% responses), Union (29% responses), Wild Blue Yonder (24% responses), and Courtyard Social (22% responses). 55% of respondents were Castle Rock residents.

Figure 37. Intercept Events' Responses



Great Divide
Friday, August 1
39 intercepts



Union
Friday, August 1
45 intercepts



Wild Blue Yonder
Friday, August 8
37 intercepts



Courtyard Social
Friday, August 8
35 intercepts

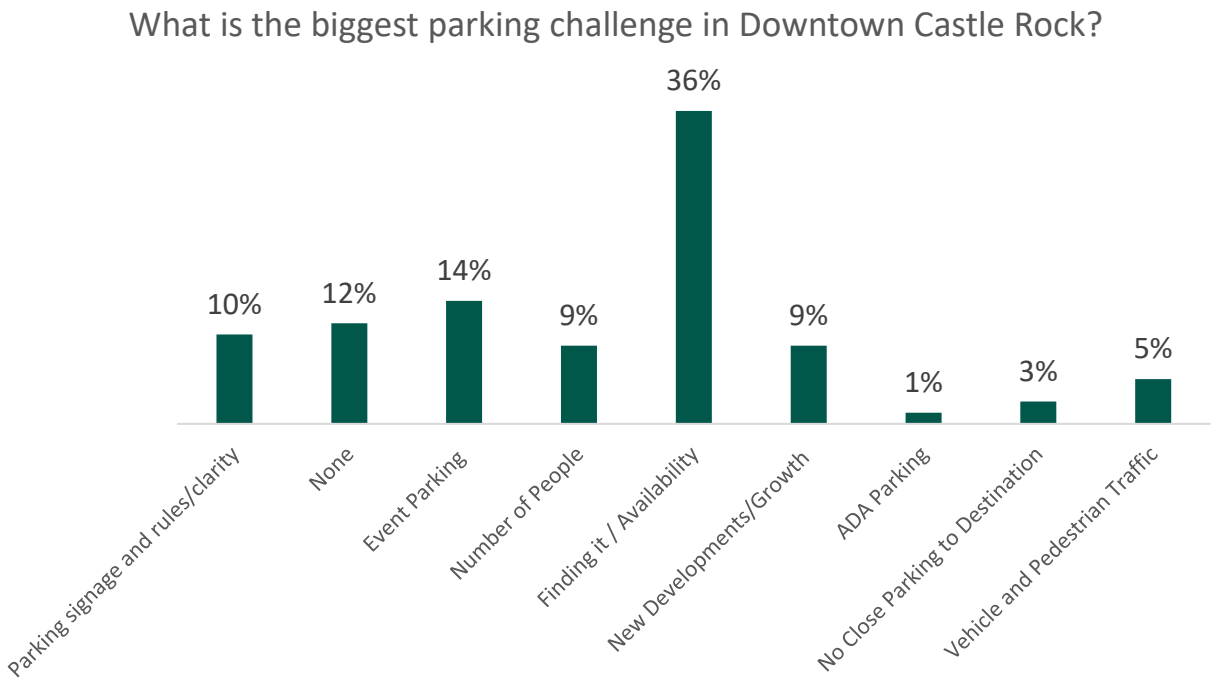
Highlights from intercept results include:

- Nearly 60% of respondents visit Downtown Castle Rock at least weekly.
    - Dining (64%) is the top reason for visiting the Downtown area.
- 92% of respondents drive a personal vehicle Downtown.
- Most respondents planned to park for 1–2 hours (59%) and 2–4 hours (31%).
- 92% report finding parking within 10 minutes.
    - Nearly 70% of respondents parked within one block of their destinations.

Perceptions of Parking Challenges

When asked about the biggest parking challenges in Downtown Castle Rock, intercept event participants highlighted several recurring issues (**Figure 38**). The most common response, cited by 36% of respondents, was finding it/availability.

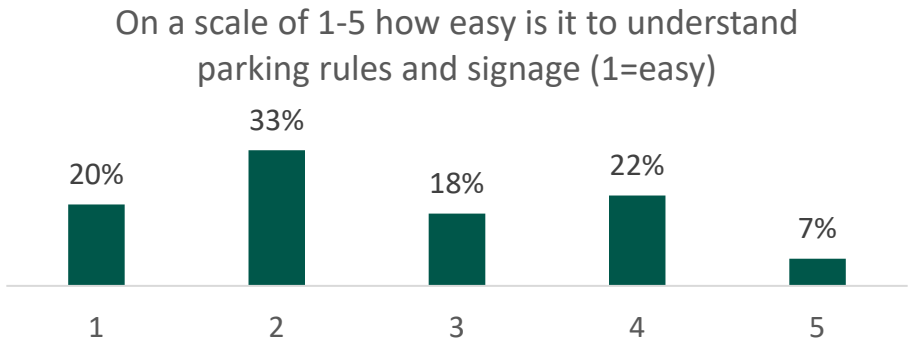
Figure 38. Intercept Event Respondents' Perception of Parking Challenges



Perceptions of Parking Rules and Signage

Respondents at Downtown intercept events were asked to rate the clarity of parking rules and signage on a scale of 1 to 5 (with 1 = very easy to understand and 5 = very difficult). Overall, just over half of participants (53%) found signage at least somewhat easy to understand (ratings 1–2). However, nearly 30% expressed difficulty (ratings 4–5), echoing online questionnaire findings that signage and rule clarity are not universally effective (**Figure 39**).

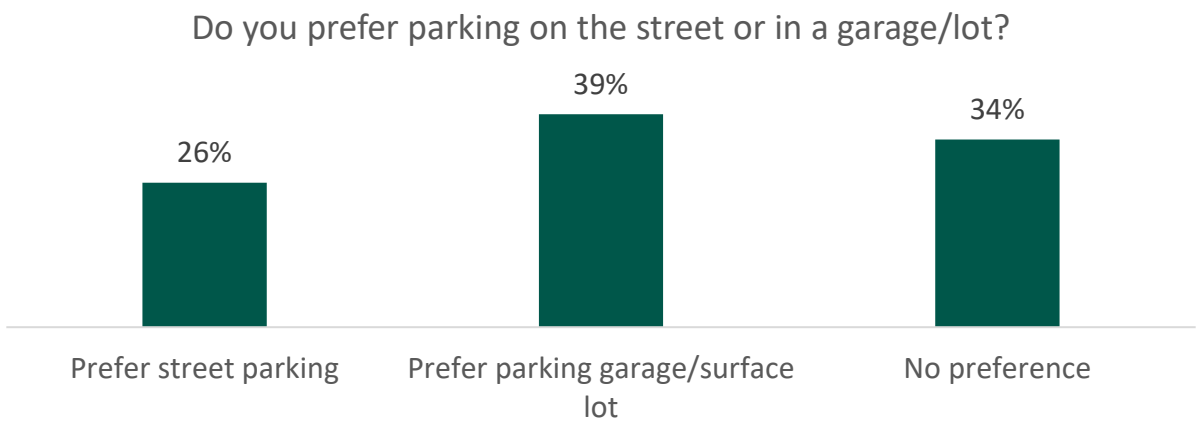
Figure 39. Intercept Event Respondents' Perception of Parking Rules and Signage



Parking Preference and Desired Improvements

At the intercept events, respondents showed a stronger preference for garage or surface lot parking (39%) compared to street parking (26%), while 34% indicated no preference (**Figure 40**). Among intercept respondents who preferred street parking, the most common reasons were convenience and proximity (67%), safety (14%), free parking (10%). For those who preferred garages or lots at intercept events, the leading reasons were weather protection (42%), avoiding dings/car damage and safety (23%), and ease of use (23%).

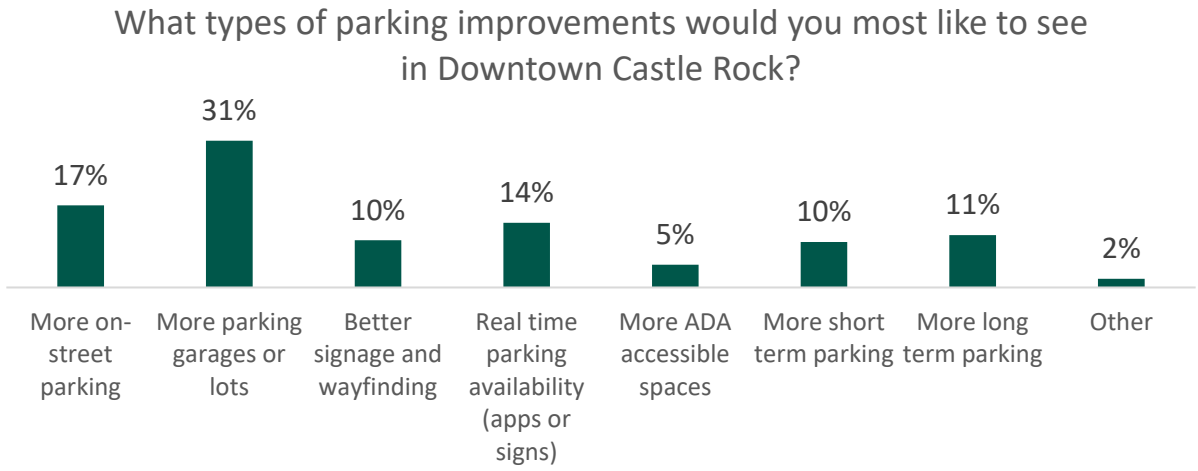
Figure 40 Intercept Event Respondents' Preferred Parking Facility



When asked what types of parking improvements they would most like to see in Downtown Castle Rock, intercept event participants emphasized the need for more supply and better information.

- The most common response, cited by 31% of participants, was more parking garages or lots, underscoring the community's desire for additional structured or off-street options.
- 17% called for more on-street parking, reflecting the continued importance of visible, convenient curbside spaces.
- 14% wanted real-time availability tools such as apps or digital signage, showing growing support for technology to reduce parking search time.

Figure 41. intercept Event Respondents' Desired Parking Improvements



Comparison of Online Questionnaire #1 and Intercept

The two outreach methods revealed consistent themes, despite capturing different user groups and contexts. Online questionnaire respondents represented a broader cross-section of Castle Rock residents and regional visitors, while intercept respondents reflected those actively visiting Downtown during peak periods.

Together, these outreach efforts reveal consistent themes: most visitors arrive by personal vehicle, park for 1–2 hours, and can generally find a space within 10 minutes. However, both groups expressed concern about parking availability during peak hours and events, and both identified the desire for more supply, better signage, and improved wayfinding.

Table 8. Comparison of Outreach Results

Category	Online Questionnaire	Intercept Events	Key Takeaways
Participation	702 responses; 115 map comments	150+ respondents	Online = Broader sample Intercepts = Restaurant users
Demographics	79% Castle Rock residents	55% Castle Rock residents	
Frequency of Visits	70%+ visit at least weekly	60% visit at least weekly	Both indicate strong recurring Downtown use
Top Trip Purposes	Dining (34%) Community events (25%) Shopping (25%)	Dining (64%) Community events (14%) Visiting Friends/Family (25%)	Dining is top driver
Mode of Travel	97% personal vehicle	92% personal vehicle	Driving is nearly universal
Parking Duration	1–2 hrs. (51%) 2–4 hrs. (31%)	1–2 hrs. (59%) 2–4 hrs. (31%)	Both align on typical stay length
Time to Find Parking	75% within 10 minutes	92% within 10 minutes; ~70% parked within 1 block	Intercept participants report easier access, possibly due to a smaller sample or event focus
Biggest Challenges	Availability, mixed time-limit views, signage/access confusion	36% cited finding availability; event parking also significant	Both highlight 'finding availability' as primary challenge
Perception of Signage/Rules	50% clear enough; ~25% found difficult	53% somewhat easy; ~30% found difficult	Both indicate that signage is not universally effective
Parking Preferences	Street (34%) Garage/Lot (22%) No preference (44%)	Street (26%) Garage/Lot (39%) No preference (34%)	Intercepts leaned more toward garages/lots, online leaned more toward street
Desired Improvements	More garages/lots (72%), more on-street (60%), real-time tools (37%), signage (30%)	More garages/lots (31%), more on-street (17%), real-time tools (14%), signage (10%)	Both strongly prioritize more supply; online respondents emphasized improvements at higher rates

Source: Intercept and online questionnaires, Fehr & Peers.

Stakeholder Engagement

A Downtown stakeholder group was formed to coordinate with Downtown business owners to collaboratively explore strategies for potential parking solutions through a series of interactive workshops. The group consisted of attendees from Town of Castle Rock staff, Downtown Alliance, DMA, DDA, Douglas County Libraries, and Fehr & Peers staff.

Stakeholder Workshop

A Downtown stakeholder workshop was held in September 2025 consisted of an overview presentation of data and outreach collected to date, and the following key discussion points:

- **Weather Impacts Parking Behavior**: Poor weather increases demand for close-in parking, while good weather encourages walking.
- **Walkability Benefits:** Downtown's attractive streetscape supports walking, potentially reducing pressure on central parking.
- **Data Alignment:** StreetLight data matches business owner observations, especially regarding peak visitation and sales.
- **Positive Engagement:** Intercept events were well received and seen as genuine efforts by the Town.
- **Questionnaire Insights:** Online questionnaires attract more negative feedback; in-person intercepts yield more balanced responses.
- **Current vs. Future Needs:** Parking is currently adequate, but future development could increase demand.
- **Forward-Looking Approach:** The parking report should consider approved or planned developments and their parking implications.

Some of the key challenges identified through review of completed outreach activities included

- **Public vs. Private Parking Confusion:** Lack of clear signage leads to misunderstandings; steep fines ($90) for unauthorized parking in private lots, sometimes affecting even police. The public often blames the Town for private enforcement.
- **Employee Parking Needs:** Downtown employees need long-term parking. Current 2-hour limits are inconvenient and disruptive for staff.

While the meeting was focused on presenting existing conditions, much of the discussion aligned with potential future solutions including:

- **Wayfinding and Signage Improvements:** Implement the signage plan to clarify public vs. private parking; reinforce that public parking is free.
- **Expand Parking Supply:** Partner with private developers for public spaces in new garages; monitor land sales for garage opportunities.
- **Citation Policy Adjustments**: Consider higher fines for repeat offenders; research similar small city downtown enforcement fines for best practices.
- **Paid Parking Considerations:** Paid parking may be needed in the future but should be a last resort. Free parking should remain, with paid options limited to high-demand areas or specific garages.

Downtown Alliance Meeting

The Downtown Parking Study was presented at the Downtown Alliance Board Meeting on November 13, 2025. This included a join session of the Downtown Merchants Association as well as the Downtown Development Authority Board.

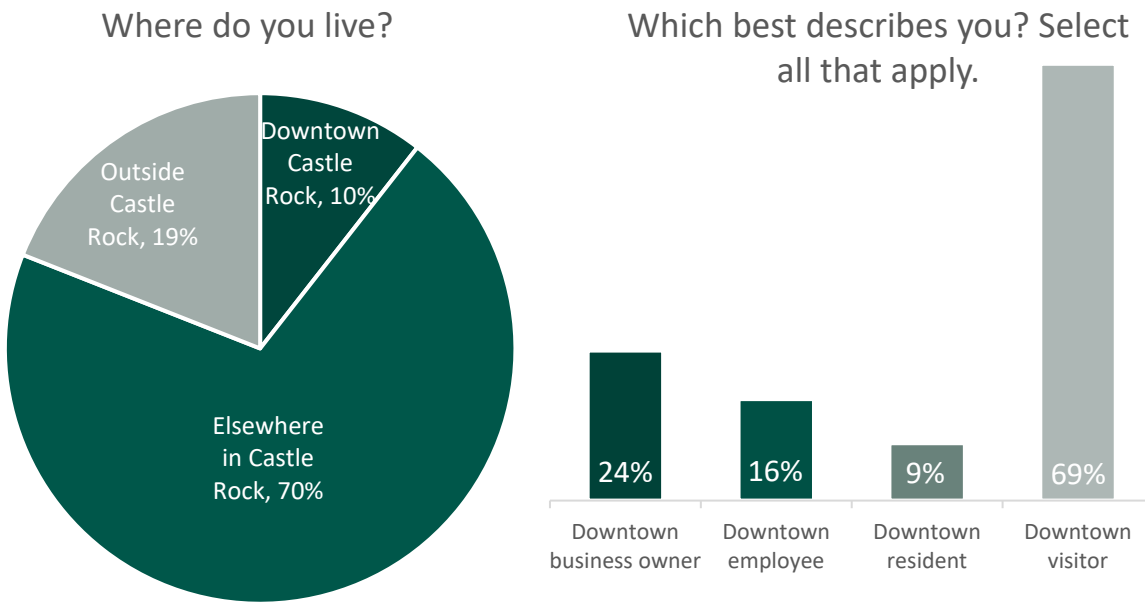
General support was given to the direction of the parking study, and specific comments that were made to influence recommendations include:

- David (Encore resident and business owner) wants a way to show definitively that we have parking.
- Kim (Union) says parking is hidden in Downtown. Better signage would help people find the parking and know that it is free.
- John (Block & Bottle, Z'abracci) wants signs with a QR code to help people find the parking map and other info.
- Jordan (Salt) asked how have other communities changed the perception. Making people aware of where parking is available is important.
- Morgan (Mod Mountain) uses flier for customers and requested that the Town create a handout that businesses can use about parking. It could be useful to split a map into north and south to make it easier to digest.

Online Questionnaire #2

A second online questionnaire was developed to gather feedback on potential parking strategies identified during the later portion of the study. While the first questionnaire focused on existing experiences and perceptions, Questionnaire number 2 focused on the community's level of support for potential short-term and long-term parking management tools. The intent was to understand which strategies are most acceptable and desired by Downtown users. The questionnaire targeted users of Downtown Castle Rock, including residents, employees, business owners, and regional visitors (**Figure 42**).

Figure 42. Demographics of Respondents to Questionnaire #2



To gain better insights into the perspectives of questionnaire respondents, they were asked to specify their typical time of visit (**Figure 43**), frequency of parking in Downtown (**Figure 44**), and the main purpose of their trip (**Figure 45**).

Figure 43. Typical Time of Visit

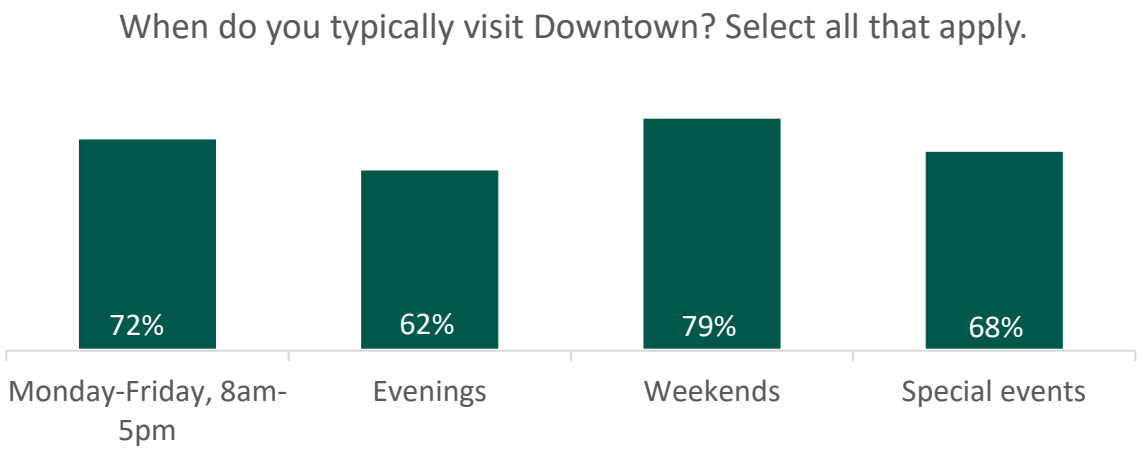


Figure 44. Frequency of Parking in Downtown

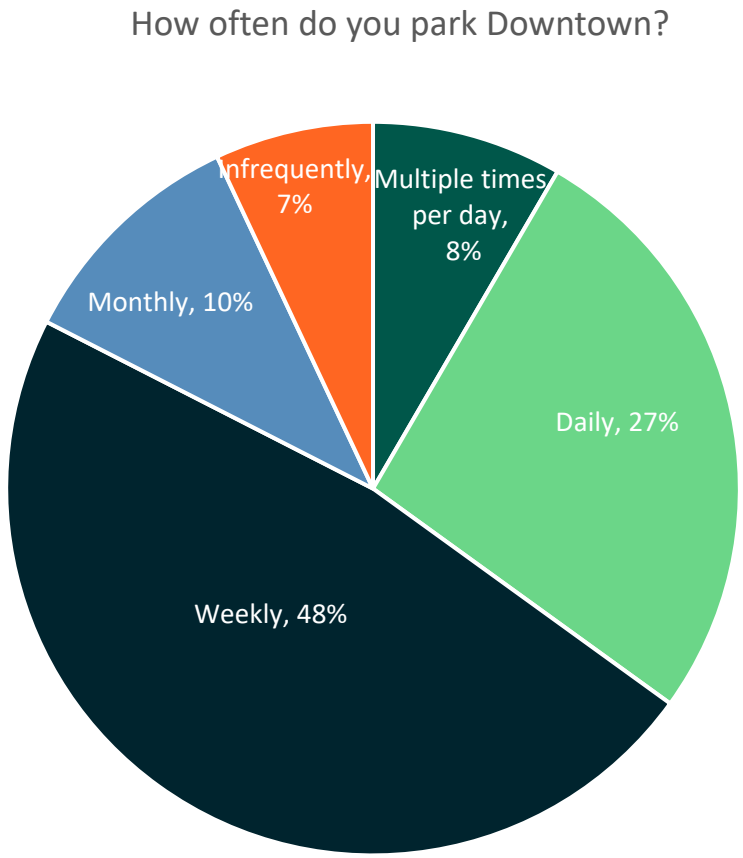
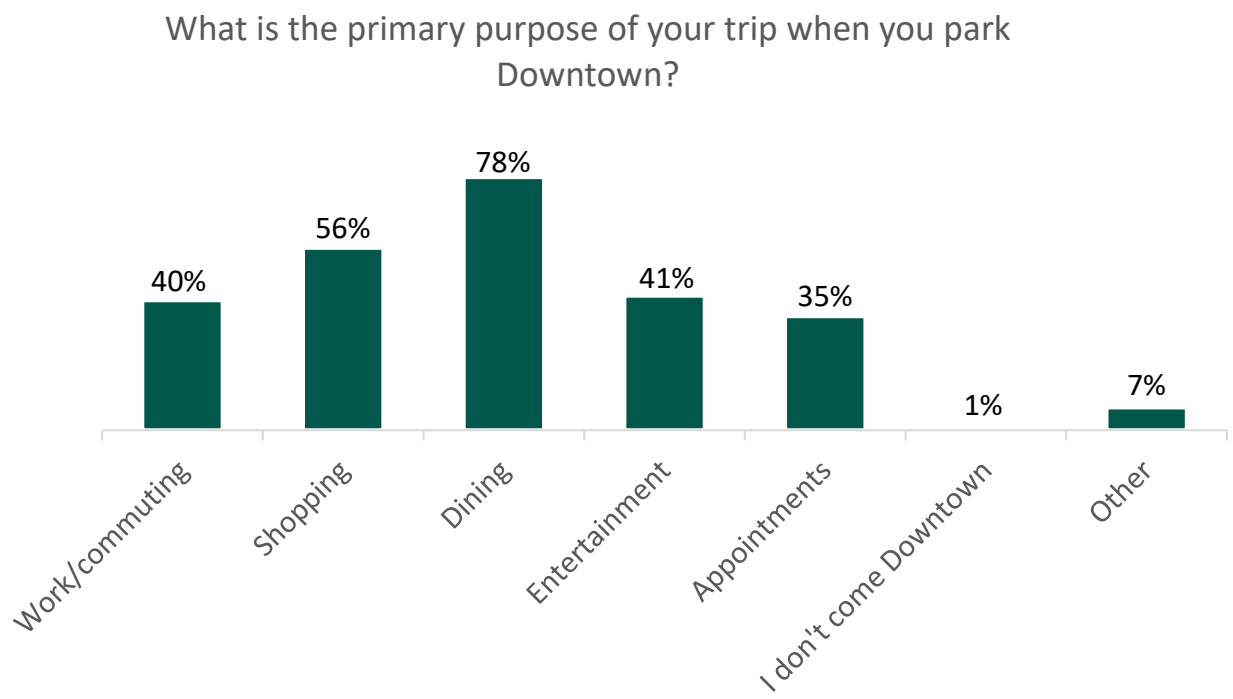


Figure 45. Primary Purpose of the Trip



The questionnaire remained open for a two-week period, and participants were asked to rate their support for each potential strategy using a five-point scale:

- Strongly Support (5)
- Somewhat Support (4)
- Neutral (3)
- Somewhat Oppose (2)
- Strongly Oppose (1)

Although the results are not statistically representative of the entire community, they provide meaningful insight into public sentiment and help illustrate which approaches align with user expectations and values.

Below is a summary of each strategy presented in the questionnaire, including its potential benefits and drawbacks, followed by a graphic illustrating the average level of support.

Enhance Parking Enforcement

This parking strategy would increase enforcement of parking rules, including higher fines for repeat offenders, to improve turnover and availability.

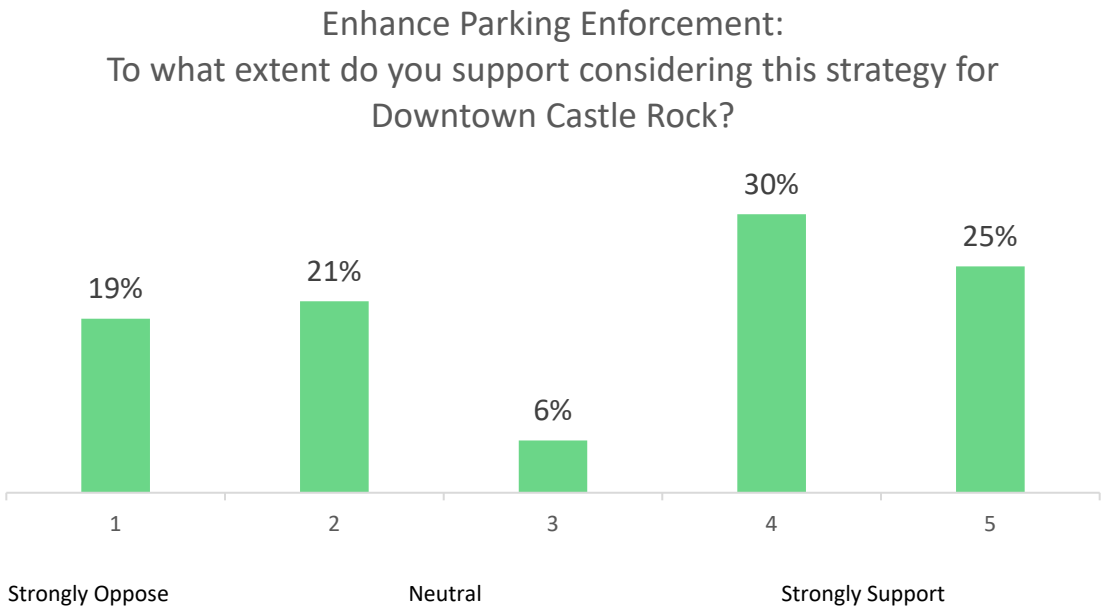
POTENTIAL BENEFITS

- Increases parking turnover
- Improves compliance with posted time limits
- May improve availability of spaces

POTENTIAL DRAWBACKS

- May receive pushback from community
- Additional enforcement may require more resources

LEVEL OF SUPPORT AND FEEDBACK



Lighting Enhancements

Improve lighting in and around public parking areas to increase safety.

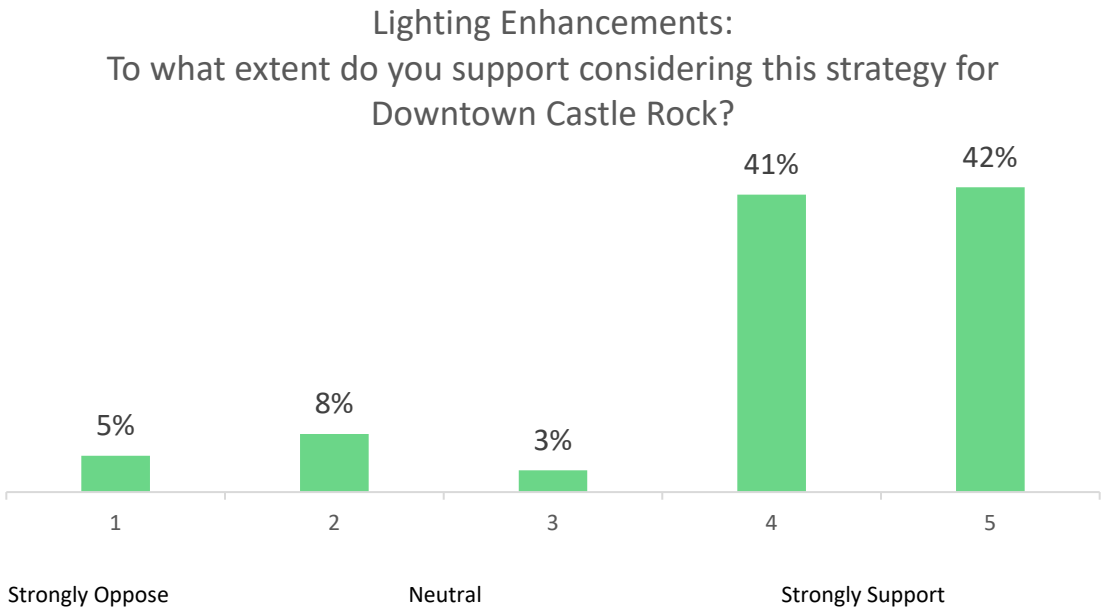
POTENTIAL BENEFITS

- Improves safety and visibility
- May increase use of parking areas

POTENTIAL DRAWBACKS

- May not change preferences for parking closer to destinations
- Requires funding for upgrades

LEVEL OF SUPPORT AND FEEDBACK



Wayfinding Signage

Improve signage to help people find free off-street public parking and improve pedestrian wayfinding to other Downtown destinations.

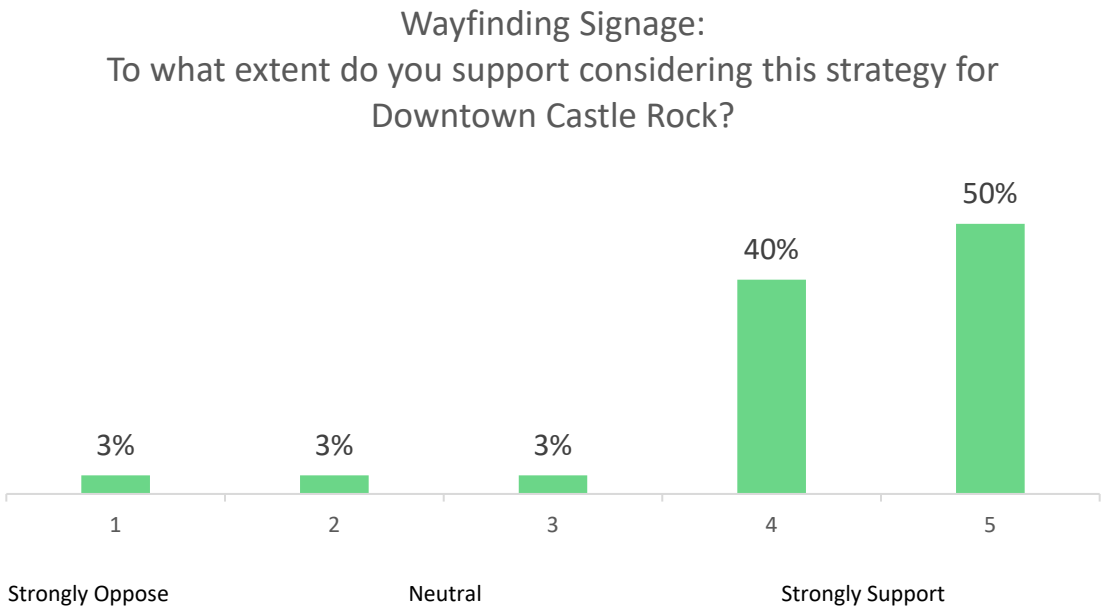
POTENTIAL BENEFITS

- Makes underutilized parking facilities easier to find
- Reduces confusion for visitors
- Improves access to parking

POTENTIAL DRAWBACKS

- Some patrons may still prefer parking closer to their destination
- Requires investment in signage

LEVEL OF SUPPORT AND FEEDBACK



Downtown Circulator / Microtransit Service

A free, high-frequency shuttle that connects parking areas with key destinations around Downtown Castle Rock.

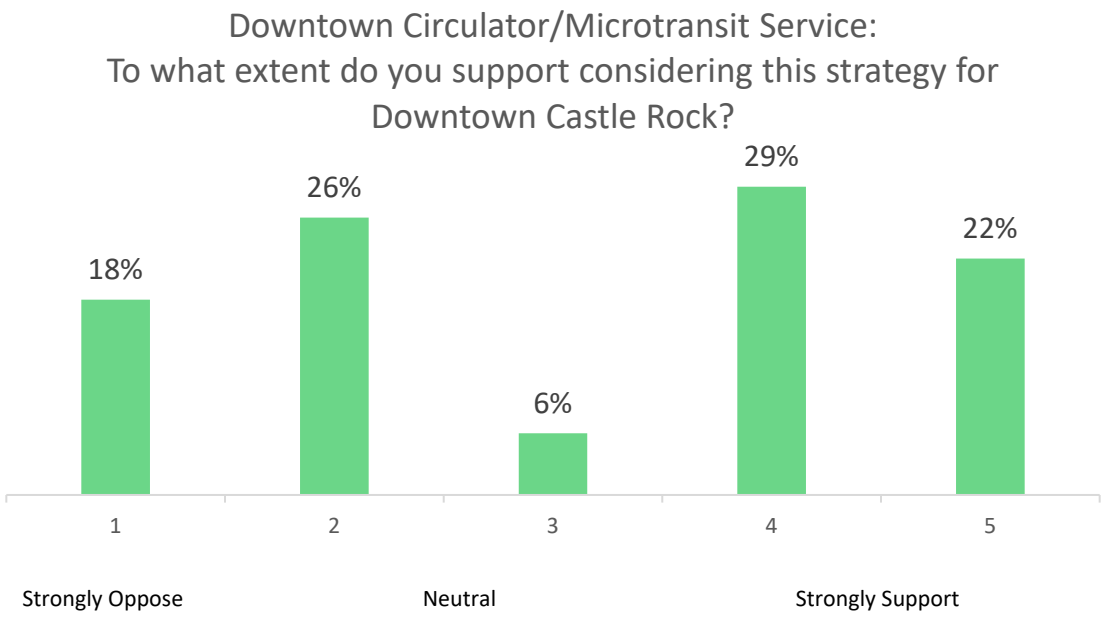
POTENTIAL BENEFITS

- Reduces parking demand and traffic congestion
- Provides additional access during special events
- Makes remote parking lots more usable

POTENTIAL DRAWBACKS

- Costly to implement
- May not appeal to everyone
- Potentially requires coordination with external vendor

LEVEL OF SUPPORT AND FEEDBACK



Shared Parking Agreements

Allow public use of privately owned remote parking facilities, especially during special events, and encourage businesses with different peak hours to share parking.

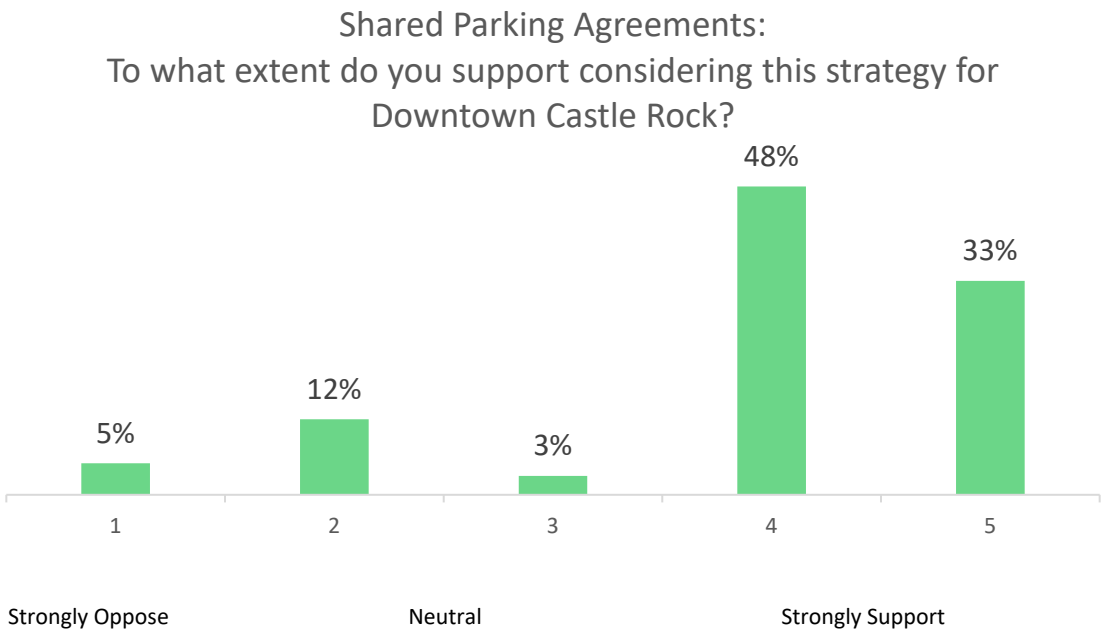
POTENTIAL BENEFITS

- Increases parking supply during peak demand
- Supports more efficient use of parking resources
- Allows the Town to repurpose existing parking spaces

POTENTIAL DRAWBACKS

- Some drivers may be averse to parking in remote lots
- Opportunities for agreements may be limited
- Would require negotiation and coordination

LEVEL OF SUPPORT AND FEEDBACK



Adjust On-Street Parking Time Restrictions

Review and adjust 2 hour on-street parking time restrictions to 3 hours.

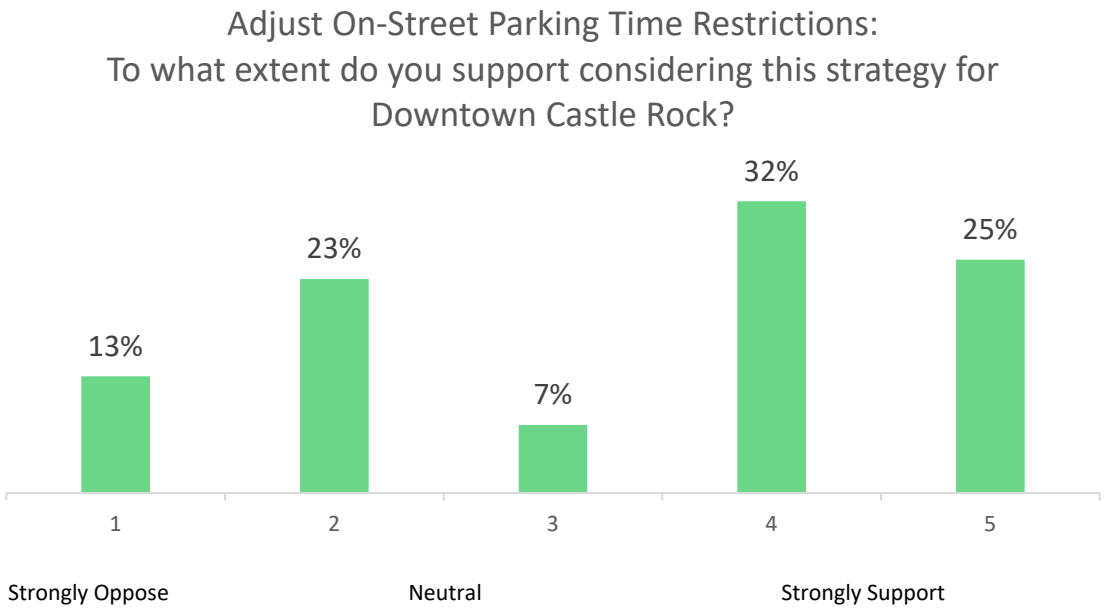
POTENTIAL BENEFITS

- May decrease need for parking citations
- Allows users to park for up to 3 hours (salon appointments, longer shopping, etc.)

POTENTIAL DRAWBACKS

- Reduces parking turnover, which makes on-street parking more difficult to find — especially in high-demand areas
- Mixing 2 hour and 3 hour parking restrictions in the same area could complicate signage and reduce predictability

LEVEL OF SUPPORT AND FEEDBACK



Invest in Multimodal Infrastructure

Install context-appropriate bike improvements —which could include bike racks, bike lockers, bike corrals, trail connections, and other infrastructure—to encourage alternative transportation and reduce parking demand.

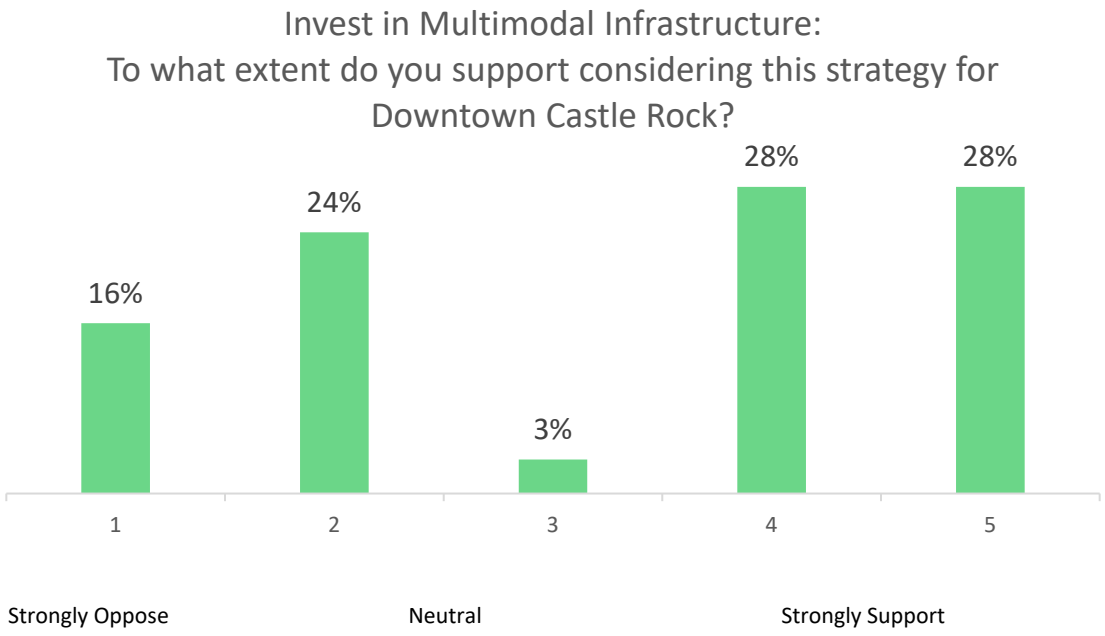
POTENTIAL BENEFITS

- Makes biking and walking more attractive
- Reduces demand for parking
- Supports community health and sustainability

POTENTIAL DRAWBACKS

- May not appeal to all users
- Requires investment and ongoing maintenance

LEVEL OF SUPPORT AND FEEDBACK



Investigate Paid Parking

Consider requiring drivers to pay for parking only in high-demand on-street locations, while keeping free or reduced price parking available in areas with less demand.

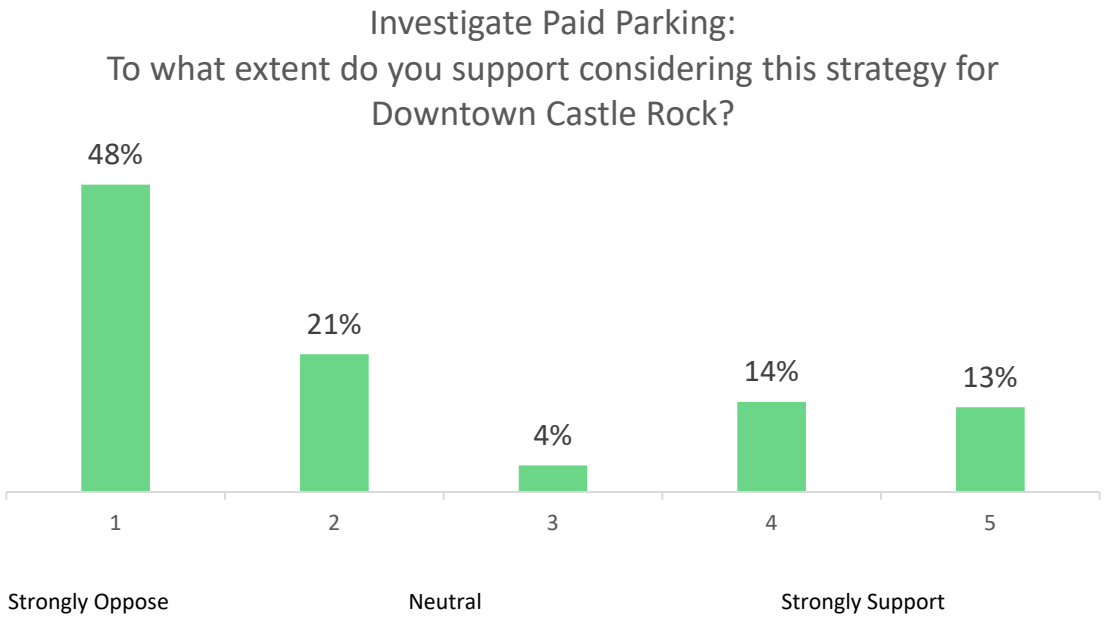
POTENTIAL BENEFITS

- Can reduce parking demand in crowded areas
- Helps balance use between busy and underutilized facilities
- Generates revenue to support parking improvements

POTENTIAL DRAWBACKS

- May receive pushback from residents and businesses who prefer free parking
- Could be confusing if paid parking is only in certain areas or times
- May discourage visitors or customers

LEVEL OF SUPPORT AND FEEDBACK



Valet Parking

Offer valet parking services in front of Downtown businesses to make parking more convenient. Vehicles would be parked in identified underutilized public off-street parking locations.

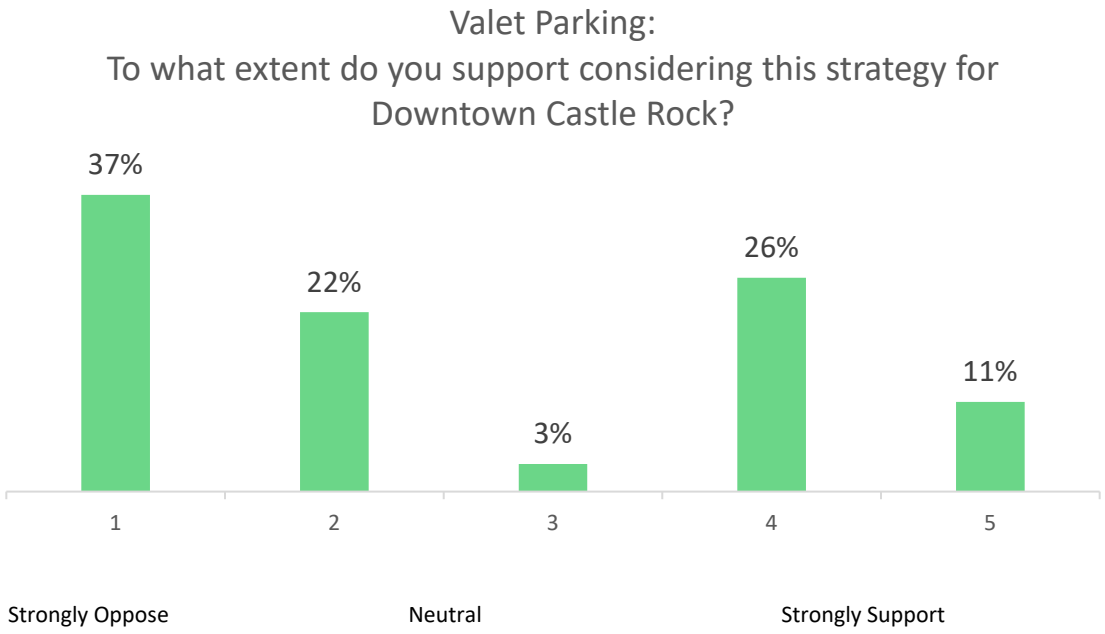
POTENTIAL BENEFITS

- Makes parking easier and more convenient for visitors
- Can increase the number of cars that fit in a lot if spaces are optimized for valet parking only
- Reduces the need for drivers to search for spaces

POTENTIAL DRAWBACKS

- May increase traffic congestion near valet areas
- Drivers may need to wait for valet service to retrieve their vehicle
- Reduces on-street parking to provide valet loading areas

LEVEL OF SUPPORT AND FEEDBACK



Parking Strategy Priority Ranking

At the end of the survey, respondents were asked to prioritize parking strategy. Overall, strategies that focused on visibility, management, and incremental system improvements tended to score higher than strategies perceived as disruptive or costly. Wayfinding signage, enhanced parking enforcement, and shared parking agreements emerged as the highest-ranked strategies.

Conversely, strategies such as investigating paid parking received lower average rankings and higher variability in responses, reflecting significant community concern about potential impacts on Downtown access, affordability, and business vitality. Investments in multimodal infrastructure and Downtown circulator or microtransit services received moderate support.



Strategies categorized as “Other” generated the lowest overall scores, but also produced written feedback, underscoring that respondents often used this option to express broader concerns about Downtown growth, parking solutions during events, and interests in public education:

- Frustration with Development Practices: Numerous comments expressed concern that recent Downtown development approvals did not adequately address parking impacts, contributing to current challenges.
- Event and Special-Use Management: Respondents called for clearer parking plans for special events, including the use of off-Downtown parking and shuttle service.
- Support for Better Education and Wayfinding: Several respondents noted that parking availability exists but is poorly understood, highlighting the importance of signage, garage visibility, and public education.

Parking Management Strategies

The Town of Castle Rock is at an important moment in shaping the future of Downtown parking. The findings from this study show that while total supply is generally adequate, there are clear opportunities to improve how parking is managed, communicated, and connected to the broader mobility system. The following management strategies build on the extensive data analysis and engagement conducted during the study and are designed to improve the user experience, make better use of existing assets, support local businesses, and prepare Downtown for continued growth.

Optimize Existing Supply Before Expanding

Downtown Castle Rock has adequate overall parking supply, but public garages and several off-street facilities remain significantly underutilized, even during busier times. The most effective near-term improvements focus on visibility, clarity, and ease of access.

Recommended Actions

- Implement comprehensive wayfinding (vehicle and pedestrian) that directs drivers to free public garages and highlights available surface lots.
- Continue to enhance lighting, cleanliness, and security in public parking garages and surface parking lots.
- Deploy event-specific wayfinding (temporary signage, digital message boards) to direct visitors to garages and remote lots before streets reach full occupancy.

Why These Actions Help

These actions help to address the strongest themes heard during the project outreach including confusing signage, poor garage visibility, and difficulty locating free public parking. They leverage existing unused capacity before investing in new supply.

Improve the Parking User Experience

Users expressed a willingness to walk up to three blocks, but only when parking is intuitive, predictable, and well communicated.

Recommended Actions

- Develop a Downtown parking identity (logo and visual system) for all public parking assets to reinforce that public parking is free and easy to find.
- Implement technology tools such as mobile-friendly parking maps and real time availability for garages (once garages are consistently more utilized).
- Direct employees parking for longer to the nearest parking areas without time limit restrictions.

Why These Actions Help

Enhances customer experience, supports merchants, reduces “circling”, and directly responds to input from business owners, residents, the Downtown Alliance, and intercept participants.

Support Multimodal Access and Curbside Flexibility

Most trips originate within five miles, indicating a high potential for short-trip model shifts. Strategic, context-appropriate multimodal improvements reduce pressure on on-street parking and also keep Downtown accessible.

Recommended Actions

- Expand bicycle amenities such as racks, and bike corrals where they do not conflict with high-demand curb uses.
- Clarify curbside functions by continuing the Town's request-based system, allowing individuals to submit documented needs that can be evaluated by staff. This process will guide the designation of shared loading zones that accommodate short-term pickup/drop-off, delivery/loading, and rideshare activity. Each request can be reviewed based on the presence of nearby loading zones and the needs of adjacent land uses.
- Coordinate multimodal investment with DRCOG's Short Trip Opportunity Zone funding eligibility to leverage grants.

Why These Actions Help

Reduces high-demand curb pressure, improves safety, and supports Downtown's future growth without major parking expansion.

Refine Parking Policy and Regulations

Current parking requirements have generally resulted in adequate supply Downtown, especially when private parking is considered. Policy refinements should focus on flexibility and alignment.

Recommended Actions

- Emphasize and expand shared parking opportunities during redevelopment and between complementary land uses (e.g., office/daytime and restaurant/evening peaks).
- Reassess time limits selectively, focusing on:
    - Retaining 2-hour limits in the highest turnover locations
    - Considering 3 hour time limits only in areas with lower demand, avoiding mixed zones that confuse users.
- Improve enforcement consistency (not necessarily strictness) to support turnover while addressing public concerns about fairness.
- When poorly signed private lots with restrictions are identified, coordinate with private lot management to clearly sign and identify restrictions to reduce public confusion about validation, restrictions, and towing.

Why These Actions Help

Ensures Downtown parking policy evolves with demand, remains predictable, and avoids unnecessary increases in supply or aggressive regulation.

Advance Equitable, Accessible, and Targeted Enhancements

Accessibility concerns such as ADA location adequacy and distribution were raised in questionnaires, intercepts, and stakeholder discussions.

Recommended Actions

- Audit ADA needs block-by-block using demand observations and pedestrian routes to identify missing or poorly located spaces.
- Evaluate short-term parking needs (15-minute loading) near high-turnover businesses.

Why These Actions Help

Directly responds to mobility-impaired user concerns and encourages equitable access.

Prepare for Long-Term Governance and Funding Needs

As Downtown grows, governance structures should evolve to maintain mobility, quality of life, and business access.

Recommended Actions

- Evaluate a funding structure to finance long-term capital and operational improvements such as:
    - Future structured parking (when needed)
    - Enhanced wayfinding
    - Shuttle/circulator service
    - Pedestrian upgrades
- Continue to explore strategic partnerships with private developers for shared public spaces in future garages or mixed-use sites.
- Assess remote parking/shuttle feasibility for large events and long-term growth, beginning with existing remote lots.
- Explore the potential for valet parking in surface lots during peak periods or special events to maximize efficiency and support Downtown businesses.

Why These Actions Help

Positions Castle Rock for future growth while avoiding near-term commitments to costly garages or full-scale paid parking systems. To sustain these efforts, evaluate methods of creating a dedicated funding mechanism for ongoing operations, maintenance, and capital improvements. Funding mechanism could support enhancements such as structured parking, transit shuttles, wayfinding, and pedestrian amenities, while providing a sustainable framework for managing future growth and mobility needs in the Downtown area. Potential funding sources could include parking revenues if paid parking is implemented, special assessments on benefiting Downtown properties, local sales tax increments, and public-private partnerships.

Appendix A. Parking Management Strategies

This matrix of parking management strategies includes a description, potential benefits, potential drawbacks, estimated cost, level of support, and recommended timeframe/priority for consideration.

Parking Management Strategy	Description	Potential Benefits	Potential Drawbacks	Estimated Cost	Level of Public Support	Recommended Implementation Timeframe / Priority
Enhanced Parking Enforcement	Increase parking enforcement resources by establishing in house or a third-party contractor to patrol a larger geographic area within the same amount of time and issue more citations to drivers who violate the Town's parking restrictions. The Town may also consider increasing the fine associated with parking violations.	Effective enforcement could increase compliance with parking time limits which would increase parking turnover and reduce parking violations. Could increase revenue from issuing more citations.	More citation revenue may not be enough to offset cost of third-party vendor. Reliance on third-party could decrease the visibility of Town Police. Town may receive pushback from community.	$$	Mixed support (55% support of strongly support, 40% oppose or strongly oppose)	Near-Term / High-Priority
Enhance the Public Parking Garages	Install lighting to increase visibility and safety at night, and install clear signage at the garage entrances to explain the regulations governing the use of the garages (i.e., hours of operation, weekday vs. weekend regulations, payment protocols) and establish a parking brand. Lighting and signage improvements could also be implemented between external lots and destinations.	Providing safety features like lighting may improve perceived and actual safety in garages and deter crime. Providing a clear and concise explanation of regulations in effect in the garages improve the user experience, leading to increased utilization.	Downtown Castle Rock patrons may continue to prefer parking that is located closer to destinations, even if the garages are made more attractive.	$$	Lighting and wayfinding improvements have high public support	Near-Term / High-Priority
Install Pedestrian Wayfinding and Roadway Wayfinding Signage	Strategically placed pedestrian wayfinding signage and roadway wayfinding signage can help drivers locate off-street parking locations and help Downtown patrons assess walking time/distance to key destinations, which may help inform decisions about where to park and make underutilized facilities more attractive.	Utilization of currently underutilized parking facilities, including the public garages and street parking at the outskirts of Downtown, may increase.	Downtown patrons may still seek to park closer to destinations if they are averse to walking a greater distance from where they parked.	$	Wayfinding improvements have a high level of support	Near-Term / High-Priority

Parking Management Strategy	Description	Potential Benefits	Potential Drawbacks	Estimated Cost	Level of Public Support	Recommended Implementation Timeframe / Priority
Downtown Circulator Shuttle or Microtransit Service	A free, high-frequency shuttle that would be a part of a larger transit operation serving Downtown. This shuttle would circulate key destinations around Downtown Castle Rock including current remote lots at the library and future locations to be determined. Future CDOT mobility hub and other future employee parking locations could be served.	Could reduce the demand for parking and traffic congestion in Downtown Castle Rock. Shuttle users would avoid parking restrictions in Downtown Castle Rock. Provide additional access to Downtown Castle Rock during special events.	May be costly to implement. May not appeal to Castle Rock residents. May require extensive coordination with external partners. Requires availability of parking supply in remote facilities to be effective.	$$$	Mixed support (51% support or strongly support and 44% oppose or strongly oppose)	Long-Term / Low-Priority
Shared Parking Agreements	The Town may enter into agreements with nearby stakeholders to allow downtown patrons to park at their privately-owned remote parking facilities. Additionally, Downtown Castle Rock businesses that share a common parking supply but experience peak parking demand at different times of day (e.g., coffee shops and bars) may enter into a shared parking agreement to share a single supply of parking instead of each individually providing a minimum supply of parking.	Could increase parking supply during peak demand periods and special events. Could allow the Town to repurpose existing parking spaces for other purposes if neighboring businesses can share a single supply of parking.	Some drivers may be averse to parking in remote lots that aren't close to their destination. Opportunities to broker shared parking agreements between neighboring businesses may be limited based on land use mix and the existing parking supply.	$	Strong support (81% support or strongly support)	Near-Term / High Priority
Increase Parking Supply	Develop new parking facilities in the form of surface parking lots, parking garages, and/or the restriping of on-street facilities to create additional parking spaces.	Would increase the supply of parking to accommodate high demand.	May induce new parking demand over time, increasing parking and traffic congestion challenges.	$$$	Varies depending upon area	Long-Term / Low-Priority

Parking Management Strategy	Description	Potential Benefits	Potential Drawbacks	Estimated Cost	Level of Public Support	Recommended Implementation Timeframe / Priority
Electronic Dynamic Wayfinding Signage	In combination with sensor technology that monitors whether a parking space is occupied or vacant, electronic wayfinding signage would allow the Town to dynamically monitor the number of parking spaces available in the public garages and/or other facilities of interest and display this information to drivers using electronic signage at strategic locations throughout Downtown Castle Rock.	Drivers would be able to quickly identify where parking is available upon arrival. Drivers would spend less time circulating to look for parking. Regular parking utilization data could inform future parking investment decisions.	Available parking may not be in preferred facilities that are closest to popular Downtown destinations. Would require investment in occupancy counting technology in selected facilities.	$$	Not measured	Long-Term / Low-Priority
Revising the Zoning Code	While existing structures in Downtown Castle Rock do not need to provide more parking unless they are changing land uses, new developments may be subject to parking requirements that are prohibitive. Revising the zoning code would allow the Town to assess the appropriate amount of parking for new development.	Could incentivize the development of new housing and/or other land uses the Town desires in the Downtown area.	Could increase parking demand in disproportion to the available supply if new development generates additional demand without providing adequate new supply absent other strategies to reduce overall parking demand.	$	Not measured	Long-Term / Low-Priority

Parking Management Strategy	Description	Potential Benefits	Potential Drawbacks	Estimated Cost	Level of Public Support	Recommended Implementation Timeframe / Priority
Leverage the Transportation Master Plan to Install Supportive Multimodal Infrastructure	The Transportation Master Plan can be leveraged as an opportunity to identify key locations in Downtown Castle Rock for the installation of multimodal infrastructure (e.g., bike racks, trail connections, etc.) and to identify strategic opportunities to provide better connectivity to and from Downtown Castle Rock. Additionally, the Town may work with event producers to encourage patrons to choose not to drive to Downtown Castle Rock, particularly during special events when parking demand is typically very high.	Enhancing multimodal access to Downtown Castle Rock and increasing the bike parking supply via bike corals or bike racks throughout Downtown may make alternative modes of transportation more attractive to Downtown patrons, decreasing the demand for parking.	Special event bike corrals would require additional communication and staff to be present during events.	$$	Mixed support (56% either support or strongly support and 40% oppose or strongly oppose)	Near-Term / High-Priority
Incentivize Alternative Modes of Transportation for Employees	Offer Downtown business employees a financial incentive to use alternative modes of transportation for their commutes, including public transportation, carpooling, biking, and walking.	Could reduce the demand for parking by Downtown business employees and increase supply for other users.	Downtown employees may be reluctant to take alternative modes, reducing the effectiveness of this strategy.	$$	No measured	Low- Priority
Investigate Paid Parking	Require drivers to pay for parking only on high demand on-street parking locations, with free or reduced-price parking available in areas with less demand.	Could reduce parking demand and/or could help balance demand between over- and under-utilized facilities. Revenues could be used to fund other parking strategies.	Town may receive pushback from residents who desire free parking while making visitors pay. There may also be push back from Downtown employees and businesses.	$	Low support (27% either support or strongly support and 69% either oppose or strongly oppose)	Long-Term / Low-Priority

Parking Management Strategy	Description	Potential Benefits	Potential Drawbacks	Estimated Cost	Level of Public Support	Recommended Implementation Timeframe / Priority
Parking Management Technologies (App-Based)	Utilize a smart phone app to allow drivers to reserve a parking space in advance, pay for parking (in facilities where paid parking applies), and register their license plate.	Could improve the user experience for people seeking to park. Could streamline the payment process and reduce parking demand.	Some users may find digital parking management solutions difficult to navigate. Requires an investment in IT infrastructure to manage data collected through app.	$	Not measured	Long-Term / Low-Priority
Rideshare Pick-Up/Drop-Off Area	Designate one or more preferred locations for rideshare pick-up and drop-off and coordinate with rideshare services like Uber and Lyft to restrict pick-up and drop-off to those preferred locations. When users request a ride through a rideshare app, they would be unable to get picked up or dropped off directly at their destination and would instead have to utilize the designated rideshare pick-up/drop-off area. These areas could also be used for general loading purposes including food delivery.	Could reduce the demand for parking by residents, visitors, and employees. Could allow the Town to exert more control over the effects of rideshare on traffic congestion.	May require the removal of existing parking to create a designated pick-up/drop-off and loading area. May be difficult to communicate rideshare protocols to visitors not familiar with Castle Rock.	$	Not measured	Long-Term / Low-Priority
Identify Downtown Parking Funding Strategies	Identify funding methods to pay for capital and operational parking and transit improvements within the Downtown geographic boundary.	Could generate revenue to support the ongoing implementation of improvements that reduce parking demand and encourage multimodality.	Would require an economic analysis to fair share the cost of identified improvements.	$	Not measured	Long-Term / Low-Priority
Valet Parking in Surface Lots	Utilize a valet service to manage the public parking lots.	Could use underutilized off-street public parking and provide an additional convenience to Downtown patrons. Could increase the effective capacity of the surface lots by up to ~20%. Would reduce the need for vehicles to circulate through the lots to find parking.	Could worsen traffic congestion in the vicinity of the public parking lots. Drivers parked in the lots would need to wait on valet service to retrieve their vehicle before departing Downtown Castle Rock. Management of the lots with a valet service could increase enforcement and towing challenges.	$$	Mixed feedback (37% support or strongly support, 59% oppose or strongly oppose)	Short-Term / Low-Priority

Appendix B. Parking Requirement Comparison

Table 9. Comparative Analysis of Castle Rock Parking Requirements[4]

Land Use	Castle Rock Municipal Code 17.54.040 (2014)	Castle Rock Municipal Code 17.54.040 (Updated 2025)	ITE Standard	ULI Standard	PCC Standard	Key Trend
Residential dwellings						
Single-family	2 / unit	2 / unit	1.8–2.0 / unit (ITE LUC 210)	2.0 / unit typical zoning	2.0 / unit (common practice)	No change in minimum requirement; still consistent with other parking standards' higher range.
Group homes (single-family structure) Multifamily Group Home (multifamily structure) Multifamily – Downtown Overlay District	Multifamily: Studio: 1. / unit 1-BD : 1.5 / unit 2- and 3-BD: 2.0 / unit + 1 / 4 units for visitor parking Group Home: 0.5 / bed +1 / employee on max. shift	Group home (single family structure and multifamily: 2 / unit Group Home (multifamily): Studio: 1 / unit 1-BD : 1.5 / unit 2- and 3-BD: 2.0 / unit + 1 / 4 units for visitor parking Multifamily – Downtown Overlay District: 1.25 / unit	Group home (multifamily structure): 1.5–2.5 / unit (ITE LUC 220–222) Multifamily – Downtown Overlay District: 1.2–1.6 / unit (urban core)	Group homes (single family structure): Treated as residential under shared-parking models Multifamily: Shared Parking allows 15–25% reduction in mixed use Multifamily Downtown Overlay District: Shared Parking overlap credits reduce effective demand	Multifamily: 1.8–2.5 / unit typical Multifamily – Downtown Overlay District: 1.0–1.5 / unit urban zones	Diversification of Multifamily Parking Requirements. The multifamily standard in 2014 was broadly tiered by unit size (studio, 1-bedroom, 2–3-bedroom) without distinction for neighborhood context. The updated ordinance in 2025 retains size-based differentiation but introduces geographic context, most notably the Downtown Overlay District, where parking minimums are reduced to 1.25 / unit.

[4] Because Castle Rock does not have public transit service, national parking references must be interpreted through a suburban, auto-oriented lens. ITE and ULI include context adjustments that reduce parking demand in areas with strong transit access, but these reductions are not applicable in Castle Rock. For this study, we compared the Town's standards to the suburban or auto-oriented ranges within ITE, ULI Shared Parking, and PCC guidance to ensure the benchmarks reflect local travel behavior. Any references to lower urban or transit-supported parking rates in these national sources should be noted as not applicable given current conditions.

Land Use	Castle Rock Municipal Code 17.54.040 (2014)	Castle Rock Municipal Code 17.54.040 (Updated 2025)	ITE Standard	ULI Standard	PCC Standard	Key Trend
Housing for senior citizens	1 / unit + 1 / employee on max. shift 1 / 5 beds + 1 / employee on max. shift	1.10 / unit	0.7–1.2 / unit (ITE 252)	Shared Parking overlap with staff/service areas	0.8–1.0 / unit common	Revised to a per-unit basis reflecting lower car ownership among seniors; still consistent with ITE mid-range.
Hotel, motel and bed and breakfast establishment	1.2 / room + req. spaces for all accessory uses	1.2 / room + req. spaces for all accessory uses	1.0–1.2 / room (ITE 310)	Shared Parking allows overlap with restaurant/event use	1.0–1.25 / room	No change, accessory uses remain additive; still consistent with other parking standards' higher range.
Day care center	1 /employee + 1 / 6 children plus 1 / facility-owned vehicle + a passenger loading space	1 /employee + 1 / 6 children plus 1 / facility-owned vehicle + a passenger loading space	0.3–0.4 / child or 1.5–2.0 / 1,000 sf (ITE 565)	Shared Parking may offset daytime overlap	0.25–0.5 / child + staff	No change, loading emphasis retained; relatively lower than other parking standards.
Office						
General	4 / 1,000 sf GLA	4 / 1,000 sf GLA	3.0–4.5 / 1,000 sf (ITE 710, 720)	Shared Parking reduces Downtown ratios by 10–20%	3.5–4.5 / 1,000 sf	No change; still consistent with other parking standards' mid-range.
Government	3.5 / 1,000 sf GFA	3.5 / 1,000 sf GFA	3–4 / 1,000 sf (comparable to office)	Shared municipal parking common	3–4 / 1,000 sf typical	No change; still consistent with other parking standards' mid-range.
Medical office and clinic	5 / 1,000 sf GLA	5 / 1,000 sf GLA	3.5–5.5 / 1,000 sf (ITE 720)	Shared Parking overlap limited	4–5 / 1,000 sf typical	No change; still consistent with other parking standards' higher range.
Bank / Financial Institution	3.5 / 1,000 sf GFA + 1 / employee + 3 stacking spaces / drive-up window	3.5 / 1,000 sf GFA + 1 / employee + 3 stacking spaces / drive-up window	3–4 / 1,000 sf + stacking (ITE 912)	Shared Parking offsets peak overlap	3–4 / 1,000 sf	No change, stacking maintained; still consistent with other parking standards' mid-range.
Places of public assembly	1 / 3 fixed seats + 5 / 1,000 sf for other rooms used for assembly + req. spaces for each additional use	1 / 3 fixed seats + 5 / 1,000 sf for other rooms used for assembly + req. spaces for each additional use	1 / 3–4 seats (ITE 560)	Shared Parking offsets between day/evening peaks	0.25–0.33 / seat	No change; still consistent with other parking standards.

Land Use	Castle Rock Municipal Code 17.54.040 (2014)	Castle Rock Municipal Code 17.54.040 (Updated 2025)	ITE Standard	ULI Standard	PCC Standard	Key Trend
Library, museum	2 / 1,000 sf GFA	2 / 1,000 sf GFA	1.5–2.5 / 1,000 sf (ITE 530)	Shared Parking overlap with day uses	2.0 / 1,000 sf typical	No change; still consistent with other ITE mid-range.
Funeral home, mortuary, crematorium	1 / 4 seats + 1 / employee	1 / 4 seats + 1 / employee	1 / 4 seats (ITE 620)	Shared Parking limited; event peaks	1 / 4 seats typical	No change; still consistent with other parking standards.
Veterinary clinic	5 / 1,000 sf GFA	5 / 1,000 sf GFA	3–5 / 1,000 sf (ITE 540)	Shared Parking overlap with retail/office	4–5 / 1,000 sf	No change; still consistent with other parking standards' higher range.
Fitness club or commercial recreation	4 / 1,000 sf GFA	4 / 1,000 sf GFA	3–5 / 1,000 sf (ITE 492)	Shared Parking overlaps off-peak	3–4 / 1,000 sf typical	No change; still consistent with other parking standards' higher range.
Market - convenience	5 / 1,000 sf GFA + 1 / employee	5 / 1,000 sf GFA + 1 / employee	4–5 / 1,000 sf + pump (ITE 851)	Shared Parking minimal benefit	4–5 / 1,000 sf	No change; still consistent with other parking standards' higher range.
Market - supermarket	5 / 1,000 sf GFA	5 / 1,000 sf GFA	4–6 / 1,000 sf (ITE 850)	Shared Parking offset with mixed retail	5 / 1,000 sf	No change; still consistent with other parking standards.
Shopping center	4 / 1,000 sf GLA min. and 4.5 / 1,000 sf GLA max.	4 / 1,000 sf GLA min. and 4.5 / 1,000 sf GLA max.	4–5 / 1,000 sf (ITE 820)	ULI Shared Parking yields 20–30% reduction	4 / 1,000 sf typical	No change; still consistent with other parking standards.
Retail sales or service	5 / 1,000 sf GFA	5 / 1,000 sf GFA	4 – 5 / 1,000 sf (suburban) 2 – 3 / 1,000 sf (Downtown or mixed-use)	4.0 / 1,000 sf reductions = 15 – 35 % when adjacent to restaurants, offices, or residential uses	4.0 – 5.0 / 1,000 sf; urban or TOD areas 2.5 – 3.5 / 1,000 sf	CR requirements are applied townwide. Other parking standards reflect moderate suburban demand but allow contextual adjustment Downtown.
Retail store (for large items)	3.5 / 1,000 sf GFA	3.5 / 1,000 sf GFA	2.5 – 3.5 / 1,000 sf typical; OR warehouse centers 2.0 / 1,000 sf	3 / 1,000 sf; reductions = 10 – 25 % in mixed-use developments	3 / 1,000 sf ± warehouse component; may include 1 / company vehicle	No change; still consistent with other parking standards' mid-range.

Land Use	Castle Rock Municipal Code 17.54.040 (2014)	Castle Rock Municipal Code 17.54.040 (Updated 2025)	ITE Standard	ULI Standard	PCC Standard	Key Trend
Restaurant, tavern and lounge						
Fast food, family, high turnover	10 / 1,000 sf GFA + 8 stacking spaces / drive-thru	10 / 1,000 sf GFA + 8 stacking spaces / drive-thru	10–12 / 1,000 sf + stacking (ITE 933)	Shared Parking reduces if part of center	8–12 / 1,000 sf + stacking	No change; still consistent with other parking standards' mid-range.
Full-service, low turnover	1 / 3 seats OR 12 / 1,000 sf GFA, whichever provides the most parking	1 / 3 seats OR 12 / 1,000 sf GFA, whichever provides the most parking	8–12 / 1,000 sf (ITE 932)	Shared Parking overlap between lunch/dinner	8–12 / 1,000 sf	Dual metric retained; still consistent with other parking standards' higher range.
Tavern or lounge	1 / 3 seats OR 12 / 1,000 sf GFA, whichever provides the most parking	1 / 3 seats OR 12 / 1,000 sf GFA, whichever provides the most parking	8–12 / 1,000 sf (ITE 931)	Shared Parking overlap with nightlife uses	8–12 / 1,000 sf	Dual metric retained; still consistent with other parking standards' higher range.
Hair salon/barber shop	1.5 / service chair + 1 / employee	1.5 / service chair + 1 / employee	2–4 / 1,000 sf OR 2–4 / chair (ITE 925)	Shared Parking overlap with retail	3 / 1,000 sf typical	Chair-based approach sustained; relatively lower than ITE parking standard.
Auto parts store	3 / 1,000 sf GFA + 1 / employee	3 / 1,000 sf GFA + 1 / employee	3 / 1,000 sf (ITE 843)	Shared Parking limited	3 / 1,000 sf typical	No change; still consistent with other parking standards.
Vehicle sales and leasing	1.5 / 1,000 sf of indoor display area + 3 / service bay + 1 / employee on max. shift	1.5 / 1,000 sf of indoor display area + 3 / service bay + 1 / employee on max. shift	2–3 / 1,000 sf display + bay (ITE 841)	Shared Parking small reduction	2–3 / 1,000 sf typical	No change; relatively lower than other parking standards.

Land Use	Castle Rock Municipal Code 17.54.040 (2014)	Castle Rock Municipal Code 17.54.040 (Updated 2025)	ITE Standard	ULI Standard	PCC Standard	Key Trend
Auto Service						
Car wash and detail	1 / employee + 1 / bay or stall + adequate space for pull-out and drive aisles	1 / employee + 1 / bay or stall + adequate space for pull-out and drive aisles	1–2 / bay + stacking (ITE 947)	Shared Parking not applied	2 / bay typical	No change; relatively lower than other parking standards.
Gas station	1 / employee	1 / employee	Pump-based; small lot parking (ITE 947)	Shared Parking N/A	Pump + staff spaces	No change.
Gas station with convenience store	1 / employee + 2 / pump island + 4 / 1,000 sf GFA + 2 / service bay	1 / employee + 2 / pump island + 4 / 1,000 sf GFA + 2 / service bay	4–5 / 1,000 sf + pump (ITE 853)	Shared Parking modest overlap	4–5 / 1,000 sf	No change; still consistent with other parking standards.
Repair	1 / employee + 3 / service bay	1 / employee + 3 / service bay	2–4 / bay + employee (ITE 948)	Shared Parking limited	3 / bay typical	No change; still consistent with other parking standards.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 18. **File #:** ORD 2026-014

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., director of Castle Rock Water
Nichol Bussey, Business Solutions Manager

Ordinance Amending Sections 4.04.150 and 13.12.080 of the Castle Rock Municipal Code by Adopting a Revised Methodology for Calculating Renewable Water Resource Fees and Water and Wastewater System Development Fees for the Construction of New Single-Family Residential Homes (First Reading) *[Entire Castle Rock Water Service Area]*

Executive Summary

Staff is requesting Town Council approval of an Ordinance on first reading (Attachment A) modifying the methodology for assessing System Development Fees (SDFs) for new single-family residential development. The proposed approach aligns Water, Water Resources, and Wastewater SDFs with observed system demand based on total home size.

Under this proposal, Castle Rock Water would implement a tiered System Development Fee structure for single-family residential homes based on total square footage, including both finished living space and any unfinished basement area that could reasonably be converted to habitable space in the future. This ensures that fees reflect the full potential long-term demand a home may place on the water and wastewater systems.

The proposed methodology is based on an analysis of water use from 750 homes constructed between 2023 and 2025, which demonstrates a clear relationship between home size and water demand. However, the data also shows that this relationship is not strictly linear. Water use increases more rapidly at smaller home sizes, stabilizes through the mid-range, and increases again for larger homes. Because a single regression formula would not accurately represent this pattern and could result in over- or under-charging across different home sizes, staff determined that a tiered structure provides a more accurate and defensible method for aligning fees with actual system demand.

Staff proposes a tiered System Development Fee structure based on total home square footage, as shown in Table 1 below. The tiers are generally organized in 500-square-foot increments, reflecting observed differences in average daily water use associated with home size. Under this structure, Water, Water Resources, and Wastewater System Development Fees are scaled proportionally, with

smaller homes paying lower fees and larger homes paying higher fees based on their relative system impact.
To establish a consistent baseline for fee calculation, one Single Family Equivalent (SFE) is defined as the 75th percentile of home size constructed since 2023. This benchmark reflects a representative upper-range home within the Town's current development pattern and aligns the standard SDF with the level of service required to support commonly constructed larger homes. Homes smaller than this benchmark pay proportionally less, while larger homes pay proportionally more based on their relative demand.

Table 1

Total SF including unfinished basement	3-year average GPD	% of SDF	Water System	Renewable Water aka Water Resources	Wastewater System	Total
Less than 500	45	27%	$ 2,676.02	$ 9,654.52	$ 1,651.80	$ 13,982.34
500-999	55	33%	$ 3,270.69	$ 11,799.97	$ 2,018.86	$ 17,089.52
1000-1499	65	39%	$ 3,865.36	$ 13,945.42	$ 2,385.93	$ 20,196.71
1500-1999	70	42%	$ 4,162.69	$ 15,018.14	$ 2,569.46	$ 21,750.30
2000-2499	109	65%	$ 6,481.91	$ 23,385.40	$ 4,001.02	$ 33,868.32
2500-2999	136	81%	$ 8,087.52	$ 29,178.11	$ 4,992.10	$ 42,257.72
3000-3499	137	82%	$ 8,146.99	$ 29,392.65	$ 5,028.80	$ 42,568.44
3500-3999	138	83%	$ 8,206.46	$ 29,607.20	$ 5,065.51	$ 42,879.16
4000-4499	142	85%	$ 8,444.32	$ 30,465.38	$ 5,212.34	$ 44,122.04
4500-4999	146	87%	$ 8,682.19	$ 31,323.56	$ 5,359.16	$ 45,364.91
5000-5499	155	93%	$ 9,217.40	$ 33,254.46	$ 5,689.52	$ 48,161.38
5500-5999	167	100%	$ 9,931.00	$ 35,829.00	$ 6,130.00	$ 51,890.00
6000-6499	175	105%	$ 10,406.74	$ 37,545.36	$ 6,423.65	$ 54,375.75
6500-6999	177	106%	$ 10,525.67	$ 37,974.45	$ 6,497.07	$ 54,997.19
7000-7499	185	111%	$ 11,001.41	$ 39,690.81	$ 6,790.72	$ 57,482.93
7500-7999	192	115%	$ 11,417.68	$ 41,192.62	$ 7,047.66	$ 59,657.96
8000-8499	200	120%	$ 11,893.41	$ 42,908.98	$ 7,341.32	$ 62,143.71
8500-8999	207	124%	$ 12,309.68	$ 44,410.80	$ 7,598.26	$ 64,318.74
9000-9499	215	129%	$ 12,785.42	$ 46,127.16	$ 7,891.92	$ 66,804.49
9500-9999	223	134%	$ 13,261.16	$ 47,843.51	$ 8,185.57	$ 69,290.24
Over 10,000	230	138%	$ 13,677.43	$ 49,345.33	$ 8,442.51	$ 71,465.27

This proposal reflects the Town's ongoing evaluation of water use patterns in new residential development constructed under the 2022 landscape standards, as well as Town Council's interest in housing attainability and fee proportionality. Castle Rock Water ensures the alignment of measurable water demand and the cost of service for new development by completing an annual rates and fees

study. This evaluation was undertaken in between these studies to focus on the impact of the relatively new 2022 landscape standards for which Castle Rock Water finally had adequate data to evaluate impact. By ensuring alignment of System Development Fees with measurable water demand and observed development impacts, the revised methodology improves proportionality, supports housing attainability by reducing fees for smaller homes, and maintains full cost recovery under the Town's "growth pays for growth" framework.

Castle Rock Water worked closely with Stantec, our expert consultant on rates and fees in developing this revised approach. Stantec's review of the revised methodology is provided as Attachment B.

Budget Impact

The proposed methodology is expected to result in lower System Development Fee revenues for the Water, Water Resources, and Wastewater SDFs for new single-family residential development. Based on observed building patterns from 2023 and 2024, and assuming similar trends in both the number and size distribution of new homes, overall SDF revenues are projected to decrease by approximately 10 percent under the proposed tiered structure.

Within the study sample of 750 homes, 67 homes would experience no change in System Development Fees, 554 homes would see a reduction in fees, and 129 homes would see an increase. These outcomes reflect the distribution of home sizes within the community, where the majority of homes fall below the proposed Single Family Equivalent (SFE) benchmark and therefore benefit from lower, more proportionate fees, while larger homes pay increased fees consistent with their higher system demand.

While these changes are expected to reduce overall SDF revenues, the analysis demonstrates a clear relationship between total home size and water demand, supporting the proposed tiered structure. The revised methodology aligns fees more closely with observed system usage and long-term demand characteristics, ensuring that SDFs remain consistent with cost-of-service principles. By tying fees directly to total square footage, the approach strengthens the nexus between development impacts and fee assessment while maintaining the Town's commitment that growth funds the infrastructure necessary to support growth.

Staff will continue to monitor building trends, home size distribution, and water use data to ensure ongoing alignment between SDF revenues and infrastructure funding needs and to evaluate whether adjustments to the tier structure or additional customer classes may be warranted in the futu

Staff Recommendation

Staff recommends Town Council approval of an Ordinance modifying the System Development Fee methodology for single-family residential development as follows:

Single-Family Residential SDF Methodology

• System Development Fees for Water, Water Resources, and Wastewater shall be based on total square footage of the home, including both finished living space and any unfinished basement square footage that could reasonably be converted to habitable space.

• Fees shall be determined using a tiered structure based on total square footage, organized in 500-square-foot increments from 0 to 10,000 square feet, as outlined in Table 1. Each tier reflects the average water demand associated with that home size.

• One Single Family Equivalent (SFE) shall be defined as the 75th percentile of home size constructed since 2023, establishing the baseline fee level for a representative upper-range home.

• Homes smaller than the SFE benchmark shall pay proportionally lower System Development Fees, while homes larger than the SFE benchmark shall pay proportionally higher fees based on their relative demand.

Applicability

• This methodology shall apply to single-family residential homes served by a standard ¾-inch water meter.

• Plumbing fixture counts shall continue to be required at the time of plan review for the purpose of determining appropriate meter sizing. Plumbing fixture counts shall include all plumbing fixtures and water-using features associated with the home, including any optional or future features available at the time of permit submittal, consistent with current submittal requirements.

• All other customer classes and meter sizes shall continue to pay System Development Fees in accordance with the schedule implemented on January 1, 2026.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Staff Report
Attachment A: Ordinance
Attachment B: Stantec Consulting Services Letter of Support

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Nichol Bussey, Business Solutions Manager

Title **Ordinance Amending Sections 4.04.150 and 13.12.080 of the Castle Rock Municipal Code by Adopting a Revised Methodology for Calculating Renewable Water Resource Fees and Water and Wastewater System Development Fees for the Construction of New Single-Family Residential Homes** *[Entire Castle Rock Water Service Area]*

Executive Summary

Staff is requesting Town Council approval of an Ordinance on first reading (Attachment A) modifying the methodology for assessing System Development Fees (SDFs) for new single-family residential development. The proposed approach aligns Water, Water Resources, and Wastewater SDFs with observed system demand based on total home size.

Under this proposal, Castle Rock Water would implement a tiered System Development Fee structure for single-family residential homes based on total square footage, including both finished living space and any unfinished basement area that could reasonably be converted to habitable space in the future. This ensures that fees reflect the full potential long-term demand a home may place on the water and wastewater systems.

The proposed methodology is based on an analysis of water use from 750 homes constructed between 2023 and 2025, which demonstrates a clear relationship between home size and water demand. However, the data also shows that this relationship is not strictly linear. Water use increases more rapidly at smaller home sizes, stabilizes through the mid-range, and increases again for larger homes. Because a single regression formula would not accurately represent this pattern and could result in over- or under-charging across different home sizes, staff determined that a tiered structure provides a more accurate and defensible method for aligning fees with actual system demand.

Staff proposes a tiered System Development Fee structure based on total home square footage, as shown in Table 1 below. The tiers are generally organized in 500-square-foot increments, reflecting observed differences in average daily water use associated with home size. Under this structure, Water, Water Resources, and Wastewater System

Development Fees are scaled proportionally, with smaller homes paying lower fees and larger homes paying higher fees based on their relative system impact.
To establish a consistent baseline for fee calculation, one Single Family Equivalent (SFE) is defined as the 75th percentile of home size constructed since 2023. This benchmark reflects a representative upper-range home within the Town's current development pattern and aligns the standard SDF with the level of service required to support commonly constructed larger homes. Homes smaller than this benchmark pay proportionally less, while larger homes pay proportionally more based on their relative demand.

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6500-6999	177	106%	$ 10,525.67	$ 37,974.45	$ 6,497.07	$ 54,997.19
7000-7499	185	111%	$ 11,001.41	$ 39,690.81	$ 6,790.72	$ 57,482.93
7500-7999	192	115%	$ 11,417.68	$ 41,192.62	$ 7,047.66	$ 59,657.96
8000-8499	200	120%	$ 11,893.41	$ 42,908.98	$ 7,341.32	$ 62,143.71
8500-8999	207	124%	$ 12,309.68	$ 44,410.80	$ 7,598.26	$ 64,318.74
9000-9499	215	129%	$ 12,785.42	$ 46,127.16	$ 7,891.92	$ 66,804.49
9500-9999	223	134%	$ 13,261.16	$ 47,843.51	$ 8,185.57	$ 69,290.24
Over 10,000	230	138%	$ 13,677.43	$ 49,345.33	$ 8,442.51	$ 71,465.27

This proposal reflects the Town's ongoing evaluation of water use patterns in new residential development constructed under the 2022 landscape standards, as well as Town Council's interest in housing attainability and fee proportionality. Castle Rock Water ensures the alignment of measurable water demand and the cost of service for new development by completing an annual rates and fees study. This evaluation was undertaken in between these studies to focus on the impact of the relatively new 2022 landscape standards for which Castle Rock Water finally had adequate data to evaluate impact. By ensuring alignment of System Development Fees with measurable water demand and observed development impacts, the revised methodology improves proportionality, supports housing attainability by reducing fees for smaller homes, and maintains full cost recovery under the Town's "growth pays for growth" framework.

Castle Rock Water worked closely with Stantec, our expert consultant on rates and fees in developing this revised approach. Stantec's review of the revised methodology is provided as Attachment B.

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

Preliminary analysis, discussion, and recommendations related to this item were presented to the Economic Development Council Water Subcommittee at their meetings on December 19, 2025, January 16, February 20, and March 20, 2026.

Castle Rock Water staff subsequently presented this item to the Castle Rock Water Commission at their meeting held on March 25, 2026, and the Castle Rock Water Commission voted 7 to 0 to recommend Town Council approval of the Ordinance as presented.

Discussion

System Development Fees ensure that new development contributes proportionally to the cost of infrastructure required to serve growth. These costs include water rights, water supply infrastructure, raw and treated water storage, water treatment capacity, water transmission infrastructure, water distribution systems, wastewater treatment capacity, wastewater collection, and necessary expansions and improvements of these systems.

From 2023 through 2025, Castle Rock Water provided a System Development Fee credit for builders who installed both the front and back yard landscaping at the time of home construction, based on the assumption that installation of full landscaping by the builder could reduce long-term outdoor water demand. Staff conducted an analysis of water consumption patterns for new homes subject to this credit and found that builder-installed front and back yard landscaping did not result in a measurable difference in average water use compared to homes where landscaping was completed by the homeowner. Because the credit was not supported by observed demand reductions, Castle Rock Water discontinued this landscaping-related SDF credit effective January 1, 2026.

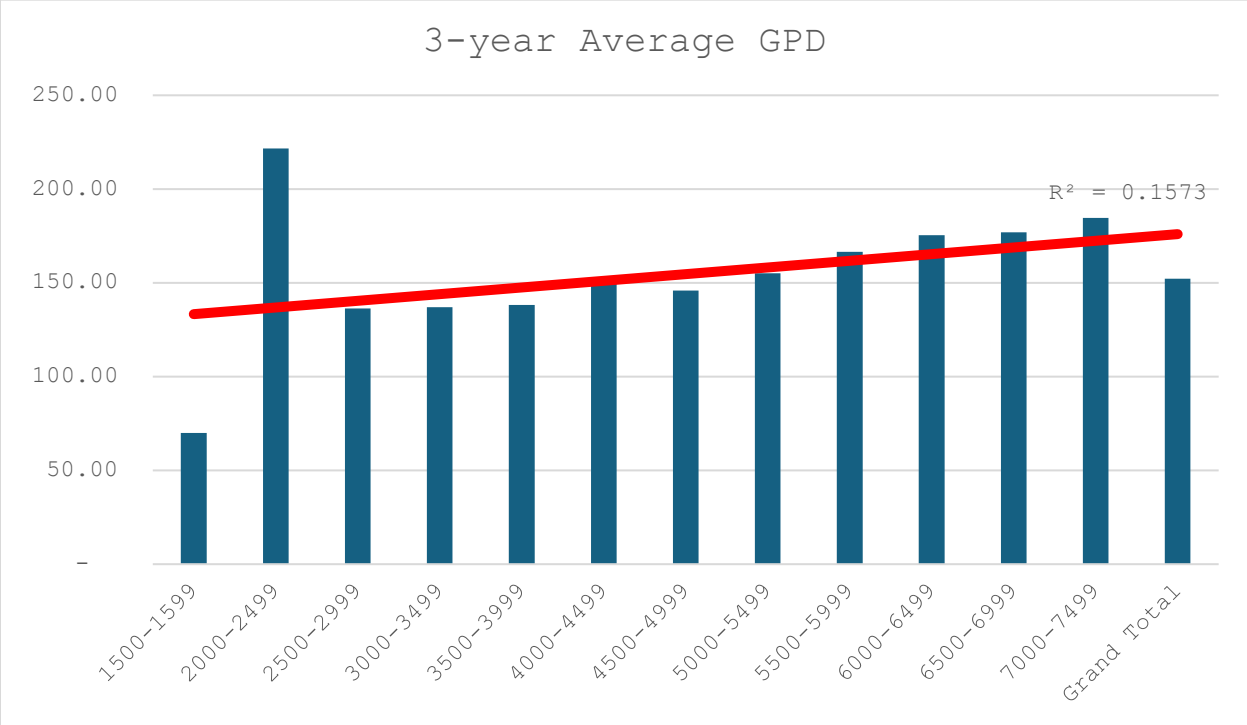
More broadly, Castle Rock Water's System Development Fees are structured to ensure that growth pays for growth and that new development fully funds the infrastructure required to serve it. At the same time, staff initiated additional analysis to evaluate whether measurable differences in system demand exist that could support more proportional fee alignment. The goal of this effort was to use observed water use and development patterns to better align fees with demand, while maintaining full cost recovery and ensuring that the Town's "growth pays for growth" framework remains intact.

Staff conducted an analysis of water use patterns for 750 single-family residential homes constructed between 2023 and 2025. These homes were built under the Town's updated 2022 landscape standards, which became effective January 1, 2023, providing a consistent baseline for evaluating water demand. It is important to note that until this year, there was not adequate data to undertake this kind of evaluation on homes built

under the new code. Castle Rock Water wanted to have at least two full years of water use data for this evaluation. The analysis grouped homes into 500-square-foot increments and evaluated both monthly and daily water consumption across each category.

Results show a clear relationship between total home size and water demand. The overall average water use across all homes in the study was approximately 152 gallons per day (GPD). Smaller homes demonstrated significantly lower usage, while larger homes showed progressively higher demand. For example, homes between 1,500 and 1,999 square feet averaged approximately 70 GPD (46% of the overall average), while homes between 5,500 and 5,999 square feet averaged approximately 167 GPD (109% of average). At the upper end of the range, homes between 7,000 and 7,499 square feet averaged approximately 185 GPD (121% of average).

Figure 1 illustrates the relationship between total square footage and average daily water demand across the study period.



As shown in Figure 1, while this analysis demonstrates a consistent overall increase in water use as home size increases, the relationship is not strictly linear. Water demand increases more rapidly at smaller home sizes, stabilizes through the mid-range, and then increases again for larger homes. This variability within and between size categories indicates that a single regression formula would not accurately represent system demand across all home sizes. In practice, a single formula would introduce systematic bias by overestimating demand for smaller homes and underestimating demand for mid-sized homes, resulting in fees that are not proportional to actual system impacts.

As a result, staff determined that a tiered or segmented approach based on observed data provides a more accurate, equitable, and defensible method for aligning System Development Fees with actual system demand.

The distribution of homes in the dataset further supports this approach and demonstrates that the proposed structure aligns with current development patterns. The majority of homes constructed during the study period fall within the 3,000 to 5,500 square foot range, representing over 55% of the sample, with relatively consistent water use between approximately 137 and 155 GPD. Smaller homes represent a much smaller share of construction but consistently show lower system demand, while larger homes demonstrate increasing demand consistent with expanded living space and associated water use.

One category (2,000–2,499 square feet) exhibited anomalously high water use (221 GPD) due to a very small sample size of three homes and was determined to be statistically unreliable. Consistent with standard analytical practice, categories with limited sample sizes or anomalous results were normalized using interpolation between adjacent square footage ranges to better reflect the overall relationship between home size and water demand and to avoid distortion from statistically unreliable data points.

In addition to addressing categories with limited sample sizes, staff also evaluated square footage ranges at the lower and upper ends of the dataset where few or no representative homes were available. For these ranges, average water demand values were developed using extrapolation from observed trends in adjacent square footage categories. At the lower end, this approach reflects the continued reduction in water use associated with smaller living areas, while at the upper end it reflects the gradual increase in demand observed in larger homes with larger lots, more bedrooms and bathrooms and larger irrigated landscapes. These extrapolated values were developed to maintain a consistent and smooth progression in water demand across all home sizes, avoid artificial gaps in the fee structure, and ensure that System Development Fees can be applied uniformly across the full range of potential residential development. This approach is consistent with standard analytical practices and supports a complete and administratively implementable fee schedule.

Based on these observed patterns in both water demand and home size distribution, staff identified the need for a representative benchmark to serve as the basis for System Development Fee calculations. Staff therefore proposes a revised System Development Fee methodology in which all Water, Water Resources, and Wastewater SDFs are based on the total square footage of the home, including both finished living space and any unfinished basement square footage that could reasonably be converted to habitable space in the future. “Total square footage” means the sum of all finished square footage and any unfinished basement square footage that could reasonably be converted to habitable space. Including unfinished basement square footage ensures that fees reflect the full potential long-term demand a home may place on the system.

“Finished square footage” refers to habitable, conditioned living space within the home that is served by heating and/or cooling systems and intended for regular occupancy, consistent with standard residential building definitions. This includes above-grade living areas and any finished basement space, but excludes unfinished basements, garages, and other non-habitable areas. For clarity, this methodology applies to single-family

residential homes, including both single-family detached dwellings (one-family homes) and single-family attached dwellings (two-family homes), including individual units within duplexes, where each dwelling unit is served by a separate, independent water service line and meter. This definition does not include multifamily dwelling units, which are defined as three or more residential units within a single building or multiple units served by a master meter, such as apartments or multi-level condominium buildings. Individually owned condominiums and townhomes that share only common walls and are served by separate service lines and meters are considered single-family residential for purposes of this fee structure.

Under this approach, each home's SDF is determined using the relationship between square footage and average water demand established through the study, rather than a single flat fee or purely fixture-based approach. This creates a direct and measurable nexus between development characteristics and system impact.

Although System Development Fees under this proposal are based on total home square footage, applicants will still be required to submit plumbing fixture counts as part of the plan review and building permit process to determine the appropriate water meter size and to ensure that Castle Rock Water has all of the information needed to continue to evaluate water demand verses all the potential parameters that may impact that demand. Plumbing fixture counts shall include all plumbing fixtures and water-using features associated with the home, including any optional or future features available at the time of permit submittal, consistent with current submittal requirements.

The proposed SDF methodology applies only to single-family residential homes served by a standard ¾-inch meter. All other customer classes and meter sizes will continue to pay System Development Fees in accordance with the schedule implemented on January 1, 2026. Castle Rock Water may evaluate additional customer classes and meter sizes in the future to determine whether similar adjustments are appropriate based on available data and observed demand patterns.

Castle Rock Water has, in limited cases, partnered with developers to implement "water efficiency plans" for specific communities, where enhanced water conservation measures were incorporated into home design and landscaping in exchange for reduced System Development Fees. While these arrangements have demonstrated potential for reducing long-term system demand, they have been evaluated on a case-by-case basis and tailored to the specific characteristics of each development. This proposal does not modify or replace the ability to consider such arrangements in the future; however, any water efficiency plans would continue to be reviewed independently and would require separate analysis and approval to ensure that any fee adjustments remain supported by measurable reductions in system demand and consistency with cost-of-service principles.

To establish a consistent and defensible baseline for fee calculation, one Single Family Equivalent (SFE) is defined as the 75th percentile of home size constructed since 2023. This benchmark was selected because it reflects a representative upper-range home within the Town's current development pattern, rather than an average influenced by smaller homes or outliers. Using the 75th percentile ensures that the standard SDF aligns with the level of service required to support a typical larger home that still occurs frequently in the market. This approach provides a stable and policy-relevant reference

point for scaling fees, such that homes smaller than this benchmark pay proportionally less, while larger homes pay proportionally more based on their relative demand. By anchoring the SFE to observed development patterns, the methodology strengthens the nexus between system demand and fee assessment while avoiding distortions that could result from using either a simple average or an extreme value.

This approach directly aligns System Development Fees with observed water use patterns and improves proportionality by tying fees to measurable system impacts. It also provides a clear and predictable framework for the development community while supporting the Town's broader objectives of encouraging smaller, more attainable housing options and ensuring that growth continues to fund the infrastructure necessary to support it.

Budget Impact

The proposed methodology is expected to result in lower System Development Fee revenues for the Water, Water Resources, and Wastewater SDFs for new single-family residential development. Based on observed building patterns from 2023 and 2024, and assuming similar trends in both the number and size distribution of new homes, overall SDF revenues are projected to decrease by approximately 10 percent under the proposed tiered structure.

Within the study sample of 750 homes, 67 homes would experience no change in System Development Fees, 554 homes would see a reduction in fees, and 129 homes would see an increase. These outcomes reflect the distribution of home sizes within the community, where the majority of homes fall below the proposed Single Family Equivalent (SFE) benchmark and therefore benefit from lower, more proportionate fees, while larger homes pay increased fees consistent with their higher system demand.

While these changes are expected to reduce overall SDF revenues, the analysis demonstrates a clear relationship between total home size and water demand, supporting the proposed tiered structure. The revised methodology aligns fees more closely with observed system usage and long-term demand characteristics, ensuring that SDFs remain consistent with cost-of-service principles. By tying fees directly to total square footage, the approach strengthens the nexus between development impacts and fee assessment while maintaining the Town's commitment that growth funds the infrastructure necessary to support growth.

Staff will continue to monitor building trends, home size distribution, and water use data to ensure ongoing alignment between SDF revenues and infrastructure funding needs and to evaluate whether adjustments to the tier structure or additional customer classes may be warranted in the future.

Schedule

If approved, staff will update the System Development Fee schedule and implement policy to reflect the tiered fee structure based on total home square footage. Staff will coordinate with Development Services to incorporate the updated fee methodology into the building permit review process and ensure consistent application at permit issuance.

Staff will also communicate the changes to the development community and the Home Builders Association (HBA). Implementation would begin on June 1, 2026.

Recommendation

Staff recommends Town Council approval of an Ordinance modifying the System Development Fee methodology for single-family residential development as follows:

Single-Family Residential SDF Methodology

• System Development Fees for Water, Water Resources, and Wastewater shall be based on total square footage of the home, including both finished living space and any unfinished basement square footage that could reasonably be converted to habitable space.

• Fees shall be determined using a tiered structure based on total square footage, organized in 500-square-foot increments from 0 to 10,000 square feet, as outlined in Table 1. Each tier reflects the average water demand associated with that home size.

• One Single Family Equivalent (SFE) shall be defined as the 75th percentile of home size constructed since 2023, establishing the baseline fee level for a representative upper-range home.

• Homes smaller than the SFE benchmark shall pay proportionally lower System Development Fees, while homes larger than the SFE benchmark shall pay proportionally higher fees based on their relative demand.

Applicability

• This methodology shall apply to single-family residential homes served by a standard ¾-inch water meter.

• Plumbing fixture counts shall continue to be required at the time of plan review for the purpose of determining appropriate meter sizing. Plumbing fixture counts shall include all plumbing fixtures and water-using features associated with the home, including any optional or future features available at the time of permit submittal, consistent with current submittal requirements.

• All other customer classes and meter sizes shall continue to pay System Development Fees in accordance with the schedule implemented on January 1, 2026.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Ordinance
Attachment B: Stantec Consulting Services, Inc. Letter of Support

ORDINANCE NO. 2026-014

AN ORDINANCE AMENDING SECTIONS 4.04.150 AND 13.12.080 OF THE CASTLE ROCK MUNICIPAL CODE BY ADOPTING A REVISED METHODOLOGY FOR CALCULATING RENEWABLE WATER RESOURCE FEES AND WATER AND WASTEWATER SYSTEM DEVELOPMENT FEES FOR THE CONSTRUCTION OF NEW SINGLE-FAMILY RESIDENTIAL HOMES

WHEREAS, renewable water resource fees and water and wastewater system development fees (the "Development Fees") are used by the Town of Castle Rock (the "Town") to ensure that the development community contributes their proportional share of the costs to acquire renewable water supplies and to construct water and wastewater infrastructure necessary to serve new growth; and

WHEREAS, the Town's Water Enterprise ("Castle Rock Water") evaluates the Development Fees on an annual basis to ensure that they are appropriate to cover the cost of the demand placed on the water and wastewater system by new single-family residential dwellings; and

WHEREAS, by the end of 2025, Castle Rock Water had compiled actual water use data over two calendar years for new single-family dwellings constructed in accordance with the 2022 landscape ordinance, which ordinance requires the installation of Coloradoscape rather than turf for front yards and limits the amount of irrigated turf allowed in rear yards; and

WHEREAS, using the data it has complied, Castle Rock Water has been able to accurately evaluate the impact that new single-family residential dwellings have on water demand; and

WHEREAS, the results of Castle Rock Water's review show that single-family residential dwellings constructed in accordance with the 2022 landscape ordinance have water demands that directly correlate to the total square footage of the gross floor area of such dwellings; and

WHEREAS, Castle Rock Water has concluded that a proportional reduction in Development Fees for smaller single-family residential dwellings is reasonable because such homes place a demonstrably lower demand on water supplies, treatment, storage, and wastewater capacity; and

WHEREAS, likewise, Castle Rock Water has concluded that a proportional increase in Development Fees for larger single-family residential dwellings is reasonable because such homes place a demonstrably higher demand on water supplies, treatment, storage, and wastewater capacity; and

WHEREAS, Castle Rock Water recommends that Town Council amend the Town Code by adopting a table whereby the Development Fees charged for new single-family residential dwellings directly correlate to the total square footage of the gross floor area of such dwellings; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to approve the proposed methodology for Development Fees.

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

Section 1. **Amendment**. Section 4.04.150.A of the Castle Rock Municipal Code is amended to read as follows:

4.04.150 - Renewable water resource fee.

A. In order to defray the cost incurred by the Town in the acquisition and development of renewable water resources consistent with the water plan and this Chapter, there is imposed a renewable water resource fee as a condition to the right to connect to the municipal water system. The renewable water resource fee FOR THE CONSTRUCTION OF ANY NEW COMMERCIAL AND INDUSTRIAL BUILDINGS AND MULTIFAMILY RESIDENTIAL DWELLINGS is established at the following schedule of fees in effect as of the date of a complete building permit application:

Renewable Water Resource FeeS – COMMERCIAL AND INDUSTRIAL BUILDINGS AND MULTIFAMILY RESIDENTIAL DWELLINGS

Meter Size	*SFE*	*Meter Capacity (GPM*)*	*2026 and thereafter*
3/5" x 3/4"	.60	18	$21,497
5/8" × 3/4"	.67	20	$24,005
3/4"	1.00	30	$35,829
1"	1.67	50	$59,834
1.5"	3.33	100	$119,311
2" C2	6.67	200	$238,979
2" T2	8.33	250	$298,456
3" C2	16.67	500	$597,269

3" T2	21.67	650	$776,414
4" C2	33.33	1,000	$1,194,181
4" T2	41.67	1,250	$1,492,994
6" C2	66.67	2,000	$2,388,719
6" T2	83.33	2,500	$2,985,631

* Potential flow capacity in gallons per minute.

Section 2. **Repeal**. Section 4.04.150.B of the Castle Rock Municipal Code is hereby repealed in its entirety.

Section 3. **Amendment**. Section 4.04.150 of the Castle Rock Municipal Code is amended by the addition of a new Subsection E, which subsection shall read as follows:

4.04.150 - Renewable water resource fee.

E. Effective July 1, 2026, the renewable water resource fee for the construction of any new single-family residential dwelling (i.e., one-family and two-family dwellings as defined by Section 17.14.010) within the Town shall be imposed in accordance with the following schedule. Such fee shall be collected at the time a complete building permit application for the dwelling is submitted to the Town. For purposes of this subsection E, "gross floor area" shall mean the sum of the horizontal area of all floors of a building or structure, measured from the exterior face of exterior walls, or from the centerline of walls separating attached buildings. "Gross floor area" includes all enclosed and roofed floor space within the building, including basements, mezzanines, and interior circulation areas, but excludes parking garages and areas not enclosed by walls, including open balconies, decks, patios, and similar exterior spaces.

Renewable Water Resource Fees - Single-Family Residential Dwellings

Gross Floor Area in square feet	*SFE*	*July 1, 2026, and thereafter*
Less than 500	0.27	$ 9,654.52

500 - 999	0.33	$ 11,799.97
1,000 – 1,499	0.39	$ 13,945.42
1,500 – 1,999	0.42	$ 15,018.14
2,000 – 2,499	0.65	$ 23,385.40
2,500 – 2,999	0.81	$ 29,178.11
3,000 – 3,499	0.82	$ 29,392.65
3,500 – 3,999	0.83	$ 29,607.20
4,000 – 4,499	0.85	$ 30,465.38
4,500 – 4,999	0.87	$ 31,323.56
5,000 – 5,499	0.93	$ 33,254.46
5,500 – 5,999	1.00	$ 35,829.00
6,000 – 6,499	1.05	$ 37,545.36
6,500 – 6,999	1.06	$ 37,974.45
7,000 – 7,499	1.11	$ 39,690.81
7,500 – 7,999	1.15	$ 41,192.62
8,000 – 8,499	1.20	$ 42,908.98
8,500 – 8,999	1.24	$ 44,410.80

9,000 – 9,499	1.29	$ 46,127.16
9,500 – 9,999	1.34	$ 47,843.51
Over 10,000	1.38	$ 49,345.33

Section 4. **Amendment**. Section 13.12.080.A of the Castle Rock Municipal Code is amended to read as follows:

13.12.080 - System development fees.

A. In order to defray the capital costs of utilizing, expanding and developing municipal facilities for the provision of water, system development fees FOR THE CONSTRUCTION OF ANY NEW COMMERCIAL AND INDUSTRIAL BUILDINGS AND MULTIFAMILY RESIDENTIAL DWELLINGS shall be assessed in accordance with the following schedule of rates in effect as of the date of submission of a complete building permit application:

Water System Development FeeS – COMMERCIAL AND INDUSTRIAL BUILDINGS AND MULTIFAMILY RESIDENTIAL DWELLINGS

Meter Size	*SFE*	*Meter Capacity (GPM*)*	*2026 and thereafter*
3/5" x 3/4"	0.60	18	$5,959
5/8" x 3/4"	0.67	20	$6,654
3/4"	1.00	30	$9,931
1"	1.67	50	$16,585
1.5"	3.33	100	$33,070
2" C2	6.67	200	$66,240
2" T2	8.33	250	$82,725

3" C2	16.67	500	$165,550
3" T2	21.67	650	$215,205
4" C2	33.33	1,000	$331,000
4" T2	41.67	1,250	$413,825
6" C2	66.67	2,000	$662,100
6" T2	83.33	2,500	$827,550

* Potential flow capacity in gallons per minute.

Section 5. **Amendment**. Section 13.12.080.C of the Castle Rock Municipal Code is amended to read as follows:

13.12.080 - System development fees.

C. In order to defray the capital costs of utilizing, expanding and developing municipal facilities for the provision of wastewater, system development fees FOR THE CONSTRUCTION OF ANY NEW COMMERCIAL AND INDUSTRIAL BUILDINGS AND MULTIFAMILY RESIDENTIAL DWELLINGS shall be assessed in accordance with the following schedule of rates in effect as of the date of submission of a complete building permit application:

Wastewater System Development FeeS – COMMERCIAL AND INDUSTRIAL BUILDINGS AND MULTIFAMILY RESIDENTIAL DWELLINGS*

Meter Size	*SFE*	*Meter Capacity (GPM*)*	*2026 and thereafter*
3/5"x 3/4"	.60	18	$3,678
5/8" x 3/4"	.67	20	$4,107
3/4"	1.00	30	$6,130

1"	1.67	50	$10,237
1.5"	3.33	100	$20,413
2" C2	6.67	200	$40,887
2" T2	8.33	250	$51,063
3" C2	16.67	500	$102,187
3" T2	21.67	650	$132,837
4" C2	33.33	1,000	$204,313
4" T2	41.67	1,250	$255,437
6" C2	66.67	2,000	$408,687
6" T2	83.33	2,500	$510,813

* Does not apply to SFEs served by Pinery Water and Wastewater District.

Section 6. **Repeal** . Sections 13.12.080.B and D of the Castle Rock Municipal Code are hereby repealed in their entirety.

Section 7. **Amendment**. Section 13.12.080 of the Castle Rock Municipal Code is amended by the addition of a new Subsection M, which subsection shall read as follows:

13.12.080 - System development fees.

M. Effective July 1, 2026, the water system development fee for the construction of any new single-family residential dwelling (i.e., one-family and two-family dwellings as defined by Section 17.14.010) within the Town shall be imposed in accordance with the following schedule. Such fee shall be collected at the time a complete building permit application for the dwelling is submitted to the Town.

Water System Development Fees- Single-Family Residential Dwellings

Gross Floor Area in square feet	*SFE*	*July 1, 2026, and thereafter*
Less than 500	0.27	$ 2,676.02
500 - 999	0.33	$ 3,270.69
1,000 – 1,499	0.39	$ 3,865.36
1,500 – 1,999	0.42	$ 4,162.69
2,000 – 2,499	0.65	$ 6,481.91
2,500 – 2,999	0.81	$ 8,087.52
3,000 – 3,499	0.82	$ 8,146.99
3,500 – 3,999	0.83	$ 8,206.46
4,000 – 4,499	0.85	$ 8,444.32
4,500 – 4,999	0.87	$ 8,682.19
5,000 – 5,499	0.93	$ 9,217.40
5,500 – 5,999	1.00	$ 9,931.00
6,000 – 6,499	1.05	$ 10,406.74
6,500 – 6,999	1.06	$ 10,525.67
7,000 – 7,499	1.11	$ 11,001.41
7,500 – 7,999	1.15	$ 11,417.68

8,000 – 8,499	1.20	$ 11,893.41
8,500 – 8,999	1.24	$ 12,309.68
9,000 – 9,499	1.29	$ 12,785.42
9,500 – 9,999	1.34	$ 13,261.16
Over 10,000	1.38	$ 13,677.43

Section 8. **Amendment**. Section 13.12.080 of the Castle Rock Municipal Code is amended by the addition of a new Subsection N, which subsection shall read as follows:

13.12.080 - System development fees.

N. Effective July 1, 2026, the wastewater system development fee for the construction of any new single-family residential dwelling (i.e., one-family and two-family dwellings as defined by Section 17.14.010) within the Town shall be imposed in accordance with the following schedule. Such fee shall be collected at the time a complete building permit application for the dwelling is submitted to the Town.

Wastewater System Development Fees- Single-Family Residential Dwellings

Gross Floor Area in square feet	*SFE*	*July 1, 2026, and thereafter*
Less than 500	0.27	$ 1,651.80
500 - 999	0.33	$ 2,018.86
1,000 – 1,499	0.39	$ 2,385.93
1,500 – 1,999	0.42	$ 2,569.46
2,000 – 2,499	0.65	$ 4,001.02
2,500 – 2,999	0.81	$ 4,992.10

3,000 – 3,499	0.82	$ 5,028.80
3,500 – 3,999	0.83	$ 5,065.51
4,000 – 4,499	0.85	$ 5,212.34
4,500 – 4,999	0.87	$ 5,359.16
5,000 – 5,499	0.93	$ 5,689.52
5,500 – 5,999	1.00	$ 6,130.00
6,000 – 6,499	1.05	$ 6,423.65
6,500 – 6,999	1.06	$ 6,497.07
7,000 – 7,499	1.11	$ 6,790.72
7,500 – 7,999	1.15	$ 7,047.66
8,000 – 8,499	1.20	$ 7,341.32
8,500 – 8,999	1.24	$ 7,598.26
9,000 – 9,499	1.29	$ 7,891.92
9,500 – 9,999	1.34	$ 8,185.57
Over 10,000	1.38	$ 8,442.51

Section 9. **Amendment**. Section 13.12.080 of the Castle Rock Municipal Code is amended by the addition of a new Subsection N, which subsection shall read as follows:

13.12.080 - System development fees.

O. For purposes of subsections M and N of this section, "gross floor area" shall mean the sum of the horizontal area of all floors of a building or structure, measured from the exterior face of exterior walls, or from the centerline of walls separating attached buildings. "Gross floor area" includes all enclosed and roofed floor space within the building, including basements, mezzanines, and interior circulation areas, but excludes parking garages and areas not enclosed by walls, including open balconies, decks, patios, and similar exterior spaces.

Section 10. 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 11. 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 objective sought to be obtained.

Section 12. Effective Date. This Ordinance shall take effect on July 1, 2026.

APPROVED ON FIRST READING this 21st day of April, 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:

_____
Mark Marlowe, Director Castle Rock Water

Memo

To:	Nichol Bussey – Business Solutions and Support Manager	From:	Carol Malesky, Zac Koch, Yuna Oh
Project/File:	FY 2026 Proposed SDF Design - Tiered SDF Structure Based on Single-Family Residential House Size	Date:	April 8, 2026

Background

Castle Rock Water (CRW) prepares an annual rates and fees study to determine sufficient cost-of-service-based water, water resources, wastewater, and stormwater rates and fees. Stantec Consulting Services Inc.(Stantec) is engaged to assist with the annual updates and findings. As an extension of the scope for the 2026 rates and fees study, Stantec was tasked with reviewing the methodology and supporting calculations used in developing a proposed tiered system development fee (SDF) structure for new single-family residential homes that more appropriately reflects the expected water system demand.

CRW Staff prepared a Landscape Regulations Analysis. For a 3-year period, Staff examined average water consumption across several housing and site characteristics, including lot size, number of bathrooms, number of bedrooms, irrigation area, backyard installations, presence of finished basements, and finished square footage. The analysis primarily relies on comparisons of average billed water use across multiple variables to assess how each factor relates to overall demand. Stantec's review of the analysis confirms that square footage demonstrates the most consistent relationship to average water consumption among the factors evaluated, as larger homes generally demonstrate a higher average water use.

Stantec Observations

Stantec supports the CRW Staff proposal to assess single-family SDFs for water, water resources, and wastewater based on tiers of total house square footage. Staff's analysis of recent data is robust; however, monitoring average account demand and house size in the future to validate the proposed change in methodology is recommended. The following observations are provided in support of the SDF methodology recommendation:

- Correlation exists in recent CRW data between average water consumption and house size.
- The assessment of system development fees for water and wastewater connections based on house size is practiced in other states.
- Scaling SDFs by total square footage provides a nexus between the SDF assessed and expected water demand.

STANTEC CONSULTING SERVICES INC.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 4/21/2026

Item #: 19. **File #:** RES 2026-051

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
Roy Gallea, P.E., Engineering Manager
Matthew Hayes, P.E., Technical Engineering Manager
Josh Hansen, P.E., Project Manager Supervisor]
Frank Main, Project Manager
Aaron Stremel, Water Engineer

Resolution Approving a Construction Contract with 53 Corporation LLC, for the 6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project
[Paintbrush Park]

Executive Summary

The purpose of this memo is to request Town Council approval of a construction contract (***Attachment B***) with 53 Corporation LLC (53 Corp.) for dam reconstruction (Phase 1) and downstream rehabilitation (Phase 2) of 6400 East Tributary at Paintbrush Park (see ***Attachments C and D***). Staff recommends approval of the contract between Castle Rock Water (CRW) and 53 Corp. for $3,353,902 with 10% contingency for a total authorization of $3,689,292.20. The project is a 400-calendar day project. Proposed construction will commence Summer 2026 and be completed by Summer 2027.

Budget Impact

The contract amount is $3,353,902. Staff requests an additional $335,390.20 (Town-managed 10% contingency) be authorized for a total project authorization of $3,689,292.20. The project will be funded by the Water - 6400 E. Trib Stabilization Fund (210-4275-442.75-11) and Stormwater - 6400 E. Trib Stabilization Fund (212-4475-444.75-52) in the amounts shown below.

Project Number	Account Name	Account Number	Contract Amount	Contingency	Authorization Amount	2026 Budget
250017	6400 E. Trib Stabilization	212-4475-444.75-52	$2,072,455.00	$207,245.50	$2,279,700.50	$2,700,000
250017	6400 E. Trib Stabilization	210-4275-442.75-11	$1,281,447.0	$128,144.70	$1,409,591.70	$2,700,000

The funding for this project is primarily from the Stormwater Enterprise. Approximately 38% of the funding is from the Water Enterprise to acknowledge the value of maintaining the facility as a location for Douglas County's aerial fire fighting assets. The pond provides a good location for the helicopter to dip firefighting water supplies in a wild land fire response.

The project also includes approximately $260,000 in Parks amenities for the community. CRW is seeking support for these aspects of the project (***Attachment C***) not only from Parks, but also from the Meadows Metro Districts.

Staff Recommendation

Staff recommends approval of the construction contract with 53 Corp. in the amount of $3,353,902 along with 10% staff managed contingency for a total authorization of $3,689,292.20 for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project.

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
Attachment B: Construction Contract
Attachment C: Area Map
Attachment D: Location Map

Memorandum

To: Honorable Mayor and Members of Town Council

Thru: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director
Roy Gallea, P.E., Engineering Manager
Matthew Hayes, P.E., Technical Engineering Manager
Josh Hansen, P.E., Project Manager Supervisor
Frank Main, Project Manager
Aaron Stremel, Water Engineer

Title: **Resolution Approving a Construction Contract with 53 Corporation LLC, for the 6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project** [*Paintbrush Park*], CRW Project Number 250017

Executive Summary

The purpose of this memo is to request Town Council approval of a construction contract (***Attachment A***) with 53 Corporation LLC (53 Corp.) for dam reconstruction (Phase 1) and downstream rehabilitation (Phase 2) of 6400 East Tributary at Paintbrush Park (see ***Attachments B and C***). Staff recommends approval of the contract between Castle Rock Water (CRW) and 53 Corp. for $3,353,902 with 10% contingency for a total authorization of $3,689,292.20. The project is a 400-calendar day project. Proposed construction will commence Summer 2026 and be completed by Summer 2027.

Notification and Outreach Efforts

CRW completed public outreach throughout the planning and design process. A public open house was held on July 21, 2022, where project design exhibits and plans were presented for discussion and public comment. The Town received substantial feedback from community members, particularly expressing a strong desire to preserve the retention pond for recreational fishing opportunities.

In addition to the open house, CRW has engaged in ongoing coordination with key stakeholders. Staff participated in public meetings with The Meadows Metro Districts regarding potential funding contributions for components of the project improving public facing amenities at the park. Coordination has also been ongoing with The Grange to ensure that scheduled events and activities can be successfully navigated during construction. Additional outreach and coordination have occurred with the Meadows Neighborhood Company and associated homeowners' associations (HOAs) to address project impacts and community priorities.

Potential construction impacts to nearby amenities, including the Grange Pool, Meadows HOA activities, and Paintbrush Park, will be mitigated through a coordinated construction management plan. This plan includes scheduling considerations, communication with affected parties, and maintaining access to facilities to the greatest extent practicable.

Public safety adjacent to the construction area remains a top priority. The contractor will be required to maintain a secure and safe work site, including fencing of critical areas and clear delineation of construction zones. A temporary diversion of the existing trail—currently compromised by erosion—will route pedestrians to the adjacent sidewalk until permanent improvements are completed. The project will also adhere strictly to Town noise ordinances and approved working hours to minimize disruption to the surrounding community.

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

On March 25th, 2026, Castle Rock Water Commission was presented with an update on the status of the bidding process for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 construction projects. Final bid results were subsequently shared with Water Commission members in early April.

Discussion

The 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project is located within the Town of Castle Rock and a private HOA owned open space east of Paintbrush Park in the Meadows neighborhood. The existing system, originally constructed in 1960 for agricultural use, now functions as a fishing pond and wildlife habitat but no longer meets current stormwater, dam safety, or operational standards. The embankment, exceeding 10 feet in height, classifies the facility as a Jurisdictional Dam under the State Engineer's Office and requires reconstruction or removal. Existing conditions include ongoing downstream erosion that threatens embankment stability, an outlet structure prone to clogging and frequent maintenance, and erosion at multiple storm sewer outfalls discharging into the channel. The corridor is heavily vegetated and includes numerous informal social trails with unsafe channel crossings, while continued bank erosion threatens adjacent park infrastructure, including paved trails near the ballfields. Water rights for the facility were secured through an Augmentation Plan in 2022; however, the overall system requires significant upgrades to meet current regulatory requirements, improve resilience, and maintain functionality as a key component of the Town's stormwater infrastructure.

The objective of this project is to address these deficiencies through reconstruction of the pond and dam infrastructure and stabilization of the downstream channel while enhancing water quality and public amenities. The project includes reconstruction of the pond north of The Grange to support recreational fishing and incorporation of water quality volume to improve treatment performance. The dam embankment will be reconstructed to meet Colorado Department of Natural Resources Dam Safety Branch criteria for jurisdictional dams, along with installation of a riprap-reinforced overflow spillway to safely convey storm flows. Downstream improvements include installation of riffle-pool drop structures to stabilize channel grade and reduce erosive velocities, as well as grading and riprap to address streambank erosion at multiple locations. The project also includes construction of new soft-surface trails and formalized stream crossings to replace unsafe social paths, along with landscaping adjacent to the pond and throughout the corridor to stabilize disturbed areas, enhance aesthetics, and support wildlife habitat. Collectively, these improvements will restore system functionality, reduce long-term maintenance needs, and

ensure the Town maintains a resilient and compliant stormwater system that supports both infrastructure performance and community use.

The project was originally bid in April 2024. Results from that bidding environment resulted in a low bid of $5,476,540.50. At that time, the project was sent back to the engineer for additional design work and consideration. CRW also determined to rebid the project at a latter date to try and attract additional bidders during a more competitive bidding environment.

A Request for Qualifications (RFQ) was advertised on Bidnet to procure qualified contractors for the 2026 pre-qualified contractors list for various Castle Rock Water Capital Improvement Projects. A project specific Invitation to Bid (ITB) was issued to eight (8) of these pre-qualified contractors for this project from the Stormwater Infrastructure list. The Town received 3 bids for construction as shown below:

Consulting Firm	Total Cost
53 Corporation	$3,353,902.00
BT Construction	No Bid
Elite S&I	$5,284,803.60
Garney Construction	No Bid
Global Underground	No Bid
Iron Woman Construction	$7,654,676.70
JHL Constructors	No Bid
Velocity Constructors Inc.	No Bid

The engineer's estimate for the project was $3,894,219.90. 53 Corp. was the lowest responsible and responsive bidder for the work, and their bid was determined by staff to represent the best value to the Town. 53 Corp. is a locally based contractor that has successfully completed many projects for the Town.

Budget Impact

The contract amount is $3,353,902. Staff requests an additional $335,390.20 (Town-managed 10% contingency) be authorized for a total project authorization of $3,689,292.20. The project will be funded by the Water - 6400 E. Trib Stabilization Fund (210-4275-442.75-11) and Stormwater - 6400 E. Trib Stabilization Fund (212-4475-444.75-52) in the amounts shown below.

Project Number	Account Name	Account Number	Contract Amount	Contingency	Authorization Amount	2026 Budget
250017	6400 E. Trib Stabilization	212-4475-444.75-52	$2,072,455.00	$207,245.50	$2,279,700.50	$2,700,000
250017	6400 E. Trib Stabilization	210-4275-442.75-11	$1,281,447.0	$128,144.70	$1,409,591.70	$2,700,000

The funding for this project is primarily from the Stormwater Enterprise. Approximately 38% of the funding is from the Water Enterprise to acknowledge the value of maintaining the facility as a location for Douglas County's aerial fire fighting assets. The pond provides a good location for the helicopter to dip firefighting water supplies in a wild land fire response.

The project also includes approximately $260,000 in Parks amenities for the community. CRW is seeking support for these aspects of the project (***Attachment B***) not only from Parks, but also from the Meadows Metro Districts.

Staff Recommendation

Staff recommends approval of the construction contract with 53 Corp. in the amount of $3,353,902 along with 10% staff managed contingency for a total authorization of $3,689,292.20 for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project.

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: Construction Contract
Attachment B: Area Map
Attachment C: Location Map

Attachment A

Services Agreement

Attachment B

Area Map

Attachment C

Location Map

RESOLUTION NO. 2026-051

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH 53 CORPORATION, LLC, FOR THE 6400 EAST TRIBUTARY DAM RECONSTRUCTION AND DOWNSTREAM REHABILITATION PROJECT

WHEREAS, the 6400 East Tributary dam, pond, and downstream channel (the "Facilities") are located in the Town of Castle Rock, Colorado (the "Town") on open space owned by the Town and the Meadows Neighborhood Company situated east of Paintbrush Park; and

WHEREAS, the Facilities, which were originally constructed for agricultural use, but now function as a fishing pond and wildlife habitat, require significant upgrades in order to meet current stormwater, dam safety, and operational requirements; and

WHEREAS, the Town issued an invitation to bid to pre-qualified contractors for the reconstruction of the dam and pond and stabilization of the downstream channel (the "6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project" or "Project"); and

WHEREAS, on April 1, 2026, the Town received a total of three (3) bids for the Project; and

WHEREAS, the Town has determined that 53 Corporation, LLC (the "Contractor"), is best qualified to undertake and complete the Project and represents the best value to the Town; and

WHEREAS, the Project is funded through the Town's Water and Stormwater 6400 East Tributary Stabilization Funds; and

WHEREAS, Town Staff recommends that Town Council approve the terms and conditions by which the Contractor will undertake and complete the Project (the "Contract"); and

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

Section 1. **Contract Approval.** The Contract between the Town and the Contractor for the 6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project 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 Contract and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under the Contract, the Town Council authorizes the expenditure and payment in an amount not to exceed $3,353,902.00, plus a Town-managed contingency in the

amount of $335,390.20, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, including the contingency, is $3,689,292.20.

PASSED, APPROVED AND ADOPTED this 21st day of April, 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

TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project-Castle Rock Water)

THIS CONSTRUCTION CONTRACT ("Contract") is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town") and **53 CORPORATION LLC**, a Colorado limited liability company, 5655 Peterson Road, Sedalia, Colorado 80135 ("Contractor").

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

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

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

LIST OF CONTRACT DOCUMENTS

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

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions, attached as ***Exhibit 1***
5. The following Addenda, if any:

Number	Date
1	03/25/2026
2	03/25/2026
3	03/31/2026
4	04/02/2026

6. Special Conditions of the Contract: All Work shall be performed in accordance with Permit NOW-2022-00315-DEN to excavate and place fill material into the East Tributary of East Plum Creek and the adjacent wetlands, issued by the Department of the Army, Corps of Engineers, on July 28, 2023.

7. The following Specifications: Construction Specifications for 6400 E. Tributary Rehabilitation, Douglas County, Colorado, DAMID: 0804774 C-2130, prepared by Anderson Consulting Engineers, Inc., and approved by the State Engineer on March 14, 2024.

8. The following Drawings/Reports:
(i) Subsurface Exploration and Lab Test Data – Paintbrush Park Dam Rehabilitation, Castle Rock, Colorado, prepared by CTL Thompson, Inc., dated August 6, 2021.
(ii) Temporary Erosion and Sediment Control Plan, 6400 East Tributary at Paintbrush Park, Phases 1 and 2, Town of Castle Rock Project No. CIP20-0016 and CIP20-0017, dated March 2024.
(iii) Public Improvement Construction Plans, 6400 East Tributary at Paintbrush Park, Phases 1 and 2, Town of Castle Rock Project No. CIP20-0016 and CIP20-0017, dated March 2024.

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

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay **$3,353,902.00** ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as ***Exhibit 2***. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal to or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within **400** calendar days from the date of the Notice to Proceed and must complete work within **10** (calendar/working) days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of **$500.00** for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

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

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

Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

With a copy to: Town Attorney's Office
100 N. Wilcox Street
Castle Rock, CO 80104
Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as* ***Exhibit 3***. Contractor may provide a Letter of Damage Guarantee in the form attached hereto as ***Exhibit 4***, in lieu of providing Builder's Risk coverage.

RESPONSIBILITY FOR DAMAGE CLAIMS. See Article 6 of the General Conditions.

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

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

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

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

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

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

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

DIGITAL ACCESSIBILITY. Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Contract comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the State of Colorado. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Contract fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Contract.

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

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

ADVERTISING AND PUBLIC DISCLOSURE. Contractor shall not include any reference to this Contract or Work performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

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

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

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

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

ATTACHED EXHIBITS:
EXHIBIT 1 – TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS
EXHIBIT 2 – CONTRACTOR'S BID
EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE
EXHIBIT 4 – LETTER OF DAMAGE GUARANTEE

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Executed this _____ day of _____, 2026.

TOWN:

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

53 CORPORATION, LLC

By: _____

Its: _____

EXHIBIT 1

TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

Article 1--DEFINITIONS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

1.1.11 **Contract**: This Construction Contract and the incorporated Contract Documents.

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

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

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

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

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

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

1.1.18 **Date of Contract**: The date upon which the Contract is executed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2--PRELIMINARY MATTERS

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

2.2 **Contractor's Understanding:** The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

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

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

2.5 **Schedules, Reports, and Records**

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

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

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

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

2.7 **Notification of Utility Owners**

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

2.0.1 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.

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

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

2.8 **Department of Revenue Forms**

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

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

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

Article 3--DRAWINGS AND SPECIFICATIONS

3.1 **Intent of Drawings and Specifications**

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

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

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

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

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

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

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

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

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

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

3.6 **Shop Drawings**

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

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

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

3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.

3.7 **Record Documents**: The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the

record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

3.8 **Differing Site Conditions**

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

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

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

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

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

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

3.9 **Surveys**

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

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

Article 4--AVAILABILITY OF RIGHT-OF-WAY

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

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

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

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

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

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

Article 5--BONDS AND INSURANCE

5.1 **Performance Bond and Labor and Material Payment Bond**: The Contractor shall, within ten days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Labor and Material Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and

remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 **Insurance**

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

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

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

5.3 **Insurance Requirements**

5.3.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods or services provided pursuant to this Contract. Contractor shall keep the required insurance coverage in force at all times during the term of the Contract, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Contract. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VII or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contract are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract. All commercial and automobile liability policies shall have the following additional provisions:

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

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

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

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

5.3.5 **Subcontractors and Subconsultants:** All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Contract shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least $1,000,000 Commercial General Liability, Business Automobile Liability insurance of $1,000,000 combined single limit, statutory Workers' Compensation coverage, and $1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the Town.

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

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

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

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

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

5.3.11 **Additional Provisions:**

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

5.3.11.2 Contractor shall advise the Town in the event any general aggregate or other aggregate limits are reduced below the required per occurrence

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

Article 6—INDEMNIFICATION

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

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

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

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

Article 7--CONTRACTOR'S RESPONSIBILITIES

7.1 **Control of the Work**

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

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

7.2 General Use of Subcontractors

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

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

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

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

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

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

7.3 Materials and Equipment Furnished by the Contractor

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

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

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

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

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

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

7.4 Patents and Copyrights

7.4.1 The Contractor shall provide a suitable legal agreement with the patentee giving the Contractor the right to use any design, device, material, or process covered by letters patent or copyright, in the construction of the Project when the use has not been specified or required by the Drawings and Specifications. The Contractor shall file a copy of this agreement with the Town, if requested. The Contractor and the Surety shall indemnify, defend and save harmless the Town from all claims for infringements on patented design, devices, material, process or any trademark or copyright during the prosecution or after the completion of the Project.

7.4.2 If any design, device, material, process or product of a particular manufacturer covered by letters patent or copyright is specified for use by the Drawings and Specifications, the Town is responsible for any claims for infringement by reason of the use of such design, device, material, process or product of a particular manufacturer; but the Contractor shall pay any royalties or license fees required.

7.5 Existing Utilities

7.5.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.

7.5.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

7.6 Coordination with Utilities Departments

7.6.1 The Contractor shall always coordinate its Work with the Town of Castle Rock Utilities Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

7.6.2 All water from Town owned utilities required for the Project will be provided at the Contractor's expense.

7.7 Laws and Ordinances

7.7.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statues, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.

7.7.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.

7.7.3 IT IS UNLAWFUL AND UNETHICAL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE, OR FOR ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION OR PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY PROGRAM REQUIREMENT OR A CONTRACT OR SUBCONTRACT, OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.

7.7.4 IT IS UNLAWFUL AND UNETHICAL FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OF ANY PERSON ASSOCIATED

THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

7.8 Protection of Persons

7.8.1 The Contractor is responsible for the health and safety of each and every person on or at the Work site. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

7.8.2 Contractor shall prepare and implement a safety program complying with all of the requirements in this Section. Prior to the start of construction, Contractor shall provide the safety program to the Project Manager.

7.8.3 Prior to the start of construction, the Contractor shall provide the Project Manager with a statement signed by the Contractor's Superintendent that all Contractor Personnel have been or will be briefed on the Contractor's safety program prior to being allowed on the Work site.

7.8.4 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Castle Rock, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.

7.8.5 The Town shall have the right at any time to request a safety compliance review of the Contractor's and its Subcontractor's safety policies, practices, and procedures. The Contractor shall provide to the Project Manager a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within twenty-four (24) hours after it is received. The Contractor shall also provide the Project Manager a copy of any Contractor replies to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Contractor's responsibilities for safety of the Work site.

7.8.6 The Contractor shall provide written notice of any report of injury on the Work site to the Project Manager within forty-eight (48) hours after Contractor becomes aware of same. In addition, the Contractor shall provide verbal notice of the injury to the Project Manager immediately following the report of the injury. Contractor shall thereafter provide a copy of any investigation into the injury and a written statement of resolution of the injury, which should include but is not limited to, the

cause of the injury and remediation steps the Contractor will take to prevent another similar injury.

7.8.7 The Contractor shall employ at the Work site a responsible qualified person whose duties shall include the protection of persons and property and the administration of the Contractor's safety program. This person must have safety training, a working knowledge of safety requirements, and experience administering safety programs. The Contractor shall provide the Project Manager with this person's name prior to the start of construction.

7.8.8 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.

7.8.9 The Contractor shall provide all necessary protective devices and safety precautions. Such devices and precautions may include but are not limited to: posting of danger signs warning against hazards such as, but not limited to, hoists, well holes, elevator hatchways, scaffolding, openings, stairways, trip and fall hazards and falling materials; placement of warning flares; equipment back-up alarms; installation of barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered to be an adequate substitute for physical protective barriers. The costs of all protective devices and the planning and implementing of safety precautions are considered to be included in the Contract Amount.

7.8.10 This Section shall be interpreted in its broadest sense for the protection of persons and property, and no act or omission to act by the Town, its officers, employees or agents, or by any consultant shall relieve the Contractor of its obligations and duties hereunder.

7.9 Protection of Property

7.9.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

7.9.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.10 **Protection of Historical Sites**: When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the Contractor shall temporarily discontinue the operations, and immediately advise the Project Manager. The Project Manager will contact archeological authorities to determine the disposition of the items in question. When directed, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and remove them for delivery to the custody of the proper authorities. Such excavation is considered, and paid for, as extra Work.

7.11 **Responsibility to Repair**

7.11.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.

7.11.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.

7.11.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.12 **Traffic Control**

7.12.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two-way traffic shall be maintained at all times in public roadways. At least 7 days before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan for review from the Public Works Department, with a copy to the Police Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Director.

7.12.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Director.

7.12.3 Whenever a police officer is necessary for traffic control, the Contractor shall hire and pay a uniformed off-duty police officer with authority in the Town to direct traffic. The police department will determine the rate of pay for the officers.

7.12.4 The Contractor shall make its Traffic Control plans in concurrence with the Town requirements.

7.13 Sanitary Regulations

7.13.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.

7.13.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.

7.13.3 At convenient places, the Contractor shall provide fly-proof outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted in any reservoir area and shall not be permitted where they may pollute a water supply.

7.14 Pollution Control

7.14.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract whether on right-of-way provided by the Town or elsewhere.

7.14.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Non-regulated solid wastes shall be disposed of by methods approved under applicable laws and regulations, including, the Resource Conservation and Recovery Act (RCRA), Subtitle D, as administered by Colorado and local Health Departments and the EPA. Contaminated and hazardous materials are regulated by RCRA, Subtitles C and D. The Contractor shall notify the Colorado Department of Health, local Health Departments, and Town Fire Departments if suspect materials are encountered.

7.14.3 The Contractor shall utilize methods and devices that are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of

air contaminants including dust in its construction activities and operation of equipment.

7.14.4 **The Contractor shall not emit dust into the atmosphere during any operations,** *including but not limited to*: grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.

7.14.5 The Contractor may not operate equipment and vehicles with excessive emission of exhaust gases due to improper mechanical adjustments, or other inefficient operating conditions, until repairs or adjustments are made.

7.14.6 Burning trash, rubbish, trees, brush or other combustible construction materials is not permitted.

7.14.7 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means. Excavated materials may not be deposited or stored in or alongside lakes or water courses where they can be washed away by high water or storm runoff.

7.14.8 The Contractor may not allow wastewater from aggregate processing, concrete batching or other construction operations to enter lakes, streams, water courses or other surface waters without turbidity control methods such as settling ponds, gravel-filter entrapment dikes, approved flocculation processes that are not harmful to fish, recirculation systems for washing of aggregates or other approved methods. Any wastewater discharged into surface waters shall conform to applicable discharge standards of the Colorado Department of Health and the Federal Government.

7.15 Cleaning Up and Restoration

7.15.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.

7.15.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.

7.15.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

Article 8--OTHER WORK

8.1 The Town reserves the right to award other Contracts in connection with the Project. The Contractor shall cooperate with and afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall coordinate its Work with theirs.

Article 9--TOWN'S RESPONSIBILITIES

9.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

Article 10--PROJECT MANAGER'S RESPONSIBILITIES

10.1 The Project Manager is designated by the Town to exercise all authority on its behalf under the Contract and to see that the Project is completed according to its terms and conditions. The Project Manager may assume exclusive control of the performance of the Contractor whenever such performance is located in or upon the Town's property. The Project Manager will furnish all explanations, directions, stakes or markers, and inspections necessary to carry out and complete the Project.

10.2 **Lines and Grades**

10.2.1 The Contractor shall survey and stake as needed to complete project.

10.2.2 The Project Manager may appoint a Surveyor who will furnish all lines and grades. The Contractor shall give assistance, as required by the Surveyor, to aid in the staking, including clearing, improving access, exploratory excavations, and suspending operations to permit the Surveyor to perform its Work.

10.2.3 The Contractor shall give notice to the Surveyor at least three full days before initial lines and grades are needed. Thereafter, the Contractor shall give the Surveyor notice at least one full day before additional line and grade stakes are needed. The Project Manager is not responsible for providing lines and grades until the Contractor meets this Article's notice requirements.

10.2.4 The Contractor shall preserve all stakes, bench marks, and any other survey points. If they are destroyed by the Contractor or its employees, the Contractor shall pay for their replacement.

10.3 **Inspection**

10.3.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.

10.3.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.

10.3.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by someone other than the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.

10.3.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.

10.3.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

10.4 **Stop Work Order**

10.4.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:

X Unsuitable weather;
X Faulty workmanship;
X Improper superintendence;
X Contractor's failure to carry out orders or to perform any provision of the Contract;
X Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
X Work being carried on in an unsafe manner.

10.4.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.

10.4.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

10.5 **Disputes**

10.5.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten days after their receipt.

10.5.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

Article 11--CHANGES

11.1 **General**

11.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

11.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:

X In the Specifications (including Drawings and designs);
X In the method or manner of the performance of the Work;
X In facilities, equipment, materials, services or site furnished by the Town; or
X Directing acceleration in the performance of the Work.

11.1.3 Any other written order or verbal order (which terms as used in this Article shall include direction, instruction, interpretation or determination) from the Project Manager, which causes the change, will be treated as a Change Order under this Article, provided that the Contractor gives the Project Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

11.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.

11.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.

11.1.6 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

11.2 **Compliance with §24-91-103.6**: Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to **exceed** the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

11.3 **Field Orders**: The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

11.4 **Change Orders**

11.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by Change Order or by other appropriate written authorization.

11.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:

X Unit Prices submitted in the Bid Schedule;
X Negotiated Unit Prices; and
X Negotiated lump sum.

11.5 **Extras and Force Account Work**

11.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before

the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.

11.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 11.5.3, shall be used.

11.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 11.5.4, 11.5.5 and 11.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 11.5.4, 11.5.5 and 11.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

11.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and

social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

11.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

11.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.5.4.

Individual pieces of equipment or tools having a replacement value of $100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

11.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.

11.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

Article 12--CONTRACT TIME

12.1 General

12.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

12.1.2 The capacity of the Contractor's construction plant and force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

12.2 Delays

12.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

12.2.2 **Non-excusable delay** is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

X Late submittal of Shop Drawings;
X Late procurement of materials or equipment;
X Insufficient personnel;
X Unqualified personnel;
X Inadequate coordination of Subcontractors or other contractors;
X Subcontractor delays;
X Late response to Town and Project Manager inquiries; or
X Construction not conforming to contract requirements making repeated re-working necessary.

12.2.3 **Excusable delay** is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

12.2.4 **Compensable delay** is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town-caused delays are:

X Late approval of Shop Drawings and samples;
X Delays in answers to field inquiries by the Contractor;
X Interference with the Contractor during construction;
X Town-caused schedule changes;
X Design changes; or
X Interference by other contractor's or the Town's forces.

12.2.5 Failure to Prosecute Work. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence.

12.3 **Failure to Complete Work on Time--Liquidated Damages**

12.3.1 The Town may permit the Contractor to proceed if the Contractor fails to complete the Work on or before the original date set forth for or on or before the corrected. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

12.3.2 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.

12.3.3 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

Article 13--WARRANTY AND GUARANTEE: SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 **Warranty and Guarantees**

13.1.1 The Contractor and its Surety are jointly responsible for maintenance and satisfactory operation of Work performed under the Contract for a period of one year following the Notice of Construction Completion or until warranty work is fully satisfied. They are responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety are liable for any failure resulting from the Town's neglect or improper operation of facilities or the act of a third party.

13.1.2 The obligations of 13.1.1 shall survive termination of the Contract under the provisions of Article 15.

13.2 **Samples and Testing**

13.2.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.

13.2.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.

13.2.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.

13.2.4 The Contractor will pay the cost of the initial test except when the Contract states otherwise. The Contractor will pay the costs for repeated tests due to failure of the initial test.

13.3 **Access to Work**

13.3.1 The Project Manager and the Manager's representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.

13.3.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel,

invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.

13.3.3 The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

13.4 **Defective Work and Materials**

13.4.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.

13.4.2 If the Contractor fails to replace rejected materials or Work within ten days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

Article 14--PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 **General**

14.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.

14.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

14.2 **Determination of Amounts and Quantities**: The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 13.3. The method of measurement of the Contract Bid Items will be as specified in the Special Conditions.

14.3 **Variations in Estimated Quantities**

14.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

14.4 **Monthly Estimates--Partial Payments**

14.4.1 The Contractor shall prepare monthly partial estimates (monthly estimates) for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly estimates before progress payments will be made. The format of the monthly estimates will be related to the format of the Bid Proposal.

14.4.2 14.0.7 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the total amount earned as indicated in the monthly estimate until the Project is substantially completed, provided, however, that at any time after the value of the completed Work equals or exceeds fifty percent of the face value of the Contract, the Town shall, if it finds that satisfactory progress is being made, retain the amount previously withheld but make the remaining partial payments in full. At no time may the amount retained exceed five percent of the total Contract Price.

14.4.3 If the Town finds that satisfactory progress is being made in all phases of the Contract, it may, upon written request by the Contractor, authorize payment from the withheld percentage. Before such payment is made, the Town shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any Surety furnishing Bonds for the Contract. The Contractor shall make partial payments of the amount due to each of its Subcontractors in the same manner as the Town is required to pay the Contractor under this Article, providing that the Subcontractor is satisfactorily performing under its Contract with the Contractor.

14.4.4 Monthly estimates may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly estimate, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.

14.4.5 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:

14.4.5.1 Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;

14.4.5.2 Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;

14.4.5.3 A reasonable doubt that the Contract can be completed for the balance then unpaid;

* Evidence of damage to another Contractor or private property;
* Uncorrected defective Work or guarantees that have not been met;
* Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
* Persistent failure to carry out the Work according to the Contract; or
* Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

14.4.6 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

14.5 **Escrow Contract in Lieu of Retainage**

14.5.1 When sums are withheld to assure satisfactory performance of any contract exceeding fifty thousand dollars, the Contractor may withdraw the whole or any portion of the withheld sums if the Contractor deposits acceptable securities with the Director of Finance to negotiate the acceptable securities and to receive the payments due the Town pursuant to law or the terms of the Contract. To the extent there are excess funds resulting from negotiation, the balance shall be returned to the Contractor. Acceptable securities which are deposited shall have a market value at least equal in value to the amount withdrawn at all times. If at any time the Town determines that the market value of the acceptable securities deposited has fallen below the amount withdrawn, the Director of Finance shall give notice to the Contractor, who shall deposit additional acceptable securities in an amount sufficient to re-establish a total deposit of securities equal in value to the amount withdrawn.

14.5.2 The Town may enter into an escrow contract or agreement with any national bank, state bank, trust company or savings and loan association located in this state and designated by the Contractor, after notice to the Surety, to provide an escrow agent

for the custodial care and servicing of any obligations deposited with it pursuant to §24-91-106, C.R.S., as amended. Such services shall include the safekeeping of the obligations and the rendering of all services required to effectuate the purpose of §24-91-106 and §38-26-107, C.R.S., as amended.

14.5.3 The Town or any national bank, state bank, trust company or savings and loan association located in the state and designated by the Contractor to serve as custodian for the obligations pursuant to §24-91-106, C.R.S., as amended, shall collect all interest and income when due on the obligations deposited and shall pay them, when and as collected, to the Contractor who deposited the obligations. If the deposit is in the form of coupon Bonds the escrow agent shall deliver each coupon, as it matures, to the Contractor. The Contractor may not charge any expense incurred for this service to the Town.

14.5.4 Any amount deducted by the Town, pursuant to law or the terms of a Contract, from the retained payments otherwise due to the Contractor, will be deducted first from that portion of the retained payments for which no obligation has been substituted and then from the proceeds of any deposited obligation, in which case, the Contractor is entitled to receive the interest, coupons or income only from those obligations which remain on deposit after such amount has been deducted.

14.5.5 Provided that the Subcontractor has performed under its Contract with the Contractor, the Contractor shall disburse to each Subcontractor all retained payments and interest disbursed to the Contractor by the Town, in proportion to the respective amounts of retained payments, if any, which the Contractor has withheld from its Subcontractors.

14.5.6 If it becomes necessary for the Town to take over the completion of any Contract, all of the amount owed the Contractor, including the withheld percentage, shall first be applied toward the cost of completion of the Contract and any liquidated damages. Any balance remaining in the retained percentage shall be payable to the Contractor or the Contractor's creditors. Such retained percentage, as may be due any Contractor, shall be due and payable at the expiration of thirty days from the date of the Town Project Final Acceptance.

14.6 **Town's Right to Accept Portion of the Project**: The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

14.7 **Substantial Completion**: When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of

Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Completion for the Project, or the date set in the Notice of Construction Completion for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.

14.8 **Construction Completion**: When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within five days after such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Completion. Notices of Construction Completion issued orally or without proper Town authorization are void.

14.9 **Claims Against the Contractor**

14.9.1 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

14.10 **Final Payment--Pursuant to Section 38-26-107, C.R.S., as Amended**

14.10.1 After the Notice of Construction Completion is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainage, may be made.

14.10.2 If any Subcontractor or Supplier files a claim before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.

14.10.3 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.

14.10.4 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

Article 15--CONTRACT TERMINATION

15.1 **Town's Right to Terminate Contract for Convenience**: The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.

15.2 **Town's Right to Terminate Contract for Default:** Project Manager, with the approval of the Town and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

15.3 **Contractor's Right to Terminate Contract**

15.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.

15.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

15.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

Article 16--EQUAL OPPORTUNITY

16.1 **General**: During the performance of the Contract, the Contractor agrees as follows:

16.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

16.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

Article 17--AUDIT

17.1 **Records and Reports**

17.1.1 The Contractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the Contract in which the Work is completed.

17.1.2 The Subcontractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the subcontract.

17.2 **Access**

17.2.1 The Contractor shall permit the Town and the Town's accountants to have access as stated in Article 13.3 and to the records kept per Article 17.2 for the purpose of making such financial audits, or verifications as the Town deems necessary or appropriate concerning the Contractor's performance under the Contract.

Article 18--MISCELLANEOUS

18.1 **Reservation of Right to Bar Persons from the Work and Site**: The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

18.2 **Provisions Construed as to Fair Meaning.** The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

18.3 **Headings for Convenience**: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of the Contract.

18.4 **Implied Representations:** No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Contract.

18.5 **Financial Obligations of Town**: All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.

18.6 **Assignment/transference**: The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.

18.7 **Amendments.** The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.

18.8 **Waiver.** No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.

18.9 **Governing Law.** The Contract is governed and to be construed according to the laws of the State of Colorado.

18.10 **Binding Contract.** The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

18.11 **Colorado Labor Preference.** In accordance with the requirements of the Colorado Labor on Public Works Act, Section 8-17-101, et seq., C.R.S., Contractor shall ensure that Colorado labor shall be employed to perform at least 80% of the work. It shall be the sole responsibility of Contractor to ensure that all Subcontractors comply with this requirement.

EXHIBIT 2

CONTRACTOR'S BID

BID PROPOSAL

PROJECT: 6400 East Tributary at Paintbrush Park Phases 1 and 2

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

53 CORPORATION, LLC,

a Corporation incorporated in the State of COLORADO

-OR- _____, a partnership, / limited partnership,

(*select one*), registered in the State of _____, whose general partner(s) is/are

_____

_____

-OR-

a sole proprietor, whose trade name is _____

in the Town of _____, State of _____, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows: EMPLOYERS MUTUAL CASUALTY COMPANY 717 MULBERRY ST. DES MOINES IA 50309

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of forty-five (45) days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 4.

Addenda No. 1 Date 3/25/26

Addenda No. 2 Date 3/25/26

Addenda No. 3 Date 3/31/26

Addenda No. 4 Date 4/2/26

Addenda No. ____ Date _____

RETURN BID TO: TOWN OF CASTLE ROCK
CASTLE ROCK WATER
175 Kellogg Court
Castle Rock, CO 80109
Attn: Frank Main & Aaron Stremel

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)

9. The undersigned agrees to hold firm the Bid for forty-five (45) days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: 53 CORPORATION, LLC BY: _____

ADDRESS: 5655 PETERSON RD. SEDALIA, CO 80135 TITLE: MANAGING MEMBER

Attest:

SECRETARY: _____ DATE: 4/1/26
(if corporation)

53 CORPORATION LLC LIMITED LIABILITY COMPANY SEAL 1998 COLORADO

*Updated March 31, 2026

6400 EAST TRIBUTARY PHASE 1
BID TAB (REVISED MARCH 31, 2026)

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	201-00000	Clearing and Grubbing	LS	1	15,000.00	15,000.00
2	203-00100	Muck Excavation	CY	10,016	32.00	320,512.00
3	206-00065	Stucture Backfill (Flow-Fill)	CY	55	300.00	16,500.00
4	206-00505	Filter Material (Special)	CY	500	95.00	47,500.00
5	206-01000	Bed Course Material (ASTM No. 67)	CY	10	140.00	1,400.00
6	208-00041	Rock Check Dam	EA	2	3,600.00	7,200.00
7	208-00045	Concrete Washout Structure	EA	1	5,200.00	5,200.00
8	208-00070	Vehicle Tracking Pad	EA	2	3,500.00	7,000.00
9	208-00106	Sweeping (Sediment Removal)	HR	40	130.00	5,200.00
10	208-00400	Water Control	LS	1	103,000.00	103,000.00
11	208-00800	Surface Roughening	AC	3.4	300.00	1,020.00
12	211-00305	Dewatering	LS	1.0	80,000.00	80,000.00
13	212-00006	Seeding (Native)	AC	4.33	1,600.00	6,928.00
14	212-00032	Soil Conditioning	AC	4.33	3,500.00	15,155.00
15	212-00050	Sod	SF	1,000.0	3.00	3,000.00
16	213-00004	Mulching (Weed Free Straw)	AC	2.2	1,600.00	3,520.00
17	214-00230	Deciduous Tree (3-inch Caliper)	EA	11	800.00	8,800.00
18	214-00350	Deciduous Shrub (5-Gallon Container)	EA	6	60.00	360.00
19	304-06007	Aggregate Base Course (Class 6)	CY	67	80.00	5,360.00
20	501-00000	Sheet Pile (Type 1)	SF	1,158	46.00	53,268.00
21	501-00210	Sheet Pile Cap	LF	140	67.00	9,380.00
22	503-00400	Drilling and Logging Bores	LF	140	65.00	9,100.00
23	521-00060	Slurry Wall	SF	5,038	16.00	80,608.00
24	601-03000	Concrete Class D	CY	48	2,250.00	108,000.00
25	603-01225	12 Inch Reinforced Concrete Pipe (Complete in Place)	LF	27	280.00	7,560.00
26	603-01485	48 Inch Reinforced Concrete Pipe (Complete in Place)	LF	80	353.00	28,240.00
27	603-50006	6 Inch Plastic Pipe	LF	35	76.00	2,660.00
28	604-20002	Dam Outlet Structure (special)	LS	1	174,000.00	174,000.00
29	605-00041	6 Inch Perforated Pipe Underdrain	LF	101	59.00	5,959.00
30	607-11460	Fence (Wood Railing)	LF	280	27.00	7,560.00
31	607-11525	Fence (Plastic)	LF	2,392	2.00	4,784.00
32	615-22499	12 Inch Slide Headgate Special (Low Level Outlet)	EA	1	194,000.00	194,000.00
33	625-00000	Construction Surveying	LS	1	45,000.00	45,000.00
34	626-00000	Mobilization	LS	1	231,000.00	231,000.00
35	630-00016	Traffic Control (Special)	LS	1	17,000.00	17,000.00
					CDOT Items Subtotal:	1,630,774.00

NO.	MHFD ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
36	ESC-03-002	Check Dam Reinforced	EA	1	9,000.00	9,000.00
37	ESC-17-002	Stabilized Staging Area	SY	4,242	6.00	25,452.00
38	ESC-22-001	Tree Protection, Fence	LF	143	8.00	1,144.00
39	ESP-02-001	Earthwork, Excavation and Fill On-Site	CY	22,451	9.00	202,059.00
40	ESP-02-002	Earthwork, Excavation and Haul Offsite	CY	200	18.00	3,600.00
41	LS-02-002	Erosion Control Blanket, Coconut	SY	10,208	10.00	102,080.00
42	LS-14-004	Willow Stakes	SF	444	6.00	2,664.00
43	RR-06-014	Remove / Replace Concrete Sidewalk / Trail	SY	120	160.00	19,200.00
44	RW-06-001	Boulder, Feature, 18-Inch (Granite)	EA	8	200.00	1,600.00
45	RW-06-002	Boulder, Feature, 24-Inch (Granite)	EA	12	250.00	3,000.00
46	RW-06-004	Boulder, Feature, 36-Inch (Granite)	EA	12	505.00	6,060.00
47	RW-06-006	Boulder, Feature, 48-Inch (Granite)	EA	12	1,050.00	12,600.00
48	RW-11-001	Riprap, Void-Filled, Type VL	CY	10	180.00	1,800.00
49	RW-11-002	Riprap, Void-Filled, Type L	CY	390	165.00	64,350.00
50	RW-11-003	Riprap, Void-Filled, Type M	CY	251	148.00	37,148.00
51	RW-11-004	Riprap, Void-Filled, Type H	CY	3,000	150.00	450,000.00

52	UT-04-004	12-inch High Density Polyethylene Pipe (HDPE)	LF	15	107.00	1,605.00
					MHFD Items Subtotal:	943,362.00

NO.	CRW ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
53	W106-300	Material Sampling and Testing	LS	1	39,000.00	39,000.00
54	W619-466	Compacted Clay Liner	CY	385	60.00	23,100.00
					CRW Items Subtotal:	62,100.00

NO.	CRP&R ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
55	P100-000	30" Wide 'Single Track' Trail, compacted earth	LF	1,930	3.00	5,790.00
56	P100-005	Siloam Sandstone, 6" thick, with polymeric sand	SF	706	19.00	13,414.00
57	P100-010	Fishing Platform	EA	2	11,500.00	23,000.00
58	P100-011	Fish Habitat Structures (Stouthouse and Bunker Transition)	EA	20	204.00	4,080.00
59	P100-012	Fish Habitat Structures (Briar Bush)	EA	32	91.00	2,912.00
60	P100-013	Boulder, Feature, 36-Inch (Siloam)	EA	22	530.00	11,660.00
61	P100-014	Boulder, Feature, 42-Inch (Siloam)	EA	12	580.00	6,960.00
62	P100-015	Boulder, Feature, 48-Inch (Siloam)	EA	17	650.00	11,050.00
					CRP&R ITEM Items Subtotal:	78,866.00

TOTAL ESTIMATED COST 2,715,102.00

PH 1: $ 2,715,102.00

*Updated March 31, 2026

6400 EAST TRIBUTARY PHASE 2
BID TAB (REVISED MARCH 31, 2026)

NO.	CDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	201-00000	Clearing and Grubbing	LS	1	17,000.00	17,000.00
2	202-00010	Removal of Tree	EA	4	255.00	1,020.00
3	203-00100	Muck Excavation	CY	100	140.00	14,000.00
4	207-00025	Topsoil	CY	80	44.00	3,520.00
5	208-00012	Erosion Log Type 1 (9 Inch)	LF	871	5.00	4,355.00
6	208-00041	Rock Check Dam	EA	4	3,600.00	14,400.00
7	208-00045	Concrete Washout Structure	EA	1	3,800.00	3,800.00
8	208-00070	Vehicle Tracking Pad	EA	1	3,400.00	3,400.00
9	208-00400	Water Control	LS	1	39,000.00	39,000.00
10	208-00800	Surface Roughening	AC	1.13	300.00	339.00
11	210-00015	Reset End Section	EA	1	455.00	455.00
12	211-00305	Dewatering	LS	1	31,000.00	31,000.00
13	212-00006	Seeding (Native)	AC	2.6	1,600.00	4,160.00
14	212-00032	Soil Conditioning	AC	2.6	3,500.00	9,100.00
15	212-00050	Sod	SF	750	3.00	2,250.00
16	213-00004	Mulching (Weed Free Straw)	AC	1.7	1,600.00	2,720.00
17	601-03000	Concrete Class D	CY	1	2,000.00	2,000.00
18	603-01185	18 Inch Reinforced Concrete Pipe (Complete in Place)	LF	8	204.00	1,632.00
19	607-11525	Fence (Plastic)	LF	3,038	2.00	6,076.00
20	625-00000	Construction Surveying	LS	1	24,000.00	24,000.00
21	626-00000	Mobilization	LS	1	31,000.00	31,000.00
22	630-00016	Traffic Control (Special)	LS	1	8,500.00	8,500.00
					CDOT Items Subtotal:	223,727.00

NO.	MHFD ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
23	ESC-17-002	Stabilized Staging Area	SY	1,802	9.00	16,218.00
24	ESC-22-001	Tree Protection, Fence	LF	321	8.00	2,568.00
25	ESC-24-002	Reinforced Rock Berm, Culvert	LF	18	30.00	540.00
26	ESP-02-001	Earthwork, Excavation and Fill On-Site	CY	1,300	200.00	260,000.00
27	ESP-03-001	Earthwork, Imported Fill	CY	600	25.00	15,000.00
28	LS-02-002	Erosion Control Blanket, Coconut	SY	3,245	10.00	32,450.00
29	LS-14-004	Willow Stakes	SF	7,202	6.00	43,212.00
30	RW-06-002	Boulder, Feature, 24-Inch (Granite)	EA	6	250.00	1,500.00
31	RW-06-003	Boulder, Feature, 30-Inch (Granite)	EA	36	375.00	13,500.00
32	RW-06-004	Boulder, Feature, 36-Inch (Granite)	EA	48	505.00	24,240.00
33	RW-11-001	Riprap, Void-Filled, Type VL	CY	20	180.00	3,600.00
34	RW-11-002	Riprap, Void-Filled, Type L	CY	4	400.00	1,600.00
35	RW-11-003	Riprap, Void-Filled, Type M	CY	278	150.00	41,700.00
36	RW-11-004	Riprap, Void-Filled, Type H	CY	635	151.00	95,885.00
37	RW-13-001	Cobble, 6-inch Minus	CY	19	170.00	3,230.00
38	SC-10-001	Concrete Pipe Collar with Rebar	EA	1	1,500.00	1,500.00
					MHFD Items Subtotal:	322,743.00

NO.	CRW ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
39	W106-300	Material Sampling and Testing	LS	1	6,000.00	6,000.00
					CRW Items Subtotal:	6,000.00

NO.	CRP&R ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
40	P100-000	30" Wide 'Single Track' Trail, compacted earth	LF	2,111	3.00	6,333.00
41	P100-001	Reconstruct Existing 30" Wide 'Single Track' Trail	LF	404	3.00	1,212.00
42	P100-005	Siloam Sandstone, 6" thick, with polymeric sand	SF	1,435	19.00	27,265.00
43	P100-007	Salvaged Wildlife Snag	EA	5	1,800.00	9,000.00
44	P100-013	Boulder, Feature, 36-Inch (Siloam)	EA	8	530.00	4,240.00
45	P100-014	Boulder, Feature, 42-Inch (Siloam)	EA	66	550.00	36,280.00
					CRP&R ITEM Items Subtotal:	86,330.00

TOTAL ESTIMATED COST 638,800.00

PH 2: $ 638,800.00

BIDDER'S QUALIFICATIONS AND DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

MINIMUM EXPERIENCE REQUIRED: Contractor, and subcontractor(s) if applicable, must show experience in completion of at least two (2) similar projects within the last five (5) years. A separate Bidder's Qualifications and Data Form should be provided for any subcontractor performing over 20% of the work.

1. Name of Bidder: 53 CORPORATION, LLC
2. Permanent main office address: 5655 PETERSON ROAD SEDALIA, CO 80135
3. Phone: 720-733-0192 Fax # N/A
4. Bidder's federal tax identification number 84-1483153
5. The Bidder is organized as a S-CORP.
6. The date the Bidder was organized in its current form: 8/1998
7. If a corporation, the state where it is incorporated: COLORADO
8. How many years have you been engaged in the contracting business under your present firm or trade name? 27
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: McMURDO PRIORITY 3	$2,412,127.00	Completion Date:	6/30/26
Job: EPC REACH 5	$2,512,796.55	Completion Date:	4/30/26
Job: DC HAPPY CANYON CREEK	$508,714.00	Completion Date:	9/15/26
Job: SAXEBOROUGH DR.	$175,950.00	Completion Date:	6/30/26

10. General character or work performed by your company:
GENERAL CONTRACTOR - DRAINAGE WAY IMP.
11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? NO If so, where and why? N/A
12. Have you ever been charged liquidated damages on a contract? YES If so, where and why?
TOWN OF CASTLE ROCK - PUBLIC WORKS - EXCEEDED CONTRACT BY 10 DAYS
13. List your major equipment AVAILABLE FOR THIS PROJECT:
SEE ATTACHED EQUIPMENT LIST

14. Experience in construction work similar to this project (provide specific project detail to confirm minimum required experience, specifically with dam embankments, chimney filters, slurry walls, etc.):

a. Job: STAUNTON DAVIS DAMS - COLORADO STATE PARKS
Description: REMOVE OUTLET WORKS, INCREASE DAM STORAGE CAPACITY INSTALL NEW SPILLWAY & OUTLET STRUCTURES
Contract: $1,628,745.00 Change Order(s): $92,758.50
Start/Completion Dates: 10/13 - 2/15
Contact Name/Phone: PAUL BARKER 970-491-1168
970-491-5031

b. Job: BLACK SQUIRREL CREEK PHASE 1 & 2 - CITY OF CO. SPRINGS
Description: CHANNEL IMPROVEMENTS INCLUDING EARTHWORK, RIPRAP, BOULDER ROCK VANES, SHEET PILE, WATER CONTROL
Contract: $PH1 970,840.15 PH2 2,156,192.00 Change Order(s): $PH1 - 195,840.00 PH2 - 264,741.35
Start/Completion Dates: 12/1/22 - 2/19/26
Contact Name/Phone: BEAU THOMPSON - 805-804-7642

c. Job: EAST PLUM CREEK REACH 6 - TOWN OF CASTLE ROCK
Description: CHANNEL IMPROVEMENTS INCLUDING EARTHWORK, RIPRAP BOULDERS, SHEET PILING, WATER CONTROL
Contract: $1,353,246.00 Change Order(s): $131,219.00
Start/Completion Dates: 2/23/23 - ~~10/20/25~~ 4/30/25
Contact Name/Phone: FRANK MAIN 720 733 6029

d. Job: OMNI TRIBUTARY - TOWN OF CASTLE ROCK
Description: CHANNEL IMPROVEMENTS INCLUDING EARTHWORK GROUTED BOULDER DROPS, SHEET PILE, WATER CONTROL
Contract: $1,337,740.00 Change Order(s): $ - 76,658.00
Start/Completion Dates: 2/22/22 11/2/23
Contact Name/Phone: ERIK DAM 720 733 6044

15. Provide a conceptual idea how you will provide water control and dewatering for this project.

- SEE ATTACHED

16. Background and experience of the principal members of your organization, including officers:

- SEE ATTACHED RESUMES

17. Bonding Limit: $5,000,000 EACH / 8,000,000 AGGREGATE

158. Bonding Company: EMPLOYERS MUTUAL CASUALTY CO. Phone # 515-345-2689

Address: 717 MULBERRY ST.
DES MOINES, IA 50309

19. Bank Reference(s): SOUTHSTATE BANK
720-733-5222

20. Will you, upon request, complete a detailed financial statement and furnish any other information that may be required by the Town of Castle Rock? YES

161. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Castle Rock in verification of the recitals in this statement of **Bidder's Qualifications and Data**.

CONTRACTOR: 53 CORPORATION, LLC BY: [signature]

ADDRESS: 5655 PETERSON RD.
SEDALIA, CO 80135 ITS: MANAGING MEMBER
Title

Attest:
SECRETARY: [signature] DATE: 4/1/26
(if corporation)

53 CORPORATION LIMITED LIABILITY SEAL 1998 COLORADO COMPANY

BIDDER'S OFFICIALS DATA

Bidder's name 53 CORPORATION, LLC

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.)

Name CAROL HOYT

Title MANAGING MEMBER EIN 84-1483153

Home address 2166 FIFTH STREET

Town, State, Zip CASTLE ROCK, CO 80104

Other companies with whom this person has been affiliated in last 10 years N/A

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? NO - N/A

Name _____

Title _____ EIN _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____

Name _____

Title _____ EIN _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____

Name _____

Title _____ EIN _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

BID BOND

53 Corporation, LLC, 5655 Peterson Road, Sedalia, CO 80135,
(insert the full name and address or legal title of the Contractor) as Principal,
and, Employers Mutual Casualty Company
(insert the legal title of the Surety)
as Surety, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Colorado, with a general office at 717 Mulberry Street / P.O. Box 712, Des Moines, IA 50306
,
are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of Five Percent Amount Bid (5% Amount Bid)
DOLLARS,
in United States currency, for the payment of which amount the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has submitted the accompanying Bid dated April 1st, 2026, for construction of the
6400 East Tributary at Paintbrush Park Phases 1 and 2 Project.

The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a penalty, for the Principal's failure to perform.

If the Principal, within the specified period, executes the Agreement for Construction Contract with the Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Executed this 25th day of March, 2026.

WITNESS

WITNESS

PRINCIPAL 53 Corporation, LLC
By its President
Carol Hoyt, Managing Member

SURETY Employers Mutual Casualty Company

TITLE

BY:
Its Attorney-in-fact, Carolyn Hartwick

I, Carolyn Hartwick, certify that I am the Attorney-in-Fact *(title)* of the Corporation named as Surety; that Carol Hoyt, who signed the bond on behalf of the Principal, was then Managing Member *(title)* of the Corporation; that I know his or her signature, and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL)

Signed:
Title: Carolyn Hartwick, Attorney-in-Fact

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Carolyn Hartwick

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

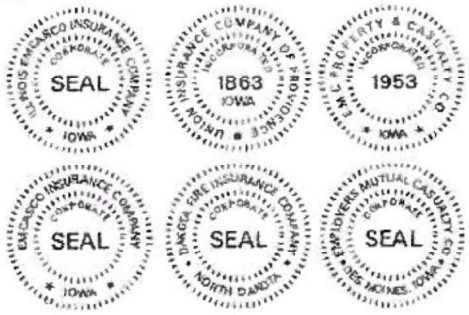
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

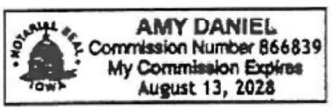
Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.



My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of March, 2026.



Vice President

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of COLORADO)
ss
County of DOUGLAS)

CAROL HOYT, Being duly sworn deposes and says that:
(Insert name)

1. He/She is the MANAGING MEMBER *(Title)* of 53 CORPORATION, LLC the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR: 53 CORPORATION, LLC BY: _____

ADDRESS: 5655 PETERSON RD SEDALIA, CO 80135 TITLE: MANAGING MEMBER

Attest:

SECRETARY: _____ DATE: 4/1/26
(if corporation)

53 CORPORATION LIMITED LIABILITY COMPANY SEAL 1998 COLORADO

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: JMG CONCRETE SERVICES INC
Address: 6345 IVANHOE ST. COMMERCE CITY, CO 80022
Proposed work and percentage of total work to be assigned: STRUCTURAL CONCRETE
Percentage 8.6 %

Firm Name: GARRETTE CONSTRUCTION INC.
Address: 5227 HORIZON DRIVE WINDSOR, CO 80550
Proposed work and percentage of total work to be assigned: SHEET PILE
Percentage 1.4 %

Firm Name: TRIAX ENGINEERING
Address: 5371 MAGNOLIA ST. COMMERCE CITY, CO 80022
Proposed work and percentage of total work to be assigned: MATERIALS TESTING
Percentage 1 %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Total Percentage 11 %

53 Corporation - Equipment List

Equipment #	Equipment Description		Equipment #	Equipment Description
S10261	2007 Komatsu SK1026 Skid Steer(4H)		TR220	2005 Spool Trailer Homemade
S1841	1999 Case 1840 Skid Steer		TR225	1999 Avion Travel Trailer
S2891	2021 CAT 289D3 Track Skid Steer		TR230	2018 Trail King Lowboy
S370	2022 Case TV370B Skid Steer		TT010	Kenworth w/ Sidedump
S450	2022 Case TV450B Skid Steer		TT020	Kenworth w/ Lowboy
S80	2025 Yanmar TL80VS Track Skid Steer		TT030	Mack w/ Trailer
EX1451	2014 Case CX145 Excavator w/ Thumb		FT020	1986 GMC 2500 Gallon Water Truck
EX150	2001 Volvo EC150D Excavator w/ Thumb		GH010	E2200 Ground Heater
EX2352	2025 XCMG XE235U Excavator w/ Thumb		SE010	2010 Great Plains Seeder
EX245	2022 Case EX245D Excavator		SE020	Hydro Seeder
EX3151	2019 CAT FLCR 315 Excavator w/ Thumb		SE030	2012 Land Pride 3 Disc
EX3503	2017 Case CX350 Excavator w/ Thumb		SE050	Three Point Crimper
WL1101	2015 Volvo L110H Wheel Loader		SE060	2006 Finn Straw Blower
WL1102	2014 Volvo L110H Wheel Loader		SE070	Mower Deck (6X6)
WL2001	2013 Komatsu WA200 Wheel Loader(4H)		SE080	Rake Attachment (3 Point)
WL9211	2014 Case 921F Wheel Loader		SE090	Flatbed Water Tank
MG030	2015 John Deere 772G Motor Grader		SE100	2014 Branson 5220C Tractor
D6T	2015 Cat D6T Dozer		PU112	2012 Dodge 3500
D3K	2008 Cat D3 Dozer		PU116	2015 GMC Sierra 2500 (Nate)
W605D	2003 Vibromax W605D 66" Smooth Drum Roller		PU118	2016 GMC Canyon (Al - Survey)
ST040	1988 International Fuel / Lube Truck		PU121	2017 Chevrolet Silverado 3500 (Danny)
ST050	1999 Freightliner FL70 2000 Gallon Water Truck		PU123	2019 Chevrolet Silverado 3500 (Chance)
ST060	1990 Ford F9000 4000 Gallon Water Truck		PU124	2019 Chevrolet Silverado 3500 (Travis)
ST070	2006 Mack Tandem		PU125	2019 Dodge Ram 1500 (Ken)
ST090	2004 International 4X4 Hydra-mulch Truck		PU129	2016 Chevrolet 3500 Liftgate
ST100	1998 F800 Fuel / Lube Truck		PU134	2025 Chevrolet 2500 (Brett)
ST110	2014 Kenworth Semi-Truck		PU135	2025 Chevrolet 2500 (Travis)
ST120	2000 Ford F-650 Fuel / Lube Truck		CS010	Target Pro 65111 Asphalt/Concrete Saw
ST125	2009 Ford F-750 Service Truck		SM010	Sawmill
TR010	2008 Hudson Triple Axle Trailer		VP050	Stanley Vibe Plate
TR040	1997 Superior Flatbed Trailer		GEN040	2018 Honda ED2200I Generator
TR050	2000 Hallmark Cargo Trailer		HH010	2018 Hydraulic Hamer BRH501
TR060	2006 North American Cargo Trailer		JJ020	Stanley Jumping Jack
TR120	2007 Cargo Trailer		WE020	Hobart Ironman Welder
TR130	2014 Big Tex Dump Trailer		WE030	Miller 302 Welder
TR140	1997 Superior Pintle Flatbed Trailer		WE040	Lincoln Ranger Welder
TR150	2003 Maclander Flatbed Trailer		WP020	4" Submersible Pump - Thompson
TR160	2004 Benke Enterprises Trailer		WP030	Twin 4" Pump–Berkley WP Trailer
TR170	2005 CNMI 16X8 Cargo Trailer		AT195	Rock Bucket
TR175	1998 VAC Trailer SPV500		AT200	Ripper
TR185	Brocks 44' Flatbed Gooseneck Trailer		AT205	SUIHE SH750 Hydr. Skid Breaker
TR190	2016 STE Side Dump Trailer		AT210	SUIHE 72" Skid Vibe Roller
TR195	2016 Lowboy Trailer		AT215	72" Paladin Sweeper
TR200	2007 PJ Flatbed Gooseneck Trailer		AT220	Hydraulic Skid Steer Auger
TR215	1993 Vermeer Tree Spade Trailer			

Bidder's Qualifications and Data

Item 15. Provide a conceptual idea how you will provide water control and dewatering for this project

Phase 1 Work

1. Dewater pond into sediment basin downstream by pumping over dam
2. Clear water diversion around eastern limits of project
    a. Capture base flow coming into project at approximately STA 27+50 and divert around project on east side
    b. Drop water back into channel where grade allows (at existing head-cut)
3. Upon completion of dam outlet construction, water will be diverted back into outlet works to facilitate spillway construction
4. Selective pumping may be required for the outlet construction

Phase 2 Work

Clear water diversions around drop structures at construction limits as needed

Carol Hoyt

Castle Rock, CO 80104 |

Professional Summary

Experienced professional with more than 20 years of experience emphasizing business development in heavy civil construction.

Skills & Abilities

MANAGEMENT

- Corporate/Operational Finance
- Accounting
- Internal/External Audits
- Acquisition of Equipment
- Office Management
- Health & Safety Officer
- Strategic Planning
- Performance Standards
- P&L Management
- Budget Planning
- Banking/Bonding

Experience

OWNER MANAGING MEMBER | 53 CORPORATION LLC | 08/98 TO PRESENT

- Responsibilities include:
- Overseeing Payroll and Accounts Payable Managers
- Accounts Receivable
- Obtaining banking (lines of credit, loans etc.)
- Obtaining financing for equipment
- Obtaining and maintaining bonding requirements for continued growth.
- Hiring/firing/EEO management
- Management of Equipment
- Health and Safety Officer

OFFICE MANAGER | PHD CONTRACTORS, INC | 04/93-08/98

- Responsibilities include:
- Payroll
- Certified Payroll
- Accounts Payable
- Clerical
- Phones
- Filing

Education

Glenrock High School

CHRIS HOYT

Castle Rock, CO 80104 ♦

PROFESSIONAL SUMMARY

Motivated Project Manager/Estimator with 26 years of experience in heavy civil construction, specializing in drainage and utility improvements. Offers an in-depth understanding of project development methodologies. Attributes include experience in all aspects of construction including estimating, plan review, scheduling, and hands on field work.

SKILLS

- Subcontractor management
- Project scheduling
- Project planning and development
- Logistics management
- Multi-site operations
- Project management
- Analytical
- Advanced problem solving
- Quality control
- Methodologies and deployment
- Project controls
- Multi-operations management

WORK HISTORY

Project Manager/Estimator, 06/1998 to Current
53 Corporation - Castle Rock, CO

- Responsible for all aspects of project estimating including plan review, take offs, solicitation of quotes and determining costs and profit.
- Review plans and specs during pre-construction.
- Conduct weekly production and operations meetings.
- Perform regular job site observations to provide direction for contractor personnel.
- Organize pre-construction conferences with general contractors, subcontractors, and consultants.
- Work with engineers on plan revisions and improvements.
- Determine the project schedule, which include the sequence of construction activities.
- Schedule contractors and materials deliveries for multiple projects.
- Perform inspections to ensure that work is progressing per the specifications of the project.
- Manage field crews and resource allocations for projects.
- Visit project sites during construction to monitor progress and consult with contractors and on-site engineers.

EDUCATION

Bachelor of Science: Business Management, 1999
Colorado Mesa University- Grand Junction, CO

ATTRIBUTES

- Extensive involvement in working with engineers in the design and construction stages of a project.
- Consistently completes projects on-time and under budget.
- Builds strong and lasting working relationships with owners, engineers, and consultants.
- Able to deal with adversity and challenges on various types of projects.

Stacey Hoyt

Castle Rock, CO 80109

Professional Summary

Project Manager with 4 years of experience in heavy civil construction, specializing in drainage and utility improvements and an additional 21 years of experience in Project Administration.

Skills

- Project Management
- Project Administration
- Project Scheduling
- Subcontractor Management
- Permit Coordination and Management
- Contract Administration
- Organizational
- Quality Control

Work History

Project Manager – September 2015 to Current
53 Corporation, LLC – Sedalia, CO

- Schedule contractors and material deliveries for multiple projects
- Project scheduling
- Perform inspections to ensure that work is progressing per the specifications of the project
- Manage field crews and resource allocations for projects
- Attend weekly construction meetings with project owners, engineers and inspectors
- Visit project sites during construction to monitor progress and consult with contractors and on-site engineers
- Conduct weekly production and operations meetings
- Manage project compliance paperwork

Project Administration – June 1998 to Current
53 Corporation, LLC – Sedalia, CO

- Project compliance
- Managing vendors, suppliers and subcontractors
- Pay applications
- Job costing
- Certified payroll
- Permit compliance

Education

1993 – 1994	Northwest College – Powell, WY
1994 – 1998	Metropolitan State College of Denver – Denver, CO

Attributes

- Builds strong and lasting relationships with owners, engineers, consultants and subcontractors.
- Consistently completes projects on-time and under budget.
- Able to deal with adversity and challenges on various types of projects.

Travis Ruberg

Colorado Springs, CO |

Attributes

- Maintaining strong relationships with owners, engineers, consultants, and subcontractors
- Broad construction experience with high-risk, complex projects
- Demonstrates a strong ability to deliver projects within established timelines and below allocated budgets

Experience

PROJECT SUPERINTENDENT | 53 CORPORATION, LLC | MARCH 2017 - PRESENT

- Schedule and coordinate subcontractors, material deliveries, equipment, and manpower
- Monitor crew's productions and quality of work
- Attend and participate in weekly meetings with owners, engineers, and inspectors
- Assist project management in monthly pay applications and RFI clarifications
- Project safety
- Plan and specification review and implementation.
- Grade control

LEAD OPERATOR | FLATLINE GRADING AND PAVING – PHOENIX, AZ | FEBRUARY 2016 – MARCH 2017

- Demo existing structures and site clean-up
- Excavate trenches, backfill, and compact for new construction
- Install catch basins and saw-cut concrete and asphalt for removal
- Operate 950 Loader and 320 Excavator, mini-excavator, and skid steers

OWNER OPERATOR | PRECISION DIGS – PHOENIX, AZ | SEPTEMBER 2001 – OCTOBER 2012

LEAD OPERATOR | SRK UNDERGROUND – PHOENIX, AZ | JANUAY 1999 – SEPTEMBER 2001

- Demo existing structures and site clean-up
- Excavate trenches, backfill, and compact for new construction
- Heavy equipment operation – backhoe, forklift, front-end loader, mini-excavator, and skid steers

Education

GED - PARADISE VALLEY HIGH SCHOOL – PHOENIX, AZ

EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

53CORPO-02 RENEES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paula Weeks
Mountain West Insurance - Englewood 3575 S Sherman Street Englewood, CO 80113	PHONE (A/C, No, Ext): (303) 788-1916 FAX (A/C, No): (303) 762-1733 E-MAIL ADDRESS: paulaw@mtnwst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employer's Mutual Casualty Company	21415
INSURER B : Underwriters At Lloyds	15642
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

53 Corporation LLC
5655 Peterson Road
Sedalia, CO 80135

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Per Project Aggregat GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	2X10684	8/26/2025	8/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	2X10684	8/26/2025	8/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2X10684	8/26/2025	8/26/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine			2X10684	8/26/2025	8/26/2026	Leased/Rented Equip	500,000
B	Pollution			CPLI00690001	8/29/2025	8/29/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 6400 East Tributary at Paintbrush Park Phases 1 & 2
Town of Castle Rock, elected and appointed officials, officers, employees, agents, volunteers and others as required by written contract are named as additional insured with respect to general liability, and with respect to auto liability, if required by written contract.

CERTIFICATE HOLDER

Town of Castle Rock
100 N. Wilcox St.
Castle Rock, CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an “insured”:

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional “insured” under your “auto” Policy to provide “bodily injury” or “property damage” coverage, but only with respects to liability arising out of the use of a covered “auto” you own, hire or borrow and resulting from the acts or omissions by you, any of your “employees” or agents. The insurance afforded to such additional “insured” will not be broader than that which you are required to provide for such additional “insured” and applies only to a written contract executed prior to the “bodily injury” or “property damage” and is still in force at the time of the “accident”.

2. With respect to the insurance afforded to the additional “insured” described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage:**

The most we will pay on behalf of the additional “insured” is the amount of insurance:

(1) Required by the written contract or agreement described above, or

(2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered “auto” you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

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(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" that is a private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is $5,000, in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

(1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of $100,000, Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of $10,000 on the lease or loan for a covered "auto", including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
   a. Overdue or any deferred lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days

   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred; or
   b. $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to $2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

a. Theft or Mischief or Vandalism; or
b. All Perils
c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Elizabeth Gille	
Associates Insurance Group 7395 E. Orchard Rd. Greenwood Village CO 80111	PHONE (A/C, No, Ext): (303) 793-3388	FAX (A/C, No): (303) 793-3386
	E-MAIL ADDRESS: egille@getagc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance	41190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
53 Corporation LLC
5655 Peterson Road -
Sedalia CO 80135

COVERAGES **CERTIFICATE NUMBER:** Master 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	3112180	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 6400 East Tributary at Paintbrush Park Phases 1 & 2

A Waiver of Subrogation applies in favor of the certificate holder as respects Workers' Compensation.

CERTIFICATE HOLDER

Town of Castle Rock
100 N. Wilcox St.
Castle Rock CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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PINNACOL ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 3112180

53 Corporation LLC
5655 Peterson Road -
Sedalia, CO 80135

Associates Insurance Group
7395 E. Orchard Rd.
Greenwood Village, CO 80111
(303) 793-3388

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date:October 1, 2025 Expires on: October 1, 2026
Pinnacol Assurance has issued this endorsement October 1, 2025

EXHIBIT 4

LETTER OF DAMAGE GUARANTEE

LETTER OF DAMAGE GUARANTEE

6400 East Tributary Dam Reconstruction and Downstream Rehabilitation Project

TO: Town of Castle Rock
Attn: Water Department
175 Kellogg Court
Castle Rock, CO 80109

Date: April 20, 2026

53 Corporation, LLC guarantees that, for the full period of the Contract, including any warranty period, any Work which is damaged in any way by any cause, including but not limited to damage due to floods, will be replaced at its sole cost. This includes the entire above-referenced Project which is the subject of the Contract and includes completed Work and Work in progress.

CONTRACTOR:

53 Corporation LLC

53 Corporation, LLC

By: Carol Hoyt
(signature)

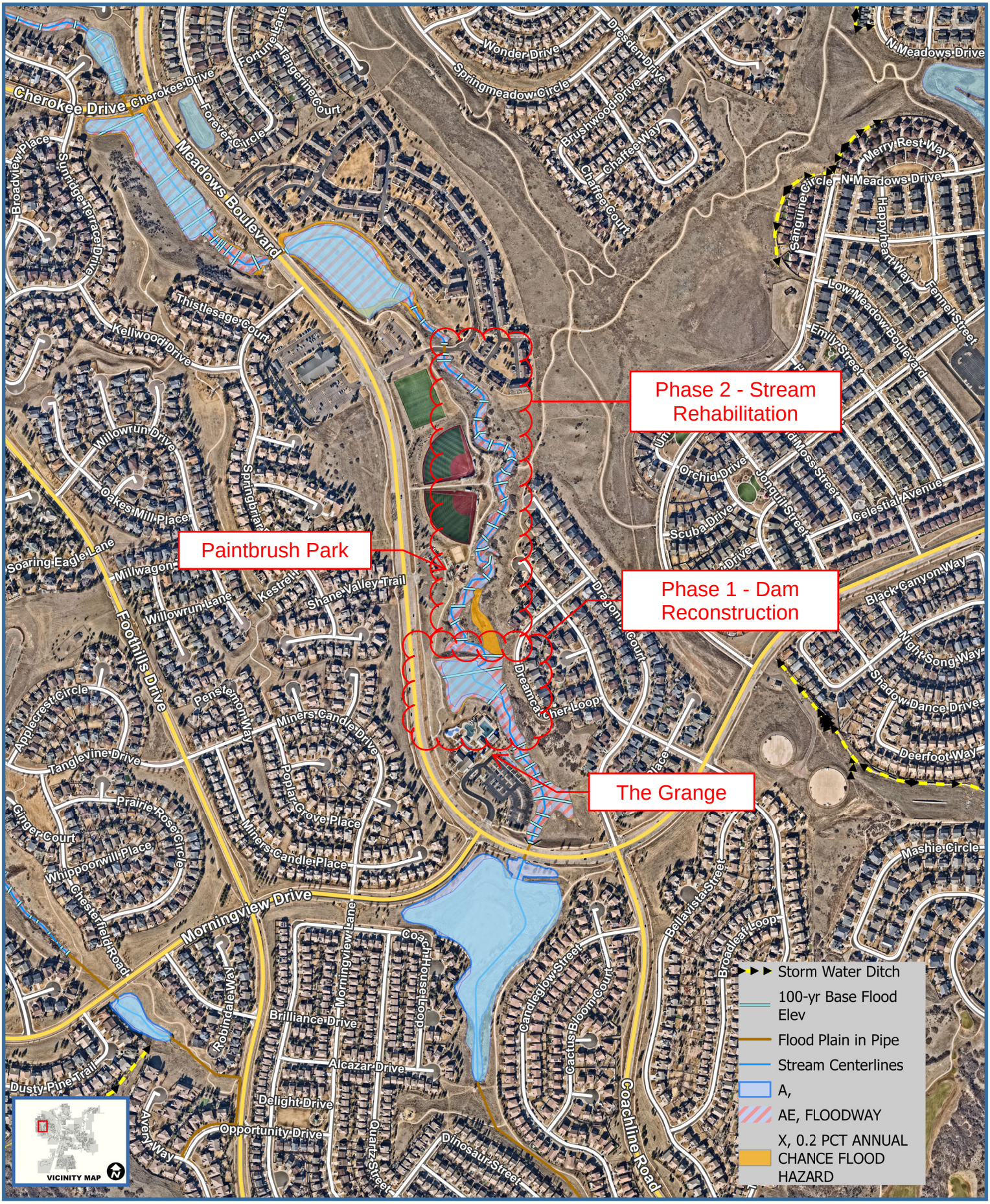
Name: Carol Hoyt
(print)

Title: Managing Member

cc: _____
(Bonding Company)


INSTALL FISHING PLATFORMS (TYP.) INDEX SHEETS L100-L202
INSTALL TRAIL (TYP.) SEE SHEETS L100 AND L101
INSTALL FISHING PLATFORMS (TYP.) INDEX SHEETS L100-L202
INSTALL BOULDER CROSSING SEE SHEET C4
INSTALL BOULDER STAIRS SEE INDEX SHEETS L100-L202
INSTALL POND ACCESS BOULDERS (TYP.) INDEX SHEETS L100-L202
INSTALL BOULDER CROSSING SEE SHEET C4


INSTALL FLAGSTONE SURFACING (TYP.)
(SEE INDEX SHEET C5)



CASTLE ROCK Water
Securing our future drop by drop

0 355 710 1,420 Feet

Date: 4/13/2026 1:8,545

Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no liability for it's use or accuracy. Questions or comments regarding the cartographic composition of this map including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6000. Copyright 2024, Town of Castle Rock Utilities Mapping.

6400 East Tributary at Paintbrush Park Phases 1 and 2 Site Map

Document Path: J:\B. PLAN & ENG\16.0 WS Mgmt\16.9 Projects\6400 East Trib\6400 E Trib Paintbrush Park Ph 1-2\2026 Const\1.1 - CONTRACT - insert name\1.1 a - Bid Proposa ...oort\A