Town Council
Agenda - Final

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

Tuesday, June 16, 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 June 16, 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. APPT 2026-006 **Appointments: Design Review Board, Downtown Development Authority Board, Election Commission, and Public Art Commission**

- UNSCHEDULED PUBLIC APPEARANCES

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

- TOWN MANAGER'S REPORT

2. ID 2026-070 **Update: Calendar Reminders**

3. ID 2026-071 **Update: Monthly Department Reports**

4. ID 2026-072 **Presentation of the 2025 Annual Comprehensive Financial Report (ACFR) and 2025 Popular Annual Financial Report (PAFR)**

5. ID 2026-073 **2026 General Assembly Legislative Update**

6. ID 2026-074 **Update: Tall grass Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass)** *[Lost creek area of Weld County, Colorado]*

7. ID 2026-075 **Development Services Project Updates**

8. ID 2026-076 **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.

9. ORD 2026-019 **Ordinance Repealing and Reenacting Chapter 2.01 of the Castle Rock Municipal Code Regarding the Conduct of Town Elections (Second Reading - First Reading on June 2, 2026, by a vote 7-0)**

10. RES 2026-071 **Resolution Approving a Services Agreement Between the Town of Castle Rock and Tetra Tech, Inc. for Phase VI of the SCADA Master Plan Design Project** *[Entire Castle Rock Water service area]*

11. RES 2026-072 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an On-Call Equipment and Service Agreement Between the Town of Castle Rock and Evoqua Water Technologies LLC.** *[Entire Castle Rock Water Service Area]*

12. RES 2026-073 **Resolution Approving a True-Up Payment for the WISE DIA Connection Project Invoice from South Metro WISE Authority** *[Denver City and County]*

13. PROC 2026-010 **Proclamation: Smart Irrigation Month - July 2026** (For Council Action - Presentation on July 7, 2026)

14. MIN 2026-017 **Minutes: June 2, 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.

15. DIR 2026-017 **Discussion/Direction of Applications for the 2026 Second Quarter Council Community Grant Program, Three Eligible Applicants**

16. ID 2026-077 **Update: Specific Property Eminent Domain/Property Acquisition** (Highway 85 Wastewater Collection and Treatment System Project, Sedalia)

- 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.

- RECESS TO EXECUTIVE SESSION

17. EXEC 2026-005 **Executive Session: Town Manager and Town Attorney Annual Performance Evaluations**

18. EXEC 2026-006 **Executive Session Report: June 16, 2026 - Town Manager and Town Attorney Annual Performance Evaluations**

- ADJOURN

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 1. **File #:** APPT 2026-006

To: Honorable Mayor and Members of Town Council

Thru: David L. Corliss, Town Manager

From: Shannon Eklund, Executive Assistant

Appointments: Design Review Board, Downtown Development Authority Board, Election Commission, and Public Art Commission

Executive Summary

Interviews with residents who applied to serve on Town Boards and Commissions were held during the Special Town Council Meeting on May 12, 2026, and recommended appointments were ratified on May 19. The Design Review Board is comprised of two representatives each from the Downtown Development Authority and Historic Preservation Board, and one representative from the Planning Commission, as well as two downtown property owners. Based on unanimous vote by the Historic Preservation Board, the following appointments to the Design Review Board are recommended as Historic Preservation Board Representatives:

- Susan Thayer
- Robin Warnke

Based on unanimous vote by the Planning Commission on June 11, 2026, the following appointment to the Design Review Board is recommended as Planning Commission Representative:

- Kevin McHugh (reappointment)

And the DDA unanimously recommends the following appointments to the Design Review Board as DDA Representatives:

- David Miles (reappointment)
- Josie Adler (reappointment)

The Downtown Development Authority Board has two upcoming vacancies which have been publicly noticed, posted on the DDA website and announced at the DDA Board meetings. During the meeting on June 11, 2026, the DDA board recommended the reappointment of Andrew Wasson and Kim Heideman, for terms ending June 30, 2030.

Item #: 1. **File #:** APPT 2026-006

The Election Commission is recommending the appointment of Christina Medina, for a partial term ending May 31, 2027.

And the Public Art Commission is recommending the reappointment of KC Neel, for a term ending May 31, 2029.

Proposed Motion

"I move to approve the appointments to the Town Boards and Commissions as outlined in the staff's memo."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 2. **File #:** ID 2026-070

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
JUNE 16, 2026

CALENDAR REMINDERS

19 JUN	**Juneteenth Holiday – Town Offices Closed** MAC, Recreation Center and Cantril School normal hours
22-25 JUN	**Colorado Municipal League 104th Annual Conference** 10600 Westminster Blvd., Westminster
24 JUN	**America 250/Colorado 150 Mural Dedication - Rio at the Rock, 12:30-2 p.m.** 403 Perry St. (formerly known as Reyn Rock Apartments)
3 JUL	**Independence Day Holiday Observed – Town Offices Closed** MAC, Recreation Center and Cantril School normal hours; Closed on Sat July 4th
7 JUL	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
8 JUL	**Lost Canyon Ranch Open Space Opening Dedication, 5-7:30 p.m.** (by invitation) 6581 Lost Canyon Ranch Road
21 JUL	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers

COMMUNITY ENGAGEMENT EVENTS

25 AUG	**Open House: District 4 – Councilmember Davis, 4-6 p.m.** Cantril School, 312 Cantril St.
8 SEP	**Open House: Districts 1 and 3 – Councilmembers Hollingshead and Bracken, 4-6 p.m.** The Grange, 3692 Meadows Blvd.
17 SEP	**Open House: District 5 – Councilmember Brooks, 4-6 p.m.** Lost Canyon Ranch Open Space, 6581 Lost Canyon Ranch Road
22 SEPT	**Open House: District 6 – Councilmember Dietz, 4-6 p.m.** The Oaks at Plum Creek, 321 Players Club Drive
29 SEPT	**Open House: District 2 – Mayor Pro Tem Cavey, 4-6 p.m.** Castle Rock Fire Station 155, 3833 Crowfoot Valley Road
1 OCT	**State of the Town Event – Mayor Gray, 5-7 p.m.** Cantril School, 312 Cantril St.

HIGHLIGHTS from CRgov.com/**Events**

17 JUNE	Free Summer Trolley, 6 p.m. to 8 p.m. Downtown Castle Rock - Starting at Encore Parking Garage Entrance on South Street between Wilcox and Perry streets
17 JUNE	Jazz in the Park, 6:30 p.m. to 8 p.m. Festival Park, 300 Second St.
18 JUNE	Tunes for Trails / Perks for Parks Free Concert Series – The Rick Lewis Project, 6:30 p.m. to 9 p.m. Amphitheater at Phillip S. Miller Park, 1375 W. Plum Creek Parkway
19 JUNE	Fitness Fridays, 8 a.m. to 9 a.m. Amphitheater at Phillip S. Miller Park, 1375 W. Plum Creek Parkway
19 JUNE	Car Show Street Party & Concert, 6 p.m. to 9 p.m. Wilcox Square – Historic Downtown Castle Rock, 300 Second St.

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NEIGHBORHOOD MEETINGS

17 JUN	**Meadows Verizon Cell Tower @ Town Hall, 6:00 p.m., 1st Meeting** Verizon is proposing to build a cell tower on a Town owned property that is currently being used for a Castle Rock Water pump house. The cell tower would be housed in a 47' stealth water tower silo.
22 JUN	**Dawson Trails, Planning Area E2, SDP @ Cantril School, 6:00 p.m., 3rd Meeting** Proposing 100 townhome units on 8.4 acres. Approximately 3 acres will be landscaped common area.
22 JUN	**Dawson Trails Planned Development@ Cantril School, 6:30 p.m., 1st Meeting** Proposing a major amendment to the Dawson Trails Planned Development Plan and Zoning Regulations to add a master sign plan, reconfigure Planning Areas G-2, and PL-2.07, and to define the pedestrian-oriented street section within Planning Area E2.
23 JUN	**Wellspring Community Annexation and Zoning @ Wellspring Community Offices, 6:00 p.m., 3rd Meeting** Wellspring Community is proposing to annex a 2.7-acre parcel. The proposed PD zoning would allow a maximum of 36 multifamily units (townhomes/apartments), with half the units designed and reserved for IDD lessees.
29 JUN	**Dawson Trails Multifamily Development @ Coff33, 6:00 p.m., 2nd Meeting** Proposing 324 apartment units, configured in six, four-story buildings. The property is in Dawson Trails Planning Area D.
29 JUN	***607 Sixth Street Demolition and Design Review @ Town Hall, 5:00 p.m., 2nd Meeting** The property owner of 607 Sixth Street is proposing to demolish the existing single-family residence and building a new home.

*tentative

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 3. **File #:** ID 2026-071

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 May 2026.

Development Services

May 2026 Monthly Report

Inside this issue:

[Page 2](): Employee Recognition

[Page 3](): New Land Use Submittals

[Page 8](): Actions and Updates

[Page 10](): Development Snapshot

Find more information on our [Development Activity Page]() at Crgov.com.



News from the Director

Summer is here, and your home improvement to-do list is likely here as well. Before starting your next project, make sure to check whether you need a building permit.



Tara Vargish, PE
Director
Development Services

Permits help ensure projects meet safety standards and local building codes designed to protect you, your family and your investment. They can also help prevent costly issues later during home sales, inspections or insurance claims.

Many common home improvement projects require permits, including basement finishes, decks, detached sheds, hot tubs, water heater replacements, gas line work and home remodels. Even some outdoor projects may require permits depending on their size, height or location.

Before work begins, homeowners are encouraged to contact the Town's Building Division to discuss project plans and determine permit requirements. Staff can answer questions and help residents avoid delays or unexpected costs.

Hiring a contractor? Be sure they are registered and in good standing with the Town before construction begins.

Find out more about home project resources online at CRgov.com**/HomeownerResources.** For questions, [send a form to the Town's building counter]() or call 720-733-3527.



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]().

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!**

413 surveys distributed
16 May responses

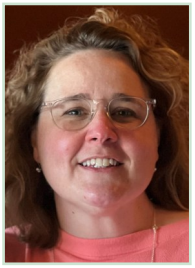
Here are some comments from our customers in May:

- "The staff was really kind and helpful."
- "I very much appreciated the prompt responses I received to my business sales tax questions and new business license information."
- "Appreciated the quick response and answers from **Tammy King**."
- "Good job."
- "**Tammy King** was fabulous!"
- "Thank you, **Tammy King**, for the quick answers to my questions!"
- "The licensing and permitting process was very fast and smooth! Thank you, Castle Rock!"
- "Outstanding customer service."
- "Straightforward process in getting permitted for my project."
- "Very helpful."
- "**Tammy King** was fantastic and very helpful."
- "**The Building Department** seems to be doing a great job."

Staff Anniversaries, Promotions & New Employees



Congratulations to Erin Andolsek, Building Plans Examiner I, on her promotion to **Building Plans Examiner II**!



Congratulations to Julie Kirkpatrick, Plan Review Project Coordinator, on 15 years with the Town!



Congratulations to TJ Kucewesky, Assistant Director, on 10 years with the Town!



Welcome David Noh on joining the Town as an **IT Technical Coordinator** for Development Services!



Congratulations to Kevin Arencibia, Building Plans Examiner I, and on 4 years with the Town and his promotion to **Building Plans Examiner II**!



Congratulations to Cara Reed, Neighborhood Liaison, on 9 years with the Town!

New Land Use Submittals

Administrative Projects

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

Academy Charter School
Drainage easement agreement for Academy Charter School, located at 1551 Prairie Hawk Drive.

Bella Mesa North, Filing 1, (Phase 1)
Grading only erosion control plans for 229 single-family lots, located northeast of the intersection of Mitchell Street and Mikelson Boulevard.

Citadel Station
Erosion control plan limits of construction design revision for general contracting business, located at 661 Prairie Hawk Drive.

Dawson Trails, Filing 2
Sanitary sewer design revision and concrete channel addition in support of 256 residential unit project, located at Dawson Plaza Street and Prudhomme Drive.

Macanta (County project), Filing 5
Phasing design revision in support of single-family residential project (Town will own and maintain the project's water system per previous agreements.)

Metzler Ranch
Plat for proposed new dental office on northern half of property, located at 852 Maleta Lane.

Promenade, Sam's Club
Site development plan amendment for Sam's Club exterior renovation, located at 5940 Promenade Parkway.

Small Cell
Construction documents for installation of new standalone small cell pole with antennas, a meter on pedestal.

- Castle Oaks Drive and Oasis Drive
- Plum Creek Boulevard and October Place



Sanders Business Park, (Phase 2)
Construction documents and temporary erosion and sediment control plans for warehouse, landscaping and remaining site work on vacant land that was recently graded in Phase 1, located at 1002 S. Interstate 25.

Small Cell
Construction documents for installation of dual use streetlight pole with antennas, a meter on pedestal and disconnection of integration.

- Crystal Valley Parkway and Cade Avenue
- Meadows Boulevard and Trailblazer Way
- Meadows Boulevard and Morning View Drive
- Red Hawk Drive and Low Meadow Boulevard

The Oaks, Filing 2A
Erosion control limits of construction design revision in support of 114 single-family home project, located on south side of E. Plum Creek Parkway and east of Eaton Street.

Town project, Castle Rock Water
Erosion control plans for 6400 E. Tributary (Paintbrush Pond) at Paintbrush Park.

Administrative Projects



Town project, Castle Rock Fire
Water line design revision for Fire Station 156 and Logistics Facility, located at 3203 Castle Oaks Drive.

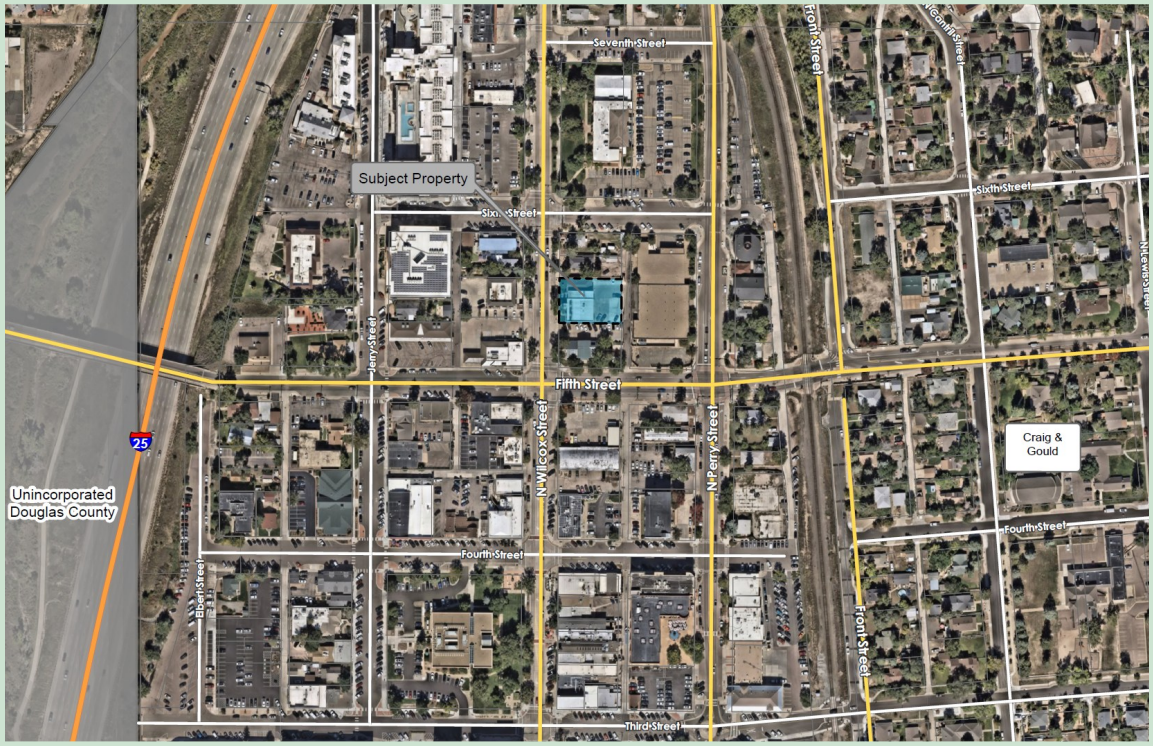


The Brickyard
Storm sewer infrastructure design revision to complete Prairie Hawk Drive improvements.

The Brickyard, (Phase 1A)
Public infrastructure changes to the freestanding portion of wall on the northwest side of the pond removed due to constructability concerns, located at 401 Prairie Hawk Drive.

Public Hearings Required

512 N Wilcox Renovation - Site Development Plan - Downtown



Vicinity map of 512 N Wilcox site located in light blue northeast of the intersection of N. Wilcox Street and Fifth Street.

Project Highlights

- New Quasi-Judicial application for a site development plan renovation on an existing .32 acre site
- Renovation includes:
  - Façade changes
  - Interior enhancements
- General location is located northeast of the intersection of N Wilcox Street and Fifth Street
- Future public hearing before the Design Review Board for review and final decision
- Located in Councilmember Davis's district

Public Hearings Required

Alexander Place Planned Development Plan Amendment



Vicinity map of Alexander Place Planned Development Plan generally located east of the intersection of Alexander Place and Montana Vista Way.

Project Highlights

- Proposing to rezone a 7.142-acre portion of the Cooper-Hook PDP and the 8.37-acre Alexander Place PDP, creating a combined site of approximately 15 acres for the development of 50 single-family homes
- Generally located east of the intersection of Alexander Place and Montana Vista Way
- Will require public hearings before the Planning Commission for review and recommendation, and Town Council for review and final decision
- Located in Councilmember Davis' district

Public Hearings Required

Pine Canyon Planning Areas 2 & 3 Site Development Plan



Vicinity map of subject property Pine Canyon Planning Areas 2 and 3 located in light blue west of the intersection of Founders Parkway and Rising Sun Drive.

Project Highlights

- Site Development Plan under review with future PC and TC meetings
- Proposing 133 single-family detached homes and 29.4 acres of open space, on approx. 64-acres
- Access provided from Founders Parkway at Rising Sun Drive and Crimson Sky Drive
- Located west of the intersection of Founders Parkway and Rising Sun Drive in Councilmember Davis' district

Boards and Commissions

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

Board of Adjustment

May 7, 2026

The Board of Adjustment held its regularly scheduled meeting and heard a request for a variance from the required twenty five-foot rear setback for a deck and a patio cover in the PD Zone (Single-Family Residential). The applicant requested a nine-foot variance, due to the fact the original deck was built and permitted at an incorrect setback and they wish to add a patio cover. The Board approved the case with a vote of 4 to 0.

Design Review Board

May 13, 2026

Meeting canceled.

May 27, 2026

Meeting canceled.

Historic Preservation Board

May 6, 2026

The Historic Preservation Board held its regularly scheduled meeting and heard a presentation on tax incentives for historic properties.

Planning Commission

May 14, 2026

The Planning Commission held its regularly scheduled meeting and heard a Use by Special Review (UBSR), tenant finish for Abbey Dew for You, a community day program for teens and young adults with intellectual and developmental disabilities (I/DD), located at 651 Topeka Way. The Commission approved the UBSR with a vote of 6 to 0.

May 28, 2026

Meeting canceled.

Development Services Items at Town Council

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

May 5, 2026

Town Council approved the first reading of ordinances related to the annexation and initial zoning of approximately 44.94 acres east of the new Crystal Valley Interchange along Interstate 25.

The Town-owned property includes portions of the interchange area, frontage road corridors and surrounding parcels associated with the Crystal Valley Interchange project.

The annexation is part of the Town's long-term effort to bring Town-owned land associated with the interchange into municipal boundaries to ensure consistent zoning, code enforcement, maintenance responsibilities and emergency services.

Council also approved initial zoning of the property to Public Land-1 (PL-1). The PL-1 zoning district is intended for public facilities and infrastructure and allows uses such as public right-of-way, roadway improvements, drainage and utility facilities, parking areas and other public improvements.

The Crystal Valley Interchange has been planned since the 1980s and is being constructed through a partnership between the Town, Douglas County and the Colorado Department of Transportation. The new interchange at I-25 and Crystal Valley Parkway, currently under construction, expects to improve regional connectivity, reduce congestion and support future growth in southern Castle Rock and Douglas County.



Vicinity map of proposed zoning and annexation on Town-owned land east of Crystal Valley interchange.

To find more information on upcoming public hearings and Board and Commission meetings, visit our webpage at CRgov.com.

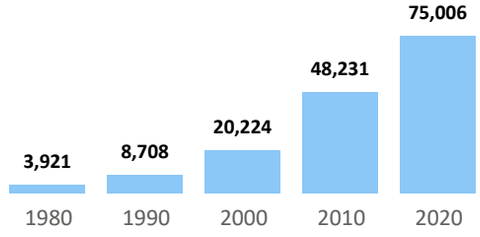
TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: May 2026

Population

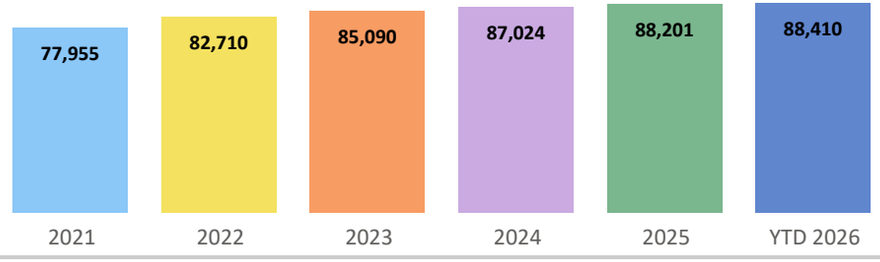
88,410

Estimated Population based on the total number of occupiable residential units

Historic Population



Recent Population



Zoning Division

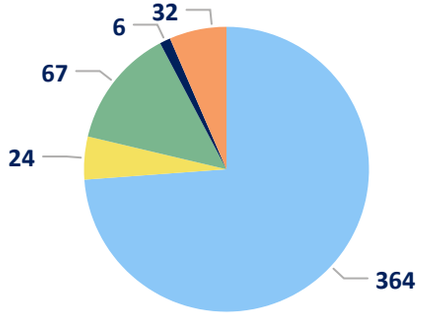
Zoning staff handle many code enforcement cases each month. These cases include issues such as rubbish, abandoned vehicles, setback encroachments, and illegal land uses. Staff respond to community complaints, visit sites to check for compliance, and issue Notices of Violation when needed. The inspection 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.

18 Sign Permits Issued

4 Temporary Use Permits Issued

22 Code Compliance Cases Opened

- Signs Removed from ROW 364
- Sign Compliance Responses 24
- Site visits 67
- Notices of Violations Sent 6
- Business Licenses 32



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

11
New Pre-Applications This Month

45
Year-to-Date Pre-Applications

25.5%
Pre-Applications that advanced as new projects over the previous 12 months

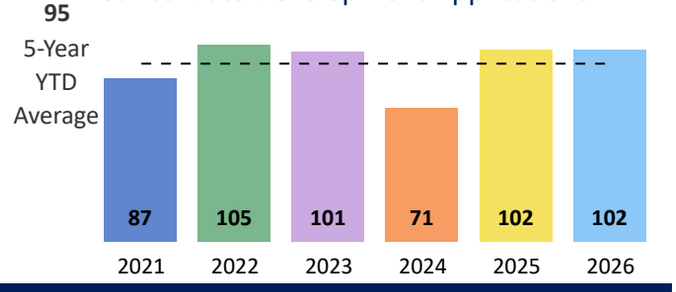
A pre-application meeting is required before submitting a land use application. These meetings allow applicants to discuss project ideas with staff, though not all move forward to a formal application. Pre-applications expire after 12 months.

New Development Applications

17 New Development Project Applications this Month

8 Other Project Applications this Month

Year-to-Date Development Applications



Development Reviews

Monthly Reviews Completed

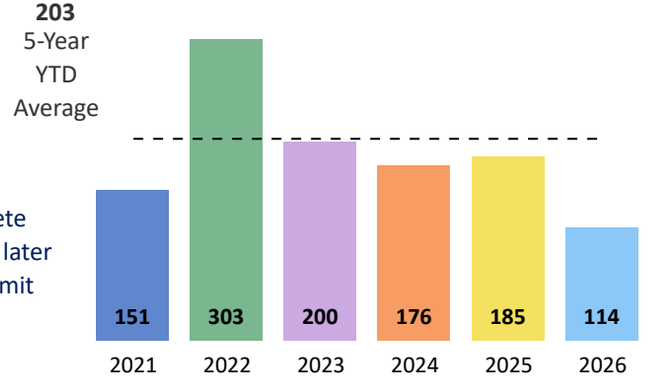
12 First Reviews

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.
4 reviews were late

Year-to-Date Planning/Development Reviews



TOWN OF
CASTLE ROCK DEVELOPMENT SNAPSHOT: May 2026

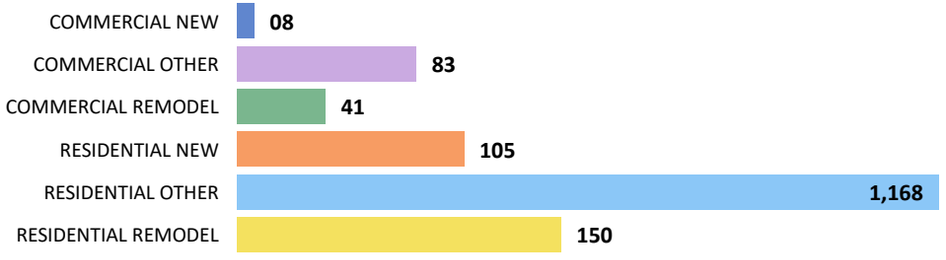
Building Division

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.

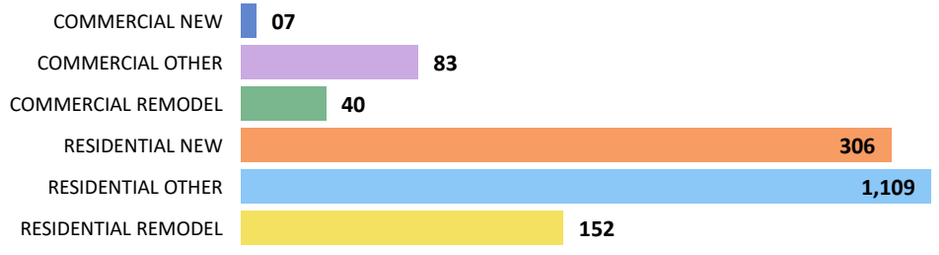
Development Services staff process permits, review plan submittals, conduct inspections, and respond to code violations each month. This snapshot highlights staff activity from the previous month for the Zoning Division, Building Division, and Planning/Development Review teams. Information from previous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

Building Permit Applications Received Year to Date

Year-To-Date Building Permit Applications Received

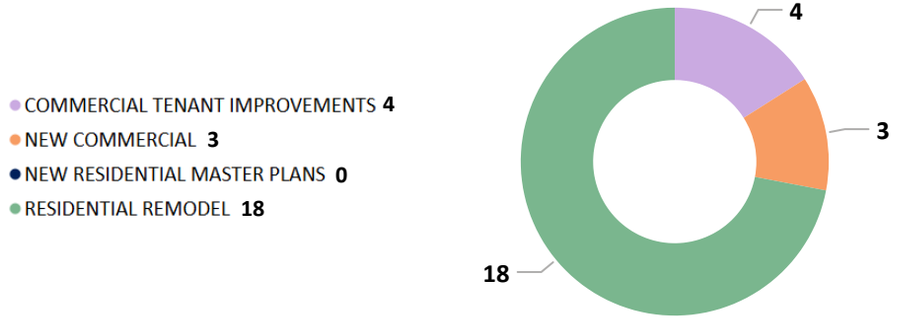


5 Year Average Year-To-Date Building Permit Applications Received



Building Permits Reviewed this Month

Monthly Building Permit Reviews by Type





52 Building Fees Calculated: 52 Within 3 days

317 Building Permits Issued

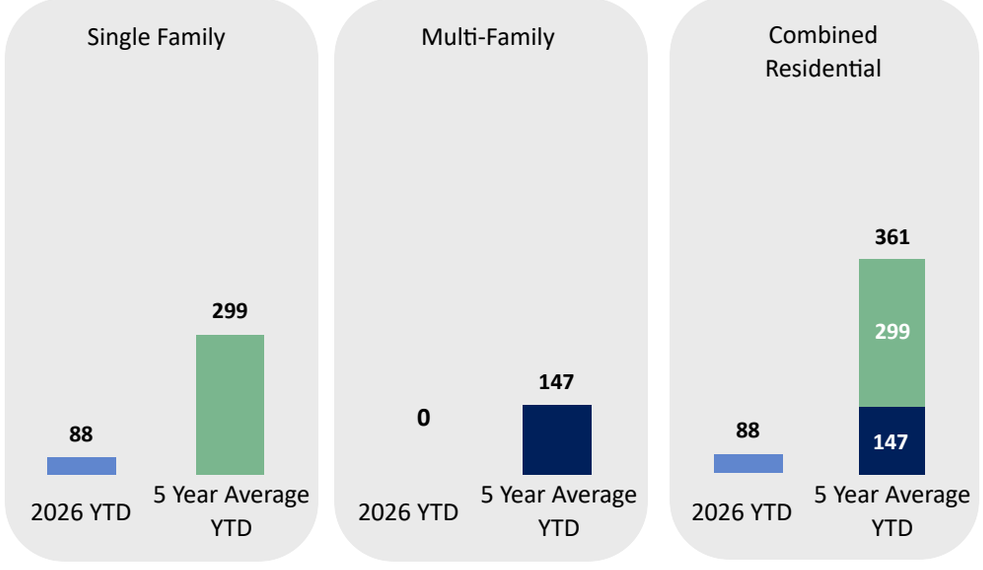
1,083 Inspections Completed: 1,080 Within 24 Hours

Building Permits Issued

11 Single Family Permits Issued this Month

0 Multi-Family Units Issued this Month

50.27K Square Feet of Commercial Space Permitted Year-to-Date



MONTHLY **REPORT**

MAY

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



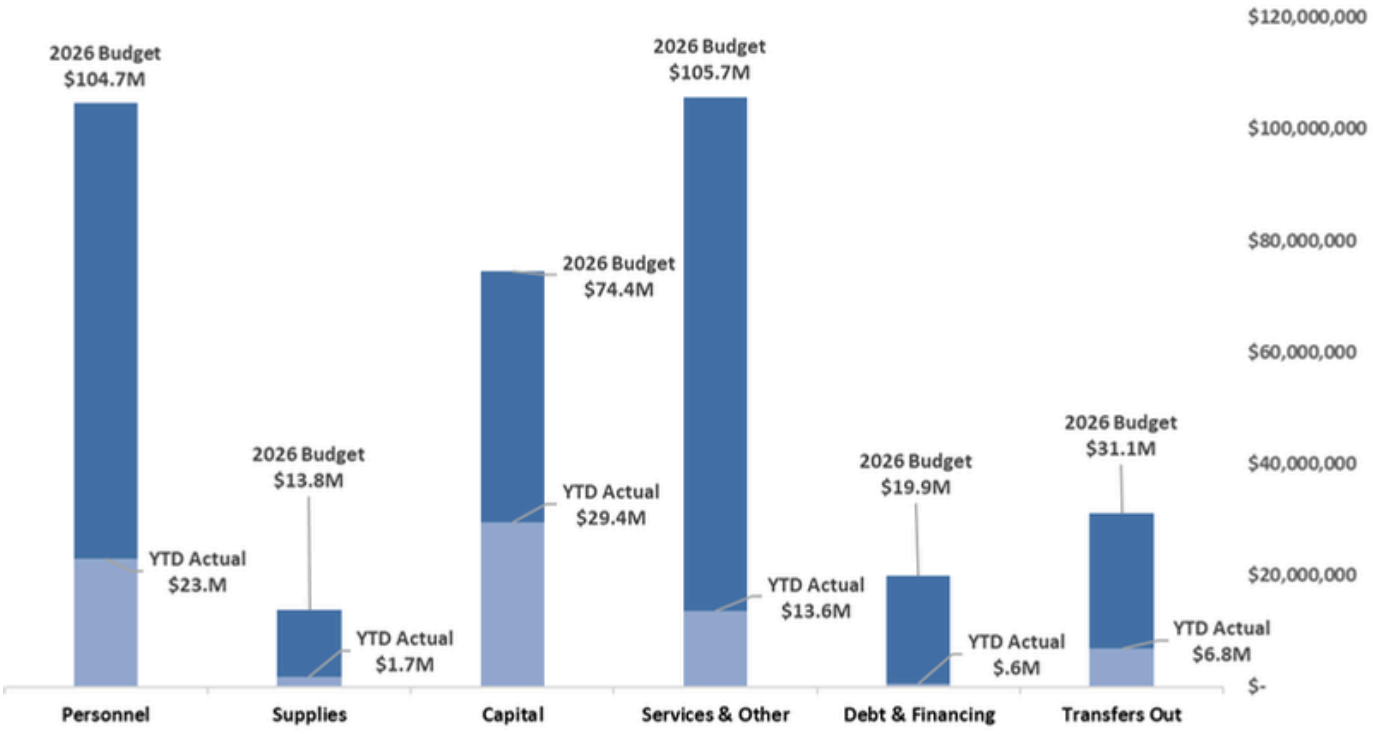
Preliminary Town Wide Expenditures by Category

Through April 2026

Key

Budget

Spent



Did You Know?

Castle Rock's golf course is voted Best of the Best Golf Course in 2025 and named Best Denver Region Course by Colorado golfers? Opened in 1999, Red Hawk Ridge features extreme elevation changes, abundant wildlife, rolling terrain and dramatic vistas. Designed by award-winning golf course architect Jim Engh, golfers of all experience and skill level are welcomed to enjoy one of the most exquisite courses along the Front Range.

Click the link to learn more about Red Hawk: https://www.redhawkridge.com/



New in Town
Finance Department

211
Total businesses licensed in May

32
Businesses licensed in Castle Rock

27
Businesses licensed in Colorado but outside of Castle Rock

152
Businesses licensed out-of state

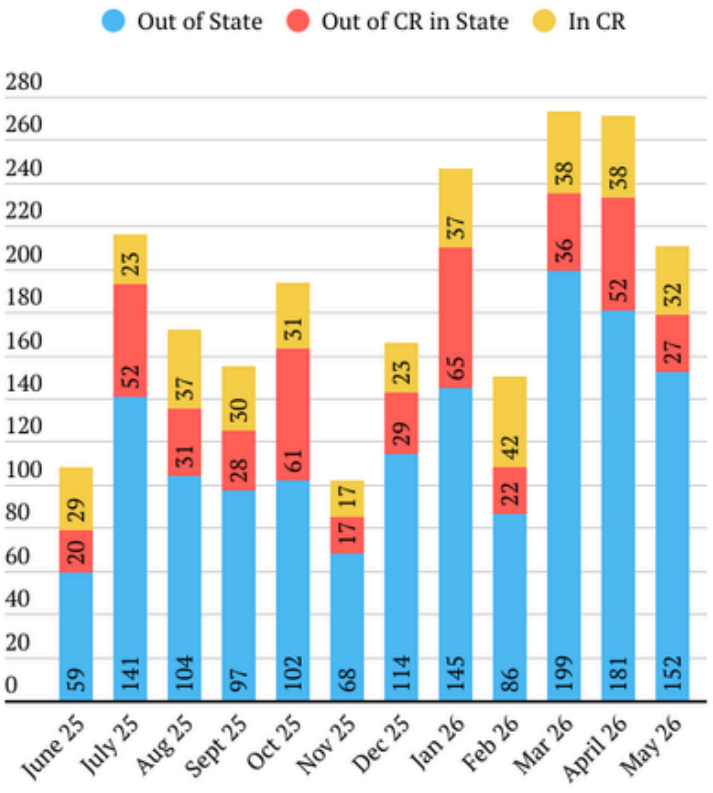
New in Castle Rock!



Castle Rock's outdoor enthusiasts have a new reason to gear up! Stio, a mountain lifestyle brand inspired by the landscapes of Jackson Hole, Wyoming, has arrived with premium apparel designed for both adventure and everyday comfort. To learn more, click here.

Location: 5050 Factory Shops Blvd Ste 150

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 May 2026 on Next Page.

Businesses Licensed in Castle Rock May 2026

10Roof LLC	Executive Recruiting Services
19 Lewis Street Rental	Short Term Rental
7-Eleven Store (New Owner)	Convenience Store / Fuel
994 Pleasant View	Short Term Rental
AKZ Legacy Holding LLC	Short Term Rental
Asbjorn Design	Clothing
Branded Heart Made LLC	Craft Items
Castle Rock Destino	Short Term Rental
CoNetworked LLC	SaaS Hosting and Software
Cozy Comforts	Long Term Rental
Dickeys Barbecue Pit	Dickeys BBQ
Digital Xistance LLC	IT Services and Cloud Licenses
Eurospring Autoworks	Automotive Maintenance and Repair
Fierce45	Pilates
House of Thyme	Wellness Center
JD Sports #1480	Athletic Footwear, Apparel and Accessories
Journeys #105	Shoes
Juniper & Co	Web and Software Development Consulting Services
KJB	Short Term Rental
Manos De Sur	Blankets, Throws, Pillows, and Fair-Trade Horn Jewelry
Oak and Ink Co	Online Stationery Store
Piper's Book Shop	Books
Precision Animal Dentistry & Oral Surgery	Veterinary Dentistry & Oral Surgery
Rachana Singh	Short Term Rental
Stars Public Benefit Cooperative	Baked Goods
Stio	Apparel and Outdoor Accessories
Summit Peak Contracting & Logistics	Residential Cleaning
TCH Services LLC	Long Term Rental
The Everday Altar LLC	Clothing and Baked Goods
The Fairway Company	Building Equipment
Wallop Co LLC	Toy Vehicle Parts and Components



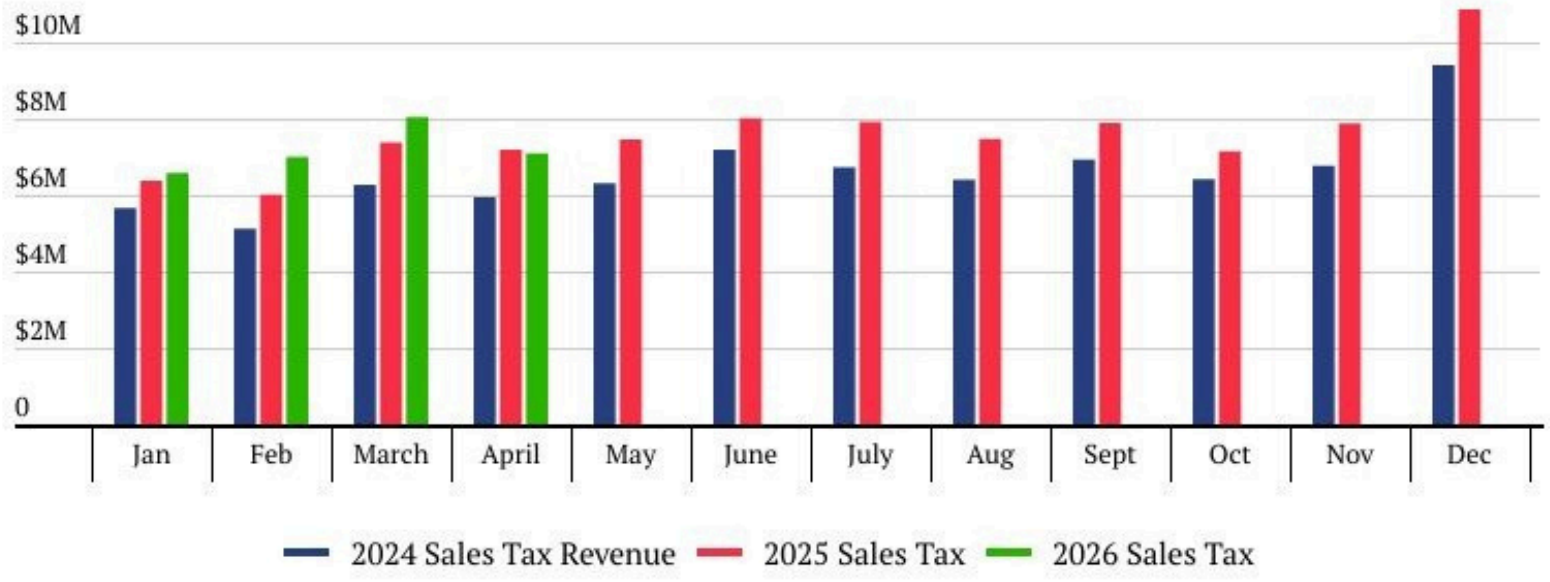
Revenue Updates
Finance Department

96,477
Collected from delinquent accounts in May for the month of March.

302,997
Year-to-date delinquent account collections.

218
Audits in process

$41,723
Audit revenue collected for the month of April.



April	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	$7,171,031	$634,978	$6,536,053	2025 YTD	$27,145,533	$2,363,858	$24,781,675
2026	$7,077,957	$420,399	$6,657,558	2026 YTD	$28,795,193	$2,840,447	$25,954,746
Dollar +/-	$(93,074)	$(214,579)	$121,505	Dollar +/-	$1,649,660	$476,589	$1,173,071
Percent Change	-1.3%	-33.8%	1.9%	Percent Change	6.1%	20.2%	4.7%

Sales tax collections for April down **1.3 percent, or down 93,074** compared to April 2025. Year-to-date (YTD) collections are up **$1,649,660 or 6.1 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.

JUNE

- Council Community Grant Program - Second Quarter
- Presentation of the 2025 Annual Comprehensive Financial Report

Your Voice. Your Town. Your Future.

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

Questions or Concerns?

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

2026 **JUNE**

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





Team Updates
Finance Department

2
New Hires for Month of May

1
Interviews Conducted in the Month of May

2
Current Job Openings

30
Total Candidates Hired to Date

May has been a busy and rewarding month for our team! As we moved through May, much of our focus remained on finalizing the Annual Comprehensive Financial Report (ACFR).

This has been a significant undertaking, and we are incredibly proud of the hard work, dedication, and collaboration that everyone has contributed throughout the process. Reaching the final stages of the ACFR is a major accomplishment and reflects the commitment and professionalism of our entire team.

We are excited to present the completed report to Town Council on June 16 and celebrate the successful completion of another important milestone for the organization.



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

Castle Rock Fire and Rescue Department

Commission on Fire Accreditation International

An Internationally Accredited Fire Rescue Agency Since 2012

May 2026 Monthly Report

Department News: End of the school year pictures with Sparky!







Vision - Rock Solid. Relentless Service.

Values - Unity, Passion, Accountability, Respect

Operations Division:

Deputy Chief Oren Bersagel-Briese

Deputy Chief Commentary:

May featured several incidents that tested our ability to apply the right operational strategy to complex and evolving situations. Crews responded to multiple high-acuity events, including suspected arson fires, a residential fire involving children playing with fire inside the home, an oil spill, a lithium-ion battery fire in an apartment complex, and an outbuilding fire in an unhydranted area. While these incidents varied considerably in their hazards and tactics, they all reinforced an important operational principle: appropriate aggressive action is not defined by offensive tactics alone. Rather, it is the ability of our members and officers to accurately assess conditions, identify the most effective strategy, and execute that plan with discipline and urgency. Throughout the month, our crews demonstrated that mindset repeatedly, balancing risk, protecting lives and property, and adapting to the unique challenges presented by each incident.

EMS: Carter Brown and Evan Mathias have begun their paramedic internships, with Brown completing his rides at CRFD and Mathias at North Metro. The BLS Attending Program continues to progress, with nine members now cleared and several others actively working through the process. The Handtevy project has completed review and is ready for department training, which will begin in June. Thank you to Dickson, Eaton, Petau, and Murphy for their work moving the project forward. We also continue to work with Dr. McDaniel on protocol and agency guideline reviews, improving responses to the AdventHealth Castle Rock medical office buildings, and developing stimulus kits to better support patients and family members with autism. Additional work this month included evaluating replacement options for traction splints and patient lifting equipment, improving EMS supply organization, developing EMS data tracking metrics, and working with area hospitals on mass casualty incident response planning. Finally, after more than two years of planning, we have been able to place LUCAS automatic compression devices on all of our suppression companies.

Special Operations: The Tech Rescue Academy concluded this month with all ten participating members successfully completing the program and receiving positive feedback from instructors. Members also attended Elevated Safety and Rigging for Rescue courses, while LT Robberson continued transitioning into the Technical Rescue Coordinator role. Hazmat efforts remained focused on maintaining response readiness through coordination with regional partners and Station 153, while evaluating future training opportunities tailored to CRFD's response profile. The Wildland program continued coordination with metro-area Emergency Managers regarding WICC response and successfully tested the metro-area Strike Team/Task Force response model. The recently developed big-rig response plan was placed into service, providing access to regional heavy rescue resources when needed.

We are currently working on the following projects:

- Station 156 design and build
- SOG/Admin Directive updates
- Specialty station staffing plan
- Updating our bunker gear spec
- Engine/tower specifications
- Position expectation program

We also:

- Participated in an Apparatus team meeting
- Conducted a shift bid
- Conducted a ride-along with B-Shift
- Participated in the Command Staff meeting
- Attended Hospital Area Command Staff meeting
- Participated in the department's two-day Strategic Planning session

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 May, we responded to 656 calls for service. For the year, we have now responded to 3,066 calls, which is 134 more than at the same point in 2025. We averaged 21 calls per day for the month.

Of the 656 calls this month, 15 were fire-related, 35 were considered hazardous in nature, 112 were public service (including alarms and citizen assists), 389 were EMS calls (including motor vehicle crashes), and the remaining were miscellaneous. In May, we transported 284 patients to area hospitals, with 217 transported to Castle Rock, 61 to Sky Ridge, and 6 to other facilities.

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

Busiest Fire Station	Busiest Engine/Quint	Busiest Medic Unit
Sta154 with 450 responses	E154 with 256 calls	M154 with 194 calls

Significant Incidents:

In May, CRFD responded to nine cardiac arrests, two commercial fires at The Hideaway Bar and Grill, a hazmat oil spill in the Founders neighborhood, a multi-family structure fire at the Pines apartments, a multi-family structure and a residential structure fire in the Meadows neighborhood, and an outbuilding fire off of Douglas Lane.



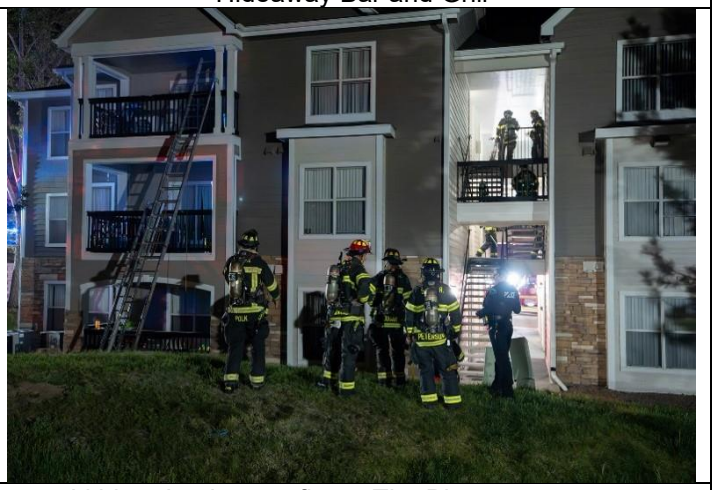
Hideaway Bar and Gril



Hideaway Bar and Grill



House fire in Meadows neighborhood



Lithium-Ion battery fire at The Pines apartments

Administration Division:

Fire Chief Norris Croom

Key Admin Issues:

In one of the biggest items to occur in the department in quite some time, the leadership of Local 4116 and the Town Manager have agreed on language for a resolution to be presented to Council for adoption recognizing Local 4116 as the employee organization for the Town. The resolution is scheduled to be presented to Town Council on July 21, which is the day after Local 4116's 25th Anniversary. While this not a collective bargaining agreement, it goes far beyond the requirements of meet and confer, and offers an excellent path forward. Congratulations on this significant achievement!

We responded to two fires on back-to-back nights at The Hideaway on Jerry Street. Crews performed extremely well to keep the fires in check and not spread to adjacent structures. While the first fire was relatively minor with minimal impact to the business, unfortunately, the second fire made the building uninhabitable. Both were suspicious, and due to the efforts of the Fire and Life Safety Division, Castle Rock Police, and Douglas County Sheriff's Office, a suspect was taken into custody. The case remains open and active.

The contractors have been moving a lot of dirt at the 156/Logistics site and are getting ready to start work on the retaining wall. As a reminder, if you stop by the site, you must wear appropriate PPE, and please check in with the superintendent at the construction trailer. Per the construction schedule, we remain on target with a completion date of September 2027.

We met with the budget team in May to review our 2027 requests totaling approx. $3.3 million (not including capital). Since then, we have answered questions based on our submittals, and have worked on additional budget items in the Capital budget as well as the General Long-Term Planning (GLTP) budget. The Town's budget open house is scheduled for June 9, so we should know relatively soon what was approved for next year.

We celebrated Steve Milburn's retirement in May with a low-key event (at his request). Steve spent just over eleven years with us, and over twenty total in the fire service. We wish him well in his next endeavor!

Fire Chief Commentary:

The Town experienced a significant traffic event on May 15 due to a four-hour closure of Interstate 25 at Mile Marker 187. Traffic continued to flow into town for this entire period with only single lane options to leave town via Highways 85 and 86, Crowfoot Valley Road, Castle Oaks Drive, and Wolfensberger Road to Highway 105. This resulted in massive traffic backups, extended response and transport times, and overall gridlock throughout the entire town. As a result of this event, CRFD, CRPD, Public Works, and the Town Manager attended an After Action Review (AAR) with CSP, CDOT, and other partners to determine how to better manage closures of the interstate. We will continue to work with all involved to prevent, if possible, or at least minimize the impact to the Town going forward.

We remained in Stage 1 Fire Restrictions along with Douglas County. There may be some relief in sight as the monsoon season approaches, and we will continue to closely monitor conditions.

A representative group from the department participated in a two-day strategic planning process. Working from five strategic goals developed by the leadership team in March, the group expanded upon each goal by developing specific objectives. Teams were established to continue working on these goals with a target date of July when we will get back together and review all items to begin finalizing the plan.

We've continued to assess Town property for wildfire mitigation efforts, and are currently looking at areas in Piñon Soleil, an area between Castlemaine Court and Donnington Circle in Crystal Valley, and open space along the Sellars Gulch Trail behind Castle Creek Court.

Work continues on completing the needed agreements and contracts for a firework show on the 4th of July at Miller's Landing. We're hoping for good weather and not so dry conditions.

Training Division:

Division Chief Jeff Hood

Division Commentary and Happenings: Members completed 3,258 hours of training in May. Priorities focused on maintaining high training output while advancing major work in our training tower improvement and maintenance, acting engineer development, and promotional process planning.

Training Tower Maintenance and Upgrade Planning: The Training Division continued coordination with Town of Castle Rock Facilities, WHP, and a corrosion removal/painting vendor to evaluate maintenance and upgrade options for the training tower. 2026 planning includes significantly improving our rappel setup and updating live-burn capabilities by installing modernized thermocouple/temperature-monitoring capability for burn tracking and burn room liner replacement (Padgenite). We are also working to improve our Connex box support system and are considering exterior paint and concrete repairs.

Hospital Area Command: The Training Division hosted retired Clark County Fire Department Chief Greg Cassell with leadership from CRFD, three partner fire departments, and hospital administrators to introduce Hospital Area Command (HAC) and build momentum for local adoption. HAC is an area command model developed in Southern Nevada to improve coordination and hospital patient distribution and management during high-volume patient surge incidents.

Acting Engineers and CMCB Testing: The Training Division completed CMCB written and practical evaluations for the acting engineer candidates currently progressing through task books. This work keeps the engineer promotional pipeline moving, as all of our acting engineers will soon have all necessary CMCB certifications to promote to Engineer.

Engineer Promotional Process Development: The Training Division and lead engineer team continued coordination with CPS to build CRFD's first CPS-hosted Engineer promotional process. Planning included multiple working sessions and the incorporation of outside evaluators from four Denver-metro departments to strengthen validation, consistency, and process credibility ahead of the June delivery.

Shift Training Officers: STOs again delivered hundreds of hours of shift training and supported several key initiatives, including reassessment and improvement of open area search tactics, which were completed at Sunset Stone, and continued support, mentoring, and training for members with acting engineer and acting lieutenant task books.

Other Division Happenings:

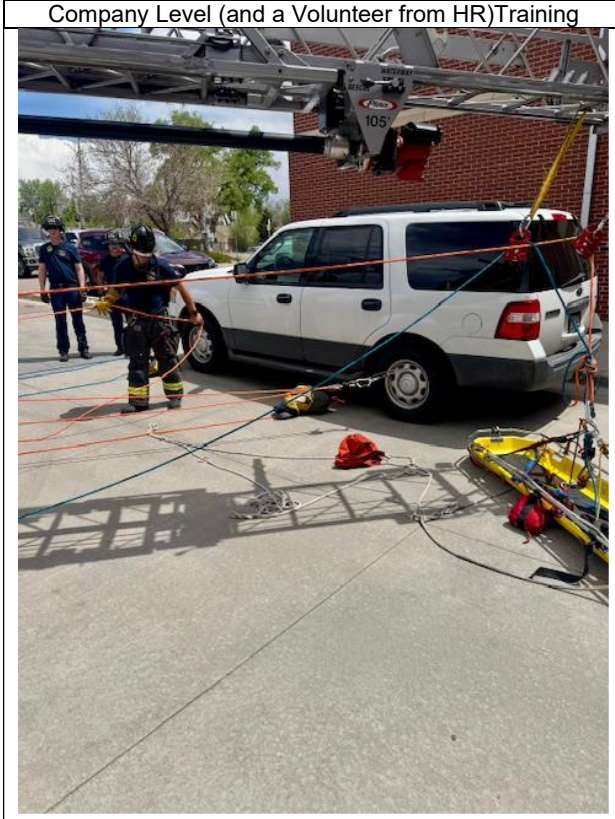
- Continued development of Safety and Training Bulletins addressing master stream device usage and MSA air pack regulator issues.
- Training Division members supported Larkspur/State Fire Officer instruction, delivering training on officer leadership and tactics.
- Coordinated with Logistics to host a successful auto extrication tool demo day.
- The training division continued our hiring process in preparation for the new firefighter Academy that starts at the end of July.



Company Level (and a Volunteer from HR)Training



CMCB Engineer Practical Testing



Dynamic crane and aerial high point training



Hospital Area Command Presentation

Logistics Division:

Division Chief Jeff Wenzel

Division Commentary and happenings:
The Logistics Division remained actively engaged throughout the month of May, continuing to support operational readiness, fleet reliability, and department-wide initiatives. The division maintained momentum on several key projects while also addressing fleet needs, equipment distribution, and new program implementation to enhance overall service delivery.

A significant communications milestone was achieved as all BK radios were successfully updated department wide. During this process, several units were identified as needing repair and were subsequently removed from service and replaced with spare radios to ensure uninterrupted operational capability. This proactive approach ensures continued reliability and effectiveness in emergency communications.

The division also began distribution of the department's new badges.

Fleet operations saw several notable updates during the month. Quint 155 returned to frontline service after an extended period out of service, restoring a key operational resource to the department. Conversely, Medic 155 was taken out of service following involvement in a crash and is currently undergoing evaluation and necessary repairs.

In early May, the division coordinated and hosted an extrication equipment demonstration with vendors from Hurst and Holmatro. This hands-on demo provided valuable insight and comparison for personnel and leadership as the department prepares for a planned purchase of new extrication equipment sets in early 2027. The event supported informed decision-making and ensured end-user input in the evaluation process.

Apparatus development and fleet expansion efforts also progressed. Engine 156 has officially arrived in Castle Rock and is currently awaiting the delivery and installation of remaining loose equipment before being placed into service. Additionally, the new Battalion Chief (BC) vehicle has been fully stickered and is pending installation of radios and emergency lighting. This unit is anticipated to be completed and placed into service in late June.

Upfit projects continue to move forward for several command and support units, including vehicles assigned to the Assistant Chief of EMS/Special Operations, Assistant Chief of Training, Senior EVT, and FPO. These efforts remain on track and will further enhance operational effectiveness across multiple divisions.

A key addition to the fleet this month was the completion and placement into service of the new Logistics Technician truck. With this transition, the previous red logistics truck has been prepared for auction, where it will move on to its next service life. Additionally, Medic 111 has also been designated for auction as part of ongoing fleet lifecycle management.

The division also implemented the new EVT on-call schedule in May, providing dedicated 24/7 coverage to support fleet maintenance and emergency repairs. This program enhances response capability and ensures consistent support for frontline apparatus at all times.

New BC Rig



Engine 156



Extrication tool demo



Extrication tool demo



Continuous Quality Improvement:

Accreditation Manager Katt Walsh

CPSE Accreditation Update:

The Center for Public Safety Excellence (CPSE) continues advancing the accreditation process through the implementation of the 11th Edition Fire and Emergency Services Self-Assessment Model (FESSAM), which was approved by the CPSE Board of Directors and will become the new accreditation framework beginning in 2027. Key updates include expanded focus areas on firefighter mental health and wellness, labor-management relations, EMS transport services, public information officer responsibilities, ethical AI use, language accessibility, and enhanced performance measurement standards. Training materials and transition resources continue to be released throughout 2025 and 2026 to assist agencies preparing for future accreditation cycles.

CPSE has also emphasized continuous quality improvement through new educational workshops, accreditation resources, and data-driven performance initiatives. Recent organizational updates include appointments to the Commission on Fire Accreditation International (CFAI) and continued recognition of accredited agencies demonstrating innovation and community risk reduction best practices. CPSE's ongoing efforts reinforce its commitment to supporting fire and emergency service agencies in achieving excellence through accreditation, credentialing, and organizational improvement.

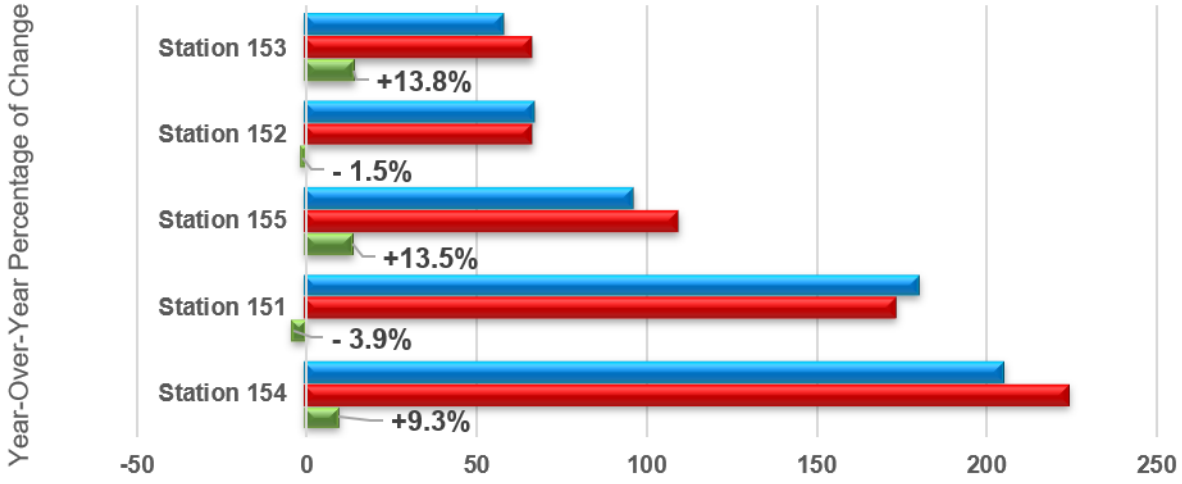
Calls for Service and Planning Zone Demand:

Station 154 continues to account for the largest share of service demand, followed by Stations 151 and 155. Station 153 and 155 showed the largest year-over-year percentage increase in calls for service.

An analysis of calls for service by planning zone for the first five months of the last three years (2024-2026), indicates continued growth in service demand throughout the community. Overall, there has been an 11.7% increase over the three-year period within the timeframe selected. Several planning zones continue to generate a disproportionate share of the calls for service volume, with the highest-demand zones concentrated within established residential and mixed-use growth areas. While the top 10 planning zones account for a significant portion of overall response activity, this data analysis also identified several emerging zones experiencing accelerated year-over-year growth. While these areas are not amongst the highest volume for calls for service, they warrant an increase in monitoring for shifting service demand and future deployment needs. Overall, the data suggests that community growth and development patterns continue to drive increased emergency response activity, reinforcing the importance of systematic, continuing evaluation of station workloads, resource allocation, response coverage, and long-range system planning to ensure service levels keep pace with community demand.

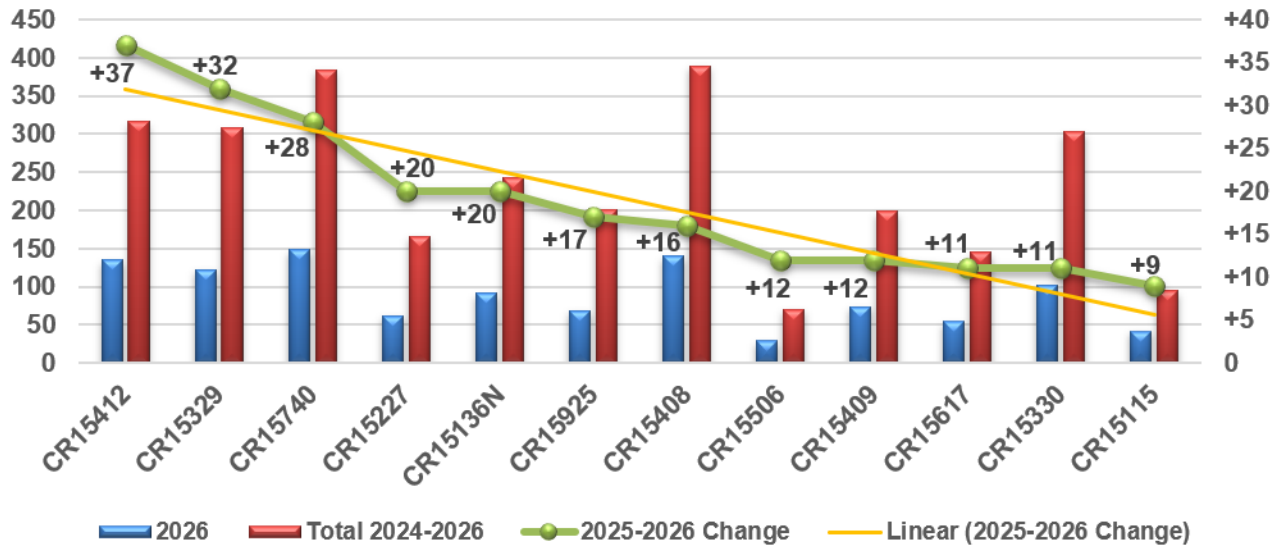
Our analysis transforms daily operational data into meaningful information that supports continuous improvement, strengthens public trust, and ensures the department remains prepared to meet current and future service demands. Every report completed by field personnel contributes directly to the department's ability to make informed decisions, improve outcomes, and maintain excellence in service delivery.

CRFD Calls for Service May 2025 vs May 2026



	Station 154	Station 151	Station 155	Station 152	Station 153
May 2025	205	180	96	67	58
May 2026	224	173	109	66	66
YoY % Change	9.3	-3.9	13.5	-1.5	13.8

Calls for Service Planning Zone Demands (January-May 2024-2026)



TOWN OF CASTLE ROCK
PARKS & RECREATION

Castle Rock
PARKS & RECREATION
May 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.

JUNE 13
Climb4Change
6:30 a.m. to 1:30 p.m.
Challenge Hill
at Philip S. Miller Park

JUNE 14
Flag Day
11 a.m. to 1 p.m.
Festival Park

JUNE 18
Tunes for Trails free concert feat. The Rick Lewis Project
5:30 to 9 p.m.
Amphitheater at Philip S. Miller Park

JUNE 26
Summer Concert Series feat. The Marshall Tucker Band
6 to 10 p.m.
Amphitheater at Philip S. Miller Park

JULY 3
First Fridays feat. That Arena Rock Show
5:30 to 9 p.m.
Festival Park

JULY 7
Animals Around the Rock feat. Raptors Over the Rock
6 to 7:30 p.m.
Amphitheater at Philip S. Miller Park

JULY 11
Pedal the Moon
6:30 to 10 p.m.
East Plum Creek Trail

JULY 18
Summer Concert Series feat. Jackson Dean
6 to 10 p.m.
Amphitheater at Philip S. Miller Park

UPCOMING
Events

Recurring Summer Events

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







CAPITAL PROJECT UPDATES
Parks, Open Space & Trails

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

Construction and site preparation continue at 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.

May brought continued progress toward the property's anticipated mid-July opening, with advancements in trail construction, trailhead development, roadway improvements and visitor amenities. Timberline Trailcraft continues natural-surface trail construction across the property. Corridor clearing and trail clearing are now complete, while major trail segments, including the Willow Creek ADA path, Turkey Track Loop, Gobbler's Pass and connecting trails, have been constructed. Approximately seven miles of trail have been completed to date, including 175 stone steps, 331 square feet of rock armoring and 118 square feet of rock wall. Staff continue working with the contractor to refine trail connections between parking areas and trailheads to support a positive visitor experience.

Trailhead construction also advanced. The Creekside trailhead retaining wall is complete, and installation of fencing and access-control chicanes is planned to begin as materials become available. ADA improvements, parking lot construction and site furnishings continue to move forward, with bike racks delivered and bear-resistant trash receptacles and split-log benches expected in late June.

Traffic calming measures along Lost Canyon Ranch Road are also scheduled for installation in June. Work began on construction of the new entryway, including demolition of the existing gate structure, roadway improvements and excavation activities. Staff continue coordinating with CORE Electric and DoIT to establish permanent power, communications and security systems for the site.

Significant progress has also been made on wayfinding and visitor information. Temporary signage has been finalized and ordered to support the July opening, while permanent wayfinding signs, kiosks and trailhead graphics continue through design and fabrication. Staff will conduct trail walks through early July to evaluate navigation, verify sign placement and identify opportunities to enhance the visitor experience before opening day.





CAPITAL PROJECT UPDATES
Parks, Open Space & Trails





Environmental stewardship remains a key priority throughout project implementation. Staff continue coordinating with Castlewood Canyon State Park on the trail connection between the two properties, including planning for installation of protective fencing near an active Golden Eagle nesting area. Coordination also continues with Douglas Land Conservancy on a proposed trail alignment for the Echoes of Ancestors trail adjustment designed to improve visitor experience while minimizing impacts near roadways and future development areas.

These efforts reflect the Town's continued commitment to preserving natural and cultural resources while thoughtfully expanding public access. Lost Canyon Ranch remains on track for its anticipated mid-July opening, when residents and visitors will gain their first opportunity to experience this remarkable landscape.

Castle Rock Sports Center continues to take shape

Construction continued this month on the Town's much-anticipated new 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 May, with significant advancement in the aquatics, competition and building systems areas. Early in the month, crews completed installation of the Myrtha walls for the program pool, a major milestone in the development of the facility's aquatic amenities. Concrete placement also continued throughout the building, including work on the south track area and slab-on-grade placement within Competition Area C, further advancing interior construction.

Building enclosure efforts moved forward with the commencement of skylight installation, which will bring natural light into key interior spaces. Mechanical, electrical and plumbing infrastructure also continued to take shape, with overhead rough-in work beginning in the group fitness areas and ongoing installation of utilities throughout the facility. In the locker room areas, construction of concrete masonry unit walls and mechanical, electrical and plumbing systems remained active, while the building's main electrical switchgear was set in place.

Additional site and infrastructure work continued outside the building footprint. Crews prepared for placement of the competition pool concrete slab, while underground sewer, stormwater and water line installation progressed along the east side of the site. The project also moved closer to permanent power service, with electrical inspections completed and utility coordination underway to transition the facility from temporary construction power to permanent building power.

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

MAY OPERATIONS
Updates in Parks and Recreation

Upcoming Events

Staff prepare for busy summer concert season

Parks and Recreation staff are preparing for another busy season of outdoor concerts and community events, with three distinct concert series bringing live entertainment to residents and visitors throughout the summer. These events require extensive coordination across multiple Town departments and external partners to ensure a safe, enjoyable and well-organized experience for attendees.

Preparation efforts include development of site and traffic management plans, emergency response coordination, vendor and performer logistics, wayfinding and signage installation, permitting, equipment staging and event operations planning. Staff also work closely with other Town departments to prepare venues, support guest services and ensure facilities are ready to accommodate visitors throughout the season.

FIRST FRIDAYS

The First Friday series returned to Downtown Castle Rock June 5, drawing a large crowd to Festival Park for a performance by Mallrats. The free community event combines live music, family activities, food vendors, cocktails and a free 5K fun run, creating a vibrant atmosphere in the heart of Downtown. Upcoming performances include:

- July 3: That Arena Rock Show, a high-energy tribute to classic rock featuring hits from iconic artists of the 1970s and 1980s.
- Aug. 7: 6 Million Dollar Band, a Colorado-based group known for recreating the sounds of 1980s new wave, pop and dance music.

SUMMER CONCERT SERIES

The Amphitheater at Philip S. Miller Park is celebrating the 10th anniversary of the Summer Concert Series, one of the Town's signature events and a major regional entertainment attraction. Over the past decade, the series has hosted nationally recognized artists and continues to attract audiences from across the Front Range. The 2026 lineup includes:

- June 26: The Marshall Tucker Band with special guest Ben Chapman. The Marshall Tucker Band is known for its blend of Southern rock, country and blues influences.
- July 18: Jackson Dean with special guest Tigerlily Gold. Dean's music combines modern country with traditional influences and a distinctive, powerful vocal style.
- Aug. 1: Fitz and the Tantrums with special guest Sun Room. This special Colorado Day performance features the band's energetic mix of indie pop, soul and alternative rock.



- Aug. 15: Cheap Trick with special guest The Pat Travers Band. Cheap Trick is known for its classic rock sound and decades of chart-topping hits.
- Aug. 29: Still the Same: A Bob Seger Tribute with special guest the Denver Pops Orchestra. The performance celebrates the timeless rock catalog of Bob Seger through a full orchestral collaboration.

TUNES FOR TRAILS / PERKS FOR PARKS

Hosted by the Castle Rock Parks and Trails Foundation, the Tunes for Trails / Perks for Parks concert series provides free live music while raising awareness and support for local parks, trails and recreation amenities. Admission is free, and donations to the Foundation are encouraged. Attendees are invited to bring a picnic or purchase food and beverages on site while enjoying an evening of music at Philip S. Miller Park. The 2026 lineup includes:

- June 18: The Rock Lewis Project, performing a mix of classic rock, blues and popular favorites.
- July 16: That Eighties Band, delivering high-energy performances featuring iconic hits from the 1980s.
- Aug. 20: Santa Rios, a tribute band celebrating the music of Santana through Latin rock and blues-inspired performances.
- Sept. 17: Ninety Percent 90s, featuring popular alternative, rock and pop hits from the 1990s.

Together, these concert series provide a wide variety of entertainment experiences for residents while supporting community gathering, economic activity and activation of public spaces. The Town remains committed to offering diverse, family-friendly events that help make Castle Rock a vibrant place to live, work and play.

MAY OPERATIONS
Updates in Parks and Recreation

Education program spotlight

Adventure Club Preschool celebrates another successful school year

At the end of May, the Town's Adventure Club Preschool held its year-end graduation celebration at the Amphitheater at Philip S. Miller Park. Families gathered to celebrate students completing their preschool and pre-kindergarten programs, marking the culmination of another successful school year and recognizing the growth, confidence and academic readiness of Castle Rock's youngest learners.



Adventure Club Preschool is a state-licensed, school-year program operated at the Castle Rock Recreation Center. Designed for children ages 2½ to 5, the program provides a secure, enriching and nurturing environment that supports early learning and social development. Adventure Club is also a proud Colorado Universal Preschool (UPK) provider, offering state-funded, part-day preschool for four-year-olds during the year before they enter kindergarten.



This school year, the program served 154 students, with dozens more families placed on waitlists due to continued strong demand. Adventure Club encompasses several age-appropriate learning tracks, including Junior Preschool, Preschool, Pre-K and Five-Day Half-Day Pre-K, each designed to support children's academic, social and emotional development through engaging, developmentally appropriate experiences.

The program earned a Level 4 rating through Colorado Shines, the state's quality rating and improvement system for early learning programs. This designation recognizes Adventure Club's commitment to providing a high-quality environment that promotes children's health, safety, learning and school readiness. The achievement reflects the dedication of staff and their ongoing focus on delivering exceptional early childhood education opportunities for Castle Rock families.



Adventure Club Preschool continues to play an important role in supporting early learning and kindergarten readiness within the community, helping prepare young learners for future academic success.

MAY OPERATIONS
Updates in Parks and Recreation

Program updates

Fitness programs see steady year-over-year growth

Participation in the department's fitness and wellness offerings continues to increase, reflecting strong community demand for both group and individualized fitness experiences.

Group fitness attendance reached nearly 24,000 check ins from January through May 2026, compared to 17,609 visits during the same period in 2025, representing a 35% increase year over year. Average monthly attendance increased from 2,516 participants in 2025 to 3,396 participants in 2026. While improved attendance tracking procedures implemented in 2025 have contributed to more accurate reporting, the data also reflects growing participation across the department's fitness offerings.

Personal training services have likewise experienced significant growth. Through May, trainers delivered 594 sessions, compared to 451 sessions during the same period in 2025, representing a 32% increase and setting a new record for the program. The continued growth highlights strong demand for personalized fitness services and demonstrates the value residents place on individualized health and wellness support.

The continued growth in participation is also helping inform long-term planning efforts for the future Castle Rock Sports Center, scheduled to open in summer 2027. Staff have begun evaluating fitness equipment needs, program expansion opportunities and service enhancements to ensure the new facility is equipped to meet increasing community demand for health and wellness programming.

Birthday party program continues strong attendance

The department's birthday party program continued to serve families across multiple facilities throughout May, offering a variety of celebration options at the Miller Activity Complex, Recreation Center, Cantril School and Burgess Pool. While the total number of parties hosted in May was slightly lower than the same period in 2025, overall attendance continued to grow.

A total of 964 children attended birthday parties in May 2026, compared to 821 children in May 2025, reflecting strong demand and larger average party sizes. The average number of children per party increased from 12.1 in 2025 to 13.8 in 2026, continuing a year-to-date trend of larger gatherings and strong participation. The Miller Activity Complex remained the most heavily utilized party location, with demand continuing to outpace other facilities.



These results demonstrate the ongoing popularity of the department's birthday party offerings and their ability to provide memorable recreation experiences for Castle Rock families while maximizing use of Town facilities.

Therapeutic Recreation programs support wellness and community connection

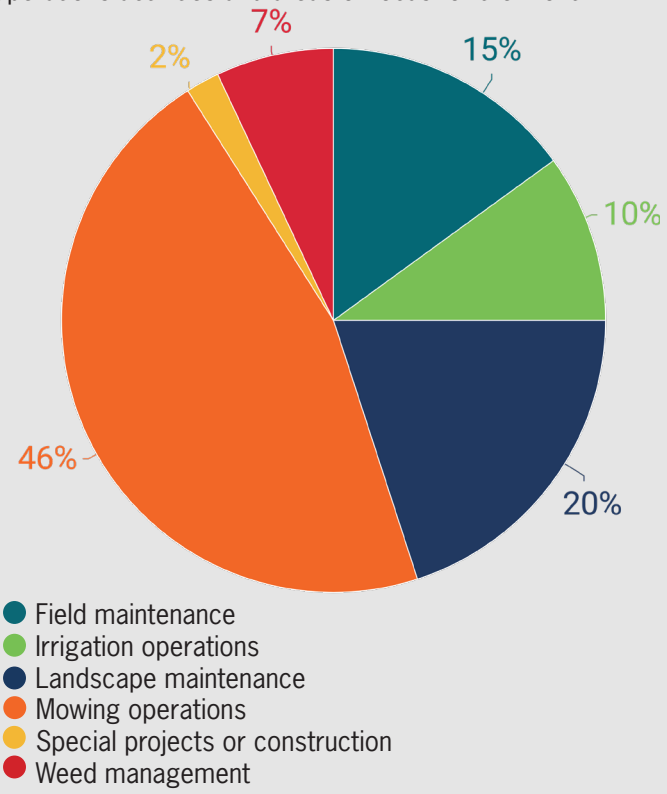
In May, the Therapeutic Recreation program continued to provide a broad range of inclusive opportunities for participants. Aquatics-based offerings remained strong, including Therapeutic Recreation swim lessons, which served 10 participants with two additional individuals on the waitlist, along with Water Aerobics and Special Olympics Swim. Additional programs such as In the Kitchen, Craft & Create, Move & Groove Zumba and a mini golf and dinner community outing supported social connection, independent living skills, creativity and physical activity. Collectively, May programming served participants across multiple interest areas, demonstrating the continued value of offering varied, accessible recreation experiences that promote confidence, belonging and community engagement.

The Town's Therapeutic Recreation program is designed to enhance quality of life for individuals with disabilities by offering recreation opportunities that support skill development, self-esteem, socialization, independence and overall wellness. Program offerings include athletics and movement, aquatics, community outings, cultural arts, outdoor recreation and social activities for a variety of ages and ability levels.

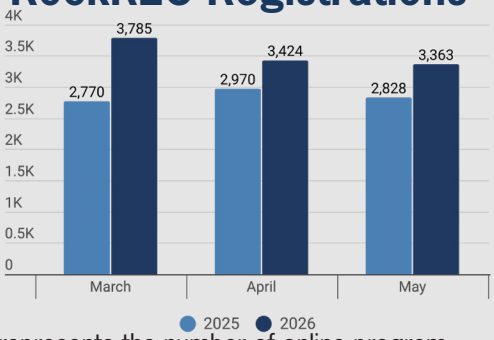
MAY OPERATIONS
By the Numbers

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 2025 and 2026.

POST Partners Volunteer Program

161 volunteers

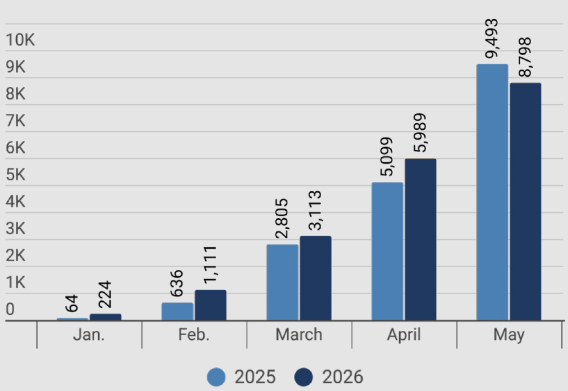
391 volunteer hours

14 events

11 trash bags collected

Red Hawk Ridge Golf Course

Year-to-date golf rounds are 6.3% higher than the same period last year.



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 surge in warmer months.

5 trolley rentals



124 pavilion rentals



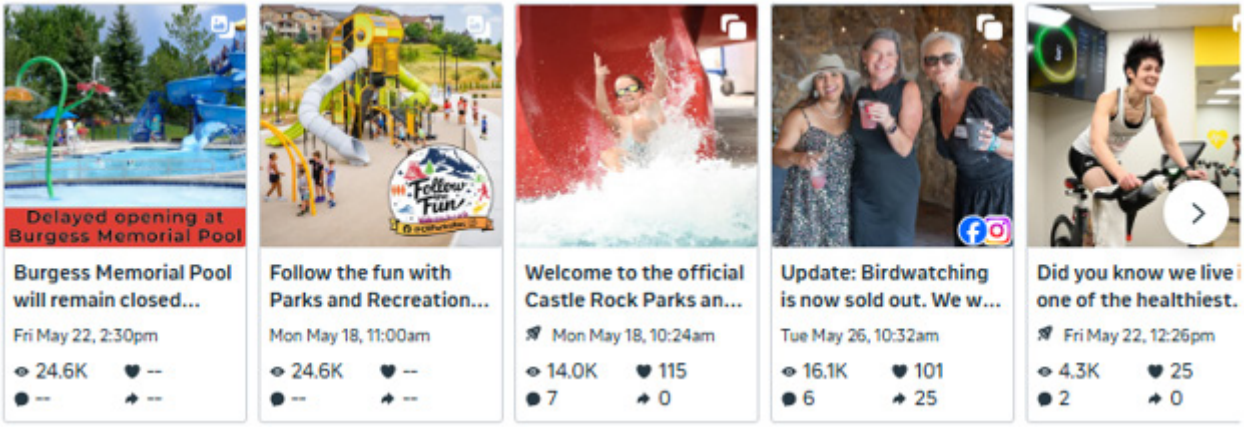
SOCIAL MEDIA
Summary

Social Media Overview

Parks and Recreation launches dedicated Facebook page

The Parks and Recreation Department continues to use social media as a key tool for public outreach, community engagement and program and event promotion. In May, the department expanded its digital communication efforts by launching a dedicated Facebook page, @CRParksRec, creating a new channel focused specifically on Parks and Recreation news, events, programs, facilities, parks, trails and open space updates.

The page launched May 18 alongside the Follow the Fun campaign, which encouraged residents to follow the new channel through sidewalk stickers in parks, water bottle stickers, digital promotion and print materials. The campaign exceeded early expectations, with the page reaching 949 total followers by May 31. During its first partial month, the new Facebook page generated 84,880 views, reached 39,271 accounts, produced 645 content interactions, drove 699 link clicks and received 4,074 visits. Staff published 20 photo posts, 5 reels and 11 stories during the month, helping quickly establish the page as a strong new outreach tool. Top content based on views is shown here:



The department's dedicated Instagram channel also continued to perform well in May. The account generated 145,672 views, 32,111 in reach, 3,422 content interactions, 1,261 link clicks and 1,598 visits. The account gained 312 followers, bringing the total to 6,231, up from 4,627 in May 2025. While reach and interactions were lower than the prior year, views and link clicks increased, indicating that content continues to support visibility and direct users to additional program, event and facility information. In May, staff published 32 photo posts, 12 reels and 50 stories, with story content increasing compared to April.

Each platform plays a distinct role in the department's overall communication strategy. The new Parks and Recreation Facebook page provides a dedicated space for more detailed updates, event information and timely reminders, while Instagram continues to serve as a visually driven platform for storytelling, short-form video and community engagement. The department also continues to coordinate with the Town's Communications Division on content for the Town's official Facebook and Instagram channels, while using other platforms, such as X and Nextdoor, to supplement messaging when appropriate. Together, these channels support the department's goals of informing the public, promoting programs and events, showcasing community achievements and encouraging participation in Parks and Recreation opportunities.

Monthly report:
May 2026
▶ SPOTLIGHT ◀





A message from Chief of Police Jack Cauley



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

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

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

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

2026 Awards Ceremony Recognizes Excellence in Service

The 2026 Awards Ceremony honored more than 40 recipients across a variety of award categories, recognizing accomplishments that exemplify the Department's commitment to public safety, service and excellence. Awards acknowledged acts of courage, lifesaving efforts, investigative achievements, leadership, teamwork and community engagement. Several civilian staff members and community partners were also recognized for their valuable contributions to the Department's mission and the safety of the Castle Rock community.

The event provided an opportunity to celebrate the outstanding work performed daily by Department personnel while reinforcing the values that guide the organization. Social media coverage highlighted individual award recipients, shared stories of exceptional service and offered the community a closer look at the dedication and professionalism demonstrated by members of the Castle Rock Police Department.

In addition to recognizing award recipients, the ceremony celebrated several promotions within the organization, including the appointment of the Department's first Deputy Chief. These advancements reflect the Department's continued investment in leadership development and organizational growth.

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

110 sworn officers | **32** support staff

Crime: Person*

Crime	April 2026	2026 Total YTD	2025 Total YTD
Sex offenses	7	16	5
Aggravated assault	4	8	6
Simple assault	11	48	56

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

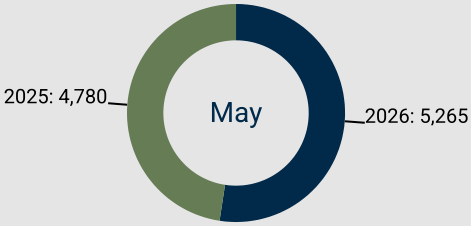
Crime: Property*

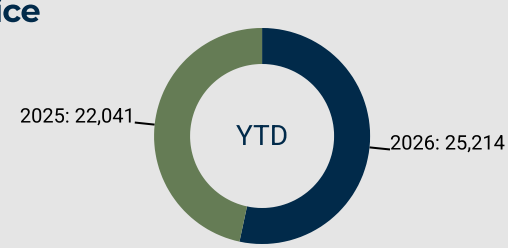
Crime	April 2026	2026 Total YTD	2025 Total YTD
Burglary	2	7	12
Robbery	1	2	0
Motor vehicle theft	3	13	15
Theft from motor vehicle	4	23	22

Crime: Total offenses

Crime	April 2026	2026 Total YTD	2025 Total YTD
Persons crimes	29	95	80
Property crimes	111	429	315
Society crimes	17	68	57
Total	157	592	380

Total calls for service





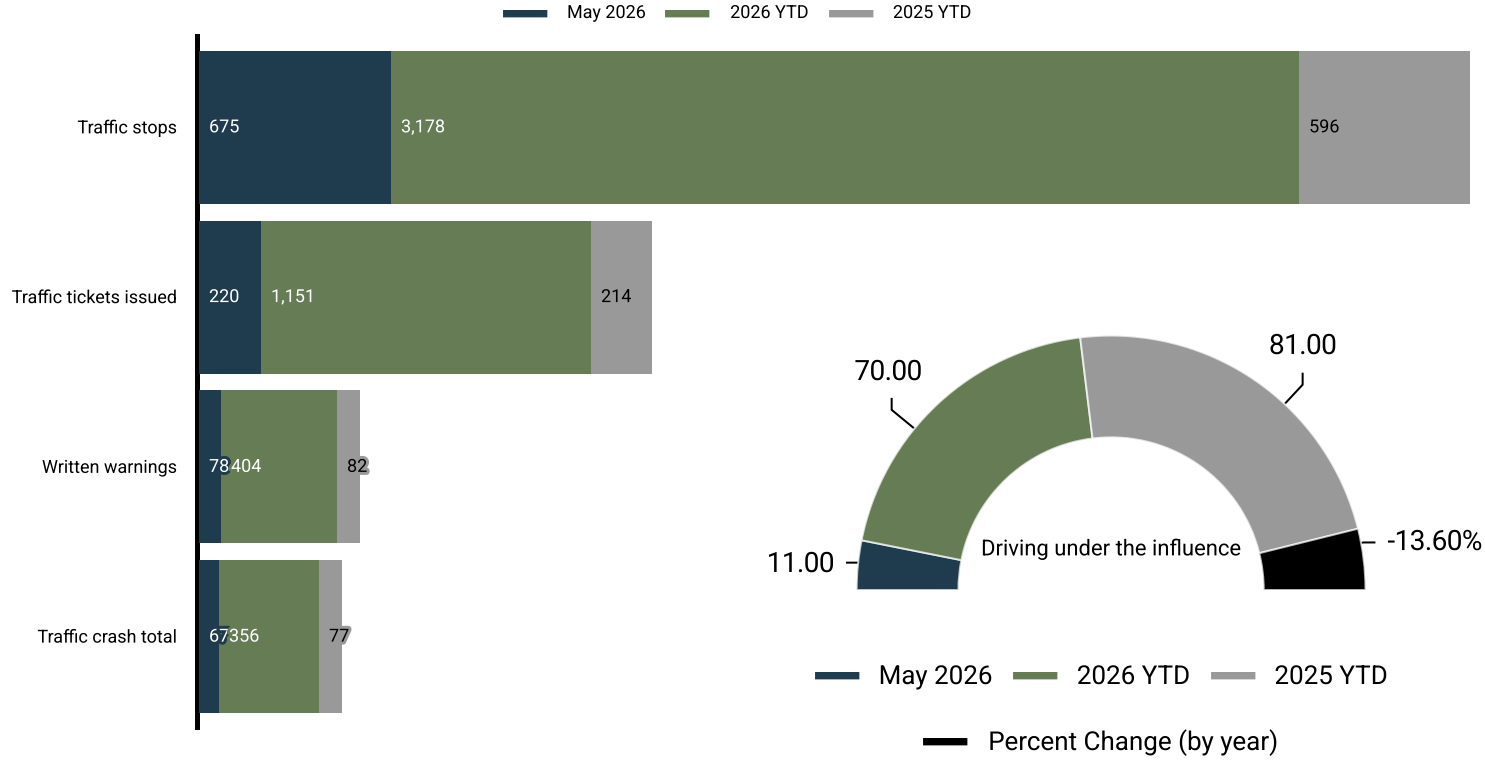
Priority 1 calls

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

90 Total Priority 1 calls for the month

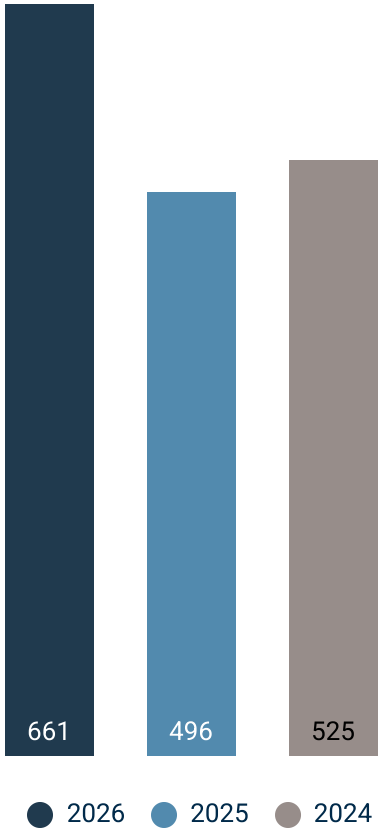
6:57 Average time dispatch to arrival

Traffic safety

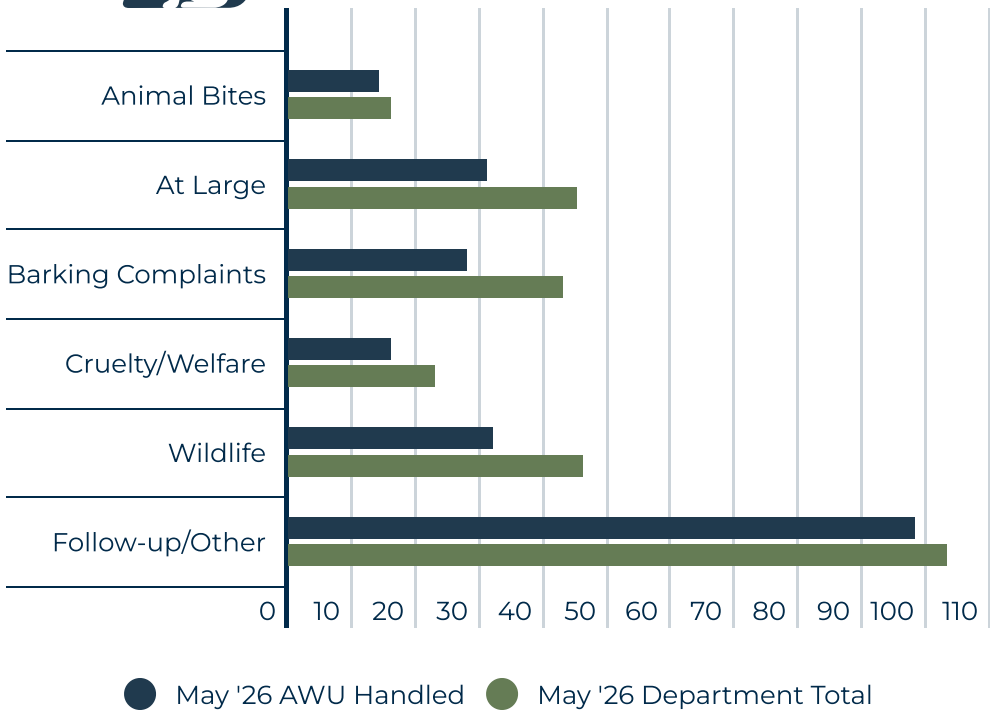


Additional Performance Measures

Community Response Team: Calls for service

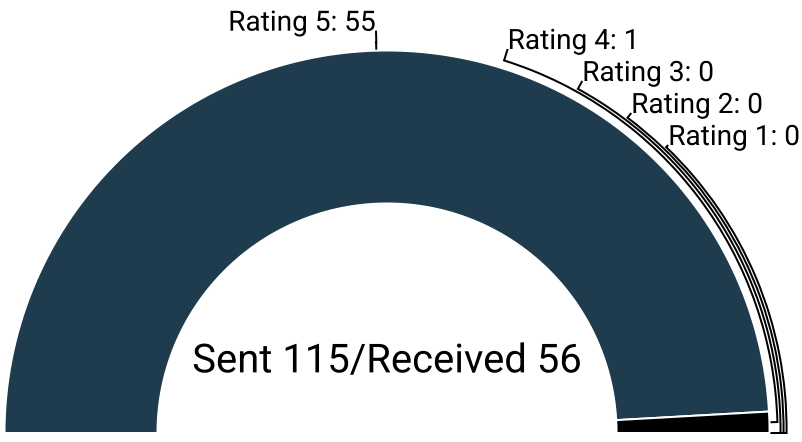


Animal Welfare Unit: Calls for service



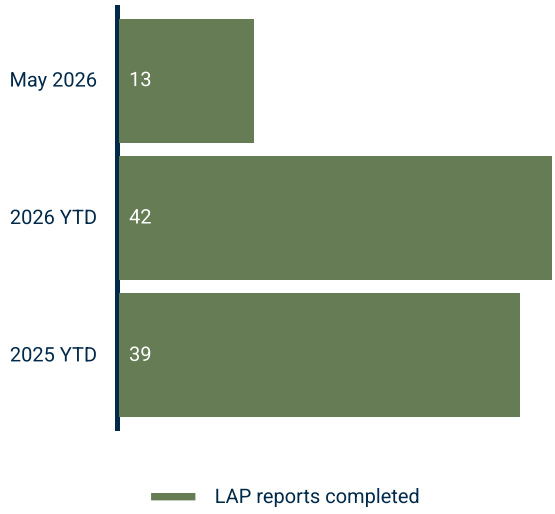
Customer survey results

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

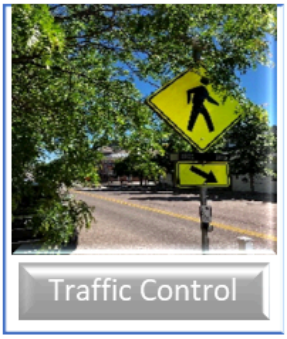
The Lethality Assessment Program (LAP) tool is designed to reduce risks, save lives and involves an assessment by policing personnel to determine risks in collaboration with community-based victim service providers. More information can be found at LethalityAssessmentProgram.org.

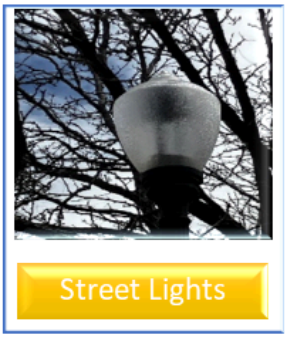


Monthly Report

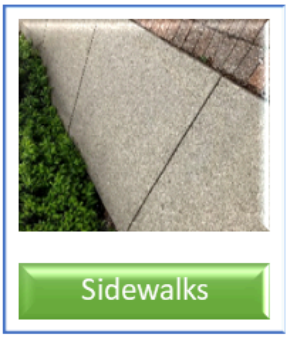
May 2026

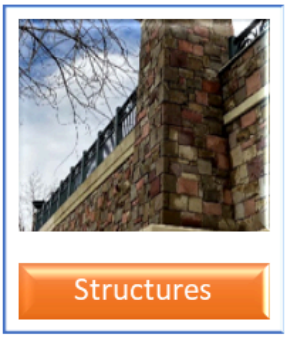




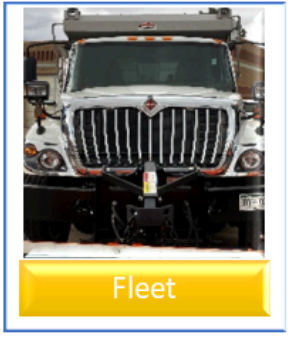












Capital Improvement Program projects

Crystal Valley interchange



The Crystal Valley Interchange project continued to make steady progress throughout May, with construction activity becoming increasingly visible across the site. The contractor continued work on both the east and west sides of I-25 as multiple project elements advanced simultaneously.

Asphalt and concrete pavement were placed on the northbound I-25 on- and off-ramps, continuing efforts to move the ramps towards completion and eventual opening to the public. Steady progress was also made on the southbound I-25 on- and off-ramps, with work activities including forming, rebar installation, and preparation for upcoming bridge deck pours.

Phase: Construction
Targeted Construction Completion: Summer of 2027

Fifth Street Widening

Construction activities during May focused on roadway construction, storm drainage installation, retaining wall work, and preparation for a traffic shift. Crews continued installation of the new storm sewer system between Valley Drive and Woodlands Boulevard, completed concrete facing for Soil Nail Wall EB-7 at the eastern project tie-in, and advanced embankment backfill operations behind retaining wall systems. Detour paving operations were also completed and a major traffic switch was successfully implemented at the end of May, transitioning the project into the next major phase of construction.



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



Construction activities on the Crowfoot Valley Road Widening Project continued to progress throughout May. Crews completed asphalt paving operations on the intermediate lift within median areas and finalized subgrade preparation and aggregate base installation for the new right turn pocket at Sapphire Pointe. New storm drainage inlet installations in this area were also completed. Concrete paving operations advanced for the new southbound bike lane between Sapphire Pointe and Macanta.

A major traffic switch was successfully implemented at the end of May, shifting traffic onto newly constructed pavement and allowing the project to transition into the next major phase of roadway reconstruction on the west side of the corridor.

Project Phase: Construction
Targeted Construction Completion: Fall of 2026

Wolfensberger Widening improvements project



Staff continued to work with property owners for scheduling closings and to develop Purchase & Sale Agreements.

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

Canyon Drive Sidewalk

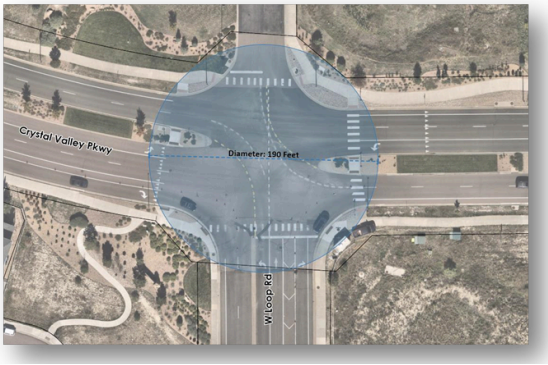


Despite the recent wet weather, Civil Specialties has been progressing quickly and poured the last portion of sidewalk on Tuesday, May 26.

Pedestrian railing was also installed on Tuesday, May 26. Grading and fencing operations continue. The project is planned to be completed on Tuesday, June 2.

Project Phase: Construction
Construction Completed: June 2026

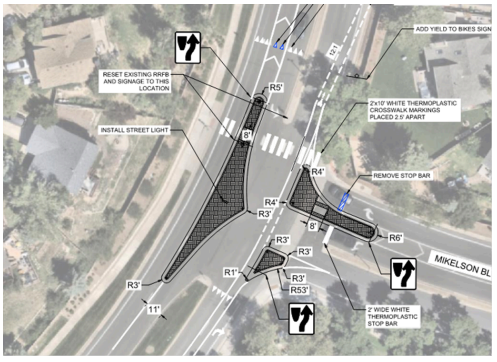
West Loop Road Roundabout



The consultant received the survey data and started on preliminary layout and concepts for the roundabout. Site utility investigation continued and is scheduled to be completed by early June. The traffic analysis is complete and the report is planned to be finalized the week of June 1.

Project Phase: Design
Targeted Design Completion: Winter of 2026

Enderud and Mikelson Intersection Improvements



The consultant's design survey and utility investigation were completed. 30% design is near completion and deliverables are scheduled to arrive June 12.

Project Phase: Design
Targeted Construction Completion: Fall of 2026

Pavements

Staff continued inspecting pavement repairs which are being performed prior to the asphalt overlay treatment. Repairs remain focused in the Sapphire Pointe area, Woodlands Blvd and West Loop Rd. In addition, the asphalt overlay contractor in the Terrain area has begun milling and paving operations.





Asphalt repair operations continued with the team undertaking numerous tasks, including a collaborative effort with CDOT to make repairs on Liggett Bridge. The team dedicated 426 hours and utilized 29.93 tons of hot mix asphalt.

Additionally, the team worked 121 hours to repair potholes throughout Town. The team used approximately 2100 pounds of cold mix asphalt to repair about 144 potholes.

Crack seal operations continued with the team completing 17.34 lane miles of roadway in the West Meadows PMP region. The team worked 505 hours to put down 11,760 pounds of material to fill cracks in order to prevent water intrusion.

Street sweeping also continued with the team removing 80.50 cubic yards of detritus from Town roadways. The team spent 339 hours covering just over 250 lane miles of Town.

Sidewalks

Street Repairs and Safety Projects

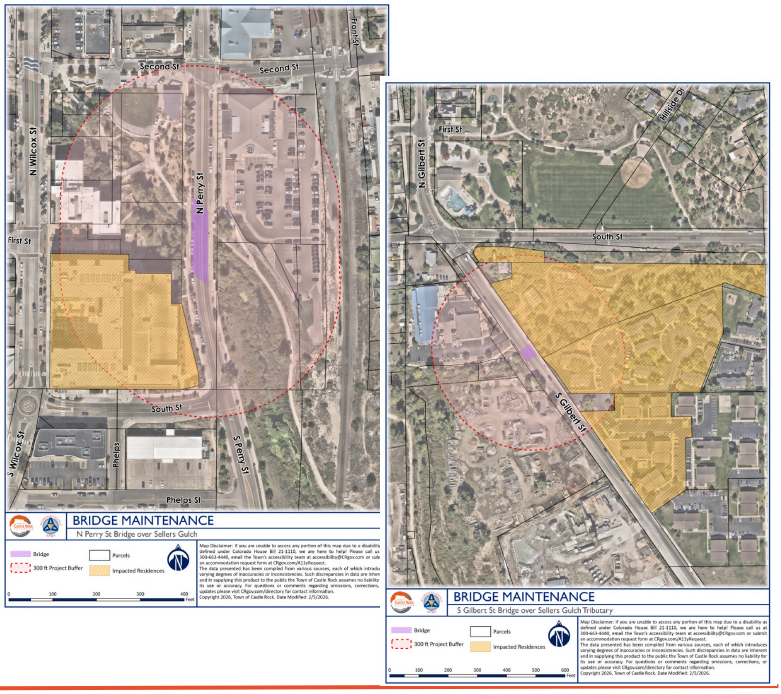
Staff continues inspecting sidewalk repairs in the Sapphire Pointe and Terrain areas.



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

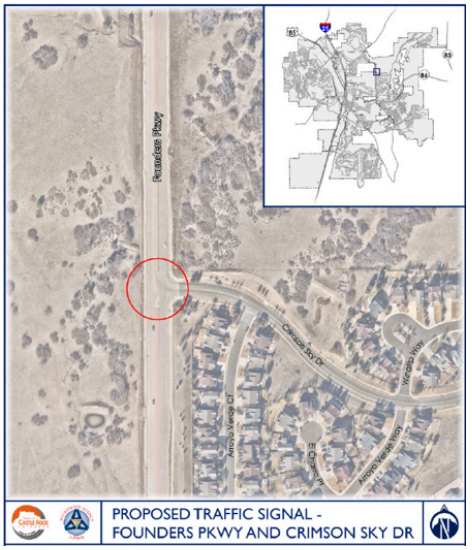
The traffic signal at Prairie Hawk Dr. and Low Meadows Blvd. is in the final stage of contractor improvements, including irrigation and fiber infrastructure. Bids for construction of a traffic signal at Founders Parkway and Crimson Sky were evaluated. Summer signal timing is now in effect.

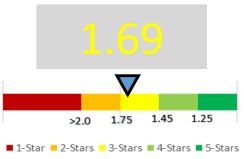
Operational highlights

- US 85 & Meadows coordination with CDOT is on-going.
- Castle Rock Pkwy. & US 85: Modified signal timing plan is being considered due to traffic shifts.
- SH 86 & Allen Way coordination with CDOT is on-going
- DRCOG Tip grant cycle: Staff submitted a letter of interest in coordination with CDOT for modernized detection on Founders Parkway to assist the adaptive traffic operations system. Another letter of intersect was submitted for UPS technology updates to a Super-Capacitor system.
- Plum Creek Parkway adaptive signal timing project is in the procurement phase.
- County expects to complete construction and turn on of the new traffic signal at Crowfoot and Macanta early this summer.

Monthly asset highlights

- Total of Work Zone Traffic Control reviews completed: 36
- Traffic Signal Tasks completed: 100 (majority preventative maintenance follow-ups, 3 flash incidents, and ped button troubleshooting)





Traffic Control (signs, markings, beacons)

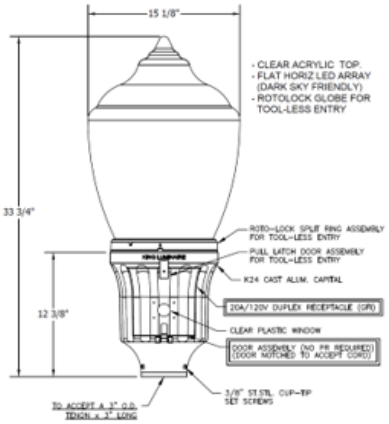
May continued with an abundance of preventative maintenance of signs, pavement markings, beacons and traffic control support. The team provided support to the Engineering Department with providing traffic control for a newly constructed pedestrian refuge and also installed temporary long line pavement markings. The team continued working on maintenance tasks around school beacons and thermo plastic pavement marking installations. A total of 146 maintenance tasks were completed, a majority of which were sign replacements identified in the annual inspections of traffic signs, in addition to maintenance of thermo plastic pavement markings and beacons.



Monthly Asset Highlights

- Markings: thermo marking replacements in progress
- Sign repairs: repairs in progress for PMP North Region
- Blue Street Name Sign Project in progress
- Flashing Beacons Operational: 99% of RRFB's operational, 100% of flashing beacons operational, and 94% of radar speed feedback signs are operational.

Street Lights



Monthly Summary

Downtown streetlighting standard was revised to a clear top, and communicated to the developer on Phelps Street for five new lighting installs. Repair to 4th Street streetlight globes was completed near the County building.

Monthly Asset Highlights

- 28 streetlights are non-operational
- 96% Streetlights Operational: down 1% over last month



Fleet

Operations

In May, 122 work orders were completed with more than half focused on scheduled preventative maintenance. Technicians logged more than 400 hours of direct labor, and overall preventative maintenance compliance was 83%. Townwide vehicle availability remained strong at 98%.

Staff completed State of Colorado training and became certified Compliance Coordinators, enabling the implementation of an in-house opacity testing program that reduces downtime and lowers future compliance testing costs.

Professional development remains a priority. Technicians completed certifications in air brake systems and DOT inspections, are pursuing ASE certifications, and continue working toward the goal of becoming an ASE Blue Seal Shop. Staff also attended Electric Vehicle training to support the growing number of hybrid and alternative fuel vehicles in the fleet.

Vehicle Acquisitions and Disposal



Three new police vehicles were placed in service within the past 30 days. Our upfitting efforts continue to be highly successful, with workload expected to increase over the next several months.

New vehicle acquisitions for the 2026 budget are progressing well. Several Super Duty contracts for departments have been developed or are currently in process. With the 2027 budget process well underway, we project replacing more than 15 police vehicles next year. We have already begun reviewing vehicle specifications and will begin sourcing soon.

Additionally, 38 surplus assets of various types are currently listed at auction. We anticipate a strong residual return for the Town.

Town Manager's Office Monthly Report May 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.

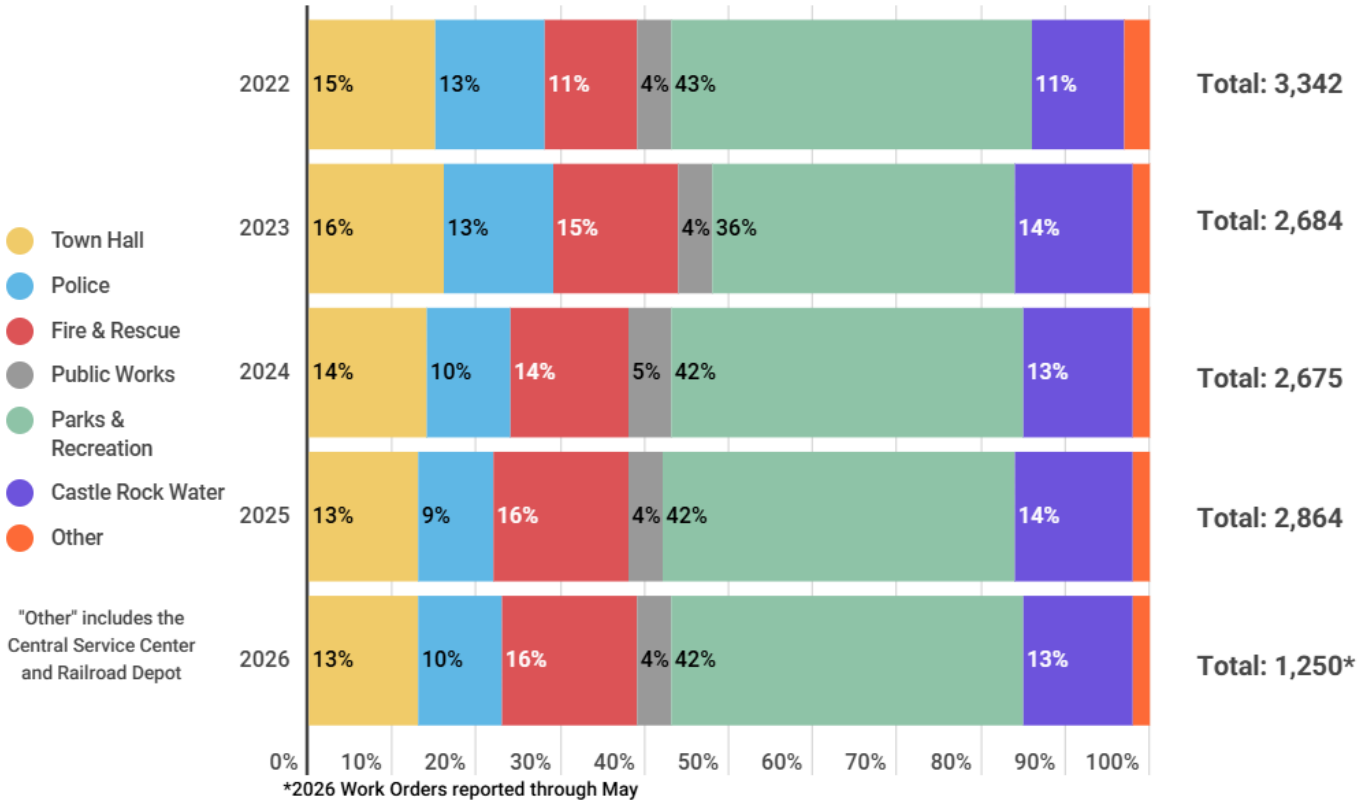
Facilities Maintenance

Key Accomplishments

- In May, the Facilities team completed **225** work orders including **94** preventative maintenance activities and **6** custodial inspections
    - There were **five** emergency work orders closed for the month
- Interviewed contractors for Cantril restoration project - project expected to commence in July
- Dewinterized Burgess Pool in preparation of summer activities
- Planning and preparation for numerous upcoming projects including space reconfigurations at Castle Rock Water O&M building and Town Attorney's office area, improvements to the judges' bench at Municipal Court and the renovation of the Police Department Communications Center
- Supported ongoing design and construction of the Fire Station #156 project

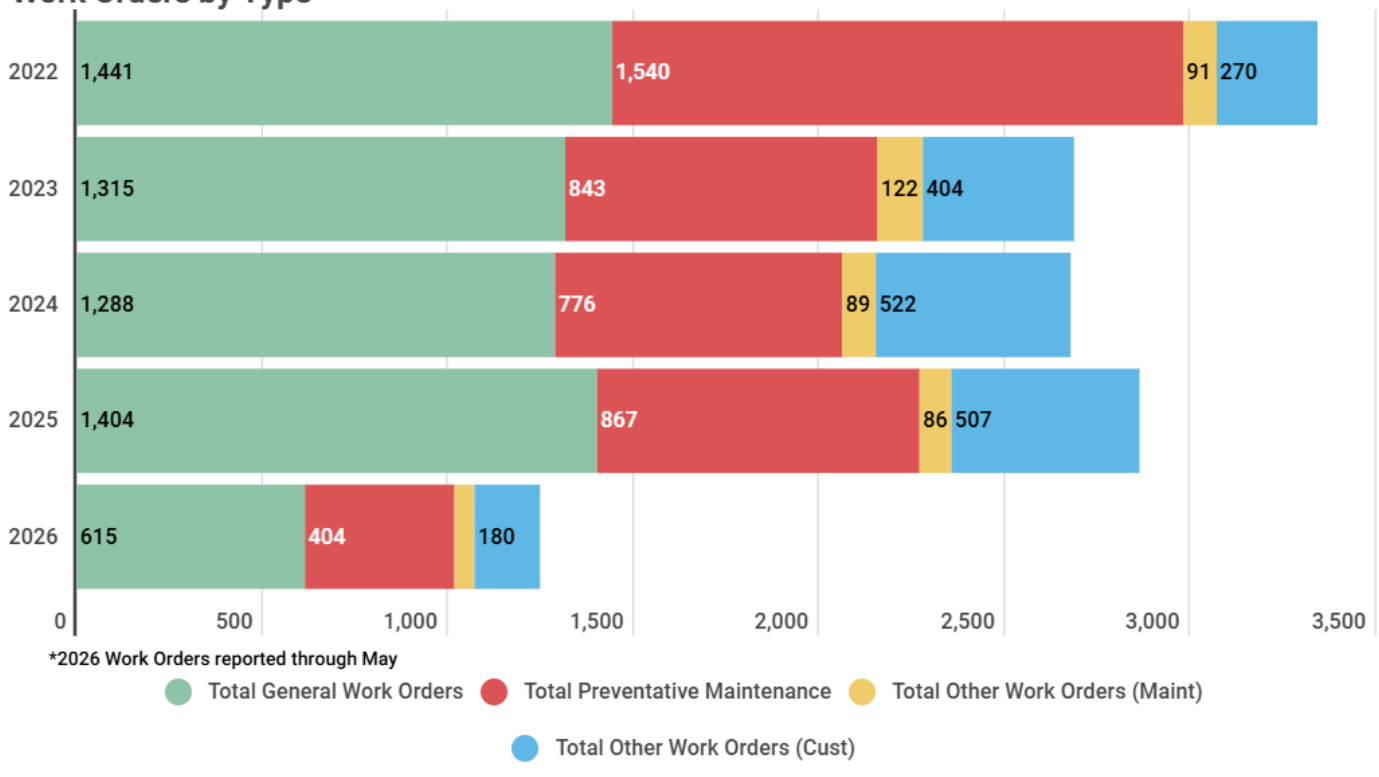
Facilities Division

Work Order % by Department



Facilities Division

Work Orders by Type



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

Division of Innovation and Technology

Key Accomplishments

- Updated the development project map
- Completed the VMware server updates
- Set-up technology for the Town's outdoor pools
- Added cameras to South and Gilbert intersection
- Replaced end of life network switches at Redhawk Golf

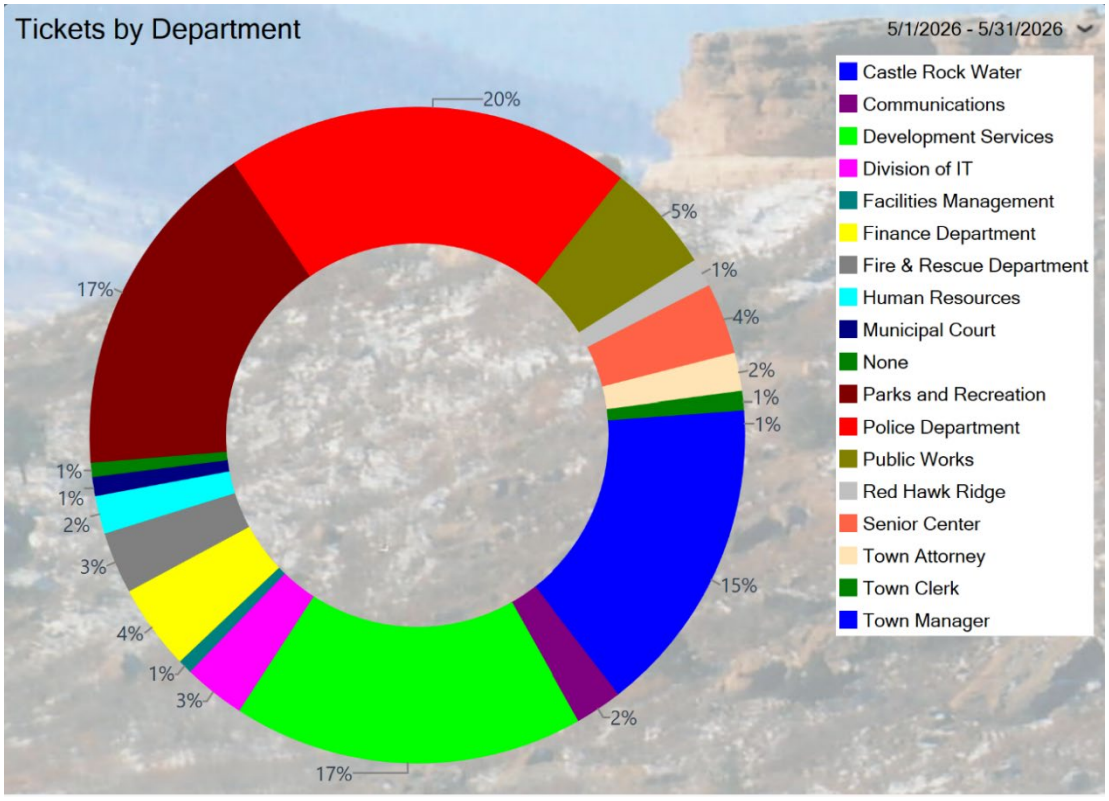
Addressed **404** total tickets, with an average resolve time of **46** hours

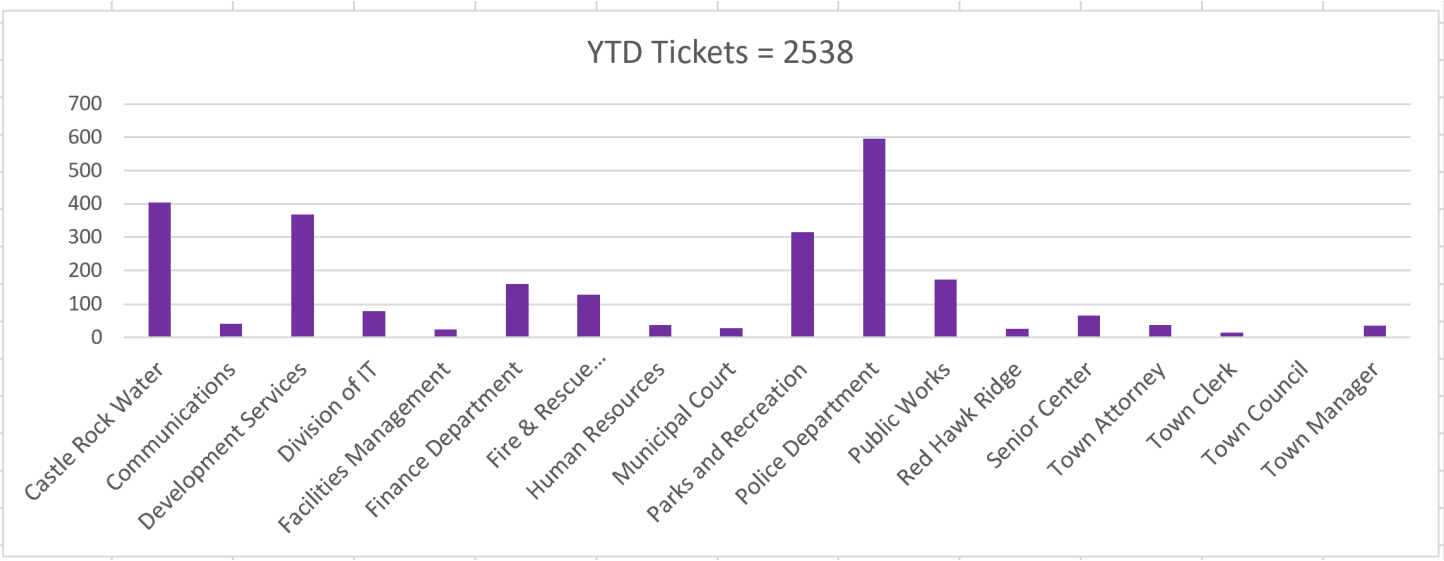
- There was **one** emergency ticket in May, 100% of which were resolved within 24 hours (100% is the goal)
- There were **21** urgent priority tickets in May, 100% of which were resolved within two calendar days (85% is the goal)
- There were **336** medium priority tickets in May, 99% of which were resolved within 10 calendar days (90% is the goal)

Geographic Information Systems

- Addressed **18** total tickets, with an average time to resolve of **110** hours
- There were no zoning changes in May
- There were no annexations in May
- There was **one** parcel update in May (100%), which was reflected within the GIS database map within four weeks of receipt; the goal is to have 90% of parcel changes reflected within that timeframe

Metrics

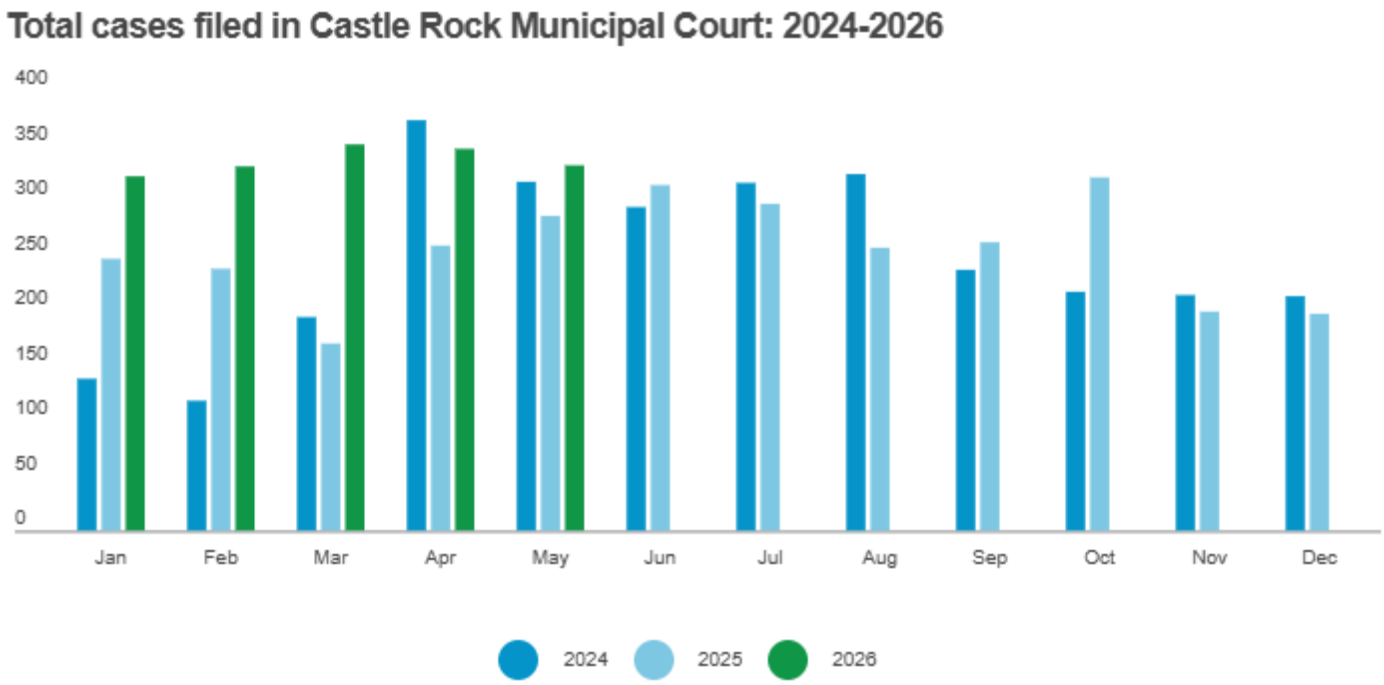




Municipal Court

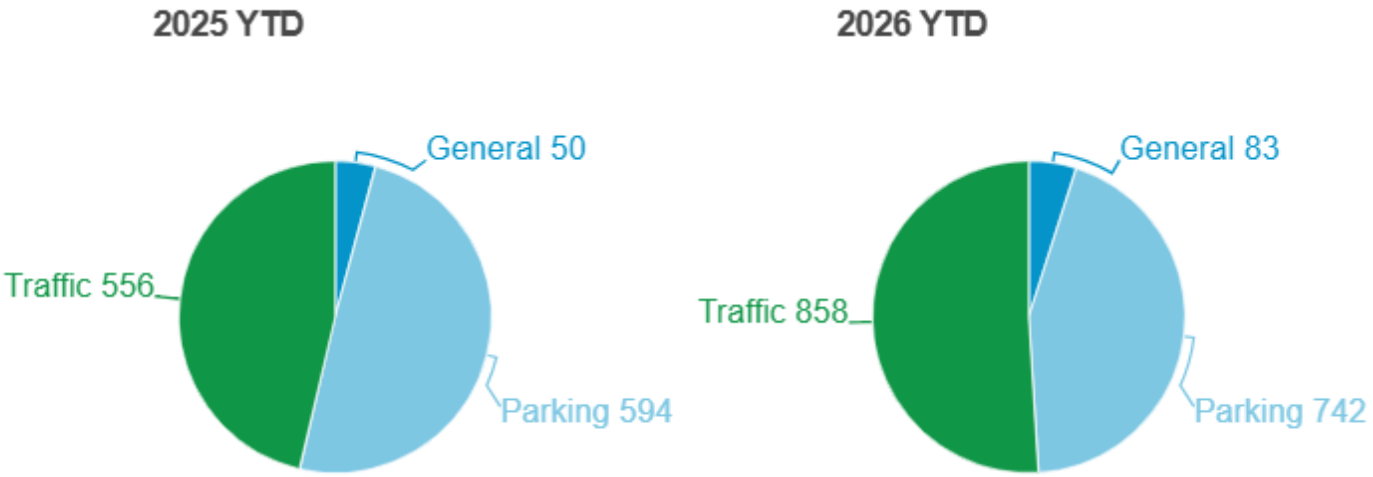
Key Accomplishments

- There was one hearing held in Teen Court in May



	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	347	332								1683

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



Communications

Key Accomplishments

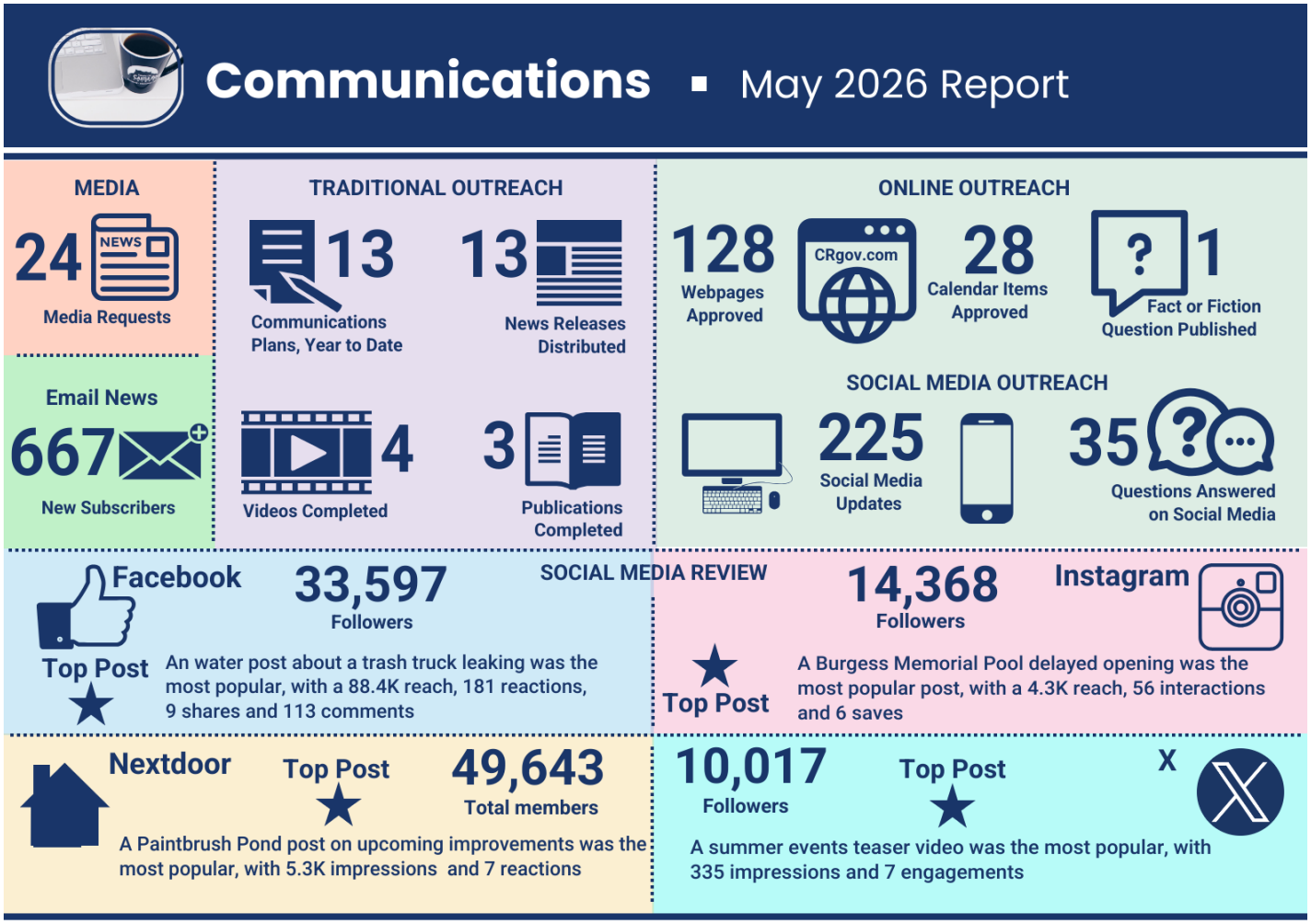
- In May, the Communications Division supported Parks and Recreation's Facebook page rollout, summer events promotion and roadwork project updates. Staff also responded to 24 media inquiries and completed three publications: Outlook magazine, Summer Concert Series postcard and Your Town Talk newsletter.

During May staff issued news releases about:

- Castle Rock celebrates America 250 – Colorado 150 all summer long
- Let's 'Taco 'Bout' the budget: Castle Rock residents invited to open house June 9
- The Marshall Tucker Band returns to Castle Rock's Summer Concert series June 26
- Follow the fun with Parks and Recreation's new Facebook page @CRParksRec
- Get active with Castle Rock's free Summer Fitness series
- First Fridays are back for a summer filled with music, friends and family fun
- Paintbrush Park pond restoration work begins May 13
- Festival Park Farmers Market brings fresh flavors to Castle Rock starting May 24
- Provide feedback on community development funding priorities May 26
- Four Castle Rock seniors named 2026 Rising Star Scholarship recipients
- Explore Gateway Mesa Open Space on National Trails Day June 6
- Celebrate Castle Rock's history during Historic Preservation Month
- May 19 Council update

The hyperlinked items were available as of June 5

Metrics



Human Resources

Key Accomplishments

- HR attended **7** interview panels, totaling **17** interviews:
    - GIS Technician: 1
    - Senior Maintenance Technician: 2
    - Fleet Master Technician: 1
    - Traffic Engineering Analyst:1
    - Stormwater and Collections Superintendent: 3
    - Street Maintenance Tech : 7
    - Payroll Technician: 2

- **Employee Orientation**: **9** new full-time employees and **120** part-time or seasonal employees came on board in May
- **Separations**: HR separated **5** full-time employees and **8** part-time or seasonal employees in May
- **Performance Evaluations:** In May, HR reviewed **83** 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 **7** recognitions in May, with **6** employees receiving the Applause award and **one** employee receiving the Rock Star award
- **Training and Recruitment**: HR didn't attend any career fairs in May

Youth Commission

Key Accomplishments

- Rising Star Scholarships were awarded to **four** deserving Castle Rock seniors who were recognized at the Town Council meeting and are attending Colorado School of Mines, University of Colorado Denver, University of Colorado Boulder, and University of Alabama this fall
- The new Youth Commission Coordinator, Jessyca Tierney-Smith, began scheduling one-on-one meet ups with each youth commissioner and meeting with others within the community
- **Five** initial applications were received for the 2026-2027 Castle Rock Youth Commission and **three** applicants were chosen. **Three** additional applications have since been received, and additional interviews are scheduled for June for the remaining open position
- Graduating seniors on the Youth Commission were recognized for their service at the May 11th Youth Commission meeting



CASTLE ROCK WATER

MAY 2026 MONTHLY REPORT

260.1 MG	35.2%	3.6
WATER DEMAND TOTAL	RENEWABLE WATER SUPPLIES	WATER SUPPLY INDEX

SYSTEM INTEGRITY	2 leaks
WATER QUALITY SAMPLING	0 issues
CUSTOMER ACCOUNTS	28,112

Additional features available online

View report online

Castle Rock Completes Transition Back to Monochloramines

In May, Castle Rock Water (CRW) successfully completed the final phase of its planned water quality maintenance effort by transitioning the entire drinking water system back to monochloramines following the temporary free chlorine conversion completed earlier this year.







Why This Transition Was Important

CRW has used monochloramines since 2013 as its primary disinfectant because it provides longer-lasting protection throughout the distribution system, improves taste and odor, and helps reduce regulated disinfection byproducts.

In February 2026, CRW temporarily converted to free chlorine to perform a system-wide cleaning of the water distribution system. Over time, all water systems naturally develop harmless biofilm inside pipes and storage tanks that can reduce disinfectant effectiveness if not periodically addressed. The free chlorine conversion successfully cleaned the system and maintained stable disinfectant levels throughout the process.

The transition back to monochloramines began on May 11, 2026, with all water treatment plants returning to monochloramine disinfection. Increased customer and commercial irrigation demand significantly increased water movement throughout the system, accelerating the transition more quickly than originally anticipated. The full system conversion and flushing activities were completed by May 15, 2026.

By the Numbers
This final transition effort was carefully coordinated across all treatment plants and pressure zones.

- 291 fire hydrants flushed between May 11–15, 2026
- 15.63 million gallons of water used through hydrant flushing and tank draining
- 210 water quality samples collected
- 2 customer inquiries received
- 0 customer complaints received

Flushing activities were limited and focused only where needed to maintain optimal water quality. The conversion strategy was also coordinated with irrigation season to minimize unnecessary water use. Tank levels were lowered through customer demand whenever possible to further reduce flushing needs.

Ongoing Commitment to Water Quality
Protecting public health and maintaining high water quality standards remain CRW's top priorities. Water quality staff continue to monitor disinfectant residuals and overall system performance throughout the distribution system to ensure a smooth return to normal operations.

Castle Rock Water appreciates the coordination and dedication of staff across Operations, Water Quality, Engineering, Customer Service, and Customer Relations who helped successfully complete both phases of the 2026 water quality maintenance program.



STAFF RECOGNITION

CERTIFICATIONS

Colin Champine
Collection 3



Cameron Hasenkamp
Collection 3



Josh Burd
Collections 2



PROMOTED

Stormwater Operator II

Collections Operator III

Distribution Operator II

WATER STAR AWARD

Thomas Craig

Regulatory & Water Quality Comp Analyst



Thomas Craig was awarded the Water Star as he has truly proven he can handle the great responsibility of representing this award. Thomas looks behind the scenes, ensuring our community's water remains safe, clean and dependable every day. He represents the Town's values every day through his commitment to service, teamwork, stewardship and integrity. He's the kind of person who shows up ready to help, supports his team without hesitation and approaches every challenge with professionalism and a great attitude. And honestly, you know you're dedicated to your craft when words like "turbidity" and "cross-connection" become causal lunch conversation. What makes him stand out is not just the technical expertise, but the consistency and care he brings to the job. He helps keep everything flowing smoothly, never lets issues rise to the surface, and always stays calm under pressure. His hard work creates a ripple effect throughout the Town, even if most residents never realize how much effort goes into every glass of water they drink. And really, that's the sign of someone doing the job exceptionally well.

STAFF RECOGNITION

High Five

Julia Wells
Kyle Buntin
Adrian McAllister
Jake Austin
Jon Lutterman

In anticipation of the meeting room conversion, this team worked together to relocate the breakroom vending machines. This was not an easy or "light" task! Julia found the perfect new location for the soda machine and cleaned out the laundry and break room areas. Jon Lutterman helped to relocate the first aid kit and mount it to the wall. Kyle did a great job of supervising the heavy lifting. Jake and Adrian did most of the heavy lifting (let's be fair!) for the soda and snack machines, and no one was crushed or injured!

Phil Jolly
Dwight Keller
Cameron Hasenkamp

These three individuals volunteered to adjust their regular work schedules to accommodate the CRW team's needs. A mag meter needed to be replaced at the Mitchell Creek Lift Station, and, to minimize disruption to the collection system/lift station, it was best completed at night. The three individuals worked alongside a contractor and successfully isolated the force main/pumps/utilized the overflow basin, and ensured that no issues arose. They did a great job, maintained a positive outlook, and had contingency plans if needed.

Marcus Watkins

Marcus has provided outstanding support and responsiveness related to the Bell Mountain Ranch Wells that CRW operates on behalf of the Town of Lochbuie. Marcus stepped in on a very short timeline to help resolve several reporting issues that were critical to ongoing water operations and coordination efforts. Despite the urgency and complexity of the situation, he worked through the challenges quickly and thoroughly, ultimately developing an automated reporting solution for Lochbuie's consultants. This automated report became an essential tool in helping consultants coordinate daily flows with multiple stream entities along Plum Creek and the South Platte River system all the way to United Diversion No. 3. His efforts improved communication, streamlined operations, and ensured accurate and timely data sharing during a highly coordinated process. Marcus's attention to detail, technical expertise, and willingness to jump in and help under pressure made a significant impact. His professionalism and commitment to supporting both CRW operations and our partner communities truly exemplify teamwork and customer service.

Jonathan Cornwell

I nominate Jonny for his outstanding work and professionalism during the inspection of the Lost Creek gathering system recently completed by Tallgrass. The inspection schedule shifted multiple times, and ultimately a last-minute inspection opportunity came together while Tallgrass was completing hydrostatic testing. Despite the changing timeline, Jonny communicated clearly about his availability and arrived fully prepared to perform the inspection. Once onsite, Jonny immediately got to work, inspecting 18 manholes as part of the gathering system review. He worked efficiently and thoroughly, communicating effectively with the contractor throughout the process and identifying numerous items that required correction or additional attention. His ability to clearly explain issues and work collaboratively with the contractor helped keep the process productive and focused. Jonny's professionalism, technical knowledge, and attention to detail provided tremendous value to the Town's infrastructure and helped ensure the quality and integrity of the system. His dedication and readiness to step up on short notice are greatly appreciated and truly deserving of recognition.

Mark Marlowe

Mark makes an effort to speak to all of the Operations staff over the course of a year, which includes the management staff. He carefully listens to each of the team members and in department, we appreciate the genuine thought and consideration.

WATER RESOURCES

WATER DEMAND

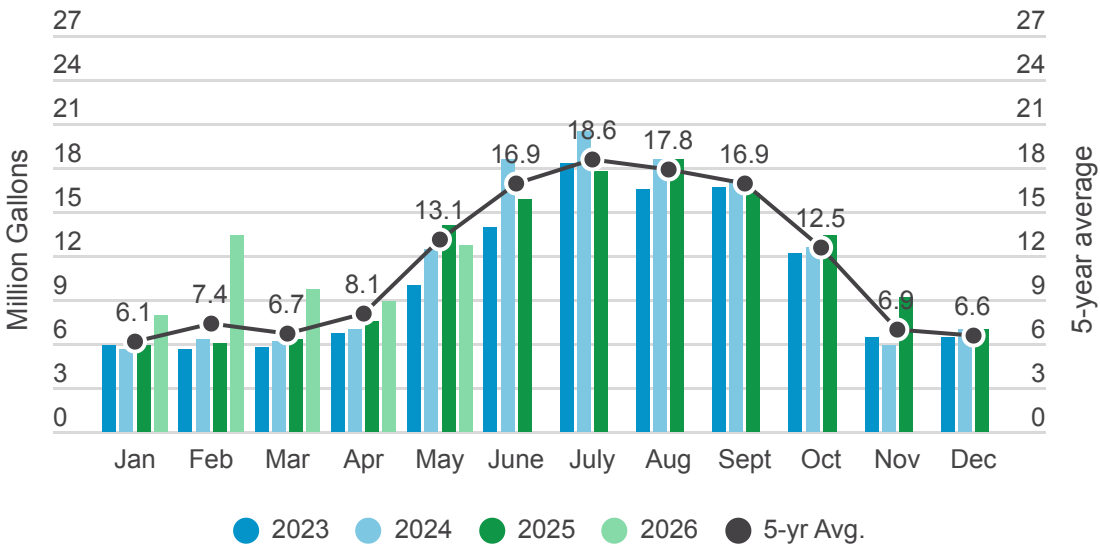
Maximum demands inform us of the size of the infrastructure necessary to provide water service over short periods of time and help us to plan future water resources needs.

DAILY MAXIMUM DEMAND

- 12.7 million gallons/day (MGD)
- 5-year average: 13.1 MGD
- 3% lower than the 5-year average

MONTHLY DEMAND

- The water demand total for May was 260.1 million gallons (MG) [798.1 acre-feet (AF)]
- 25% higher than the April 2026 total of 208.3 MG
- 10.4% decrease from the previous year's May 2025 demand of 290.4 MG



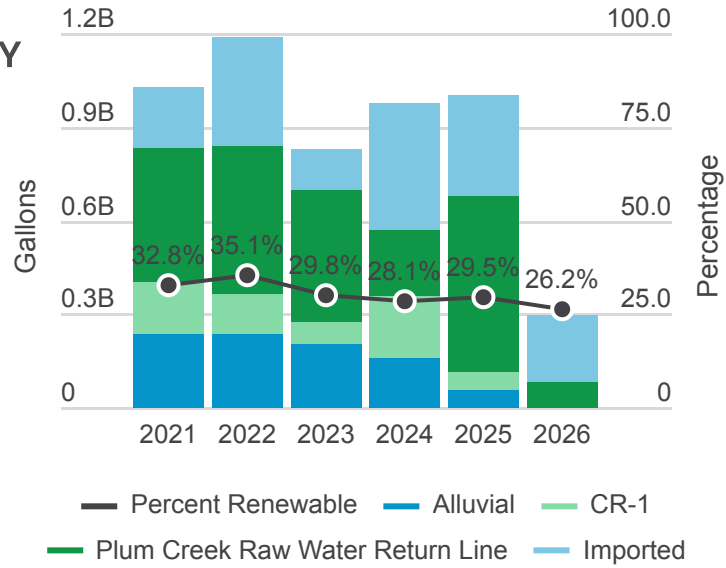
WATER RESOURCES

RENEWABLE SUPPLY

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

35.2% MAY

2065 goal: 100%



In total, renewable supplies accounted for 35.2% of the total water supply for the month (121.2 MG of 344 MG) and 26.2% of the annual water supply (295.3 MG of 1,129 MG)

- The CR-1 diversion produced an average of 0.0 MGD
- The PC diversion produced an average of 2.4 MGD
- The 14 alluvial wells produced an average of 0.0 MGD
- The renewable water production average was 3.9 MGD
- Average imported (WISE) water received was 1.9 MGD

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.

36.7% MAY

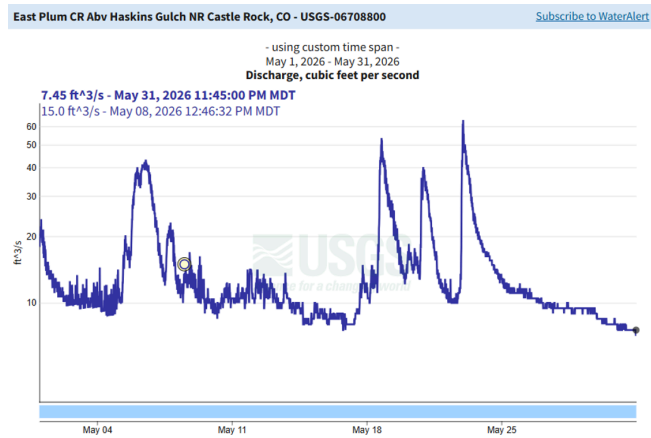
STORAGE	AF	Capacity
CRR1 & CRR2	1,181	1,370
Walker Reservoir	15	150
Chatfield Reservoir	1,785	2,000
Rueter-Hess Reservoir	601	8,000

WATER RESOURCES

EAST PLUM CREEK FLOWS

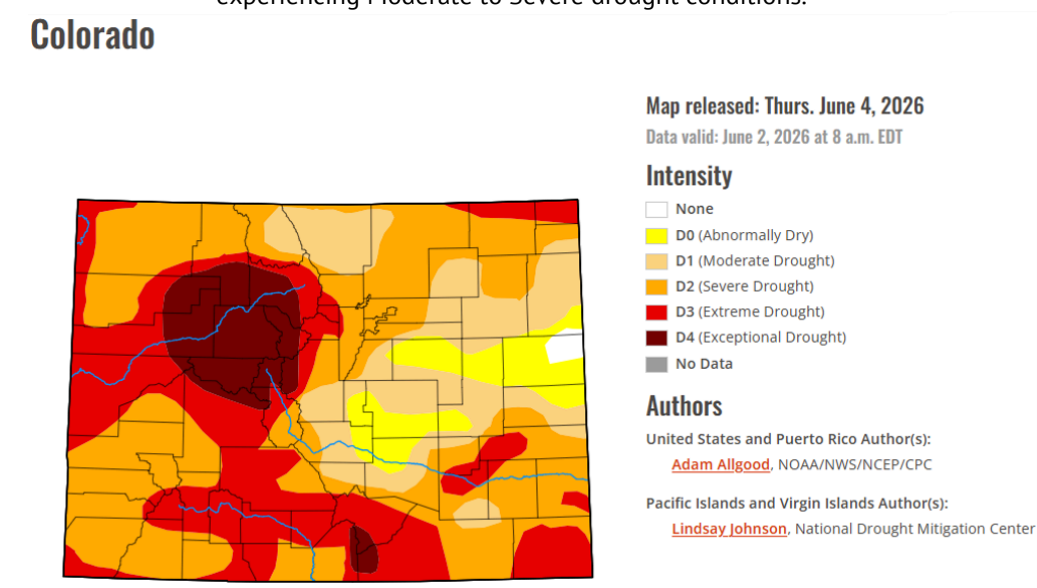
The hydrograph indicates the estimated flow in East Plum Creek basin.

- Flows ranged from 7 to 63.9 cubic feet per second (cfs)
- The monthly average streamflow was 13.9 cfs
- The 25-year mean is 27.1 cfs



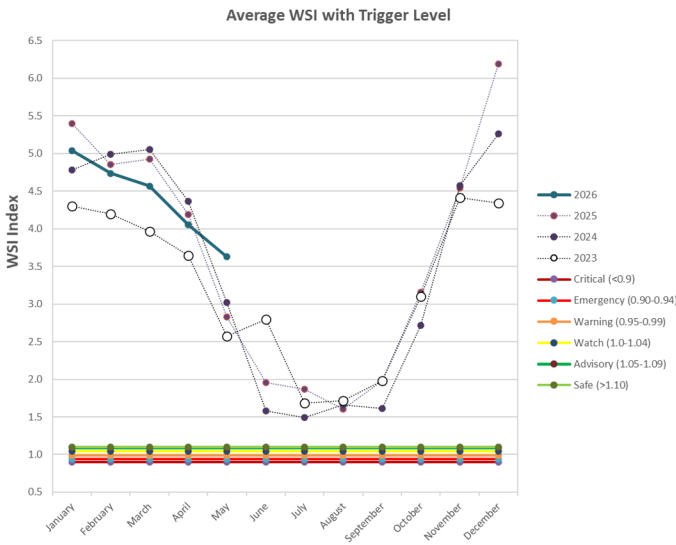
DROUGHT

According to the most recent U.S. Drought Monitor maintained by the United States Department of Agriculture (USDA), Douglas County is experiencing Moderate to Severe drought conditions.



WATER RESOURCES

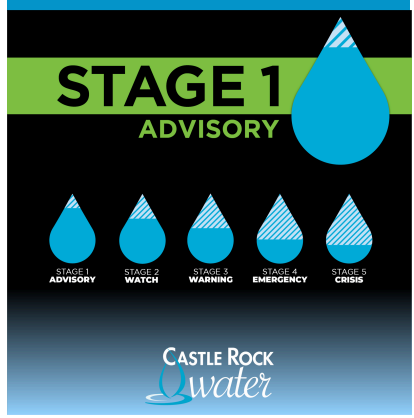
WATER SUPPLY INDEX



3.6
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. This indicator, along with other criteria will determine a drought stage. A WSI below 1.1 will trigger a drought stage relative to its severity.

The Town of Castle Rock declared Drought Stage 1: Advisory on May 19 with the restriction of voluntary water use reduction by 10%.

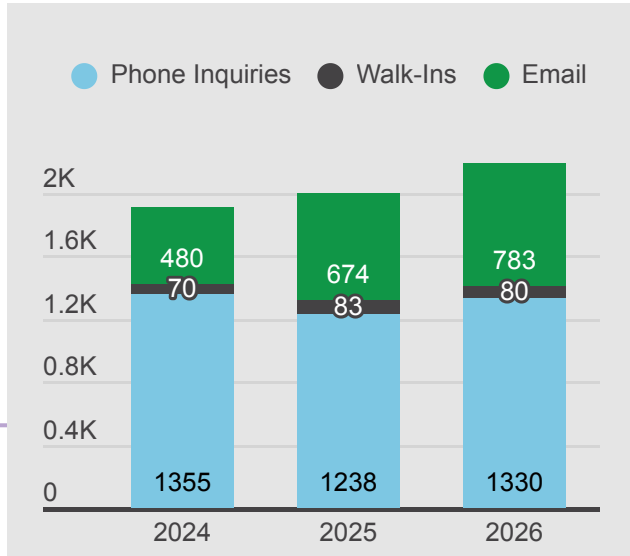


BUSINESS SOLUTIONS

CUSTOMER SERVICE

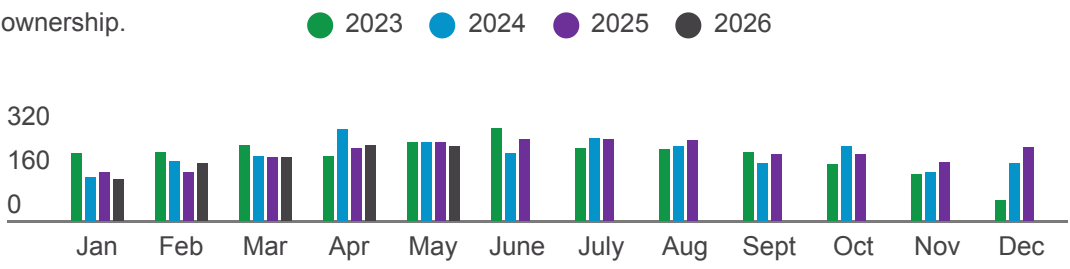
CUSTOMER ACCOUNTS
28,112

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

TOPICS
Chloramine
Transition
Drought

OUTLET	POST	REACH	
NextDoor	5 posts		
Facebook	5 posts	210.9k reach	397 engagements
X post	1 post		
LinkedIn	1 post		
Customer email		16,763	72% open rate
HOA email		151	69% open rate

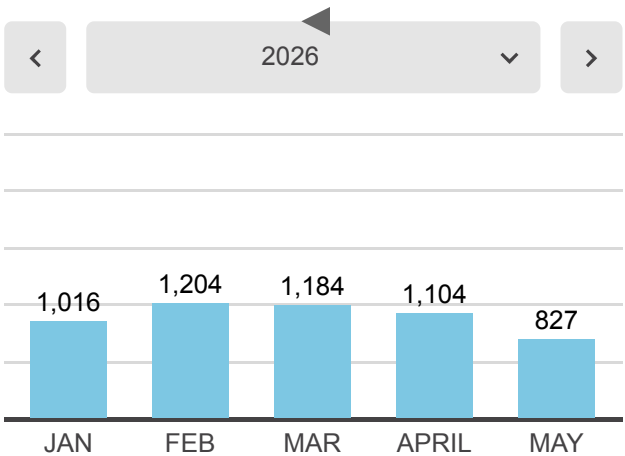
METER SERVICES

Skipped reads
0.09%
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.

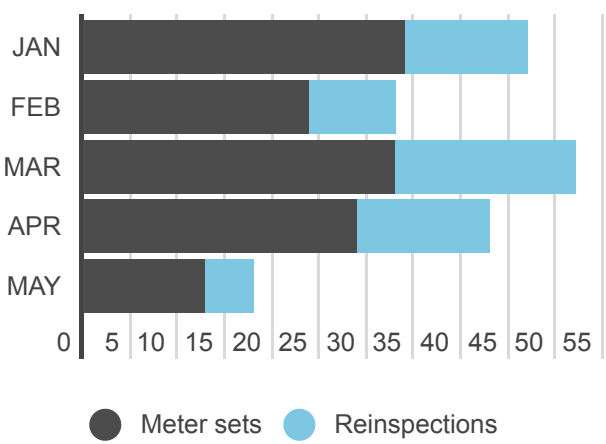
ALL SERVICE WORK ORDERS

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

1 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: 2.34
- Top quartile: 9.2
- Median: 18.7
- Bottom quartile: 30.1

991
UTILITY LOCATES

SEWER

14.03 mi
LINES INSPECTED

LINES CLEANED
8.4 mi

OPERATIONS





A 66-inch grate at Festival Park has been successfully installed, thanks to the hard work and collaboration between the Parks Department, Plant Mechanics, and Stormwater teams.

The Parks Department assisted with removing trees to provide easier access to the flared-end section. Our Plant Mechanics team handled all fabrication of the grate, ensuring it met specifications. The Stormwater team coordinated transportation to and from the powder coater and delivered the completed grate to the job site for installation.

Thank you to everyone involved for their efforts and collaboration across different divisions to complete this important project safely and efficiently.




The distribution team repaired a leaking 1” service line on Swanson Way. There was one business without water for about four hours.

A pinhole leak on a copper service line on Calhoun Circle was repaired by the distribution team. There were four homes without water for one hour.




Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 4. **File #:** ID 2026-072

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Trish Muller, CPA, Finance Director

Presentation of the 2025 Annual Comprehensive Financial Report (ACFR) and 2025 Popular Annual Financial Report (PAFR)

Executive Summary

Colorado state law and the Town of Castle Rock Home Rule Charter require an annual audit of the Town's financial statements. The goal of an audit is to provide reasonable assurance that the financial statements of the Town are presented in conformity with generally accepted accounting principles. An independent firm of licensed certified public accountants must perform the audit. In accordance with these requirements, staff submits the Town's Annual Comprehensive Financial Report (ACFR) for the year ended December 31, 2025, for Council's information and review (**Attachment B**).

Annual Audit Process

Eide Bailly, LLP issued an unmodified opinion on the Town's financial statements for the year ended December 31, 2025. In other words, the Town's financial statements appear fairly stated in all material respects, in accordance with generally accepted accounting principles (GAAP).

2025 was the first year Eide Bailly, LLP performed the financial audit for the Town of Castle Rock. The Town commends them on their thoroughness and their high level of professionalism.

The Uniform Guidance requires a Single Audit when federal expenditures exceed $1,000,000 during the fiscal year. Eide Bailly, LLP performed the Single Audit (Attachment C) for the Town for the year ended December 31, 2025.

Annual Comprehensive Financial Report (ACFR)

For the year ended December 31, 2025, the Town reported an increase in net position at the government-wide level.

The Town continued to experience growth in its major revenue sources during 2025. Sales tax revenue increased by 15% compared with the prior year; however, impact fee and use tax revenues experienced modest declines due to a reduction in building permit activity.

The Castle Rock Urban Renewal Authority and the Festival Park Commons General Improvement District are included as blended component units, and the Castle Rock Downtown Development Authority and Miller's Landing Business Improvement District are included as discretely presented component units.

The Town elected not to record certain audit adjustments in the 2025 ACFR because they were determined to be immaterial, both individually and in the aggregate, to the financial statements as a whole. These adjustments are noted in the Report to Governance **(Attachment A)** in the Schedule of Uncorrected Misstatements.

Staff will submit the Annual Comprehensive Financial Report to the Government Finance Officers Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting.

Report to Governance

As part of the 2025 financial statement audit, Eide Bailly, LLP reviewed the Town's internal control structure, as well as various policies and procedures. Auditors issue three levels of comments:

- Material Weaknesses - The most severe level of finding, indicating that internal controls may not be sufficient to prevent or detect material misstatements or fraud on a timely basis.
- Significant Deficiencies - Less severe than a material weakness but important enough to merit attention by those charged with governance.
- Advisory Comments - Recommendations intended to enhance existing controls, processes, or procedures.

Eide Bailly, LLP identified a Material Weakness related to year-end financial statement preparation and the classification of interfund activity across multiple funds. Town staff identified the matter prior to the 2025 audit and communicated it to Eide Bailly, LLP. The matter originated in the prior year's audited financial statements. The resulting corrections have been reflected, as applicable, through a restatement of beginning net position or fund balance in the 2025 financial statements. This matter is discussed in the Report to Governance (Attachment A).

Eide Bailly, LLP also identified a Significant Deficiency in internal control over compliance as a result of their testing of federal funds, specifically the reporting for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) passed through to the Town from Douglas County. The required reporting did not include evidence of review and approval, so the auditors could not attest to the existence of the internal control. Town management has begun to document the review and approval of the reporting required under the grant.

Popular Annual Financial Report (PAFR)

The PAFR **(Attachment D)** provides an overview of the Town's financial position as reported in the 2025 ACFR.

Finance staff prepares this report as a concise and accessible summary of the Town's financial condition for residents and other interested stakeholders.

Staff recognizes the Finance Department team for its dedication and professionalism in preparing the Town's financial statements and supporting the annual audit process.

Attachments

Attachment A: Report to Governance Resulting from the 2025 Financial Statement Audit
    Exhibit 1: Schedule of Uncorrected and Corrected Misstatements
Attachment B: Draft 2025 Annual Comprehensive Financial Report (ACFR)
    Exhibit 2: 2025 Town of Castle Rock - Draft Non-GAGAS Opinion
Attachment C: Draft Single Audit for the Year Ended December 31, 2025
    Exhibit 3: 2025 Town of Castle Rock - Draft GAGAS Opinion
Attachment D: 2025 Popular Annual Financial Report (PAFR)

The Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR) for the year ended December 31, 2025, will be available on the Town's website at: **<http://CRgov.com/FinancialReports>**

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 5. **File #:** ID 2026-073

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Kristin Read, Assistant Town Manager

2026 General Assembly Legislative Update

Executive Summary

This memo is intended to summarize the 2026 General Assembly session, including information on the total number of bills introduced and passed, along with more specific information on the 29 items on which Council held positions.

Discussion

A total of 626 bills were introduced during the 2026 General Assembly session, according to Capitol Commons, a legislative monitoring service. Of those, about 450 passed the General Assembly. Gov. Jared Polis vetoed 12 of the passed bills.

The Town had supported 11 bills, and five of those became law, for a 46% success rate. Another bill passed but was vetoed, HB 1255: Social Media Duty to Report & Search Warrants, which would have required social media platforms to provide a streamlined process for law enforcement contacts.

The five bills the Town had supported that were signed into law are:

- HB 1101: Criminal Offenses Related to Critical Infrastructure Metals - This law strengthens regulations and penalties related to the theft, sale and possession of metals used in critical infrastructure.

- HB 1138: Retail Theft Prevention Program - This law establishes a statewide retail theft prevention program, including policy recommendations and grant funding to help combat organized retail crime.

- SB 11: Search Warrants Provided to Covered Platforms - This law requires certain online platforms to establish a process for Colorado law enforcement agencies to submit and track search warrants.

- SB 64: Modify Colorado Agricultural Future Loan Program - This law expands eligibility for the Colorado Agricultural Future Loan Program to include certain water districts.

- SB 172: Front Range Passenger Rail District - This law changes the boundaries of the Front Range Passenger Rail District to remove Castle Rock, among other provisions.

The following five supported bills failed:

- HB 1021: Second Amendment Protection Act - This bill would have repealed various State laws related to firearms and other weapons.

- HB 1112: Regulation of Underground Injection Control Wells - This bill would have brought primacy for the permitting of aquifer storage and recovery wells to the State.

- HB 1329: Motor Vehicle Stunt Drive & Takeover Penalties - This bill would have enhanced penalties for drivers, spectators and organizers of street racing events.

- HB 1334: Modify Standards of Wildfire Resiliency Code Board - This bill would have delayed implementation of Statewide wildfire resiliency code requirements by one year.

- SB 98: State & Local Noise Abatement Authority - This bill would have created additional exemptions from Statewide noise limits for government activities.

The Town had opposed 18 bills. Eleven were defeated, and the Governor vetoed one. As a result, 12 of the 18 opposed bills did not become law, representing a 67% success rate.

- These nine bills were postponed indefinitely:

    - HB 1037: Ban Government Purchase of Personal Data from Third Party - This bill would have prohibited law enforcement agencies from accessing commercially available personal data from third parties without a warrant.

    - HB 1114: Allowed Minimum Lot Size for Subject Jurisdictions - This bill would have prohibited local governments from requiring single-family lots to be larger than 2,000 square feet.

    - HB 1308: Lot Splitting Approval by Subject Jurisdictions - This bill would have required local governments to approve a residential lot split through an administrative approval process under certain conditions.

    - SB 24: State & Local Unmanned Aircraft Regulation - This bill would have preempted local authority over drones.

    - SB 71: Use of Surveillance Technology by Law Enforcement - This bill would have

regulated how law enforcement agencies can use certain technology.

- SB 97: Decriminalize Adult Commercial Sexual Activity - This bill would have required the Statewide decriminalization of commercial sexual activity among consenting adults.

- SB 100: Youth Sports Safety Requirements - This bill would have required first aid, CPR and AED-certified adult supervision at youth athletic activities, background checks for coaches and chaperones, and created civil liability for noncompliance.

- SB 164: Regulation of Lawful Tetrahydrocannabinol Beverages - This bill had sought to regulate and allow the sale of high-dose THC-infused beverages in restaurants, bars and venues.

- SB 176: State Remedies for Constitutional Rights Violation - This bill would have created a new State cause of action against public employees in State courts for alleged violations of an individual's rights under the U.S. Constitution.

- These two bills were killed by other means:

  - HB 1054: Protections for Worker Safety - This bill would have allowed the State to develop its own OSHA-like health and safety standards in the event that the Federal government weakened its requirements.

  - SB 70: Ban Government Access Historical Location Information Database - This bill would have restricted law enforcement's access to historical location information, including warrant requirements and limits on data sharing and retention.

- This bill was vetoed:

  - SB 5: Rights Violation in Immigration Enforcement Remedy - This bill would have created a statutory cause of action for a person who is injured during a civil immigration enforcement action.

The six bills the Town had opposed that were signed into law are:

- HB 1001: Housing Developments on Qualifying Properties - This law preempts local zoning to allow schools, certain housing-related nonprofits, public housing authorities and other certain entities to develop residential properties on land they own.

- HB 1102: Funding for Colorado DRIVES Account - This law redirects HUTF fees to the Colorado Driver License, Record, Identification and Vehicle Enterprise Solution (DRIVES) account, taking funding resources away from Town road maintenance.

- HB 1134: Fairness & Transparency in Municipal Court - This law requires the live streaming of certain municipal court proceedings where jail is a possible penalty.

- HB 1272: Extreme Temperatures Worker Protections - This law requires employers with workers exposed to extreme temperatures to develop prevention plans and comply with related State safety requirements.

- SB 18: Legal Protections for Dignity of Minors - This law requires courts to suppress records related to a minor's name-change petition, eliminates public notice requirements and restricts publication of identifying information.

- SB 93: Workers' Compensation Insurance Coverage Verification - This law requires local governments to verify workers' compensation coverage for certain construction projects and investigate complaints alleging noncompliance.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 6. **File #:** ID 2026-074

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Update: Tall grass Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass) *[Lost creek area of Weld County, Colorado]*

Executive Summary

The Box Elder renewable water delivery project remains one of the cornerstone projects within Castle Rock Water's long-term renewable water supply portfolio. The project combines water rights associated with the Town's Box Elder property, Lost Creek Designated Basin wells and water rights, and South Platte River recharge supplies to provide a significant future renewable water source capable of meeting approximately 15 percent or more of the Town's long-term water demands. In October 2024, Town Council approved an Infrastructure Development and Purchase Agreement and Water Lease Agreement with Tallgrass. The infrastructure agreement included improvements to eleven (11) wells that Castle Rock owns and approximately 9 miles of water transmission pipeline to tie the wells together and transmit the water to Tallgrass delivery system located north of the well field. The Water Lease Agreement provided for Tallgrass to lease Castle Rock's water rights at $1,550 per acre-foot through December 31, 2027, that would allow for additional revenue in the near term to help offset some of the capital costs of the Box Elder project. The infrastructure agreement provided for Castle Rock and Tallgrass to continue to negotiate on a larger infrastructure development project for a pipeline and pumping system from the Castle Rock wells back to the Box Elder property and further on to ECCV's treatment plant. The agreement stated that if the two parties could not come to an agreement on the subsequent infrastructure phases, Castle Rock would purchase the improved wells and pipeline system from Tallgrass for $15,000,000. Tallgrass has completed Phase 1 infrastructure improvements and commissioned the Lost Creek well collection system in March 2026. The completed infrastructure now provides a fully integrated collection and transmission system capable of serving as the foundation for future renewable water deliveries from Lost Creek to the Box Elder property and beyond. The Town and Tallgrass have continued to work on planning for subsequent phases and have extended the original agreement twice to determine the future phases of the water delivery system. The current amendment expires on July 1st.

Tallgrass has proposed Phase 2 infrastructure necessary to create a complete transmission pathway from the Lost Creek well field to the Box Elder property and onward toward Lochbuie and East Cherry Creek Valley facilities. The proposal includes approximately 11.6 miles of transmission pipeline connecting the Lost Creek well field to the Box Elder property and acquisition by the Town of approximately 8.7 miles of existing Tallgrass Colorado Water transmission pipeline between the Box Elder property to a location northwest of Lochbuie. The proposal also includes an optional 6.6-mile transmission pipeline connecting the system to ECCV's Northern Treatment Plant. The proposed system would provide capacity to deliver approximately 1,500 acre-feet annually of Town-owned Lost Creek water while preserving flexibility for future integration of Box Elder alluvial groundwater production facilities and additional renewable water resources. Tallgrass anticipates that a Phase 2 agreement executed in 2026 would allow permitting, easement acquisition, and final design to proceed immediately, with the system operational by January 2029. Depending on the options selected the total cost of the project could range from $41 million to $55 million following the $15 million payment from the Phase 1 infrastructure.

Staff are evaluating the Phase 2 proposal that includes a third-party cost evaluation of the proposal. Also, Town staff continue to evaluate how the infrastructure could be used to integrate with treatment facility planning at the Box Elder, potential additional partnerships in the Lochbuie area, and how the infrastructure could benefit the WISE partnership needs for desalination of water supplies. Given the discussions with stakeholders and planning with WISE partners are expected to continue towards the end of the year, the Town will need to close on the existing Phase 1 infrastructure for $15 million as outlined in the agreement. Following the closing, Town staff will continue to evaluate the Phase 2 proposal and work with Tallgrass to determine planning for future phases and work towards negotiation of another infrastructure agreement. Staff would bring a subsequent agreement back to Town Council for consideration when ready.

Budget Impact

The Town had budgeted $15 million for purchase of the Phase 1 infrastructure in the 2025 budget which has been carried over to the 2026 budget and will be used to close on the Infrastructure Development and Purchase Agreement. The Water Lease Agreement extends to 12/31/2027 and includes a firm take or pay of 257 AF or $398,750 and the Town would expect a minimum of $398,750 of revenue from water leases and potentially more depending how much water right volumes is needed by Tallgrass for their oil and gas development.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 7. **File #:** ID 2026-075

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: June 16, 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

New Pre-Application Meeting Requests

705 Fourth Residential Rebuild



Staff received a pre-application meeting request seeking information on application and submittal requirements to build a new home at 705 Fourth Street. The previous home was destroyed in a fire last year. The proposed project is located in Councilmember Davis' district.

Delta Oaks Fiber Equipment Storage



Staff received a pre application meeting request seeking information on application and submittal requirements for the installation of a fiber network equipment shelter and associated improvements within a 30-foot by 50-foot lease area at the Castle Rock Recreation Center. The proposed improvements include a 12-foot by 38-foot prefabricated concrete equipment shelter, foundation, utility connections, electrical equipment, grounding, and related equipment necessary to support fiber network operations. The shelter is designed as an unmanned storage and equipment facility and is not intended for public access or human occupancy. The proposed project is located in Councilmember Davis' district.



Staff received a pre-application meeting request seeking information on application and submittal requirements for a KinderCare early childhood education center on a 1.98-acre parcel along Front Street in Castle Rock. The project includes a 11,370 square foot building, with 10,800 SF of secure playgrounds, 29 parking spaces, and retaining wall along the north and east portions of the property and detention to the south of the parking lot, in Councilmember Davis' district.



Staff received a pre-application meeting request seeking information on the application and submittal requirements for a proposed right-of-way vacation of unused Town-owned right-of-way adjacent to the applicant's residence. The applicant would like to extend the existing residential fence line into the vacated area and install chain-off poles to restrict public access for safety purposes, while maintaining necessary access for Town operations. The proposed project is located east of the intersection of Oakwood Drive and Gigi Street, within Councilmember Davis' district.

Renaissance Secondary School Yurt



Staff received a pre application meeting request seeking information on application and submittal requirements to convert the temporary use permit approval for a 30-foot yurt classroom at Renaissance Secondary School to a permanent use. The school would like to keep the yurt and use it for a daily classroom for grades 6–12. It is located on a previously underutilized dirt/grass area, with no impacts to parking, traffic flow, emergency access, or other campus operations. The proposed project is located at 3954 Trail Boss Lane, in Councilmember Davis' district.

Stanbro Residential Development and Annexation



Staff received a preapplication meeting request seeking information on application and submittal requirements for a residential development on four parcels totaling approximately 31.42 acres. The uses proposed include townhomes (number of units not identified), 275 units of multifamily apartments, and 16 single family home lot. Three of the parcels are located within the Town and zoned under the Stanbro PD, and the remaining 9.7 acre parcel would need to be annexed into the Town's boundary. The proposed project is located west of the intersection of Lake Gulch Road and East Plum Creek Parkway roundabout, primarily in Councilmember Dietz's district.

The View Vestibule Tenant Entrance



Staff received a pre application meeting request seeking information on application and submittal requirements to modify the ground level retail space at The View, 610 Jerry Street, by creating a second entrance and granting exclusive vestibule use to the incoming tenant. The proposed changes would establish an independent entry for a future adjacent tenant. The proposed project is located at 610 Jerry Street in Councilmember Davis' district.

Walmart Supercenter WING Drone Delivery



Staff received a pre-application meeting request seeking information on application and submittal requirements to a proposed Walmart Supercenter WING Drone Delivery project, which would introduce a small package and grocery drone delivery service within a six-mile radius of the existing supercenter. The proposal includes installing an 18-stack drone charging pad powered by a temporary battery storage unit, along with associated storage and fencing to secure operations. Minor site modifications would reduce onsite parking from 832 to 800 spaces. The proposed project is located southeast of the intersection of Castleton Court and Justice Way, in Councilmember Davis' 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 Storage, 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 construction 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, PDP approved 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, TCO issued 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) review 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.

- **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, site development plan under review for 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 construction underway 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 construction underway 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.
  - King Soopers, Dawson Trails, site plan review for a new 100,000-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.

- **Other Commercial Projects throughout Town:**
  - 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 Oaks Church, site plan review for the expansion of the Castle Oaks Church parking lot.
  - 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 and construction documents approved 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 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 facilities.
- World Compass Academy, site development plan review for parking lot expansion, located at 2490 S. Perry Street.

Residential Development Activity:

- Alexander Plance, rezoning to amend the zoning of the Alexander Place and Cooper Hook PDs to allow for 50 single family detached homes.
- 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 residential units and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, home 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, home 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 Planning Areas 2 &, site plan review for 133 single-family detached lots, located west of the intersection of Founders Parkway and Rising Sun Drive. 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 2, site plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Unity on Wolfensberger TCO issued to convert the previous 70-room Quality Inn Hotel into a 24-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road. Final site construction is still ongoing.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 8. **File #:** ID 2026-076

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 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: June 16, 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

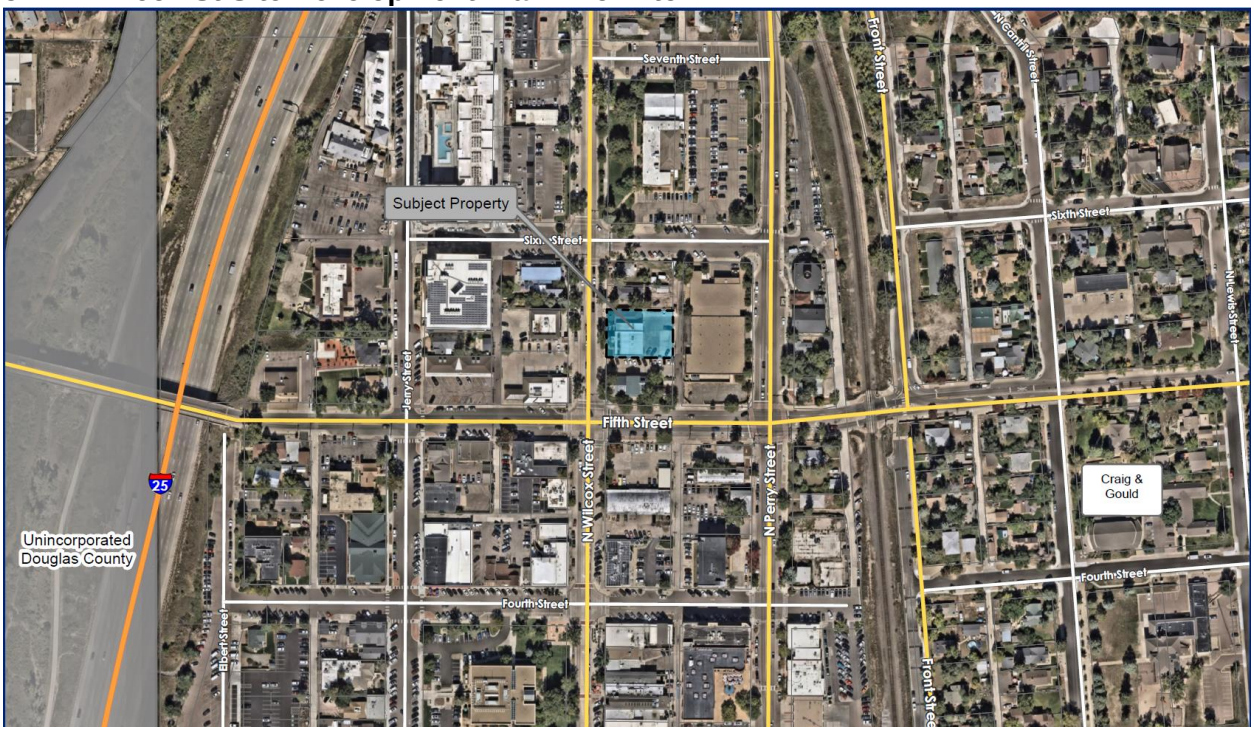
The purpose and intent of this report is to provide Town Council with a summary of quasi-judicial projects. In order to provide all parties with due process under law, decision makers must be fair and impartial when considering quasi-judicial applications such as those included in this memorandum. Many 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)

None have been submitted since the last update on June 1, 2026.

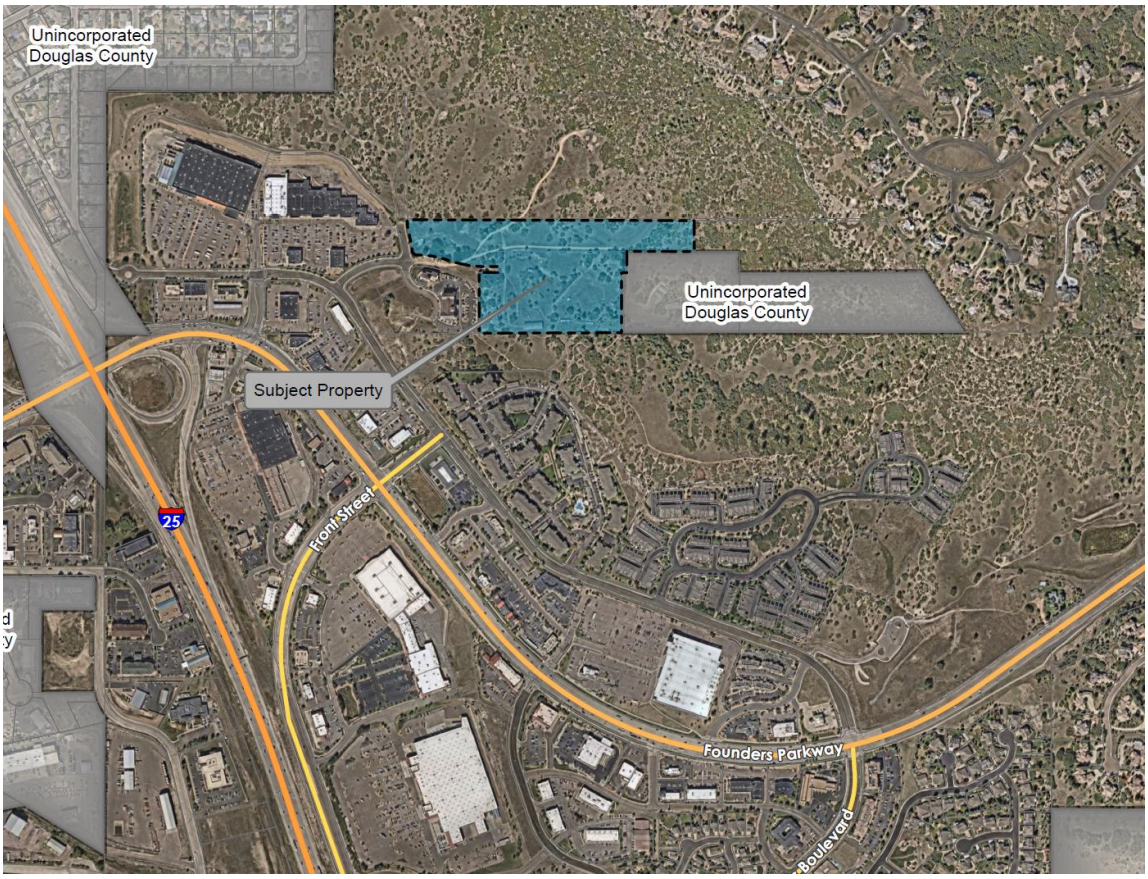
On-going Quasi-Judicial Applications (currently under review)

512 N Wilcox St Site Development Plan - Downtown



512 N Wilcox LLC has submitted an application for a Site Development Plan - Downtown for 512 N Wilcox Renovation. The applicant is proposing to renovate the existing structure located at 512 N Wilcox St. The proposed renovation includes façade changes, as well as interior enhancements, on an existing .32-acre site. The general location is located northeast of the intersection of N Wilcox Street and Fifth Street. The Site Development Plan - Downtown will require public hearings before the Design Review Board for review and final decision. This project is in Councilmember Davis' district.

Alexander Place — PDP Amendment



Staff has received a quasi-judicial application from Alexander Place Investors, LLC requesting a PDP Amendment for the Alexander Place Planned Development Plan. The applicant is proposing to rezone a 7.142-acre portion of the Cooper-Hook PDP and the 8.37-acre Alexander Place PDP, creating a combined site of approximately 15 acres for the development of 50 single-family homes. The site is generally located east of the intersection of Alexander Place and Montana Vista Way. The PDP Amendment 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.

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



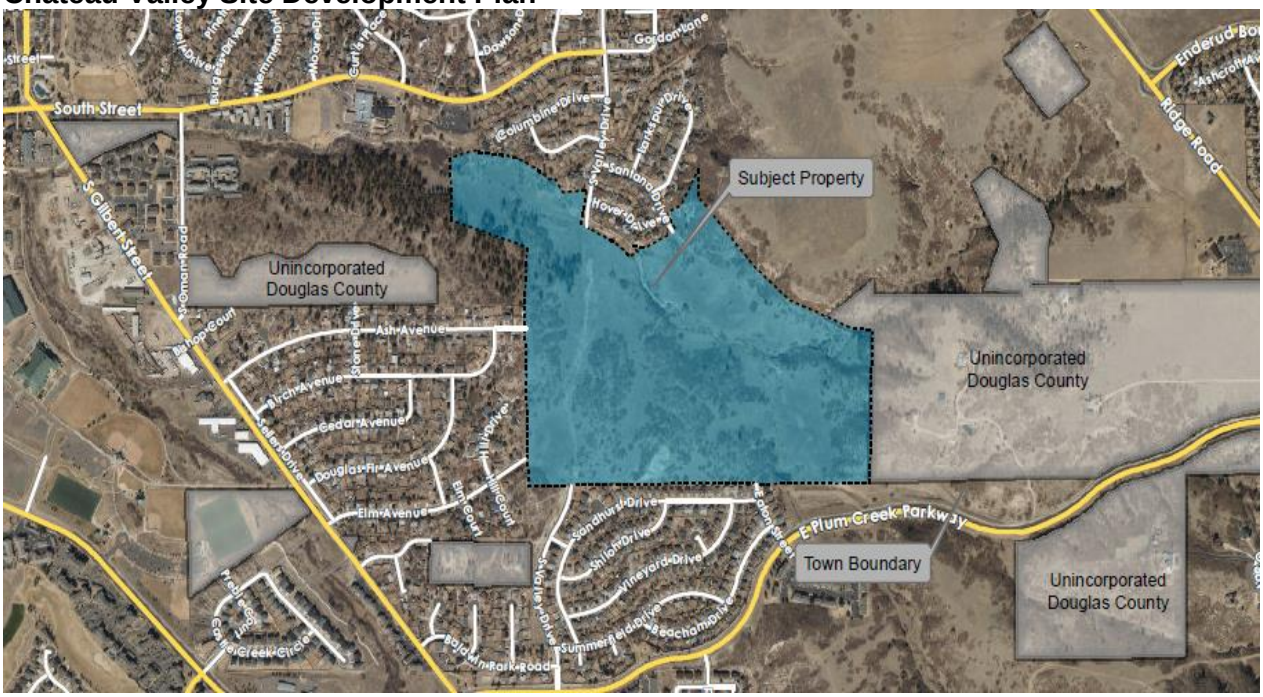
The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge and is generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn Ridge Senior Apartments. Currently, the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



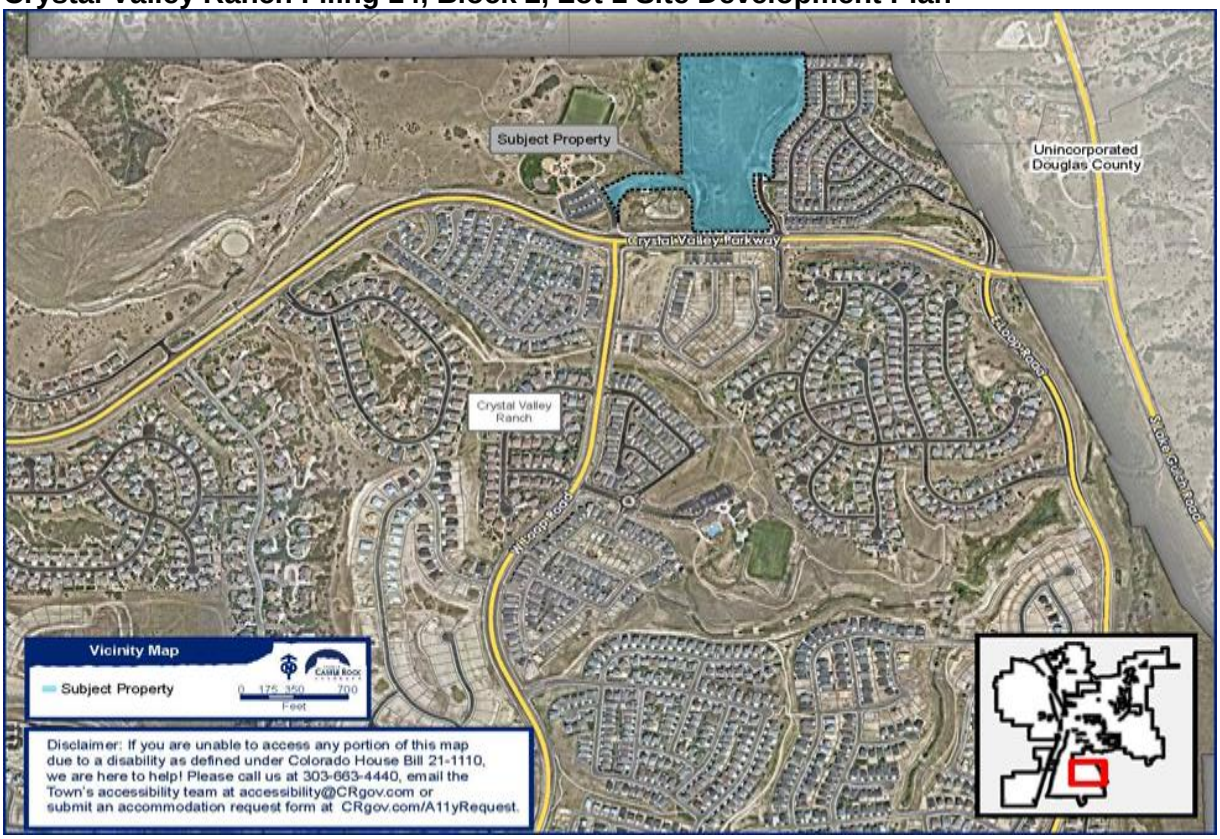
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest 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



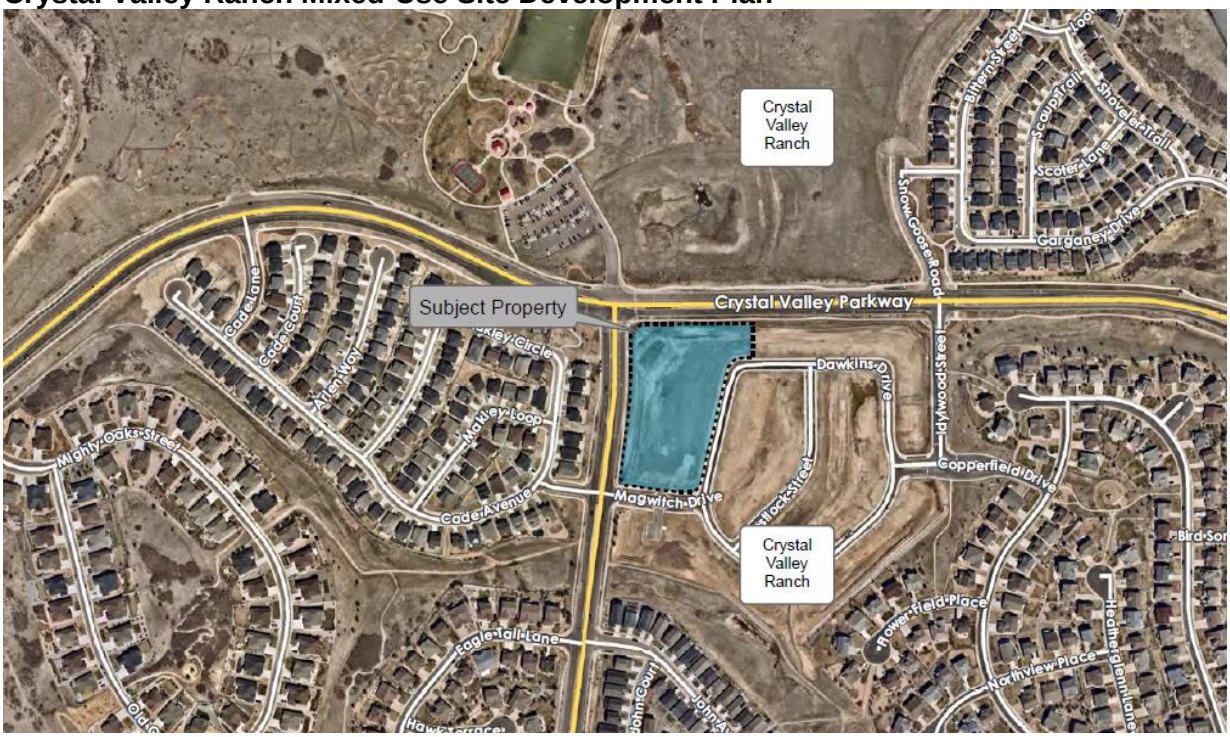
Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 402-unit residential subdivision on 112 acres. The 402 units are composed of 254 single family detached homes and 148 paired homes. The property, which is within the Young American 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 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. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The site is in Councilmember Dietz's district.

Crystal Valley Ranch Mixed-Use Site Development Plan



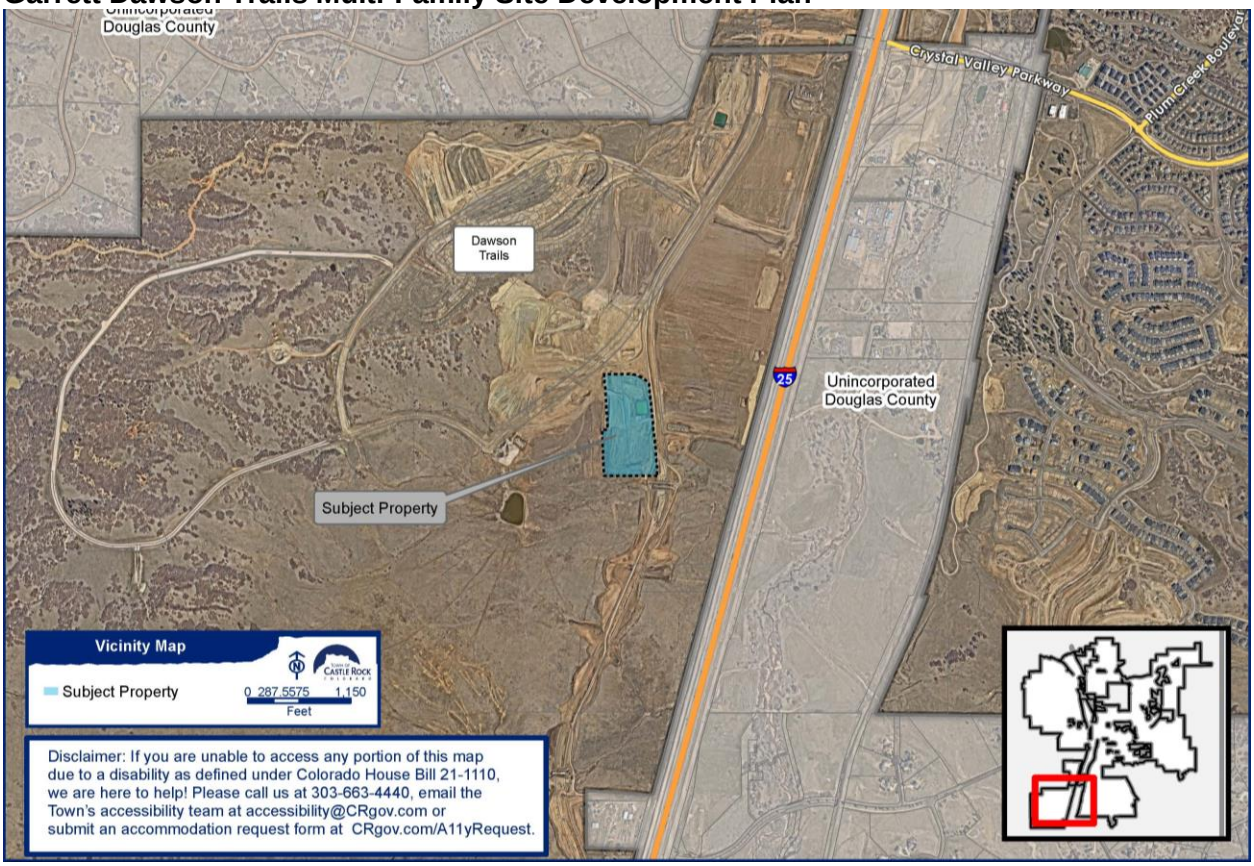
Henry Design Group on behalf of Dan Kauffman, Pinnacle View Development, LLC, has submitted an application for a Site Development Plan. The applicant is proposing a mixed-use development on the 4-acre property located at the southeast corner of Crystal Valley Parkway and West Loop Road. The proposal includes 28 paired homes, 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



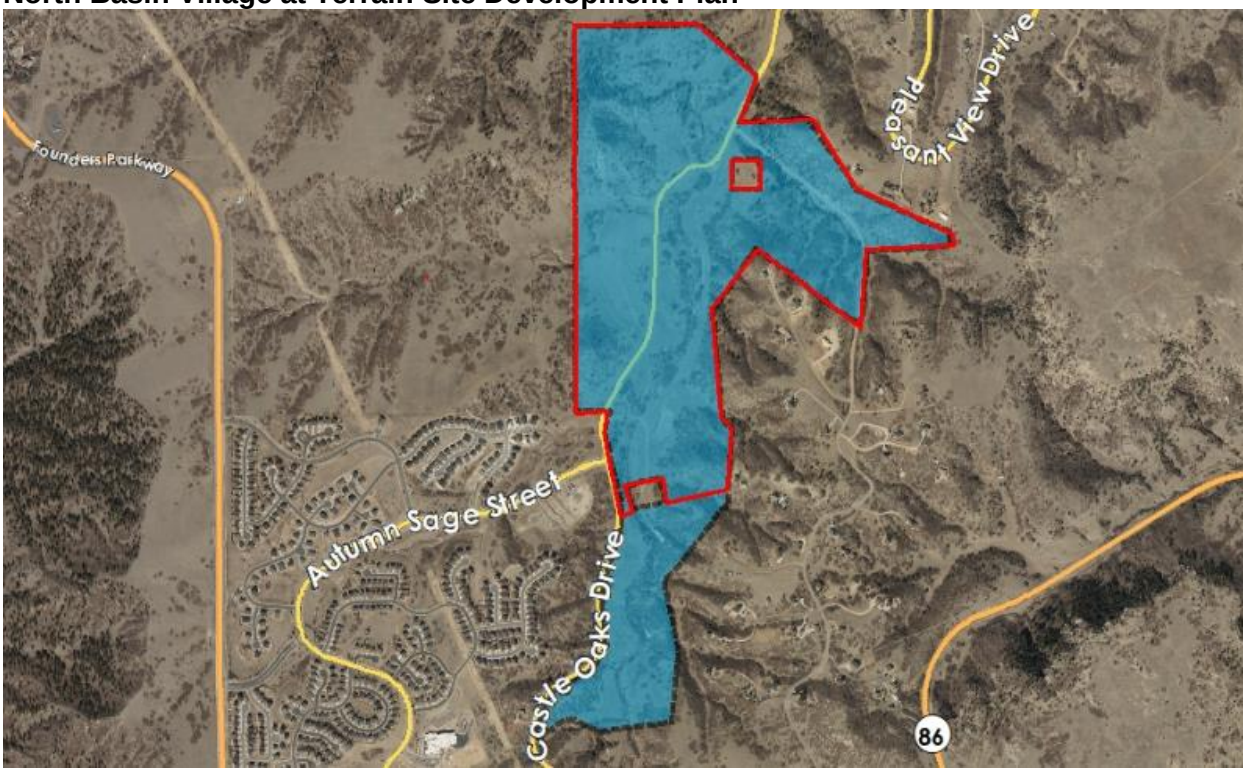
Garrett Co. has submitted a Site Development Plan application for a 324-unit apartment complex on 12.6 acres in Dawson Trails, located southwest of Dawson Trails Boulevard and Blanca Peak Parkway. Onsite amenities to include a clubhouse, pool, games lawn, dog park and dog wash. The clubhouse will include 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 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.

Pine Canyon Planning Areas 2 & 3 — SDP



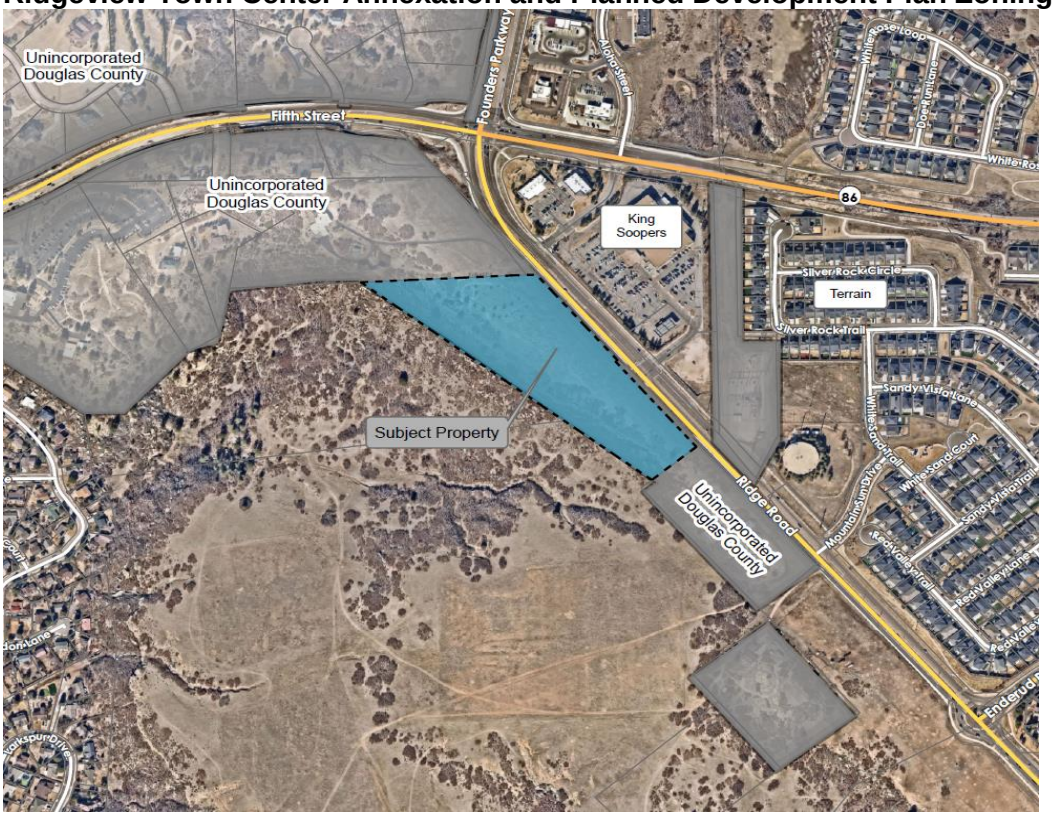
A quasi-judicial Site Development Plan (SDP) has been accepted from JRW Family Limited Partnership, LLLP for Pine Canyon Planning Areas 2 & 3. The property is approximately 64 acres and located west of the intersection of Founders Parkway and Rising Sun Drive. The SDP proposes 133 single-family detached homes and 29.4 acres of open space. Access to the new neighborhood will be provided from Founders Parkway via Rising Sun Drive and Crimson Sky Drive. The property is in Councilmember Davis' district.

Pioneer Ranch Annexation and Planned Development Plan Zoning



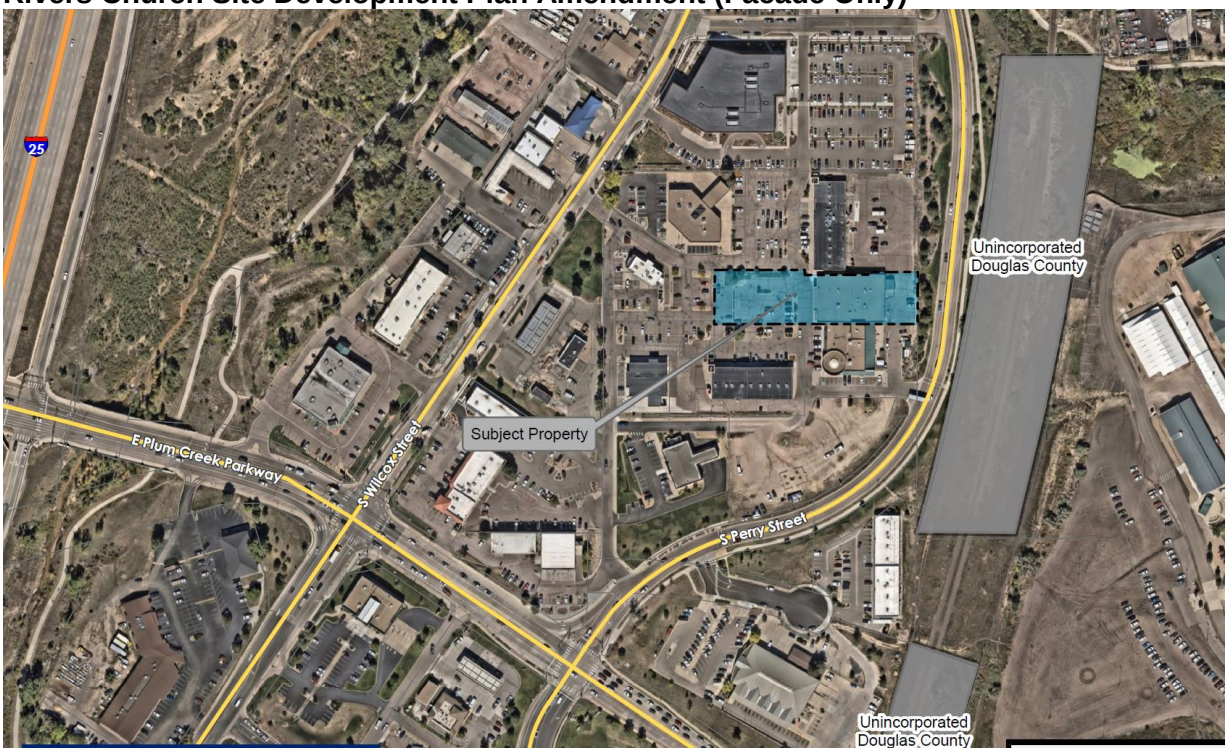
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and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



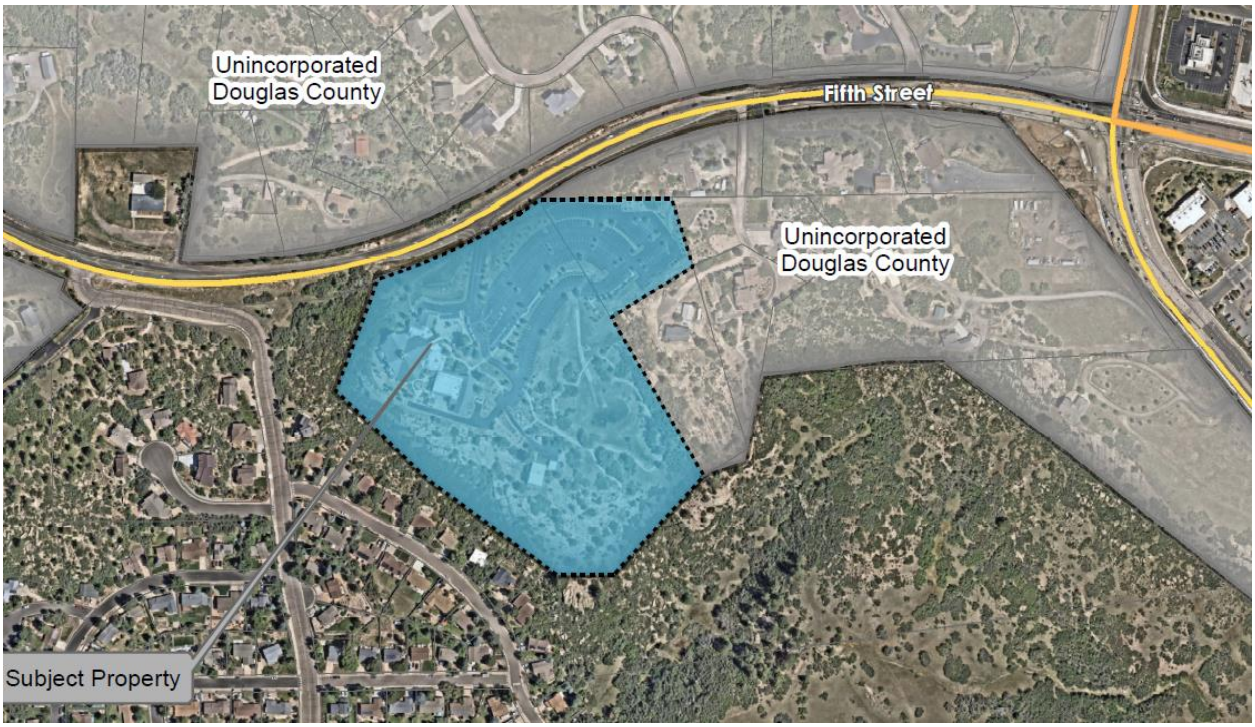
The property owner has submitted an application for annexation and zoning for a 10-acre parcel located at 895 N. Ridge Road, southwest of the intersection of State Highway 86 and N. Ridge Road. The owner proposes to zone the property to allow commercial uses, such as retail, office, restaurant, clinic 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 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: 6/16/2026

Item #: 9. **File #:** ORD 2026-019

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mike Hyman, Town Attorney
Lisa Anderson, Town Clerk

Ordinance Repealing and Reenacting Chapter 2.01 of the Castle Rock Municipal Code Regarding the Conduct of Town Elections (Second Reading - First Reading on June 2, 2026, by a vote 7-0)

Executive Summary

The Town Attorney's Office, working with outside counsel Geoff Wilson with the law firm of Wilson Willliams Fellman Dittman, has prepared an ordinance revising the Town's Election Code. The following memorandum discusses the approach we have taken in drafting the Code and the reasons why we are recommending these changes.

Article I - Election Codes in General

The Town's election laws are found in Chapter 2.01 of the Castle Rock Municipal Code. Articles II through IV address mail ballot, coordinated, and polling place elections, while Articles VI and VII address election controversies and offenses. A review of these laws, however, reveal that they are virtually identical to the corresponding State statutes.

Because these five articles do nothing more than echo State law, it is my opinion that they can be repealed in their entirety. As an alternative, Article I of Chapter 2.01 will be amended to provide for the adoption by reference of the Uniform Election Code of 1992 (UEC) to govern the Town's regular elections and the Municipal Election Code of 1965 (MEC) to govern the Town's special elections. Indeed, it should be noted that Section 4-1 of the Town Charter already requires Town elections to be conducted in accordance with the UEC.

Practically speaking, the provisions of these two codes serve primarily as a resource for the Town Clerk in her capacity as the Town's designated election official, rather than for the general public. In addition, given the frequency of changes made by the Colorado legislature, local provisions that echo State laws require constant attention, in order to maintain consistency.

Incorporation by reference prevents this headache. To aid both citizens and candidates, many

municipalities have developed “election manuals,” which explain the requirements germane to candidate elections and campaign finance reporting obligations, thereby saving candidates trying to find the law and facilitating timely filing of various documents with the Town Clerk.

Article I also sets forth the role of the Election Commission, establishes the rules governing write-in candidates and the cancellation of elections, and outlines the process by which the Town Council authorizes the Douglas County Clerk and Recorder to conduct coordinated elections. Of particular note, the deadline for write-in candidates to file an affidavit of intent to run for Town office is changed from 32 days to 63 days before the election. Likewise, in the event that there are not more candidates than offices to be filled, the deadline for the cancellation of the election is pushed back from the 29th day to the 61st day before the election. In each instance, these two changes are necessary for the Town to comply with the timeline approved by the Colorado Secretary of State for all coordinated elections.

Article II - Campaign Finance Reporting Requirements

Article XXVIII of the Colorado Constitution and the provisions of the Fair Campaign Practices Act (FCPA), Section 1-45-101, et seq., C.R.S., regulate campaign finance. Section 7 of article XXVIII governs disclosure requirements and adopts by reference the requirements of the FCPA codified at Section 1-45-108. Both article XXVIII and the FCPA provide various penalties for violation of their requirements. See Colo. Const. Art. XXVIII, §10; §1-45-111.5(1.5)(c), C.R.S. The Secretary of State is empowered to receive complaints alleging violations of article XXVIII or of the FCPA and must refer them to an Administrative Law Judge. Colo. Const. art. XXVIII, § 9(2)(a).

As relevant to the Town, however, the FCPA also provides that the requirements of Article XXVIII and the FCPA “shall not apply to ... home rule municipalities that have adopted charters, ordinances, or resolutions that address the matters covered by article XXVIII and [the FCPA].” § 1-45-116, C.R.S. Article II of Chapter 2.01 is designed to take advantage of this exception by addressing the disclosure of election campaign expenditures and contributions in Town elections. It also sets forth a detailed process for the Town Clerk to follow in processing complaints alleging violations of Article II, ensuring that such complaints are resolved at the local level rather than through the Secretary of State.

It should be noted that the revised Article II includes several amendments to the existing Article V. Among these amendments are sections that govern the registration of and reporting by political committees and small-scale issue committees and the regulation of independent expenditures. On the other hand, several important features of the existing code are retained, most importantly the absence of any restrictions on individual and aggregate contributions to candidate and ballot issue campaigns.

Article III - Reserved Powers

In the Colorado Constitution, four powers are expressly “reserved” to the voters of a home rule municipality. They are the power to:

- Initiate ordinances;
- Reconsider ordinances through referendum;

- Recall elected officials; and
- Initiate home rule charter amendments.

Each of these “reserved powers” is exercised through a citizen petition process, which, if successful, results in the matter being presented to voters at an election.

The four reserved powers are located in various articles of the Colorado Constitution. Likewise, the manner in which these powers may be exercised are located in various locations throughout the Colorado Revised Statutes. The statutes relating to the reserved powers set forth processes that are similar, but not necessarily the same, and vary widely in degrees of detail.

As a consequence, voters who wish to exercise their reserved powers, are obliged to locate, navigate and reconcile a wide variety of laws, which laws are located in multiple locations and are, at times, inconsistent. Various petition forms and processes may apply. The opportunity for omissions and other inadvertent mistakes abounds. Fortunately, for the Town, a home rule municipality, it does not have to be this way.

The purpose of Article III is to simplify and standardize the exercise of the reserved powers by Town voters. For example, Article III:

- Creates a separate Code section for each reserved power;
- Creates a standard petitioning process for all of the reserved powers, superseding the multiple petition forms found in State statutes;
- Incorporates all major language from the Charter relating to each of the reserved powers into the relevant Code section;
- Provides that the Town Clerk will supply templates for each petition form
- Clarifies the role of petition proponents as to the development of petition sections.

The principal object is to make it easier for voters to find the law that applies to whichever reserved power they are interested in, and to present in the Code a standardized petitioning process for each reserved power.

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2026-019

AN ORDINANCE REPEALING AND REENACTING CHAPTER 2.01 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE CONDUCT OF TOWN ELECTIONS

WHEREAS, the Town of Castle Rock, Colorado, (the "Town"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution (the "Home Rule Amendment"); and

WHEREAS, Town staff has completed a review and analysis of Town Charter ("Charter"), Castle Rock Municipal Code ("Code") and State law provisions concerning the Town's election processes and has recommended amendments to the Code to both streamline and improve these processes; and

WHEREAS, with regard to the rules governing those regular elections conducted as coordinated mail ballot elections by the Douglas County Clerk and Recorder, Section 4-1 of the Charter requires that such elections shall be conducted under the Colorado Uniform Election Code of 1992, as from time to time amended; and

WHEREAS, with regard to the rules governing the conduct of all other elections, Town staff recommends that such elections be conducted under Colorado Municipal Election Code of 1965, as from time to time amended; and

WHEREAS, with regard to campaign finance, the Town staff recommends that the Town exercise its authority under the Home Rule Amendment to adopt its own ordinances regulating reporting and contribution requirements for local ballot issue and ballot question elections and elections pertaining to the office of Mayor and Town Council; and

WHEREAS, with regard to the recall, Charter amendment initiative, and ordinance initiative and referendum powers reserved to Town voters, Town staff recommends consolidating the processes for the exercise of these powers and providing a uniform petitioning process for use by the Town's registered electors; and

WHEREAS, the Town Council has reviewed the proposed amendments and additions to the Code and has determined that such amendments and additions are in the best interests of the public health, safety, and welfare and desires to adopt the same.

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

Section 1. **Legislative Findings.** The recitals to this Ordinance are adopted as findings of the Town in support of enactment of this Ordinance.

Section 2. **Repeal and Reenactment**. Chapter 2.01, Articles I through IV and Articles VI through VII of the Castle Rock Municipal Code are hereby repealed and reenacted as Chapter 2.01, Article I, which Article reads as follows:

Article I. – General

2.01.100 - Town elections; Election Commission; powers of Town Clerk or designee.

A. All Town elections shall be held pursuant to this Article. A regular election shall be held each even-numbered year on the first Tuesday following the first Monday of November.

B. In accordance with the Charter, the Election Commission shall have charge of all activities and duties required of it by the Charter and this Article relating to the conduct of elections in the Town. In any case where election procedure is in doubt, the Election Commission shall prescribe the procedure to be followed.

C. The Election Commission shall have such authority to adjust the boundaries of districts as is provided for by Section 4-5 of the Charter. In addition, upon the annexation of territory into the Town, the Election Commission shall determine into which district such territory shall be included; provided, however, that no such determination shall be made within the one hundred twenty (120) days before a regular Town election.

D. The Election Commission shall have the power to adopt reasonable rules and regulations not inconsistent with the Constitution and the State of Colorado, the Charter and this Article.

E. Except where otherwise provided in this Article, the Town Clerk shall render all interpretations and shall make all initial decisions as to controversies or other matters arising in the operation of this Article. All powers and authority granted to the Town Clerk by this Article may be exercised by the Town Clerk's designee in the absence of the Town Clerk or in the event the Town Clerk for any reason is unable to perform his or her duties.

2.01.110 - Affidavit of intent.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the Town Clerk by the person whose name is written in at least sixty-three (63) days before the date of the election, indicating that such person desires the office and is qualified to assume the duties of that office if elected. The Town Clerk shall maintain an appropriate form of affidavit in the Town Clerk's office.

2.01.120 - Election may be cancelled.

If the only matter before the voters in any district of the Town is the election of persons to office and if, at the close of business on the sixty-first (61st) day before the election, there are not more candidates than offices to be filled at such election for the district, including candidates filing affidavits of intent pursuant to Section 2.01.110, the Town Clerk, if instructed by resolution of the

Town Council either before or after such date, shall cancel the election for such district and by resolution declare the candidates elected. Notice of such cancellation shall be posted on the Town of Castle Rock website in order to inform the electors of the Town. If the election was to be conducted as a polling place election pursuant this Article, notice of such cancellation shall also be posted at each polling place and in not less than one other public place.

2.01.130 - Coordinated and Contracted Elections.

A. The Town Council may determine that any regular or special election shall be conducted as a coordinated election by ordinance adopted no later than one hundred (100) days prior to the date of the election. Coordinated elections shall be conducted in accordance with an intergovernmental agreement between the Town and the Douglas County Clerk signed no later than seventy (70) days prior to the election.

B. An ordinance is deemed adopted under this Section on the date the Town Council has taken final action on such ordinance, irrespective of any provision in this Code.

2.01.140 - Nominations.

A. Nominating petitions will be available to circulate 91 days prior to the election and must be received by the Town Clerk no later than 71 days prior to the election

B. Candidates must meet the qualifications for Mayor or Councilmember as outlined in Section 2-4 of the Town Charter.

C. Candidates must circulate their own nomination petitions and must complete the circulator affidavit attached to the nomination petition prior to filing with the Town Clerk.

D. Nominations for Councilmember candidates shall be made by petition on forms provided by the Town Clerk signed by at least twenty-five (25) registered electors residing within the nominee's district.

E. Nominations for Mayor candidates shall be made by petition on forms provided by the Town Clerk signed by at least ten (10) registered electors residing within each of the six (6) Councilmember districts.

F. Candidates must complete the acceptance of nomination form attached to the nomination petition prior to filing with the Town Clerk.

G. If a nomination petition is insufficient, the candidate has until the deadline set forth in Subsection A, above, to cure the existing signatures or add additional signatures. If the nomination petition is insufficient by the deadline, the nomination petition will be rejected and the candidate will not appear on the ballot.

H. The names of candidates nominated shall be arranged on the ballot by lot as prescribed by the Town Clerk under the designation of the office.

2.01.150 – Partial Terms.

A partial term shall not be counted for purposes of determining term limits. For purposes of this section, a partial term is defined as serving less than one-half (½) of the term.

2.01.160 - Submission of questions by Town Council.

The Town Council may, without receipt of any petition, submit any proposed or adopted ordinance or resolution or any question to a vote of the registered electors by resolution or ordinance no later than sixty (60) days prior to the date of the election.

2.01.170 – Computation of Time.

A. In computing time for any act to be done before any regular or special municipal election, the first day shall be included, and the last, or election day, shall be excluded.

B. In computing time for any act to be done after any regular or special municipal election, the first, or election day, shall be excluded and the last day shall be included.

C. Calendar days, including Saturdays, Sundays, and legal holidays, shall be used in all computations of time made under this section.

D. If the time for any act to be done or the last day of any period is a Saturday, Sunday, or a legal holiday, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.

2.01.180 - Applicable law.

Except as otherwise provided by this Code or by council ordinance or resolution calling an election or submitting an issue to the voters at an election:

A. The Colorado Municipal Election Code of 1965 (Section 31-10-101, *et seq*., C.R.S.) as now existing or hereafter amended or modified, shall govern Town elections, including mail ballot elections not coordinated by the Douglas County Clerk and Recorder; and

B. For the purposes of participating in coordinated elections, as defined in the Colorado Uniform Election Code of 1992 (Section 1-1-101, *et seq*., C.R.S.), including coordinated mail ballot elections, as defined in the Colorado Mail Ballot Election Act (Section 1-7.5-101, *et seq*., C.R.S.), the Town adopts and will follow all applicable provisions of those statutes, as now existing or hereafter amended or modified, notwithstanding any contrary provisions of the Colorado Municipal Election Code of 1965 (Section 31-10-101, *et seq*., C.R.S.).

Section 3. **Repeal and Reenactment**. Chapter 2.01, Article V, of the Castle Rock Municipal Code is hereby repealed and reenacted as Chapter 2.01, Article II, which Article reads as follows:

Article II. – Campaign Finance

2.01.200 - Legislative declaration.

A. The Town Council hereby finds and declares that that preserving the integrity and openness in the political process is a matter of the highest public interest; that the people of the Town can be better served through a more informed electorate; that the trust of the people is essential to representative government; and that full and timely public disclosure of campaign contributions and expenditures is necessary to promote public confidence in government and to protect the integrity of the electoral process.

B. The Town Council enacts the ordinances contained in this Article for purposes of superseding the requirements of state law and regulating reporting and contribution requirements for local ballot issue and ballot question elections and elections pertaining to the office of Mayor and Town Council, including elections related to the recall of such officers.

2.01.205 - Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section:

Anything of value shall mean, by illustration only, goods, equipment, devices, products, in kind services, labor, assistance and professional advice.

Ballot issue or question (also referred to as *issue*) shall mean any measure put to a vote of the registered electors of the Town at any election held under the provisions of the Town Code or Charter. For purposes of this Article, ballot issue or ballot question (or issue) shall also mean any measure for which recall, initiative or referendum proceedings have been commenced. As used in this Section, commenced shall mean the date the form of the petition is approved by the Town Clerk.

Candidate shall mean any person who seeks nomination or election to the office of Mayor or Councilmember at any Town election, including an election seeking the recall of the Mayor or a Councilmember. A person is a candidate if the person has publicly announced an intention to seek such election or has filed a nominating petition in person with the Town Clerk for the office of Mayor or Councilmember. Candidate shall also mean any elected official who is the subject of recall proceedings, or one who seeks to replace such an elected official upon recall.

Candidate committee shall mean a person, including the candidate, or persons with the common purpose of receiving contributions and making expenditures under the authority of a candidate. A candidate shall have only one candidate committee. A contribution to a candidate

shall be deemed a contribution to the candidate committee. A candidate committee shall be considered open and active until the committee has filed a termination report with the Town Clerk.

Committee shall mean a candidate committee, issue committee, small-scale issue committee, or political committee.

Committee expenditure shall mean an expenditure made directly from a committee's account.

Contribution shall mean:

1. The payment, loan, pledge, gift or advance of money, or guarantee of a loan, made to any committee;

2. Any payment of money made to a third party for the benefit of any committee;

3. Anything of value given, directly or indirectly, to a candidate committee for the purpose of promoting the candidate's nomination, retention, recall or election or to an issue committee for the purpose of promoting the passage or defeat of any ballot issue or ballot question; or

4. With regard to a contribution for which the contributor receives compensation or consideration of less than equivalent value for such contribution, including, but not limited to, items of perishable or nonpermanent value, goods, supplies, services, or participation in a campaign-related event, an amount equal to the value in excess of such compensation or consideration as determined by the committee.

"Contribution" shall include expenditures that are controlled by or coordinated with a candidate or candidate's registered agent. Such coordinated expenditures are deemed to be both contributions by the maker of the expenditures, and expenditures by the candidate committee.

"Contribution" shall not include services provided without compensation by individuals volunteering time on behalf of a candidate or committee.

Contribution in-kind shall mean the fair market value of a gift or loan of any item of real or personal property, other than money, made to or for any committee for the purpose of influencing the nomination, retention, election or defeat of any candidate or passage or defeat of a ballot issue or ballot question. Personal services shall be considered a contribution in kind by the person paying compensation therefor. In determining the value to be placed on contributions in-kind, a reasonable estimate of fair market value shall be used.

"Contribution in-kind" shall not include an endorsement of a candidate by any person and shall not include the payment of compensation for legal and accounting services rendered to a committee if the person paying for the services is the regular employer of the individual rendering the services and the services are solely for the purpose of ensuring compliance with the provisions of this Article.

Expenditure shall mean the payment, distribution, loan, gift or advance of any money for goods or services by any person or organization for the purpose of expressly advocating the election or defeat of any candidate. or passage or defeat of a ballot issue or ballot question. An expenditure occurs when the actual payment is made or cost is incurred or when there is a contractual agreement and the amount is determined or when goods are first delivered or services commence, the date of the expenditure being the date when the first of any of these events occurs.

1. If any portion of goods or services obtained or purchased by a person are used in any manner by any person or organization for the purpose of expressly advocating the election or defeat of any candidate, or passage or defeat of a ballot issue or ballot question, the pro rata value of such portion of goods or services shall constitute an expenditure.

2. "Expenditure" shall not include any cost incurred in covering or carrying any news story, editorial endorsements, opinion or commentary writings, or letters to the editor by any broadcasting station (including a cable television operator, programmer or producer), newspaper, magazine, or other periodical publication, including any Internet or electronic publication, that is viewable by the general public and is primarily devoted to the dissemination of news and editorials to the general public, and is not owned or controlled by a committee.

3. Expenditures that are controlled by or coordinated with a candidate or candidate's registered agent are deemed to be both contributions by the maker of the expenditures, and expenditures by the candidate committee.

Immediate family shall mean a spouse, domestic partner, child, brother, sister, parent, parent-in-law, uncle or aunt. “Domestic partner” shall mean an unmarried adult, unrelated by blood, with whom an unmarried official or employee has an exclusive, committed relationship, maintains a mutual residence, and shares basic living expenses.

Independent expenditure shall mean an expenditure that is not controlled by or coordinated with any candidate or agent of such candidate. Expenditures that are controlled by or coordinated with a candidate or candidate’s agent are deemed to be both contributions by the maker of the expenditures, and expenditures by the candidate committee.

Issue committee shall mean any person, as defined in this Section, or any group of two or more persons that may include natural persons:

1. That has a major purpose of supporting or opposing any ballot issue or ballot question; and

2. That has accepted contributions or made expenditures in excess of five thousand dollars ($5,000.00) or more to support or oppose any ballot issue or ballot question.

"Issue committee" shall not include small-scale issue committees as otherwise defined in this Section.

Person shall mean any individual, partnership, committee, association, corporation, labor organization or other organization or group of persons.

Political committee shall mean any person(s), who are elected, appointed or chosen, or have associated themselves, for the purpose of making contributions to a candidate or candidate's committees or other political committees, or to make expenditures in support of or opposition to candidates, or in support of or opposition to recall questions.

"Political committee" shall not include:

1. Candidate committees as otherwise defined in this section; or

2. Any partnership, committee, association, corporation, labor organization or other organization or group of persons previously established for a primary purpose outside the scope of this Article.

Publicly announced means that a person has made a statement signifying an interest in the office by means of a speech, advertisement or other communication reported or appearing in public media or in any place accessible to the public. Such statement includes a stated intention to explore the possibility of seeking an office. The registration of a candidate committee shall also constitute a public announcement of an intention to seek election or retention.

Registered agent shall mean the person named on a committee registration form filed with the Town Clerk that will serve as the committee's point of contact for all inquiries. A candidate may be the registered agent.

Small-scale issue committee means an issue committee that has accepted or made contributions or expenditures in an amount of two hundred dollars ($200.00) or more that does not exceed five thousand dollars ($5,000.00) during an applicable election cycle for the major purpose of supporting or opposing any ballot issue or ballot question. The following are treated as a single small-scale issue committee that support or oppose a common ballot measure if the committees are established, financed, maintained, or controlled by:

1. A single corporation or its subsidiaries; or

2. A single labor organization or the affiliated local units it directs; or

3. Substantially the same person, group of persons, or other organizations.

Termination report shall mean a final report prepared by a committee and filed with the Town Clerk which discloses the committee's contributions received, expenditures made and obligations entered into, when the following conditions have been met:

1. The committee no longer intends to receive contributions or make expenditures; and

2. A zero balance exists in the account established and maintained by the committee and the committee has no outstanding debts or obligations.

Unexpended campaign contributions shall mean the balance of funds on hand in any committee following an election, less the amount of all unpaid monetary obligations incurred prior to the election.

2.01.210 - Registration of committees.

All candidate committees, issue committees, and political committees shall register with the Town Clerk before accepting or making any contributions. Registration shall be on forms provided by the Town Clerk and shall include the following information:

A. The committee's full name, spelling out any acronyms used therein;

B. A natural person authorized to act as a registered agent;

C. A street address and telephone number for the principal place of operations;

D. All affiliated candidates and committees;

E. The purpose or nature of interest of the committee.

2.01.215 - Campaign contributions.

A. No Limits on Contributions. Notwithstanding Section 1-45-103.7(1.9), C.R.S., there shall be no limit on the amount of aggregate contributions that any one person may make to a candidate committee of a candidate for a municipal office, and that a candidate committee for such candidate may accept from any one such person.

B. Contributions from one candidate committee to another.

1. No candidate committee shall make a contribution or contribution in kind to, or accept a contribution or contribution in kind from, a candidate committee of another candidate.

2. No candidate committee shall accept a contribution or contribution in kind from a candidate committee of the same candidate that was established or maintained for a federal, state or county election campaign or office.

3. Contributions made to a candidate committee by another candidate committee established by the same candidate for the office of Mayor or Town Council are expressly permitted.

C. Recordkeeping. All contributions received by a candidate committee, issue committee, or political committee shall be deposited and maintained in a financial institution in a separate account whose title shall include the name of the committee or candidate. All records pertaining to such accounts shall be maintained by the committee for ninety (90) days following any election in which the committee received contributions unless a complaint has been filed alleging a violation of the provisions of this Article, in which case they shall be maintained until final disposition of the complaint and any subsequent court proceedings. Such records shall be subject to inspection at any hearing held pursuant to this Article.

2.01.220 - Disclosure; filing of reports by candidates, candidate committees, issue committees and political committees.

A. All candidate committees, issue committees, and political committees shall report to the Town Clerk their contributions and contributions in kind received, including the name and address of each person who has made contributions or contributions in kind in the amount of $20.00 or more, all expenditures made, and all obligations entered into by the committee. Copies of receipts must be attached to the form for all single expenditures exceeding $100.00.

B. Reports shall be due on the thirty-second (32nd) day prior to the election; the twenty-first (21st) day prior to the election; the eleventh (11th) day prior to the election; the Friday before the election; fifteen (15) days after the election; and on the first (1st) day of each quarter (July 1, October 1, January 1 and April 1) following the election until a termination report is filed. If the reporting day is on a weekend or a legal holiday, the report shall be filed by the close of the next business day. The reporting period shall close five (5) calendar days prior to the date the report is due.

C. The reports required by this section shall include the balance of funds at the beginning and end of the reporting period, the total of contributions received, the total of expenditures made during the reporting period and the name and address of the financial institution used by the committee.

D. All reports shall be submitted on forms provided by the Town Clerk and shall be complete in all respects.

E. A report required to be filed by this Article is timely if the original report is received by the Town Clerk not later than the close of business on the due date or if a signed report is scanned and filed by electronic mail with the Town Clerk on or before the date due. For purposes of this provision, the original report shall mean a copy containing an original signature of the person completing the report.

F. Any report that is deemed by the Town Clerk to be incomplete or inconsistent with the requirements of this Article shall be accepted on a conditional basis, and the committee registered agent shall be notified in writing as to any deficiencies. Such notice may be

delivered in person, by United States mail, or by electronic mail. The committee registered agent shall have seven (7) business days from the date of delivery of such notice to file an amended report that cures the deficiencies. Any such amended report shall supersede the original report filed for the reporting period.

G. Any candidate committee, issue committee, or political committee that has not accepted any contributions or contributions in kind, made any expenditures, or entered into any obligations during a reporting period, shall file a report with the Town Clerk on the days specified in Subsection B, above, certifying that the committee has not accepted any contributions or contributions in kind, made any expenditures or entered into any obligations during the relevant reporting period.

2.01.225 - Disclosure; filing of reports by small-scale issue committees.

A. Notwithstanding any of the requirements of this Article to the contrary, a small-scale issue committee that accepts or makes contributions or expenditures in an aggregate amount during any applicable election cycle that does not exceed two hundred dollars ($200.00) is not required to disclose or file reports about the contributions or expenditures it has made or received or otherwise register as an issue committee in connection with accepting or making such contributions or expenditures.

B. A small-scale issue committee that accepts or makes contributions or expenditures in an aggregate amount during any applicable election cycle of between two hundred dollars ($200.00) and five thousand dollars ($5,000.00) shall register with the Town Clerk within ten (10) business days of the date on which the aggregate amount of contributions or expenditures exceeds two hundred dollars ($200.00). Registration shall be on forms provided by the Town Clerk and shall include the following information:

1. The committee's full name, spelling out any acronyms used in the name;

2. The name of a natural person authorized to act as a registered agent of the committee;

3. A street address for the principal place of business of the committee;

4. The purpose or nature of interest of the committee; and

5. The name of the financial institution in which, in a separate account bearing the name of the committee, all contributions received by the committee are deposited.

C. A small-scale issue committee described in Subsection B, above, is not required to make any disclosure about any contributions or expenditures it has made or received.

D. At such time as an issue committee that began as a small-scale issue committee accepts or makes contributions or expenditures in an aggregate amount during any applicable election cycle that exceeds five thousand dollars ($5,000.00), the committee shall:

1. Report to the Town Clerk, for each particular contribution or expenditure accepted or made, the name and address of each person who has made such contribution and the amount of each specific contribution and expenditure accepted or made by the committee;

2. Make disclosure of any contributions or expenditures it accepts or makes on or after the date on which such aggregate amount exceeds five thousand dollars ($5,000.00) in compliance with all applicable requirements under this Article pertaining to the disclosure by an issue committee of its contributions or expenditures accepted or made; and

3. Report this change in the committee's status through its registered agent to the Town Clerk within fifteen (15) days of becoming subject to the applicable requirements governing an issue committee under this Article.

2.01.230 - Independent Expenditures

A. Any person, excluding a committee required to register under this Article, who receives no contributions and makes independent expenditures in connection with any particular candidate totaling in the aggregate more than one thousand dollars ($1000.00) shall report any such independent expenditures made after that threshold is met to the Town Clerk on a form provided by the Town Clerk no later than three (3) business days after the day that funds are obligated to pay for said independent expenditure. Said notice shall include the following information, together with any other information required by the Town Clerk:

1. The name, address and telephone number of the person making the independent expenditures;

2. The name of the candidate that the independent expenditures are intended to support or oppose;

3. The name and address of the vendor(s) providing the property, materials or services;

4. A detailed description of the independent expenditures sufficient to allow for determination of compliance with this section;

5. The amount of the independent expenditures;

6. The date the funds were obligated; and

7. Copies of receipts, invoices, or other documentation related to the independent expenditure.

B. For the purposes of this provision, funds shall be considered to have been obligated as soon as an agreement is reached for the provision of the property, materials or services in question, regardless of when payment is to be made for such property or services.

C. All independent expenditures shall be documented and all records pertaining to independent expenditures, including but not limited to invoices, receipts, instruments of payment, and copies of any public communications produced as a result of the expenditure, shall be maintained for one (1) year following any election in which the funds were expended unless a complaint has been filed under Section 2.01.255.A alleging a violation of the provisions of this Article, or the person or committee has received notice of an investigation or prosecution of a violation of this Article by the Town or other law enforcement authority, in which case they shall be maintained until final disposition of the complaint and any consequent court proceedings. Such records shall be made available within three (3) business days upon request of the Town and subject to inspection in connection with any hearing held pursuant to this Article.

D. Any person or persons, excluding a committee otherwise required to register under this Article, who makes or make independent expenditures in connection with any particular Town election totaling in the aggregate five thousand dollars ($5,000.00) or more, shall register as a political committee within three (3) business days of having made expenditures in excess of such threshold. The initial report of the committee shall provide the dates of any reports of independent expenditures previously made and the source of funds for said previously reported expenditures. After registering as a political committee, they must comply with reporting under this Article.

2.01.235 - Reports to be public record.

A. Upon receipt of any campaign finance report submitted pursuant to this Article, the Town Clerk shall, in accordance with applicable law, make such report available for public inspection by posting on the Town of Castle Rock website or upon written request therefor.

B. No information contained in any campaign report submitted pursuant to this Article shall be sold or used by any person for the purpose of soliciting contributions or for any commercial purpose.

2.01.240 - Unexpended campaign contributions.

A. Unexpended campaign contributions to a candidate committee may be:

1. Contributed to a candidate committee established by the same candidate for a subsequent Town Council campaign, if the candidate committee making such a contribution is closed by the candidate not later than ten (10) days after the date such a contribution is made;

2. Donated to a charitable organization recognized by the Internal Revenue Service; or

3. Returned to the contributors.

B. In no event shall contributions to a candidate committee be used for personal purposes not reasonably related to supporting the election or retention of the candidate.

C. In addition to any use described in Subsection A, above, a person elected to the office of Mayor or Town Council, or retained in office following a recall attempt, may use unexpended campaign contributions held by the person's candidate committee for any of the following purposes:

1. Voter registration;

2. Political issue education, which includes obtaining information from or providing information to the electorate;

3. Postsecondary educational scholarships;

4. To defray reasonable and necessary expenses related to mailings and similar communications to constituents;

5. Any expenses that are directly related to such person's official duties as an elected official, including, but not limited to, expenses for the purchase or lease of office equipment and supplies, room rental for public meetings, necessary travel and lodging expenses for legislative education such as seminars, conferences and meetings on legislative issues, and telephone and pager expenses.

D. A candidate committee for a former officeholder or a person not elected to office shall expend all of the unexpended campaign contributions retained by such candidate committee, for the purposes specified in Subsection A, above, not later than five (5) years from the date such officeholder's term expired or from the date of the election at which such person was a candidate for office, whichever is later.

E. Unexpended contributions to an issue committee or political committee may be donated to any charitable organization recognized by the Internal Revenue Service or returned to the contributors.

2.01.245 - Duties of Town Clerk.

The Town Clerk shall:

A. Prepare forms and complete instructions and make them available with information about the provisions of this Article to assist candidates, committees, and the public in complying with the reporting provisions and requirements of this Article;

B. Develop a filing and indexing system consistent with the purposes of this Article;

C. Keep a copy of any report or statement required to be filed by this Article for a period of one (1) year from the date of filing. In the case of candidates who were elected, those candidate's reports and filings shall be kept for one (1) year after the candidate leaves office;

D. Make reports and statements filed under this Article available as required by law for public inspection not later than the end of three (3) business days after the date of filing;

E. Upon request by the Secretary of State or in response to any order issued by a court of competent jurisdiction, transmit records and statements filed under this Article to the Secretary of State or as otherwise directed by court order;

F. Notify any person who has failed to fully comply with the provisions of this Article;

G. Report apparent violations of this Article to the Town Manager or designee, who may refer such violations to an independent hearing officer in accordance with Section 2.01.255.H for determination of violations of this Article; and

2.01.250 - Immunity from penalty.

Any individual volunteering his or her time on behalf of a candidate or committee shall be immune from any liability for a penalty imposed if:

A. The volunteer was acting in good faith and within the scope of such volunteer's functions and duties; and

B. The violation was not caused by willful and intentional misconduct by such volunteer.

2.01.255 – Violations and complaints.

A. Any resident of the Town or Town employee charged with duties related to this Article who believes that a violation of this Article or, if applicable, any state campaign finance law has occurred in relation to a Town election may file a written complaint with the Town Clerk.

B. Complete complaints must be filed no later than thirty (30) calendar days after the complainant knew or should have known by the exercise of reasonable diligence of the alleged violation.

C. A complete written complaint filed with the Town Clerk shall include the Town Clerk's complaint cover sheet which must include the following information:

1. The name, address, e-mail address, telephone number and signature of the complainant; provided, that, if the complainant is represented by counsel, include the counsel's name, address, e-mail address, telephone number and signature along

with the name, address, e-mail address, telephone number and signature of the complainant;

2. The name and, if known, the telephone number and address of the respondent(s) (i.e., each person alleged to have committed a violation);

3. The particulars of the alleged violation including a citation to the law(s) alleged to have been violated; and

4. Any documentation or other evidence supporting the allegation(s).

D. If an incomplete complaint is received, the date on which the originally filed complaint was received shall be considered the filing date if a complete copy is received within three (3) business days of notification from the Town Clerk that the complaint was incomplete.

E. A complaint may be submitted in person or by electronic mail if signed and scanned to the Town Clerk.

F. Initial review.

1. The Town Clerk will review the complaint to determine:

a. Whether the complaint was timely filed; and

b. Whether the complainant has specifically identified one or more violations of this Article or, if applicable, any state campaign finance law.

2. Within ten (10) business days of receiving the complaint, the Town Clerk shall take one or more of the following actions:

a. If the Town Clerk determines that the complaint was not complete as described in Subsection C, above, not timely filed, or has not specifically identified one or more violations of this Article, or if applicable, any state campaign finance law, the Town Clerk will dismiss the complaint and notify the complainant and respondent of the reasons for dismissal. The Town Clerk's dismissal is a final decision that is subject to review under Rule 106 (a)(4) of the Colorado Rules of Civil Procedure.

b. If the Town Clerk determines that the complaint alleges one or more curable violations as described in Subsection G, below, the Town Clerk will notify the respondent(s) and provide an opportunity to cure as described in Subsection G, below.

c. If the Town Clerk determines that the complaint alleges one or more violations, and that the asserted violations may not be curable as described

in Subsection G, the Town Clerk will take the actions set forth in Subsection H, below.

G. Curing violations.

1. Upon the Town Clerk's determination that a complaint alleges a failure to file or otherwise disclose required information, or any other curable violation of an obligation under this Article or, if applicable, any state campaign finance law, the Town Clerk will notify the respondent(s) by electronic mail, or United States mail if electronic mail is unavailable, of the curable deficiencies alleged in the complaint.

2. Respondent(s) shall have ten (10) business days from the date the notice is mailed electronically or by United States mail to file an amendment to the relevant report or reports that cures any deficiencies specified in the notice.

3. After the period for cure, the Town Clerk will determine, within five (5) business days, whether the respondent(s) cured the violation(s).

a. If the Town Clerk determines that respondent(s) cured the violation(s), the Town Clerk shall dismiss the complaint and notify complainant and respondent of such cure and dismissal.

b. If the Town Clerk determines that respondent(s) failed to cure the violation(s), the Town Clerk shall notify respondent(s) of such determination, together with the fine or other penalty imposed pursuant to Subsection O, below.

c. Respondent(s) shall have ten (10) business days from the date of the Town Clerk's notice of determination to either pay the fine and accept any penalty imposed or contest the violation by submitting to the Town Clerk a request for a hearing.

H. Upon receipt of a request for a hearing under Subsection G.3.c, above, or upon the Town Clerk's determination that the complaint falls under Subsection F.2.c., above, the Town Clerk shall notify the Town Manager of the complaint. The Town Manager, after consultation with the Town Clerk and the Town Attorney, shall refer the complaint to an independent hearing officer to hear and determine such complaint. The hearing officer may receive reasonable compensation for his or her services.

I. An informal hearing shall be scheduled as soon as practicable with due regard for the convenience and necessity of the parties but, unless an extension of time is granted as set forth in Subsection K, below, the hearing shall be held within fifteen (15) calendar days of referral of the complaint to the hearing officer.

J. Notice of the hearing and any applicable rules governing the hearing process shall be sent to the complainant and to the respondent(s), who shall also receive a copy of the entire complaint received by the Town Clerk, within two (2) business days of the date of referral of the complete complaint to the hearing officer and may be delivered by electronic mail or by United States mail, if electronic email is unavailable, to the address of the complainant shown on the complaint form and to the respondent(s).

K. Upon written motion, the hearing officer may grant the respondent(s) a continuance of the hearing of up to fifteen (15) calendar days upon a showing of good cause.

L. The testimony in every such hearing shall be under oath. Upon the request of either party, the hearing officer shall have the power to issue subpoenas and compel the attendance of witnesses.

M. The hearing shall be electronically audibly recorded. The hearing may be held virtually, at the discretion of the hearing officer. At the hearing, the complainant and the respondent(s) shall be present and the complainant shall have the burden of proof by a preponderance of the evidence presented.

N. Following the hearing, the hearing officer shall issue a decision within seven (7) business days. The decision may be issued orally at the conclusion of the hearing or may be issued in writing, at the discretion of the hearing officer.

O. If the hearing officer determines, after a hearing, that a violation has occurred, the hearing officer's decision shall include any appropriate order, sanction or relief authorized hereunder and may include, without limitation, sanctions as follows:

1. Impose a civil penalty of at least double and up to five times the amount contributed, received or spent in violation of any contribution prohibition or limitation or in violation of a contribution reporting requirement.

2. Impose a civil penalty of up to $50.00 per day for each day that a statement or other information required to be filed pursuant to this Article, or if applicable, any state campaign finance law is not filed by the close of business on the day due.

3. Order disclosure of the source and amount of any undisclosed contributions or expenditures.

4. Order the return to the donor of any contribution made which was the subject of the violation.

P. The hearing officer's determination under Subsections N and O, above, is a final decision subject to review under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

Q. Candidates shall be personally liable for penalties imposed upon the candidate's committee.

R. Civil penalties may be collected in the same manner as a municipal court judgment under this Code, including the use of a private collection agency.

S. In no event shall the Town take any action, including referring the penalty debt to a collection agency as contemplated by Subsection R, above, but not including action of the collection agency, to collect civil penalties assessed hereunder after the date that is more than one year from the date that the filing was due.

Section 4. **Repeal and Reenactment**. Chapter 2.01, Article VIII, of the Castle Rock Municipal Code is hereby repealed and reenacted as Chapter 2.01, Article III, which Article reads as follows:

Article III. – Miscellaneous Requirements

2.01.300 - Recall from Office

A. Authority. Pursuant to Section 15-3 of the Charter, any person holding elective office, including the office of Mayor or Town Council, may be recalled at any time after six (6) months in office, pursuant to the procedures set forth in the Charter and in those State statutes, as from time to time amended, which do not conflict with the Charter and which establish procedures for the recall of municipal elective officers.

B. Limitation. No recall election shall be held if the person sought to be recalled occupies one of the offices to be filled at a regular election which is scheduled within ninety (90) days after submission of the recall petition.

C. Petition representatives. Petition representatives shall only be those registered electors who may vote in the subsequent recall election, if such election is held.

D. Petition process. A recall petition will be circulated as generally set forth in Section 2.01.340.

E. Commencement of the recall process. The recall of a Councilmember or the Mayor shall be commenced by the recall proponents submitting a draft form of a recall petition to the Town Clerk for approval, as provided in Section 31-4-502(1)(c), C.R.S., and Section 2.01.340.

F. Time for filing. A recall petition shall be filed with the Town Clerk not later than thirty (30) days from the date that the form of the petition was approved by the Town Clerk.

G. Signatures required. A recall petition of the Mayor shall be signed by registered electors of the Town. A recall petition of a Councilmember shall be signed by registered electors of the district from which the incumbent sought to be recalled was elected as such district is constituted at the time of the petition. The signers of a recall petition for Mayor or Councilmember shall number at least twenty-five percent (25%) of the entire vote cast at the last preceding election for all candidates for the office which the incumbent sought to

be recalled occupies. For the purpose of this subsection, the "last preceding election" shall be the last preceding election at which the person sought to be recalled was elected to office, unless the person sought to be recalled was appointed to fill a vacancy, in which event it shall be the last preceding election at which the person who created the vacancy was elected to office.

H. Validity. No signature on a recall petition shall be valid if signed on a date prior to the date the form of the petition was approved by the Town Clerk.

I. Additional signature requirement. After one recall petition and election, no further petition shall be filed against the same person during the term for which such person was elected or appointed, unless the signers number at least fifty percent (50%) of the votes cast at the last preceding election for all candidates for the office held by such person, the number to be determined in the manner described in Subsection G, above.

2.01.310 - Charter Amendment Initiatives

A. Authority. The provisions of this section are intended to supplement and not conflict with State statutory provisions for charter amendments set forth in the Municipal Home Rule Act of 1971, located at Section 31-2-210, C.R.S., and as amended from time to time.

B. Measure in ordinance form. All proposed charter amendment measures shall be presented in ordinance form.

C. Petition process. A charter amendment petition will be circulated as generally set forth in Section 2.01.340.

D. Commencement of the charter amendment initiative process. The petition process shall be commenced by filing with the Town Clerk a written statement of intent to circulate a charter amendment petition signed by at least five (5) registered electors of the Town, as provided in Section 31-2-210(1)(a)(I), C.R.S., and as amended from time to time.

E. Time for filing. A charter amendment petition shall be filed with the Town Clerk not later than ninety (90) days from the date the statement of intent was filed with the Town Clerk, pursuant to the provisions of Section 2.01.340. The Town Clerk shall not accept any charter amendment petition for filing which is not timely filed under this section. The proposed Charter amendment shall be placed upon the ballot at either a regular or special municipal election subject to all constitutional, statutory, and municipal ordinance deadlines having been met.

F. Signatures required.

1. Regular election. A petition to submit a charter amendment at the next regular election must be signed by at least five percent (5%) of the registered electors of the Town registered on the date of filing the statement of intent and must be filed

with the Town Clerk at least ninety (90) days prior to the date of said regular election.

2. Special election. A petition to submit a charter amendment at a special election must be signed by at least ten percent (10%) of the registered electors of the Town registered on the date of filing the statement of intent and must be filed with the Town Clerk at least ninety (90) days prior to the approximate date of the special election stated in the petition.

3. Validity. No signature on a charter amendment petition shall be valid if signed on a date prior to the date the form of the petition was approved by the Town Clerk.

2.01.320 - Initiative and Referendum

A. Initiative and referendum petitions – Generally.

1. Measure in ordinance form. All proposed initiative or referred measures shall be presented in ordinance form.

2. Authority and scope of initiative power. As reserved in Section 15-1(a) of the Charter, the initiative power is extended to the Town's registered electors as to ordinances of every character, including legislative and administrative ordinances. Any initiated measure shall be in the form of an ordinance. The measure shall be initiated pursuant to the procedures set forth in the Charter and in those State statutes, as from time to time amended, which do not conflict with the Charter and which establish procedures for a municipal initiative.

3. Authority and scope of referendum power. As reserved in Section 15-2(a) of the Charter, the referendum power is hereby extended to the Town's registered electors as to ordinances of every character, including legislative and administrative ordinances, but not to any ordinance which is necessary for the immediate preservation of the public peace, health, or safety unless otherwise provided in the Charter. The ordinances to which the referendum power is extended may be referred pursuant to the procedures set forth in the Charter and in those State statutes, as from time to time amended, which do not conflict with the Charter and which establish procedures applicable to a municipal referendum.

B. Petition process. An initiative or referendum petition will be circulated as generally set forth in Section 2.01.340.

C. Commencement of proceedings. Any registered elector of the Town may commence initiative or referendum proceedings by filing a statement of intent with the Town Clerk to circulate an initiative or referendum petition, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

D. Time for filing.

1. Initiative. The petition for an initiative shall be filed with the Town Clerk not later than (90) days from the date the statement of intent was filed with the Town Clerk.

2. Referendum. A petition for a referendum shall not be of any force or effect unless the petition is filed with the Town Clerk not later than thirty (30) days after adoption by the council of the ordinance sought to be reconsidered.

E. Signatures required.

1. Initiative. An initiative petition shall be signed by registered electors of the Town equal in number to at least ten percent (10%) of the total number of electors of the Town registered on the date the statement of intent was filed with the Town Clerk.

2. Referendum. A referendum petition shall be signed by registered electors of the Town equal in number to at least ten percent (10%) of the total number of electors of the Town registered on the date the statement of intent was filed with the Town Clerk.

3. Validity. No signature on an initiative or referendum petition shall be valid if signed on a date prior to the date the form of the petition was approved by the Town Clerk.

4 Suspension of ordinance. If a referendum petition is timely filed, the ordinance or part thereof protested against shall be suspended from taking effect. Such suspension shall terminate when:

a. There is a final determination of insufficiency of the petition, as provided in Section 2.01.340;

b. The petitioner's committee withdraws the petition;

c. The Town Council repeals the ordinance, as provided in Section 2.01.320.F; or

d. Thirty (30) days have elapsed after a favorable vote by Town electors on the ordinance.

F. Council action; election.

1. Council consideration and referral. Within twenty (20) days after the Town Clerk's final determination of sufficiency, as provided in Section 2.01.340.K, the Town Council shall consider adoption of the proposed initiative ordinance without any change in substance or reconsider the referred ordinance by voting on its repeal. If the Town Council fails to adopt the proposed initiative ordinance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Town.

2. Timing of election. The vote of the Town on a proposed or referred ordinance shall be held not less than sixty (60) days and not more than one-hundred and fifty (150) days from the date of the Town Clerk's final determination of petition sufficiency, as provided in Section 2.01.340.K. If no regular Town election is to be held within the period prescribed in this subsection, the Town Council shall provide for a special election. Otherwise, the vote shall be held at the same time as such regular election, except that the Town Council may in its discretion provide for a special election at an earlier date within the prescribed period.

3. Form of question on ballot:

a. Initiative. The ballot upon which such ordinance is submitted shall contain the ballot title set pursuant to Section 2.01.340.D presented in the form of a question, as a submission clause, and shall contain the words "yes" and "no" in order to indicate whether the voter supports the proposed ordinance or not.

b. Referendum. The ballot question upon which the referendum is submitted shall be "Shall Ordinance X be approved" with a "yes" vote meaning the ordinance as adopted by Town Council is in effect and a "no" vote meaning the ordinance as adopted by Town Council is rejected.

G. Election results.

1. Initiative. If a majority of the registered electors voting approve the initiated ordinance, it shall be adopted and take effect upon certification of the election results.

2. Referendum. If a majority of the registered electors voting vote "yes," the ordinance shall be effective upon certification of the election results. If a majority of the registered electors voting vote "no" the ordinance shall be repealed in its entirety upon certification of the election results.

H. Publication. If a majority of the registered electors voting vote in favor of the initiative or referendum, such ordinance shall become effective upon certification of the election results, without further publication.

I. Conflicting provisions. Alternative ordinances may be submitted at the same election, and if two or more conflicting ordinances are approved by the voters, the one which receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

J. Referral. Initiative and referendum amendments shall be referred to the Town's registered electors by resolution.

2.01.330 - Referral by Town Council.

A. The Town Council shall have the power to submit any question to a vote of the registered Town electors without the receipt of a petition. Submission by Town Council shall be by resolution, except as otherwise required by the Charter.

B. The Town Council shall have the right to revive, repeal, amend, or pass any ordinance submitted by the Town Council upon its own initiative.

2.01.340 – Uniform Petition Requirements

A. Applicability of article. This article applies to all citizen petitions for recall, charter amendments, initiatives, and referendums.

B. Computation of time. All computations of time under this Article shall be made in accordance with Section 2.01.170 of this Code.

C. Definitions. As used in this Article unless the context otherwise requires:

Ballot title means the language that is printed on the ballot that is comprised of the submission clause and the title.

Final determination of petition sufficiency means the occurrence of one of the events described in Subsection K of this Section.

Petition section means the stapled or otherwise bound package of documents described in Subsection F of this Section.

Submission clause means the language that is attached to the title to form a question that can be answered by "yes" or "no."

Title means a brief statement that fairly and accurately represents the true intent and meaning of the proposed initiative, referendum, or referred measure.

D. Ballot Title and Submission Clause.

1. Upon receiving the statement of intent for a charter amendment or initiative petition, a committee of the Town Clerk or designee, the Town Attorney or designee, and the Town Manager or designee shall prepare a ballot title for the proposed measure.

2. In fixing the ballot title, the committee shall consider the public confusion that might be caused by misleading titles and shall, whenever practicable, avoid titles for which the general understanding of the effect of a "yes" or "no" vote would be unclear. The ballot title shall not conflict with those titles selected for any other

measure that will appear on the municipal ballot in the same election. The ballot title shall correctly and fairly express the true intent and meaning of the measure.

3. A copy of the ballot title and submission clause shall be provided to the petition proponents with the Town Clerk's written determination that the petition meets the requirements of this Article and shall be posted on the Town of Castle Rock website, together with the text of the proposed charter amendment or initiative petition upon approval of the petition form.

E. Ballot Title Protest.

1. If any Town registered elector believes that the ballot title or submission clause do not correctly and fairly express the true intent and meaning of the proposed measure, that person may, within five days after the ballot title is posted on the Town of Castle Rock website, file a protest with the Town Clerk.

2. The Town Clerk shall appoint an independent hearing officer to conduct the hearing who shall not be an officer, employee, or agent of the Town, and who shall not have any relationship with the petition representatives or protestants.

3. The burden of proof at the protest hearing shall be on the protesters by a preponderance of the evidence.

4. At the protest hearing, the Town will defend the ballot title and submission clause.

5. The protest hearing shall be concluded and a decision by the appointed hearing officer rendered no later than five days after the conclusion of the hearing. The petition representatives and protest representatives shall be notified of the result of the hearing. The result of such hearing shall be emailed to the petition representatives and protest representatives.

6. No petition may be circulated or signed until after:

a. The date by which a protest under Subsection E.1, above, must be filed, or

b. The conclusion of such a protest, whichever is later.

F. Petition requirements.

1. Form of petition prepared by Town. The Town Clerk shall prepare a form of the petition for recall, charter amendment, initiative, or referendum and have it available at the Town Clerk's office and on the Town of Castle Rock website.

2. Form of petition. All pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing.

a. The form shall include the following warning to be printed in red and in plain block letters no smaller than the impression of ten (10)-point type:

WARNING:
IT IS AGAINST THE LAW:
For anyone to sign this petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign a petition when not a registered elector who is eligible to vote on the measure.

DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR
AND ELIGIBLE TO VOTE ON THIS MEASURE.
TO BE A REGISTERED ELECTOR,
YOU MUST BE A CITIZEN OF COLORADO
AND REGISTERED TO VOTE.

Do not sign this petition unless you have read or have had read to you the proposed measure or the summary in its entirety and understand its meaning.

b. Space to insert the summary of an initiated or referred measure or charter amendment; or for a recall petition, the statement in support of the recall by proponents of the recall;

c. Space to insert the name, street address and email address of the petition representatives;

d. Space to insert the full text of an initiated or referred measure, as provided in subparagraph (4)(iii) of this section;

e. Signature lines numbered consecutively; and

f. Notarized affidavit of petition circulator, stating the following:

i. The affiant's printed name, the address at which the affiant resides, including the street name and number, the municipality, the county, and the date the affiant signed the affidavit;

ii. That the affiant has read and understands the laws governing the circulation of petition;

iii. That the affiant was eighteen (18) years of age or older at the time the section of the petition was circulated and signed by the listed electors;

iv. That the affiant circulated the section of the petition;

v. That each signature thereon was affixed in the affiant's presence;

vi. That each signature thereon is the signature of the person whose name it purports to be;

vii. That, to the best of the affiant's knowledge and belief, each of the persons signing the petition section was, at the time of signing, a registered elector; and

viii. That the affiant has not paid or will not in the future pay and that the affiant believes that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the petition.

g. The Town Clerk shall not accept for filing any section of a petition that does not have attached thereto the notarized affidavit required by Subsection F.2.f, above. Any disassembly of a section of the petition that has the effect of separating the affidavit from the signature page or pages shall render that section of the petition invalid and of no force and effect.

3. Petition representatives. Each petition shall designate by name, street address, and email address not less than three (3) nor more than five (5) registered voters of the Town for recall, initiative or referendum petitions; or at least five (5) registered voters of the Town for a charter amendment petition, to represent the petition and its signers from the time of submittal of the statement of intent to final disposition of the petition.

4. Town Clerk's initial review of form of petition; summary. Within five (5) business days of receipt of as statement of intent to circulate an initiative or referendum petition pursuant to Section 2.01.320.C or a charter amendment petition pursuant to Section 2.01.310.D, or a draft form of recall petition under Section 2.01.300.E, the Town Clerk shall do the following:

a. Approval as to form.

i. After consultation with the Town Attorney and such other Town officials as the Town Clerk deems necessary, the Town Clerk shall issue a written determination whether the proposed petition meets the requirements of this Section.

ii. Upon approval of a recall petition as to form, the Town Clerk shall mail or transmit electronically notice of such action to the person sought to be recalled.

iii. The Town Clerk may reject an initiative or referendum petition on the grounds that the petition or portion of a petition does not propose municipal legislation pursuant to section 1(9) of article V of the Colorado Constitution.

b. Summary. For petitions for initiated or referred measures or charter amendments, if the Town Clerk approves the form of the petition, the Town Clerk shall prepare a summary of the proposed measure to be placed on the petition. The summary shall be true and impartial and shall not be an argument, or likely to create prejudice, either for or against the measure. The Town Clerk may consider all or a portion of a summary submitted by the petition representatives.

c. Full text. The full text of a proposed initiated measure or ordinance that is the subject of a referendum petition shall be printed following the summary on the first page or pages of the petition section that precede the signature page without any exhibits that may be a part of said ordinance, clearly identifying the protested portions if only a partial repeal is sought. In the case of an ordinance exceeding five (5) pages in length, a summary meeting the standards set forth in Subsection F.5.b, above, prepared by the Town Clerk in consultation with the Town Attorney will replace said ordinance.

d. Petition form. The Town Clerk shall provide the petition representatives with the final form of the petition. In the instance of recall petitions, the Town Clerk shall provide the petition representatives with the final form of the petition within three (3) business days of the receipt of the public officeholder's response, if any.

e. Petition sections. Any petition shall be circulated in sections. Each section must meet all of the requirements of this Article. All petition sections shall be prenumbered serially. Circulation of any petition described by this Article by any medium other than personally by a circulator is prohibited. If the text of the proposed initiated, referred measure, charter amendment, or recall statement requires more than one page of a petition section, the warning and summary need not appear at the top of pages other than the initial text page.

f. Any petition that fails to conform to the requirements of this Article or that is circulated in a manner other than that permitted in this section shall be invalid.

G. Signature requirements; withdrawal of signatures.

1. Petitions may be signed only by registered Town electors. Each signature shall be executed in ink and shall be followed by the address of the person signing. Each

registered elector shall sign their own signature, after which they shall print their name, place of residence, including house or apartment number, street address, and Town; and the date of signing the petition. Signatures which do not contain all of the information required by this Article shall be considered invalid.

2. Withdrawal of signatures. A registered elector may request that his or her name be withdrawn from a petition on or before the date the petition is filed with the Town Clerk for a determination of petition sufficiency. Such request shall be made as follows:

   a. The request for withdrawal shall be in writing and contain the following information:

      i. Statement that the registered elector is requesting their signature be withdrawn from the petition.

      ii. Registered elector's name.

      iii. Registered elector's address.

      iv. Signature of elector.

      v. Date of signature.

   b. The request may be submitted to the Town Clerk via email, regular mail, or hand delivery. If submitted by regular mail, the request must be postmarked on or before the date the petition is submitted to the Town Clerk. Requests by phone will not be accepted.

H. Initial determination of sufficiency of petitions.

1. Not later than twenty (20) business days from the date of filing of a petition, the Town Clerk shall issue a written initial determination as to its sufficiency. If it is insufficient, the Town Clerk shall specify the particulars wherein it is defective and shall promptly send a copy of the written determination to the petitioners' committee by electronic mail or United States mail.

2. The Town Clerk shall disqualify the signatures of the individuals in the following categories:

   a. The address of the signer is not located within the Town limits.

   b. An address is illegible, making it impractical to verify location as being within the Town.

c. A signature appears on the petition more than once. In such event all signatures of the individual shall be disqualified except the signature signed on the earliest date.

d. More than one individual signs on the same signature line. In such event, only the first signature on the line shall be deemed valid.

e. An incomplete address has been given by the signer (e.g., omitted designation of street, avenue, drive, court, place, way, or unit number), resulting in an address that cannot practically be verified as the residence of the signer.

f. An address that can be applied to more than one resident with the same name at that address.

g. Failure to be a registered elector at the address listed on the petition.

h. The date is omitted or incomplete, or inappropriate. The omission of a year in the date shall not constitute an incomplete date.

i. The use of ditto marks as a substitute for any required information.

3. Disqualification of petition sections. The Town Clerk shall disqualify all signatures on any section of a petition that:

a. Do not have attached thereto the notarized affidavit required by this Article.

b. Have been disassembled in a manner that has the effect of separating the affidavit from the signature page or pages.

c. Have a signature added to the section before the date the petition form was approved by the Town Clerk or after the circulator or notary affidavit has been executed.

4. Signatures to be excluded from determination of sufficiency. The Town Clerk shall not include in a determination of sufficiency any signature on the petition:

a. That does not contain all of the elements required.

b. For which the signer has submitted a valid withdrawal request.

c. That does not comply with this Article or other applicable law.

5. Cure. If a recall or charter amendment petition is determined not sufficient in the Town Clerk's written initial determination or the hearing officer's written determination, the petition may be withdrawn by a majority of the committee and,

within fifteen (15) days after a determination that the petition is not sufficient, may be amended by the addition of any required information relating to the signers of the petition or the attachment of proper circulator affidavits and refiled as an original petition; except that any petition amended and refiled as provided in this Subsection H may not again be withdrawn and refiled. The Town Clerk shall issue a written initial determination that a refiled petition is sufficient or not sufficient within four (4) business days after the petition is filed. The Town Clerk's written initial determination as to a refiled petition will become final if no protest is filed. Any protest concerning a refiled petition shall be filed within five (5) business days of the date on which the petition was refiled, and any hearing shall be conducted as provided in this Subsection H.

I. Protest of initial determination of sufficiency.

1. Within twenty (20) days after the Town Clerk's initial determination of petition sufficiency, a protest in writing under oath may be filed in the office of the Town Clerk by any registered elector who resides in the Town, setting forth specifically the grounds for such protest. The grounds for protest may include, but shall not be limited to, the failure of any portion of a petition or circulator affidavit to meet the requirements of this Section. No signature may be challenged that is not identified in the protest by section and line number. The Clerk shall forthwith mail a copy of such protest to the persons designated as representing the petition proponents pursuant to Subsection F.3, above, and to the protester, together with a notice fixing a time for hearing such protest that is not less than five (5) or more than ten (10) days after such notice is mailed.

2. The Town Clerk shall furnish a requesting protester with a list of the registered electors in the municipality and shall charge a fee to cover the cost of furnishing the list.

3. The Town Clerk shall not accept any protest filed prior to an initial determination of sufficiency of the petition has been issued. The Town Clerk shall reject any protests that do not meet the requirements of this Article.

4. Upon the filing of any protest with the Town Clerk all proceedings upon the petition shall be suspended until final disposition of such protest. If an election is thereafter required to be held, the period of time required for protest procedures shall not be included in the computation of time periods under this Article and any such periods shall be extended by the time required for such procedures.

J. Protest hearing of initial determination of sufficiency.

1. The Town Clerk shall designate an independent hearing officer to conduct the hearing. The hearing officer may receive reasonable compensation for his or her services.

2. The testimony in every such hearing shall be under oath. Upon the request of either party, the hearing officer shall have the power to issue subpoenas and compel the attendance of witnesses. The hearing shall be summary and not subject to delay and shall be concluded within forty (40) days after the Town Clerk's initial determination of sufficiency.

2. No later than five (5) days after the conclusion of the hearing, the hearing officer shall issue a written determination of whether the petition is sufficient or not sufficient. If the hearing officer determines that a petition is not sufficient, the officer shall identify those portions of the petition that are not sufficient and the reasons therefor.

3. The result of the hearing shall be forthwith certified to the protester and to the persons designated as representing the petition proponents pursuant to Subsection F.3, above.

K. Town Clerk's final determination of sufficiency. If a petition or amended petition is certified sufficient and:

1. The time for filing a protest pursuant to Subsection I, above, has passed without a protest being filed, or

2. A protest pursuant to Subsection I, above, has concluded that the petition is sufficient,

then the Town Clerk shall promptly present the certificate to the Town Council, and the certificate shall then be a final determination as to the sufficiency of the petition.

L. Court review: new petition. The determination as to petition sufficiency or insufficiency is a final decision subject to review under Rule 106(a)(4) of the Colorado Rules of Civil Procedure. A determination of petition insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

M. Presentation of petition to Town Council. As soon as practicable following the final determination of sufficiency, the Town Clerk shall present the petition to the Town Council at a regular or special meeting.

Section 5. **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 6. **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 2nd day of June 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this 16th day of June 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of __ for and __ against.

ATTEST:	**TOWN OF CASTLE ROCK**
_____	_____
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	**Approved as to content:**
_____	_____
Michael J. Hyman, Town Attorney	David L. Corliss, Town Manager

Proposed Revisions to the Castle Rock Election Code

June 2, 2026

Castle Rock Municipal Code
Chapter 2.01, Article I

Previously Article II-IV and VI-VII

Replacing Existing Code

- Articles II through IV - Address mail ballot, coordinated, and polling place elections
- Articles VI and VII - Address election controversies and offenses

These Articles echo State law and staff recommends adopting them by reference

Castle Rock Municipal Code
Chapter 2.01, Article I

Adopting Two Statutes by reference

- Uniform Election Code of 1992 (UEC) Title 1 - Govern regular elections
- Municipal Election Code of 1965 (MEC) Title 31 - Govern special elections

Town Maintains our Home Rule Powers including:

- Retain - Role of our Election Commission
- Retain - Our Nomination Petition process
- Changed - Deadlines for write-in candidates and canceling an election – coincide with Ballot Certification deadlines
- Added - Definition of partial terms

Castle Rock Municipal Code Chapter 2.01, Article II

Previously Article V

As a Home-Rule municipality, we are not required to comply with the Fair Campaign Practices Act and can adopt our own Charter, Ordinances, or Resolutions

(Article XXVIII of the Colorado Constitution and the Fair Campaign Practices Act (FCPA), Section 1-45-101, et seq., C.R.S.)

Home Rule Campaign Finance – Retain Town-specific laws

- Disclosure of campaign expenditures and contributions
- No restrictions on contributions

Castle Rock Municipal Code
Chapter 2.01, Article II

Campaign Contributions and Expenditures

- Added - Registration and reporting by Political committees *(support or oppose candidates)*,
- Added - Reporting of Independent expenditures for candidates
- Retain - Registration and reporting by Issue committees *(support or oppose ballot questions) – raised reporting limit based on recent court ruling*

Complaints Filed

Retain process for the Town Clerk to process complaints

Castle Rock Municipal Code Chapter 2.01, Article III

New Article

Citizen Petitions

Brought these into our Code to allow us to standardize the process:

- Recall elected officials
- Home rule charter amendments
- Initiate ordinances
- Reconsider ordinances through referendum

Castle Rock Municipal Code
Chapter 2.01, Article III

Standardize Citizen Petition Process

Statutes require four different formats, circulation periods, due dates, curing processes and validation timeframes. The amendment simplifies and standardizes the process:

- Added - Standard petition form, deadlines, process, etc. for all petitions
- Added - Town Clerk provides the petition form
- Retains - Town-specific requirements from our Charter
- Retains - The Town Clerk determines the sufficiency of each petition

If petitions are sufficient, Council to accepts it or move it to appear on the ballot.

In Summary

As Home-Rule, we maintain our ability to amend our Code

Most changes reorganize the Code for ease of reference, formatting, consistency in terms, etc.

- Added - Adopt Title 1 and Title 31 statutes as already in our Code
- No changes - Candidates petitions and financial reporting
- Added - Policy committees and Independent Expenditures
- Added - Definition of partial terms for Town Council
- Added - Standardize citizen initiative petition process
- Changed - Deadlines for write-in candidates and canceling elections to coincide with ballot certification deadlines

Recommendation

The Town Clerk and Town Attorney recommend Town Council adopt the revised Chapter 2.01

Any questions or comments?

Proposed Motion

"I move to adopt the Ordinance as proposed."

"I move to amend the Ordinance as follows…"

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 10. **File #:** RES 2026-071

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Shawn Griffith, Assistant Director of Operations
Nicolas Van Kooten, P.E., SCADA Superintendent

Resolution Approving a Services Agreement Between the Town of Castle Rock and Tetra Tech, Inc. for Phase VI of the SCADA Master Plan Design Project *[Entire Castle Rock Water service area]*

Executive Summary

Castle Rock Water (CRW) staff requests Town Manager approval for a services agreement with Tetra Tech for assistance in creating the SCADA MP Phase VI Meadows and Remotes Sites System Design and Bid Phase Services project, for the not-to-exceed amount of $448,500, with a 10% Town managed contingency of $44,850, for a total authorization request of $493,350 ***(see Attachment A).***

The table below shows the total approved expenditures to date on the SCADA MP by vendor:

Project	PO	Vendor	Year	Amount
Projects 2021-2023 MP Phases I-III				**$4,804,556**
SCADA Master Plan Phase IV	2787	Tetra Tech	2024	$90,744
Screen Development	2797	LSI	2024	$302,800
Miller WTP PLC Equipment	2805	Rexel	2024	$124,750
O&M Building PLC Equipment	2833	Rexel	2024	$46,327
OWL Data Diode Renewal & Historian	2843	Rexel	2024	$31,704
Remote Sites Screen Development	2854	LSI	2024	$102,630
RFP for SCADA Master Plan Phase IV	2860	Burns & McDonnell	2024	$79,236
Founders Emergency Programming & Commissioning	2907	Techneaux	2024	$72,450
SCADA Master Plan Phase IV Founders Oversight	2937	Burns & McDonnell	2024	$117,241
RFP for SCADA Master Plan Phase V	2860	Burns & McDonnell	2024	$79,236
SCADA All Hazards Assessment	2979	Tetra Tech	2025	$38,765
Edge MQTT Device Purchase	3119	LSI	2025	$30,210
Portable Lift Station Panel Purchase	n/a	EMC	2025	$13,396
Phase V -Ray Waterman Design Project	3018	Burns & McDonnell	2025	$479,759
Phase IV- Miller WTP & Remote Sites Upgrade	2934	LSI	2024	$4,475,720
Phase V -Ray Waterman Oversight Project	3229	Burns & McDonnell	2025	$234,495
Phase V -Ray Waterman Implementation Project	3230	LSI	2026	$6,513,320
Subtotal: Completed/Encumbered Projects to Date				**$17,637,339**
Pending Projects				
Phase VI -Meadows Design Project	*pending*	*pending*	2026	$493,350
Phase VI -Meadows Oversight Project	*pending*	*pending*	2027	$300,000
Phase VI -Meadows Implementation Project	*pending*	Master Plan Estimate	2027	$6,500,000
Total Expenses				**$24,930,689**

The SCADA system is crucial to the security and efficient operation of CRW's water and wastewater facilities. In 2019, the SCADA Master Plan (MP) was completed to assess the system and develop a plan for its upgrade, maintenance, and operation. The Town Council approved the SCADA MP on December 17, 2019, which identified approximately $12 million in expenditures over seven years.

In late 2023, the SCADA MP implementation cost was reviewed and updated, revealing a 26% increase in equipment and implementation costs since 2019. Additionally, the update included newly identified work not previously covered in the 2019 scope. As a result, the revised estimated cost for

full implementation of the plan over the next six years is approximately $24.9 million.

Budget Impact

Funds have been budgeted each year, through 2029, for the Master Plan Implementation. Funds for this project will be taken from the Water CIP SCADA System Improvements line items, by year, as follows:

Fund Name	Account Number	Cost	2026 Balance	2027 Projected Balance
Water SCADA System Improvements	210-4275-442.75-41	$246,675	$2,162,770	$2,162,770
Water Resources SCADA System Improvements	211-4375-443.75-41	$123,338	$1,081,385	$1,081,385
Wastewater SCADA System Improvements	213-4575-445.75-41	$123,337	$1,081,385	$1,081,385
Total		$493,350	$4,325,540	$4,325,540

Staff Recommendation

Staff recommends a services agreement with Tetra Tech to create the SCADA MP Phase VI Meadows and Remote Sites System Design and Bid Phase Services project, for the not-to-exceed amount of $448,500, with a 10% Town-managed contingency of $44,850, for a total authorization request of $493,350.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Contract

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
Shawn Griffith, Assistant Director of Operations
Nicolas Van Kooten P.E., SCADA Superintendent

Title: **Resolution Approving an Equipment and Services Acquisition Agreement between the Town of Castle Rock and Tetra Tech for Phase VI of the SCADA Master Plan Design Project** *[Entire CRW service area]*

Executive Summary

Castle Rock Water (CRW) staff requests Town Manager approval for a services agreement with Tetra Tech for assistance in creating the SCADA MP Phase VI Meadows and Remotes Sites System Design and Bid Phase Services project, for the not-to-exceed amount of $448,500, with a 10% Town managed contingency of $44,850, for a total authorization request of $493,350 ***(see Attachment A).***

The table below shows the total approved expenditures to date on the SCADA MP by vendor:

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Remote Sites Screen Development	2854	LSI	2024	$102,630
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RFP for SCADA Master Plan Phase V	2860	Burns & McDonnell	2024	$79,236
SCADA All Hazards Assessment	2979	Tetra Tech	2025	$38,765
Edge MQTT Device Purchase	3119	LSI	2025	$30,210
Portable Lift Station Panel Purchase	n/a	EMC	2025	$13,396
Phase V -Ray Waterman Design Project	3018	Burns & McDonnell	2025	$479,759
Phase IV- Miller WTP & Remote Sites Upgrade	2934	LSI	2024	$4,475,720
Phase V -Ray Waterman Oversight Project	3229	Burns & McDonnell	2025	$234,495
Phase V -Ray Waterman Implementation Project	3230	LSI	2026	$6,513,320
Subtotal: Completed/Encumbered Projects to Date				**$17,637,339**
Pending Projects				
Phase VI -Meadows Design Project	*pending*	*pending*	2026	$493,350
Phase VI -Meadows Oversight Project	*pending*	*pending*	2027	$300,000
Phase VI -Meadows Implementation Project	*pending*	Master Plan Estimate	2027	$6,500,000
Total Expenses				**$24,930,689**

The SCADA system is crucial to the security and efficient operation of CRW's water and wastewater facilities. In 2019, the SCADA Master Plan (MP) was completed to assess the system and develop a plan for its upgrade, maintenance, and operation. The Town Council approved the SCADA MP on December 17, 2019, which identified approximately $12 million in expenditures over seven years.

In late 2023, the SCADA MP implementation cost was reviewed and updated, revealing a 26% increase in equipment and implementation costs since 2019. Additionally, the update included newly identified work not previously covered in the 2019 scope. As a result, the revised estimated cost for full implementation of the plan over the next six years is approximately $24.9 million.

Notification and Outreach Efforts

This project is security-sensitive, and no public outreach is planned. Work will be performed at various CRW water treatment facilities and will be done out of the public eye.

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

Castle Rock Water Commission recommended approval of the SCADA Master Plan on December 11, 2019.

Town Council approved the SCADA Master Plan on December 17, 2019.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on May 27, 2026, and the Castle Rock Water Commission voted unanimously 6 to 0 to recommend Town Council approval of the Resolution as presented.

Discussion

An engineering consultant is required to develop a comprehensive SCADA system design for Phase VI of the MP, including upgrades to the Meadows Water Treatment Plant (Meadows) and 17 remote sites. The scope of work for this project encompasses a complete SCADA system and electrical drawings; detailed scopes of work (SOW); equipment and Input/Output (I/O) lists; P&ID drawings; network diagrams; and site-specific control narratives. These deliverables are essential to ensure an accurate project estimate and proper implementation details. Additionally, the project will include bid-phase services. The design project is scheduled to be completed by September of 2026, and the Bid Phase by November of 2026.

Staff submitted a Request for Proposal (RFP) to two qualified consultants in April of 2026, as shown in the chart below:

Consultant	Proposal Cost
Burns & McDonnell Engineering	$565,107
Tetra Tech	$448,500

Staff recommends selecting Tetra Tech as the design contractor for the MP Phase VI project, as their lower bid provides the best value for the Town. Tetra Tech is a preferred contractor and has submitted a comprehensive quote detailing all the deliverables requested in the original Request for Proposal (RFP). The items outlined in their proposal are critical to the success and efficient execution of the MP Phase VI project.

Tetra Tech has extensive experience providing key consulting services for various segments of the SCADA MP and has participated in multiple SCADA MP RFPs. Their team has been consistently

relied upon for their expertise on numerous related projects. Additionally, their principal engineers and technical staff will be pivotal in the Phase VI design.

Given the security-sensitive nature of the Cybersecurity portion of the MP, Tetra Tech has signed a non-disclosure agreement with the Town to ensure confidentiality and protect sensitive information.

Tetra Tech will conduct site investigations at each facility listed below in collaboration with staff. Based on these investigations, a scope of work (SOW) will be developed and summarized for bid inclusion, detailing the identified work at each facility:

- Meadows Water Treatment Plant
- Diamond Ridge Pump Station
- Crystal Valley Pump Station / Tank 15
- Tank 8
- Tank 11
- Meadows 5 Lift Station
- Meadows 15 Lift Station
- Meadows 17 Lift Station
- Meadows A-1
- Meadows A-2
- Meadows A-3
- Meadows A-4
- Meadows A-5
- Meadows A-7
- Meadows A-8 (Well 49 only)
- Meadows A-11
- Meadows A-12 (ASR Wells)
- Meadows A-13

This project will also include the following deliverables:

- Site investigations and data gathering
- Progress meetings and project management
- Technical Memorandum summarizing the SOW for each site
- SCADA programmable logical control (PLC) cabinet design requirements and drawings
- Individual Control Narratives for each site
- New P&ID drawings for each site, aligned with CRW standards
- Electrical site plans
- Instrumentation lists
- Input/Output (I/O) lists
- Electrical lists
- Network diagrams
- Design and project scope documents
- Bid Phase services

Tetra Tech has submitted a target completion date of March 1, 2027. Upon completion of the design phase, they will assist with bid-phase activities, including vendor selection and contractor award-related tasks.

Budget Impact

Funds have been budgeted each year, through 2029, for the Master Plan Implementation. Funds for this project will be taken from the Water CIP SCADA System Improvements line items, by year, as follows:

Fund Name	Account Number	Cost	2026 Balance	2027 Projected Balance
Water SCADA System Improvements	210-4275-442.75-41	$246,675	$2,162,770	$2,162,770
Water Resources SCADA System Improvements	211-4375-443.75-41	$123,338	$1,081,385	$1,081,385
Wastewater SCADA System Improvements	213-4575-445.75-41	$123,337	$1,081,385	$1,081,385
Total		$493,350	$4,325,540	$4,325,540

Staff Recommendation

Staff recommends a services agreement with Tetra Tech to create the SCADA MP Phase VI Meadows and Remote Sites System Design and Bid Phase Services project, for the not-to-exceed amount of $448,500, with a 10% Town-managed contingency of $44,850, for a total authorization request of $493,350.

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: Contract

RESOLUTION NO. 2026-071

A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND TETRA TECH, INC. FOR PHASE VI OF THE SCADA MASTER PLAN DESIGN PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has identified the need for an engineering consultant to develop the supervisory control and data acquisition ("SCADA") Master Plan Phase VI project (the "Project"); and

WHEREAS, the Town has solicited a request for proposals for the Project; and

WHEREAS, the Town has determined that Tetra Tech, Inc. (the "Consultant") is best suited to provide engineering design and consulting services for the Project; and

WHEREAS, subject to Town Council's approval, the Town and the Consultant have agreed to the terms and conditions by which Consultant will provide engineering design and consulting services to the Town for the Project (the "Agreement"); and

WHEREAS, Town Staff recommends Town Council approve the Agreement with the Consultant.

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

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

Section 2. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under this Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed $448,500.00, plus a Town-managed contingency in the amount of $44,850.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, including the contingency, is $493,350.00.

PASSED, APPROVED AND ADOPTED this 16th day of June, 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
SERVICES AGREEMENT
(Phase VI of the SCADA Master Plan Design Project – Castle Rock Water)

DATE: _____.

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

TETRA TECH, INC., a Delaware corporation, 3475 E. Foothill Blvd., Pasadena, CA 91107 ("Consultant").

RECITALS:

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

II. Consultant timely submitted its Proposal.

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

TERMS:

1. **Scope of Services.** Consultant shall provide to the Town all of the services as set forth on ***Exhibit 1*** ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment**. Consultant shall invoice for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The 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, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations ("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 to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **$448,500.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on March 31, 2027 (the "Term"). 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. 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.

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, and deliverables created up to the point of termination.

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. **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.

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

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

9. **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 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). 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 commercial and automobile liability policies shall have the following additional provisions:

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

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. 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.

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, officers, employees, agents 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, with exception of Professional Liability, 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. **Subcontractors:** Consultant shall confirm and document that all subcontractors (including independent contractors, 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.

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.

10. **No Waiver of 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 Agreement, 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.

11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of 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.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **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.

14. **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.

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

16. **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.

17. **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.

18. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers 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. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

19. **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.

20. **Title VI Compliance.** To the extent applicable, Consultant 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.

21. **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.

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents 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 ("CORA"). Consultant has completed a letter of indemnification that indemnifies the Town in certain instances and waives liability for release of information pursuant to CORA, which is herein incorporated to this Agreement as ***Exhibit 3***. 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.

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 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, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

23. **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.

24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement 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, Consultant 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 Agreement fail to comply with the requirements of this Section, Consultant 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 Agreement.

25. **Independent Contractor.** Consultant and the Town hereby represent that Consultant is an independent contractor 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 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 Consultant's Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) Exhibit containing the Letter of Indemnification for Withholding Confidential Information.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE
EXHIBIT 3 – LETTER OF INDEMNIFICATION FOR WITHHOLDING CONFIDENTIAL INFORMATION

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

William Langford, Assistant Town Attorney

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

TETRA TECH, INC.

By: _____
(Signature)

Michael Bomar, PE
(Print Name)

Its: Senior Vice President
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall complete the following Services for the Town. In no event shall the total payment to Consultant for the Services under this Agreement exceed $448,500.00, unless authorized in writing by Town.

CONSULTANT RESPONSE TO THE SCOPE OF WORK

Consultant's experience in working with Town on the 2024 SCADA Master Plan Update, as well as insights gained by Corey Lamb during the pre-proposal site walks, have led Consultant to propose a six-month design schedule. Consultant's detailed schedule is included in the next section.

Consultant's project approach expedites production of the preliminary plans and SOWs by assigning two teams. Team One will perform field investigation. After each site is complete, Team One will hand off field notes, photos, and sketches to Team Two, who will write the SOWs and prepare the instrument lists, P&IDs, electrical one-lines and other requirements of the Preliminary Engineering Design Plans.

Conformance with established standards offers consistent operation and maintenance of the control system through its life cycle. Control panel designs as part of this project will follow a typical layout approach, incorporating Town's standards and preferences. The typical layout will show requirements for panels within a range of sizes which will reduce the number of individual designs for similar panels. However, individual I/O lists and control cabinet implementation plans will be prepared for each panel's unique requirements.

Town collaboration is critical to the long-term success of the upgrade and replacement project. At the preliminary, 60%, and 90% design stages, Consultant will submit a draft design for Town's review and comment, then hold a design review workshop with Town stakeholders.

Consultant's approach to control narratives also involves Town input. Consultant recommends the following sequence:
• Consultant creates a draft control narrative for each PLC within this project based on existing PLC and HMI programs.
• Questions on process functions, equipment operations, and interlocks and alarms will be presented to Town and the narratives will be reviewed with Town Operations staff. Consultant is planning for a series of four two-hour workshops.
• Updates from the review will be incorporated into revised control narratives as part of the 60% design.

Consultant strongly believes that its systematic, thorough, collaborative project approach is the best method to identify project risks and devise solutions to mitigate those risks.

ACTION PLAN AND SCHEDULE

A project schedule, work breakdown structure, and price proposal are included on the following pages.

Project Kick-Off and Initial Investigation

Upon written Notice To Proceed, Consultant will schedule the Kick-Off Meeting and submit a data request for information not provided with the RFP. Within one week, Consultant will submit a detailed project work plan and schedule, which will be reviewed at the Kick-Off Meeting. Initial project and technical coordination meetings will serve as Design Workshops, and each will focus on a subset of the facilities included in the design. Working with the SCADA team and other Town staff, Consultant will work through the individual facilities' existing conditions, upgrade requirements, and cutover concerns. These workshops will supplement Consultant's site walks and field investigation.

Consultant will maintain a decision log on a shared Teams site to document decisions made during these design meetings.

Preliminary Engineering Design Plans

Consultant appreciates Town's requirements for the Preliminary Engineering Design Plans. Front-loading this early design phase will allow Consultant to identify issues, problems, and conflicts as early as possible, while there is sufficient time to resolve them in a thoughtful manner. Preliminary Engineering Design Plans and Statements of Work will be prepared for each facility identified in Section 4.2.4 of the RFP and will include draft versions of each of the following:

- Preliminary Summary of Work and Work Sequence specification sections
- New or revised P&IDs, with instrument and equipment tags following Town's 2024 tagging standards
- Process Control Narratives, prepared per Town's standard control narrative specification format
- Site Electrical Distribution Drawings showing locations of new and relocated equipment, demolition, and temporary power/controls
- Electrical One-Line Drawings (for Meadows WTP)
- Electrical (Equipment) List
- Instrument List, including identification of instruments to be replacement
- Control panel design layouts and implementation plans for new control cabinets
- Preliminary I/O List, with tag names to follow Town's 2024 tagging standards
- Preliminary Control System Network Diagram
- Updated list of Drawings and Specifications to be included in the Final Design Package.

Drawings will conform to the level of detail provided by the example drawings included in Appendix C of the RFP.

A draft of the Preliminary Engineering Design Plans will be developed and submitted one week prior to the Preliminary Engineering Design Plans Workshop, which will be held as one of the weekly project meetings. The draft plans will be reviewed by Town stakeholders at the workshop. Review comments will be incorporated, and a final version of the Preliminary Engineering Design Plans will be submitted within one week of the workshop. Throughout all design stages, Consultant will maintain a comment log, documenting each Town comment, Consultant's response and the comment's resolution.

60% Design

The 60% Design will update, detail, and expand upon the Preliminary Engineering Design Plans. In addition to updates to the drawings and documents provided in the previous design stage, the 60% Design will include:
• Typical control panel layouts and wiring diagrams. Detailed loop drawings and panel layouts will be provided by the panel builder during construction
• Finalized control narratives
• Site Electrical Distribution Drawings with demolition details clearly noted
• Updated electrical one-lines, P&IDs, and other drawings and plans included in the Preliminary Engineering Design Plans
• Draft of technical specifications
• AACE Class 4 Cost Estimate

Consultant will utilize AACE No. 18R-97 Cost Estimate Classification System. This method of cost estimating provides a logical, consistent, and objective methodology for the cost estimate on this project.

During the 60% design, instruments, and electrical equipment to be replaced or modified will be identified and confirmed with Town. P&IDs, electrical, instrumentation, and IO lists will be finalized at the 60% submittal.

Production of the 60% Design Package will follow the same sequence as the Preliminary Engineering Design Plans: submission of the draft design package, followed one week later by the 60% Design Review Workshop. The final 60% Design Package will be submitted no later than one week after the workshop.

90% Design

The 90% Design will update, further detail the design documents and capture any outstanding design decisions. Additional design details, such as equipment installation requirements, will be developed and included in the 90% design. Project execution plans (ie: summary of work, sequence of work, demo plans, control cabinet implementation plans) will be reviewed and finalized with Town.

Production of the 90% Design Package will follow the same sequence as the previous design submittals: submission of the draft design package, followed one week later by the 90% Design

Review Workshop. The final 90% Design Package will be submitted no later than one week after the workshop.

Final Design

The Final Design will close out design comments and be packaged as a Bid Set of design documents. The cost estimate prepared at the 60% design will be updated and submitted with the Final Design.

Assistance in Bidding

Consultant is prepared to support Town through the bidding process from coordinating distribution of bid documents to contract award. Consultant will assist with distribution of Plans and Specifications to qualified contractors and support pre-qualification of integration contractors. Responses to bidder questions and addenda will be prepared if required and Consultant will attend the Pre-Bid meeting.

After bids have been submitted, Consultant will attend the bid opening and read the bids. Bids will be evaluated, contractor information verified, and Consultant will make a recommendation to Town regarding the apparent low bidder with a focus on bid completeness and demonstrated ability to complete the scope of work.

Additional Services

The Scope of Work outlined in the RFP is sufficient to provide a thorough design for the SCADA Master Plan Phase VI project. Consultant do not propose any additional services.

Assumptions

Consultant's assumptions are listed below:

• The proposed schedule is contingent upon Town's commitment to provide escorts for field visits, provide timely responses to technical questions and to meet design review timeframes as noted in Section 3 of this proposal.
• PLC and control panels within the scope of this project will be replaced with new panels.
• PLC design will be based on PLC / RTU program configured IO.
• Construction contractor will be responsible for identifying individual control circuits and providing a detailed design for each PLC / RTU to be replaced.
• Drawings prepared for this project will be prepared using Consultant's drafting standards.
• P&IDs will be developed using Consultant's P&ID standards, utilizing Town's tagging and naming conventions.
• Biweekly project meetings will be held, assumed to be 1 hour in duration. Appropriate Consultant technical leads and the PM will attend. Additional project team members will attend as needed throughout the project. Design and control narrative review workshops are planned for 2 hours each.

Labor Plan

CRW SCADA Phase VI Design

Meadows Water Treatment Plant & Associated Remote Sites

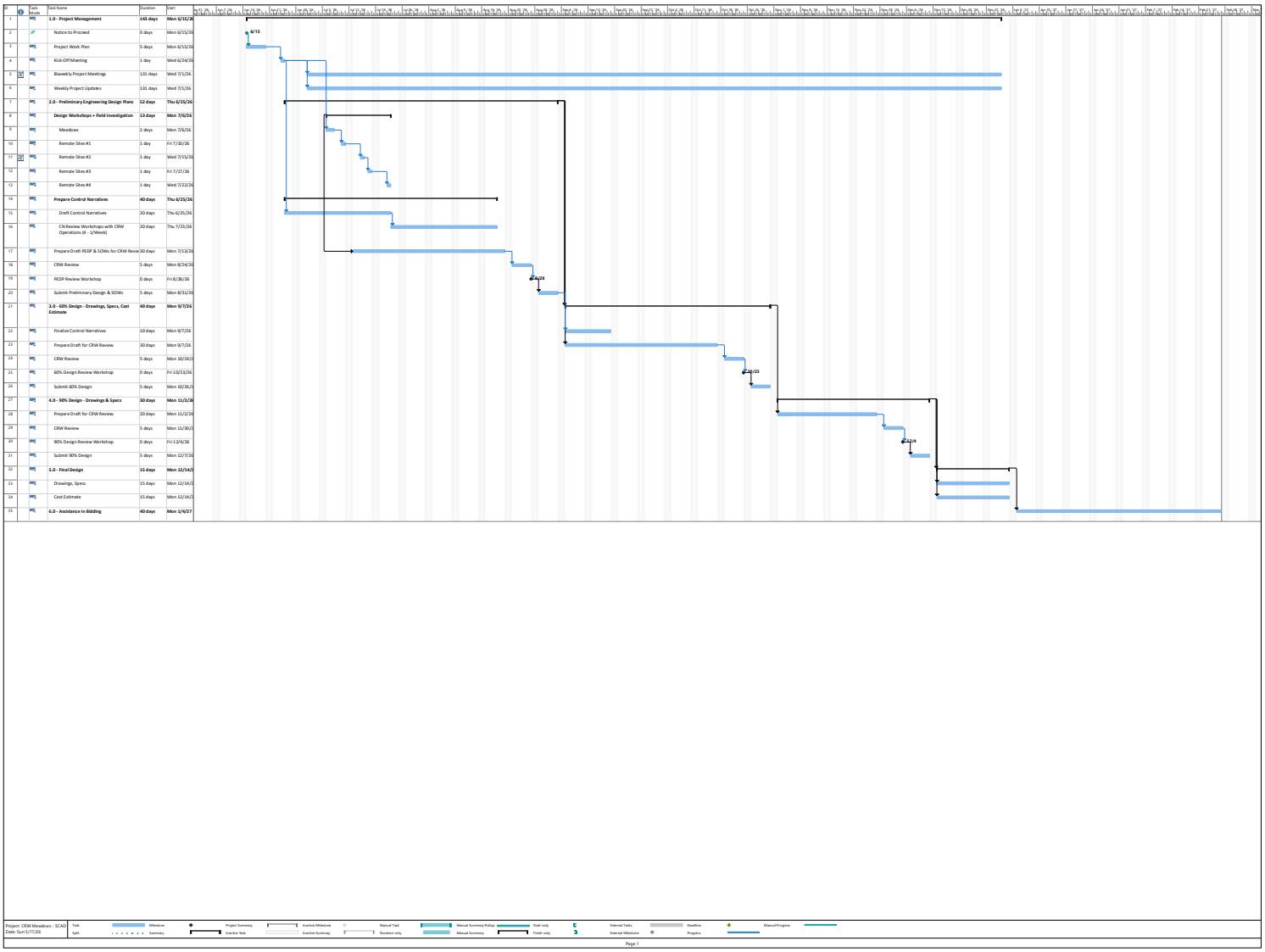
Client: Castle Rock Water

Contract Type: Fixed Price

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Work Days Off	Work Days	Total Labor Hrs	Project Manager (Deb Herman)	Technical Lead (Corey Lamb)	Network-OT Specialist (Jonathan van der Zee)	Electrical Engineer Lead (Troy Moore)	SCADA Engineer Lead (Phong Hoang)	Electrical Engineer (Ethan Meeks)	SCADA Engineer (Porter Fredrickson)	EIC Engineer (Aaron Lorenz)	Electrical QA/QC (John Rice)
Labor Plan							9 Resource								
Proj Area >															
Labor Pool >															
						2,569	208	279	26	194	460	521	539	314	28
1 - Project Management						**219**	**124**	**24**	**14**	**10**	**33**	**14**	**-**	**-**	**-**
Setup	06/16/26	12/31/26	6.4	15	127	8	8								
Kickoff	06/16/26	12/31/26	6.4	15	127	10	4	2		2	2				
Biweekly Meetings - thru bid phase	06/16/26	02/28/27	8.3	19	165	93	32	16	8	4	25	8			
Weekly updates/status (2 hrs/week)	06/16/26	02/28/26	0.0			60	60								
Technical coordination meetings (3)	06/16/26	12/31/26	6.4	15	127	34	6	6	6	4	6	6			
Invoicing / Status Reports	06/16/26	02/28/27	8.3	19	165	14	14								
2 - Preliminary Eng Design Plans						**896**	**23**	**73**	**4**	**64**	**214**	**140**	**326**	**48**	**4**
Initial Site Investigation (18)	06/25/26	09/04/26	2.3	6	45	116	2	2		8		48	8	48	
Statement of Work - per site (18)	06/25/26	09/04/26	2.3	6	45	36	2	18		8		8			
P&IDs (30)	06/25/26	09/04/26	2.3	6	45	260	4	16			80		160		
Control Narratives						**164**	**8**	**20**	**-**	**-**	**48**	**-**	**88**	**-**	**-**
Draft Control Narratives (22 PLCs)	06/25/26	09/04/26	2.3	6	45	140	4	16			40		80		
Control Narrative Review Meetings (4@ 2 hrs ea)	06/25/26	09/04/26	2.3	6	45	24	4	4			8		8		
Site Electrical Drawings (18)	06/25/26	09/04/26	2.3	6	45	93	1	8		24		60			
Electrical One-Line Drawings	06/25/26	09/04/26	2.3	6	45	34				16		16			2
Electrical Equipment List	06/25/26	09/04/26	2.3	6	45	14				4		8			2
Instrumentation List	06/25/26	09/04/26	2.3	6	45	20		4			16				
I/O List (~22 PLCs)	06/25/26	09/04/26	2.3	6	45	100					50		50		
Preliminary Control System Network (18 Sites)	06/25/26	09/04/26	2.3	6	45	41	1		4		16		20		
Updated Sheet and Spec List	06/25/26	09/04/26	2.3	6	45	2	1	1							
Review Workshop	06/25/26	09/04/26	2.3	6	45	16	4	4		4	4				
3 - 60% Design						**820**	**20**	**88**	**4**	**58**	**123**	**221**	**164**	**130**	**12**
P&IDs (30)	09/07/26	10/30/26	1.7	4	34	108	2	16			30		60		
Finalize Control Narratives	09/07/26	10/30/26	1.7	4	34	46	2	8			12		24		
Site Electrical Drawings (18)	09/07/26	10/30/26	1.7	4	34	188		8		12		80		80	8
Electrical One-Line Drawings	09/07/26	10/30/26	1.7	4	34	56		2		18		32			4
Electrical Equipment List	09/07/26	10/30/26	1.7	4	34	24	2	2		4		16			
Instrumentation List	09/07/26	10/30/26	1.7	4	34	62	2	4			16	24	16		
I/O List (~22 PLCs)	09/07/26	10/30/26	1.7	4	34	34	2	4			4		24		
Control System Network (18 Sites)	09/07/26	10/30/26	1.7	4	34	66	2	4	4		16		40		

Control Panel Drawings (4)	09/07/26	10/30/26	1.7	4	34	108		8			25	25		50	
Specifications	09/07/26	10/30/26	1.7	4	34	86	2	12		16	16	40			
Cost Estimate	09/07/26	10/30/26	1.7	4	34	22	2	16		4					
Review Workshop	09/07/26	10/30/26	1.7	4	34	20	4	4		4	4	4			
4 - 90% Design						**339**	**14**	**40**	**2**	**30**	**40**	**86**	**8**	**111**	**8**
P&IDs (30)	11/02/26	12/11/26	1.3	3	25	38	2	4				16		16	
Site Electrical Drawings (18)	11/02/26	12/11/26	1.3	3	25	117		4		8		24		75	6
Electrical One-Line Drawings	11/02/26	12/11/26	1.3	3	25	28		2		8		16			2
Electrical Equipment List	11/02/26	12/11/26	1.3	3	25	9	1	2		2		4			
Instrumentation List	11/02/26	12/11/26	1.3	3	25	13	1	4			8				
I/O List (~25 PLCs)	11/02/26	12/11/26	1.3	3	25	18	2	4			12				
Control System Network (18 Sites)	11/02/26	12/11/26	1.3	3	25	22	2	2	2		8		8		
Control Panel Drawings (4)	11/02/26	12/11/26	1.3	3	25	38		8				10		20	
Specifications	11/02/26	12/11/26	1.3	3	25	36	2	6		8	8	12			
Review Workshop	11/02/26	12/11/26	1.3	3	25	20	4	4		4	4	4			
5 - Final Design						**217**	**11**	**26**	**2**	**26**	**38**	**52**	**33**	**25**	**4**
P&IDs (30)	12/14/26	12/31/26	0.5	2	11	18	1	2					15		
Site Electrical Drawings (38)	12/14/26	12/31/26	0.5	2	11	35		1		8		24			2
Electrical One-Line Drawings	12/14/26	12/31/26	0.5	2	11	19		1		4		12			2
Electrical Equipment List	12/14/26	12/31/26	0.5	2	11	4		2		2					
Instrumentation List	12/14/26	12/31/26	0.5	2	11	7	1	2			4				
I/O List (~22 PLCs)	12/14/26	12/31/26	0.5	2	11	11	1	2			8				
Control System Network (18 Sites)	12/14/26	12/31/26	0.5	2	11	27	1	2	2		4		18		
Control Panel Drawings (4)	12/14/26	12/31/26	0.5	2	11	36		1			10			25	
Specifications	12/14/26	12/31/26	0.5	2	11	26	1	1		4	8	12			
Cost Estimate	12/14/26	12/31/26	0.5	2	11	14	2	8		4					
Review Workshop	12/14/26	12/31/26	0.5	2	11	20	4	4		4	4	4			
6 - Bid Assistance						**78**	**16**	**28**	**-**	**6**	**12**	**8**	**8**	**-**	**-**
Integrator Pre-Qualification	01/01/27	02/28/27	1.9	5	37	16	8	8							
Bidder RFI / Addenda Preparation	01/01/27	02/28/27	1.9	5	37	42	4	12		2	8	8	8		
Bid Analysis & Recommendation	01/01/27	02/28/27	1.9	5	37	20	4	8		4	4				
Totals	**06/16/26**	**02/28/27**	**8.3**			**2,569**	**208**	**279**	**26**	**194**	**460**	**521**	**539**	**314**	**28**

Project Schedule



ID	Task Mode	Task Name	Duration	Start
1		**1.0 - Project Management**	**143 days**	**Mon 6/15/26**
2		Notice to Proceed	0 days	Mon 6/15/26
3		Project Work Plan	5 days	Mon 6/15/26
4		Kick-Off Meeting	1 day	Wed 6/24/26
5		Biweekly Project Meetings	131 days	Wed 7/1/26
6		Weekly Project Updates	131 days	Wed 7/1/26
7		**2.0 - Preliminary Engineering Design Plans**	**52 days**	**Thu 6/25/26**
8		**Design Workshops + Field Investigation**	**13 days**	**Mon 7/6/26**
9		Meadows	2 days	Mon 7/6/26
10		Remote Sites #1	1 day	Fri 7/10/26
11		Remote Sites #2	1 day	Wed 7/15/26
12		Remote Sites #3	1 day	Fri 7/17/26
13		Remote Sites #4	1 day	Wed 7/22/26
14		**Prepare Control Narratives**	**40 days**	**Thu 6/25/26**
15		Draft Control Narratives	20 days	Thu 6/25/26
16		CN Review Workshops with CRW Operations (4 - 1/Week)	20 days	Thu 7/23/26
17		Prepare Draft PEDP & SOWs for CRW Review	30 days	Mon 7/13/26
18		CRW Review	5 days	Mon 8/24/26
19		PEDP Review Workshop	0 days	Fri 8/28/26
20		Submit Preliminary Design & SOWs	5 days	Mon 8/31/26
21		**3.0 - 60% Design - Drawings, Specs, Cost Estimate**	**40 days**	**Mon 9/7/26**
22		Finalize Control Narratives	10 days	Mon 9/7/26
23		Prepare Draft for CRW Review	30 days	Mon 9/7/26
24		CRW Review	5 days	Mon 10/19/26
25		60% Design Review Workshop	0 days	Fri 10/23/26
26		Submit 60% Design	5 days	Mon 10/26/26
27		**4.0 - 90% Design - Drawings & Specs**	**30 days**	**Mon 11/2/26**
28		Prepare Draft for CRW Review	20 days	Mon 11/2/26
29		CRW Review	5 days	Mon 11/30/26
30		90% Design Review Workshop	0 days	Fri 12/4/26
31		Submit 90% Design	5 days	Mon 12/7/26
32		**5.0 - Final Design**	**15 days**	**Mon 12/14/26**
33		Drawings, Specs	15 days	Mon 12/14/26
34		Cost Estimate	15 days	Mon 12/14/26
35		**6.0 - Assistance in Bidding**	**40 days**	**Mon 1/4/27**

SCADA Master Plan Phase VI Project

Proposed Sheet List

General

G-001	PROJECT COVER SHEET
G-002	GENERAL LOCATION AND VICINITY MAPS
G-003	DRAWING INDEX
E-001	ELECTRICAL ABBREVIATION AND GENERAL NOTES
E-002	ELECTRICAL LEGENDS AND SYMBOLS SHEET 1 0F 2
E-003	ELECTRICAL LEGENDS AND SYMBOLS SHEET 2 0F 2
E-501	ELECTRICAL DETAILS SHEET 1 OF 2
E-502	ELECTRICAL DETAILS SHEET 2 OF 2
E-601	VFD PANEL LAYOUT 1 OF 2
I-001	INSTRUMENTATION ABBREVIATION AND GENERAL NOTES
I-002	INSTRUMENTATION LEGENDS AND SYMBOLS SHEET
I-501	INSTRUMENTATION DETAILS SHEET 1 OF 4
I-502	INSTRUMENTATION DETAILS SHEET 2 OF 4
I-602	TYPICAL CONTROL PANEL LAYOUT 1 OF 3
I-603	TYPICAL CONTROL PANEL LAYOUT 2 OF 3
I-604	TYPICAL CONTROL PANEL LAYOUT 3 OF 3

Meadows WTP

E-100	OVERALL ELECTRICAL SITE PLAN
E-101	ELECTRICAL POWER PLAN SHEET 1 OF 4
E-102	ELECTRICAL POWER PLAN SHEET 2 OF 4
E-103	ELECTRICAL POWER PLAN SHEET 3 OF 4
E-104	ELECTRICAL POWER PLAN SHEET 4 OF 4
E-601	ONE-LINE
E-602	PANEL SCHEDULES
E-603	CABLE AND CONDUCTOR SCHEDULES SHEET 1 OF 2
E-604	CABLE AND CONDUCTOR SCHEDULES SHEET 2 OF 2
I-101	P&ID - Wellhouse
I-102	P&ID - Well EQ Basin
I-103	P&ID - Filters 1 & 3
I-104	P&ID - Filters 2 & 4
I-105	P&ID - High Service Pump Station - 1
I-106	P&ID - High Service Pump Station - 2
I-107	P&ID - Backwash Waste, Decant, Drain
I-108	P&ID - Sodium Hypochlorite

Tank 11

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows 5 Lift Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID
I-601	GRINDER CP LAYOUT
I-602	GRINDER CP SCHEMATIC

Meadows 15 Lift Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID
I-601	GRINDER CP LAYOUT
I-602	GRINDER CP SCHEMATIC

Meadows 17 Lift Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID
I-601	GRINDER CP LAYOUT
I-602	GRINDER CP SCHEMATIC

Meadows A-1

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-2

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-3

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-4

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-5

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-6

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE

I-109	P&ID - Potassium Permanganate
I-110	P&ID - Wellhouse Chemical Dosing
I-111	P&ID - Ammonium Sulfate
I-112	P&ID - Ammonia Feed - 1
I-113	P&ID - Ammonia Feed - 2
I-601	SLUDGE PUMP CONTROL PANEL LAYOUT
I-602	SLUDGE PUMP CONTROL PANEL SCHEMATIC
I-603	FOUNDATION DRAIN CONTROL PANEL LAYOUT
I-604	FOUNDATION DRAIN CONTROL PANEL SCHEMATIC

Diamond Ridge Pump Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Crystal Valley Pump Station / Tank 15

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Tank 8

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

I-101	P&ID

Meadows A-7

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-8 (Well 49 Only)

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-11

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-12 (ASR Wells Only)

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-13

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Price Proposal

CRW SCADA Phase VI Design

Meadows Water Treatment Plant & Associated Remote Sites

Submitted to: Castle Rock Water (Attn: Nic Van Kooten)

Contract Type: Fixed Price

Proj Area >

Labor Plan — 9 Resource

Price Summary / Totals

Task Pricing Totals	448,500
Specify Add'l Fees on Setup	0
Technology Use Fee	
Add'l Fees for Prem. O/T Labor	N/A
Total Price	**448,500**

Pricing by Resource

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Work Days Off	Work Days	Total Labor Hrs	Project Manager (Deb Herman)	Technical Lead (Corey Lamb)	Network-OT Specialist (Jonathan van der Zee)	Electrical Engineer Lead (Troy Moore)	SCADA Engineer Lead (Phong Hoang)	Electrical Engineer (Ethan Meeks)	SCADA Engineer (Porter Fredrickson)	EIC Engineer (Aaron Lorenz)	Electrical QA/QC (John Rice)	Labor Rate Esc.	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
						2,569	208	279	26	194	460	521	539	314	28	0.26%	447,062	-	1,438	-	-	448,500
1 - Project Management						**219**	**124**	**24**	**14**	**10**	**33**	**14**	-	-	-		**50,106**	-	**183**	-	-	**50,289**
Setup	06/16/26	12/31/26	6.4	15	127	8	8										1,880					1,880
Kickoff	06/16/26	12/31/26	6.4	15	127	10	4	2		2	2						2,360		43			2,403
Biweekly Meetings - thru bid phase	06/16/26	02/28/27	8.3	19	165	93	32	16	8	4	25	8				1.14%	20,734					20,734
Weekly updates/status (2 hrs/week)	06/16/26	02/28/26	0.0			60	60										14,098					14,098
Technical coordination meetings (3)	06/16/26	12/31/26	6.4	15	127	34	6	6	6	4	6	6					7,708		140			7,848
Invoicing / Status Reports	06/16/26	02/28/27	8.3	19	165	14	14									1.14%	3,327					3,327
2 - Preliminary Eng Design Plans						**896**	**23**	**73**	**4**	**64**	**214**	**140**	**326**	**48**	**4**		**144,334**	-	**1,081**	-	-	**145,416**
Initial Site Investigation (18)	06/25/26	09/04/26	2.3	6	45	116	2	2		8		48	8	48			17,114		868			17,982
Statement of Work - per site (18)	06/25/26	09/04/26	2.3	6	45	36	2	18		8		8					8,672					8,672
P&IDs (30)	06/25/26	09/04/26	2.3	6	45	260	4	16			80		160				37,418					37,418
Control Narratives						**164**	**8**	**20**	-	-	**48**	-	**88**	-	-		**25,658**	-	**170**	-	-	**25,828**
Draft Control Narratives (22 PLCs)	06/25/26	09/04/26	2.3	6	45	140	4	16			40		80				21,369					21,369
Control Narrative Review Meetings (4@ 2 hrs ea)	06/25/26	09/04/26	2.3	6	45	24	4	4			8		8				4,289		170			4,459
Site Electrical Drawings (18)	06/25/26	09/04/26	2.3	6	45	93	1	8		24		60					17,120					17,120
Electrical One-Line Drawings	06/25/26	09/04/26	2.3	6	45	34				16		16			2		7,124					7,124
Electrical Equipment List	06/25/26	09/04/26	2.3	6	45	14				4		8			2		2,756					2,756
Instrumentation List	06/25/26	09/04/26	2.3	6	45	20		4			16						3,692					3,692
I/O List (~22 PLCs)	06/25/26	09/04/26	2.3	6	45	100					50		50				14,088					14,088
Preliminary Control System Network (18 Sites)	06/25/26	09/04/26	2.3	6	45	41	1		4		16		20				6,404					6,404
Updated Sheet and Spec List	06/25/26	09/04/26	2.3	6	45	2	1	1									509					509
Review Workshop	06/25/26	09/04/26	2.3	6	45	16	4	4		4	4						3,779		43			3,823
3 - 60% Design						**820**	**20**	**88**	**4**	**58**	**123**	**221**	**164**	**130**	**12**		**136,270**	-	**43**	-	-	**136,313**
P&IDs (30)	09/07/26	10/30/26	1.7	4	34	108	2	16			30		60				16,887					16,887
Finalize Control Narratives	09/07/26	10/30/26	1.7	4	34	46	2	8			12		24				7,475					7,475
Site Electrical Drawings (18)	09/07/26	10/30/26	1.7	4	34	188		8		12		80		80	8		29,370					29,370
Electrical One-Line Drawings	09/07/26	10/30/26	1.7	4	34	56		2		18		32			4		10,963					10,963
Electrical Equipment List	09/07/26	10/30/26	1.7	4	34	24	2	2		4		16					4,279					4,279
Instrumentation List	09/07/26	10/30/26	1.7	4	34	62	2	4			16	24	16				9,323					9,323
I/O List (~22 PLCs)	09/07/26	10/30/26	1.7	4	34	34	2	4			4		24				5,082					5,082
Control System Network (18 Sites)	09/07/26	10/30/26	1.7	4	34	66	2	4	4		16		40				10,123					10,123
Control Panel Drawings (4)	09/07/26	10/30/26	1.7	4	34	108		8			25	25		50			16,353					16,353
Specifications	09/07/26	10/30/26	1.7	4	34	86	2	12		16	16	40					16,149					16,149
Cost Estimate	09/07/26	10/30/26	1.7	4	34	22	2	16		4							5,946					5,946
Review Workshop	09/07/26	10/30/26	1.7	4	34	20	4	4		4	4	4					4,321		43			4,364
4 - 90% Design						**339**	**14**	**40**	**2**	**30**	**40**	**86**	**8**	**111**	**8**		**59,366**	-	**43**	-	-	**59,410**
P&IDs (30)	11/02/26	12/11/26	1.3	3	25	38	2	4				16		16			5,882					5,882
Site Electrical Drawings (18)	11/02/26	12/11/26	1.3	3	25	117		4		8		24		75	6		18,348					18,348
Electrical One-Line Drawings	11/02/26	12/11/26	1.3	3	25	28		2		8		16			2		5,482					5,482
Electrical Equipment List	11/02/26	12/11/26	1.3	3	25	9	1	2		2		4					1,872					1,872
Instrumentation List	11/02/26	12/11/26	1.3	3	25	13	1	4			8						2,628					2,628
I/O List (~25 PLCs)	11/02/26	12/11/26	1.3	3	25	18	2	4			12						3,512					3,512
Control System Network (18 Sites)	11/02/26	12/11/26	1.3	3	25	22	2	2	2		8		8				3,863					3,863
Control Panel Drawings (4)	11/02/26	12/11/26	1.3	3	25	38		8				10		20			6,232					6,232
Specifications	11/02/26	12/11/26	1.3	3	25	36	2	6		8	8	12					7,226					7,226
Review Workshop	11/02/26	12/11/26	1.3	3	25	20	4	4		4	4	4					4,321		43			4,364
5 - Final Design						**217**	**11**	**26**	**2**	**26**	**38**	**52**	**33**	**25**	**4**		**39,078**	-	**43**	-	-	**39,121**
P&IDs (30)	12/14/26	12/31/26	0.5	2	11	18	1	2					15				2,575					2,575
Site Electrical Drawings (38)	12/14/26	12/31/26	0.5	2	11	35		1		8		24			2		6,291					6,291
Electrical One-Line Drawings	12/14/26	12/31/26	0.5	2	11	19		1		4		12			2		3,571					3,571
Electrical Equipment List	12/14/26	12/31/26	0.5	2	11	4		2		2							1,095					1,095
Instrumentation List	12/14/26	12/31/26	0.5	2	11	7	1	2			4						1,432					1,432
I/O List (~22 PLCs)	12/14/26	12/31/26	0.5	2	11	11	1	2			8						2,081					2,081
Control System Network (18 Sites)	12/14/26	12/31/26	0.5	2	11	27	1	2	2		4		18				4,174					4,174
Control Panel Drawings (4)	12/14/26	12/31/26	0.5	2	11	36		1			10			25			5,257					5,257
Specifications	12/14/26	12/31/26	0.5	2	11	26	1	1		4	8	12					4,527					4,527
Cost Estimate	12/14/26	12/31/26	0.5	2	11	14	2	8		4							3,755					3,755
Review Workshop	12/14/26	12/31/26	0.5	2	11	20	4	4		4	4	4					4,321		43			4,364
6 - Bid Assistance						**78**	**16**	**28**	-	**6**	**12**	**8**	**8**	-	-		**17,907**	-	**43**	-	-	**17,951**

Integrator Pre-Qualification	01/01/27	02/28/27	1.9	5	37	16	8	8								5.00%	4,273					4,273
Bidder RFI / Addenda Preparation	01/01/27	02/28/27	1.9	5	37	42	4	12		2	8	8	8			5.00%	8,516					8,516
Bid Analysis & Recommendation	01/01/27	02/28/27	1.9	5	37	20	4	8		4	4					5.00%	5,118		43			5,162
Totals	**06/16/26**	**02/28/27**	**8.3**			**2,569**	**208**	**279**	**26**	**194**	**460**	**521**	**539**	**314**	**28**	**0.26%**	**447,062**	**-**	**1,438**	**-**	**-**	**448,500**

TETRA TECH

Castle Rock Water Meadows WTP
SCADA Master Plan Phase VI Project
Hourly Billing Rates

Employee Category / Job Title	Bill Rate
Project Manager	$ 240
Technical Lead	$ 260
SCADA Engineer Lead	$ 190
SCADA Engineer	$ 140
Electrical Engineer Lead	$ 300
Electrical Engineer	$ 190
EI&C Engineer	$ 140
EI&C QA/QC	$ 300
Network OT Specialist	$ 305

EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/18/2025

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	Allied World Surplus Lines Insurance Co	24319
INSURER C:	American International Group UK Ltd	AA1120187
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
1560 N. Broadway,
Suite 1400 & 1450
Denver CO 80202 USA

COVERAGES **CERTIFICATE NUMBER:** 570117126320 **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.

Limits shown are as requested

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 X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A A	**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		LDC4068970 AOS PS4068969 WI	10/01/2025 10/01/2025	10/01/2026 10/01/2026	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
B	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	$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: Job Description: On-Call SCADA Support Services. Stop Gap Coverage for the following states: OH, ND, WA, WY. Town of Castle Rock, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies as required by written contract.

CERTIFICATE HOLDER

Town of Castle Rock
A Colorado Municipal Corporation
100 N. Wilcox St.
Castle Rock CO 80104 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier : 179

Certificate No : 570117126320

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization as required by written contract or agreement that is executed prior to the loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization as required by written contract or agreement that is executed prior to the loss.
Location And Description of Completed Operations: All of your projects.
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract or agreement that is executed prior to the loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Any person or organization as required by written contract or agreement that is executed prior to the loss.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

(1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).

(2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:

(a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,

(b) While such written contract is in force, or until the end of the policy period, which ever occurs first**.**

(3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or,

(b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

(4) Exclusions

(a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.

(b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

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".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are 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".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NM, NY, NC, OK, OR, PA, RI, SC, SD, TN, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __0__% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. ( ) Specific Waiver

   (X) Blanket Waiver
   Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

2. Operations:

3. Premium: $
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. LDC4068970 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
WI

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. PS 4068969 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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EXHIBIT 3

Town of Castle Rock
Castle Rock Water Department
175 Kellogg Court
Castle Rock, CO 80109
720-733-6009

LETTER OF INDEMNIFICATION FOR WITHHOLDING CONFIDENTIAL INFORMATION

Re: Request under the Colorado Open Records Act

Request for Proposal Number: 2026-01

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Tetra Tech, Inc.
Submitter (Vendor or Business Name)

By: Deborah Herman
Signature

Deborah R Herman
Name (*please print*)

Senior Project Manager
Title

May 21, 2026
Date

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 11. **File #:** RES 2026-072

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Shawn Griffith, Assistant Director of Operations
John Chrestensen, Operations Manager

Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an On-Call Equipment and Service Agreement Between the Town of Castle Rock and Evoqua Water Technologies LLC. *[Entire Castle Rock Water Service Area]*

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution (***Attachment A***) approving an On-call equipment and services agreement (***Exhibit 1***) with Evoqua Water Technologies LLC (Evoqua), for a total authorization amount of $600,000, as a sole source justification (***Attachment B***). In previous years, Evoqua's total annual Bioxide use has been on the order of $480,000. Changes to Bioxide usage have been recommended based on studies of the Woodlands Sewer Interceptor, which runs through the Woodlands and Escavera neighborhoods. Based on these changes, the estimated cost of implementing Bioxide in 2026 is $600,000.

Budget Impact

Funding for this agreement will come from a second-quarter budget amendment into the Wastewater Field Services Chemicals & Fertilizer line item, as follows:

Fund Name	Account Number	Budget Amendment	Current Balance	Cost	Balance After Amendment
Second Qtr. Budget Amendment		$500,000			
Chemicals & Fertilizer	213-4540-445.61-26		$100,001	$600,000	$600,001

Proposed Motion

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

Alternative Motions

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

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

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Evoqua Water Technologies Sole Source Justification

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
Shawn Griffith, Assistant Director of Operations
John Chrestensen, Operations Manager

Title: **Resolution Waiving Formal Written Bidding Requirements Based on Sole Source and Approving an On-Call Equipment and Services Agreement with Evoqua Water Technologies LLC.** *[Entire Castle Rock Water Service Area]*

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution (***Attachment A***) approving an On-call equipment and services agreement (***Exhibit 1***) with Evoqua Water Technologies LLC (Evoqua), for a total authorization amount of $600,000, as a sole source justification (***Attachment B***). In previous years, Evoqua's total annual Bioxide use has been on the order of $480,000. Changes to Bioxide usage have been recommended based on studies of the Woodlands Sewer Interceptor, which runs through the Woodlands and Escavera neighborhoods. Based on these changes, the estimated cost of implementing Bioxide in 2026 is $600,000.

Notification and Outreach Efforts

Customer outreach has been conducted for the Woodlands Sewer Interceptor and Odor Control station near the Woodlands and Escavera neighborhoods, including CRW staff attending several Woodlands Homeowner Association (HOA) meetings to provide updates on the findings from sampling and modeling efforts conducted on the sewer interceptor, Castle Oaks Lift Station, and Mitchell Creek Lift Station.

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

There have been Town Council discussions regarding customer complaints and Bioxide use for odor and hydrogen sulfide (H2S) control at Town wastewater lift stations and force mains. Most recently, meetings and customer interactions have focused on Woodland’s main interceptor and the sewer odors generated in the Escavera/Woodland bowl open space.

On May 29, 2025, the Town approved a professional services agreement with Carollo Engineers, Inc. to collect and analyze wastewater liquid gas samples, model odor generation based on sampling results, and make recommendations to CRW for operational changes and facility upgrades.

On October 21, 2025, the Town authorized an amendment to Carollo's service agreement to evaluate taking Castle Oaks Lift Station sewer flows by gravity to the Pinery Wastewater Treatment Plant.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on May 27, 2026, and the Castle Rock Water Commission voted unanimously 6 to 0 to recommend Town Council approval of the Resolution as presented.

Discussion

Bioxide is a chemical that reduces the production of H2S that CRW utilizes at four of our sewer lift stations. They are Mitchell Creek, Castle Oaks, Maher Ranch, and Castlewood 1. The chemical is injected into the lift station wet wells to reduce sulfide formation in the force mains. This process reduces the release of toxic, corrosive, and odorous H2S gas in the collection system. Bioxide is currently CRW's only chemical additive option for odor and H2S control, and Evoqua Water is the sole nationwide provider of the proprietary chemical.

The Woodlands Interceptor sewer line runs through a valley, starting in Escavera and continuing through the Woodlands neighborhoods. This sewer interceptor has several drops, causing turbulent flows in the sewer. These flows allow excessive sewer odor to accumulate in the manholes, creating an off-putting odor that is detectable by surrounding residents and trail users.

This condition has worsened over time, leading to increased customer and HOA complaints about sewer odor. In response to these complaints, CRW contracted with Carollo Engineering to collect liquid and gas wastewater samples at the Castle Oaks and Mitchell Creek lift stations, perform odor-generation modeling based on the sample results, and recommend operational changes and facility upgrades to CRW. Carollo generated short and medium-term recommendations during this analysis. Below are the short-term recommendations, summarized:

- Seal off and discontinue use of the current odor control system, capping any foul airflow into the building or surrounding neighborhood.
- Improve Bioxide dosing method using flow pacing and saddle taps for ideal mixing
- Increase the quantity of Bioxide dosing until the desired H2S levels are reached in the gravity sewer.

CRW immediately implemented the first recommendation and shut down and capped the existing odor-control facility along the Woodlands Sewer Interceptor in the Woodlands neighborhood. The investigation also revealed that increasing the Bioxide dose at two Town lift stations (Michell Creek and Castle Oaks) that flow through the Woodlands interceptor, and improving chemical mixing, were the next immediate solutions to reduce H2S production and associated sewer odors in the area. Carollo

recommended increasing Bioxide dosing to as much as double the current dosage of Bioxide at each lift station while CRW continued to coordinate optimizing chemical mixing. Once the mixing system was in place, a sustained 25% increase in Bioxide was recommended to fully control liquid phase sulfide formation.

In addition to supplying the chemical and feed system, Evoqua will also provide testing for H2S and Nitrate levels at downstream sample sites and Vapor Link monitoring services. Vapor Link monitoring provides real-time atmospheric H2S data displayed on the Evoqua Link2Site website*.* Woodland's Link unit is deployed in the Woodlands interceptor downstream of the Castle Oaks and Mitchell Creek outfalls. Evoqua Link2site also provides data on Bioxide levels and feed rates at the Castle Oaks and Mitchell Creek lift stations.

This information allows staff to adjust Bioxide dosage manually via remote control or by visiting the site to respond to changing H2S levels in wastewater force mains. Unusual data, such as H2S spikes, will also alert operators to potential increases in odors in the collection system. This ensures that corrosive H2S levels and customer odor complaints are kept to a minimum. This monitoring service is included in the Bioxide agreement, at no charge.

Budget Impact

Funding for this agreement will come from a second-quarter budget amendment into the Wastewater Field Services Chemicals & Fertilizer line item, as follows:

Fund Name	Account Number	Budget Amendment	Current Balance	Cost	Balance After Amendment
Second Qtr. Budget Amendment		$500,000			
Chemicals & Fertilizer	213-4540-445.61-26		$100,001	$600,000	$600,001

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Evoqua Water Technologies Sole Source Justification

RESOLUTION NO. 2026-072

A RESOLUTION WAIVING THE FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE AND APPROVING AN ON-CALL EQUIPMENT AND SERVICE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND EVOQUA WATER TECHNOLOGIES LLC

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has determined that Bioxide is a proprietary chemical additive needed to address odor and hydrogen sulfide gas concerns at Castle Oaks Lift Station, Maher Lift Station, and Mitchell Creek Lift Station; and

WHEREAS, Town staff have determined that Evoqua Water Technologies, LLC (the "Contractor"), is the sole provider of Bioxide in the United States, and is best situated to supply Bioxide to the Town; and

WHEREAS, Town has determined that Contractor, in addition to supplying Bioxide to Town, will provide preventative maintenance services and Vaporlink monitoring services ("Services"), which enables the tracking of real-time atmospheric hydrogen sulfide data, at no additional cost to the Town; and

WHEREAS, under the Town Purchasing Policies and Procedures, the requirement for formal written sealed bids may be waived where only one known source exists, only one single supplier can fulfill the requirements, the service is of a unique nature, the service allows for standardization with existing equipment, or the Town currently has a contract in place with a contractor for similar work ("sole source"); and

WHEREAS, according to Section 3.02.060.A.4 of the Castle Rock Municipal Code, Town Council has the authority to waive the requirements for formal written sealed bids on the basis of sole source for the procurement of work or services in excess of $250,000; and

WHEREAS, because the Contractor is the only supplier that can supply Bioxide to Town, and because its services are of a unique nature, Town Staff recommend Town Council waive the formal written sealed bid requirement on the basis of sole source; and

WHEREAS, subject to Town Council's waiver of the requirement for formal written sealed bids, and subject to Town Council's approval, the Town and the Contractor have agreed to the terms and conditions by which Contractor will supply Bioxide and provide Services to the Town (the "Agreement"); and

WHEREAS, Town Staff recommends Town Council approve the Agreement with the Contractor.

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

Section 1. **Sole Source Approval**. The sole source justification form is hereby approved in the same form as presented at tonight's meeting.

Section 2. **Approval.** The Agreement between the Town and the Contractor is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 3. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under this Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed $600,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of June, 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
AGREEMENT TO PROVIDE ON-CALL SERVICES
(Bioxide Delivery and Vaporlink Monitoring – Castle Rock Water)

DATE: June 16, 2026.

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

EVOQUA WATER TECHNOLOGIES LLC, a Delaware limited liability company, 111 47th Street, Pittsburgh, Pennsylvania 15201 ("Contractor").

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town hereby engages Contractor pursuant to its Sole Source policy to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** Contractor shall provide all of the services, labor, materials, goods, products, and or deliverables as set forth on ***Exhibit 1*** ("Services") as-needed for the Town. The Town shall request Services under this Agreement on an as-needed basis. If a request for Services is accepted, Contractor shall complete the Services for each task in accordance with the timeframe agreed upon by the Parties. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor 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. Contractor may decline to undertake a request for Services. Town shall not be obligated to use Contractor for any specific Service. Town, in its sole discretion, shall have the right to utilize other Contractors for similar services, including but not limited to in the event Contractor fails to timely respond or declines to accept a Town request for Services under this Agreement.

2. **Payment.** Contractor shall invoice the Town for the Services rendered in accordance with the rates and fee schedule as set forth in ***Exhibit 1***. The 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, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations ("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 to Contractor, whether in whole or in part, within

thirty (30) days of receipt of such invoice. In no event shall the total payment to Contractor for the Services under this Agreement exceed **$600,000.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence on **July 1, 2026,** and expire on **June 30, 2027** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions for no more than three (3) years by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement.

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 Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred and owed up to and including the effective date of termination. Upon termination, Contractor shall immediately turn over all work product, materials, and or deliverables created up to the point of termination.

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services as necessary to complete the Services. Contractor will submit any proposed subcontractors and the description of subcontractor services to the Town for its prior approval. Contractor shall be solely responsible for payment to any such approved subcontractor.

6. **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.

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

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

9. **Insurance.**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the Term of the Agreement, 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, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

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

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

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, 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.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, 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.

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

F. **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 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:** 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.

H. **Automobile Liability:** Contractor 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. **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.

10. **No Waiver of 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 Agreement, 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.

11. **Indemnification.** Contractor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor 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 Contractor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **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.

14. **Time is 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.

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

16. **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.

17. **Venue and Choice of Law.** 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.

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

or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

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

20. **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.

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

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Contractor 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 Contractor 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 Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor 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 Contractor waives any right to prevent its name from being used in connection with the Services.

Contractor 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. Contractor shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Contractor has obtained proper permission and all licenses, releases and other necessary documents. Contractor releases, defends, indemnifies and holds harmless the 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, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

24. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement 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 Agreement 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 Agreement.

25. **Independent Contractor.** Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor 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. Contractor 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 Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Contractor 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.** Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.

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

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 Contractor's Certificate of Insurance; and (3) Exhibit containing Scope of Services and Fee Schedule.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

William Langford, Assistant Town Attorney

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

EVOQUA WATER TECHNOLOGIES LLC

By: _____
(Signature)

DAVID L MORAND
(Print Name)

Its: Senior Manager Customer Service
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Contractor shall coordinate with Town to provide the following services as-needed by the Town. In no event shall the total payment to Contractor by Town for Services provided below exceed $600,000.00, unless authorized by the Town in writing.

The monthly Preventive Maintenance and Monitoring Services include H_2S monitoring, loaner feed equipment, and technical support, all of which are included in the Bioxide® Solution price listed below. In addition, Contractor has added two (2) new H_2S monitoring sites (VaporLink sites and Link2Site access) to the program at no additional cost.

The pricing for Bioxide® Solution, along with Preventive Maintenance and Monitoring Services, for the next 12 months is shown below, effective July 1, 2026, through June 30, 2027.

Product and Services	**Current Price**	**New Price**
Bioxide® Solution	**$5.11 (Per Gallon)**	**$5.21 (Per Gallon)**
Preventative Maintenance and Monitoring Services	**$0**	**$0**

PREVENTATIVE MAINTENANCE AND MONITORING SERVICES:

A Contractor service technician will continue to perform routine maintenance and sampling for the chemical feed site(s) at a minimum of twelve (12) times per year. These visits will be conducted at a frequency not more than four (4) weeks apart and shall include odor control point liquid phase sampling and shall consist of checking operating parameters and performing routine maintenance to ensure the systems are operating within their design conditions. Any necessary process adjustments will be made and will be followed up as needed with no additional charge for visits. A written report will be provided within a week of site visit.

Bioxide Feed Locations	**Liquid Sampling Locations**
Castle Oaks Lift Station (ORCA Application)	Force Main Outfall
Maher Lift Station	As required, Maher influent flow
Mitchell Creek Lift Station (ORCA Application)	As required, Mitchell Creek influent flow
Mitchell Creek H2S Monitoring Site (Combined flow)	Force Main Outfall

Sampling and routine maintenance services will be scheduled in advance and include, but not be limited to the following:

Liquid phase testing for performance evaluation. The parameters measured shall be:

Parameter Monitored	**Method**

Dissolved Sulfide	Methylene Blue, pre-flocced to remove insoluble sulfides
pH	Combination Glass Electrode
Temperature	NIST calibrated Thermometer
Residual Nitrate	HACH Nitrate Strips

Continuous Vapor Phase hydrogen sulfide monitoring:

1. VaporLink® monitor are deployed for continuous remote monitoring of atmospheric H2S concentrations at one (1) consolidated control point for the collection system. Continuous atmospheric H2S data will be made accessible through Contractor's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H2S concentration exceed a high level or average alarm set point.
2. Contractor shall respond to all alarms and make any necessary process adjustments to ensure the treatment objective is being met.
3. Contractor shall be responsible for the calibration and deployment of the VaporLink® units.

Perform scheduled preventative maintenance on equipment and optimize chemical feed rates based on liquid phase performance evaluations.

Contractor shall respond to any emergencies immediately and target a resolution time of less than 24 hours within being notified of any odor complaints or odor control equipment failures. 24-hour technical phone response is included in the price of the program.

A report will be issued to the Town after each visit noting the following:

1. Beginning feed rate in ml/min, gal/day
2. Liquid phase data collected
3. Adjusted feed rate in mL/min, gal/day
4. Tank Levels
5. General Condition of the feed and storage equipment

The purchase of Bioxide® products from Evoqua constitutes an implied license to practice the processes described in United States Patents #6,309,597, #7,087,172 and 7,285,217. Bioxide is a registered trademark of Contractor.

Contractor may add up to a 3% fuel surcharge to the total pre-tax value of chemical deliveries.

The Monthly Service Fee has been removed and included in the price for Bioxide® Solution at no additional charge (VaporLink 4G Monthly Service Program, Evoqua Quote No. Q241212SB04).

EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2026

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 MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN108453421-Evoqu-GAWU-25-26	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA — 19445 INSURER B : AIU Insurance Co. — 19399 INSURER C : Allianz Global Risk US Insurance Company — 35300 INSURER D : INSURER E : INSURER F :
INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 301 Water Street SE Washington, DC 20003	

COVERAGES **CERTIFICATE NUMBER:** NYC-011809912-04 **REVISION NUMBER:** 1

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	Y	Y	012327514	10/31/2025	10/31/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:						SIR: $1,000,000	$
A	AUTOMOBILE LIABILITY		Y	012327512 (AOS)	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			012327513 (MA)	10/31/2025	10/31/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			USL00109925	10/31/2025	10/31/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	012327517 (AOS)	10/31/2025	10/31/2026	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N	N/A		012327516 (WI)	10/31/2025	10/31/2026	E.L. EACH ACCIDENT	$ 2,000,000
A	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			012327515 (OR)	10/31/2025	10/31/2026	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	AUTO BUFFER - EXCESS FOR AUTO ONLY			42-XSF-326265-04	10/31/2025	10/31/2026	LIMITS:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an Additional Insured under General Liability policy if required by written contract, and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured. It is further agreed that such insurance shall be primary and non-contributory with any other insurance in force for or which may be purchased by Additional Insureds, when required by written contract.

The General Liability policy includes a Waiver of Subrogation in favor of the certificate holder when agreed in written contract prior to the loss.

CERTIFICATE HOLDER

Town of Castle Rock
A Colorado Municipal Corporation
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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN108453421
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	EWT Holdings III Corp. Evoqua Water Technologies LLC 301 Water Street SE Washington, DC 20003
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Evoqua will be included as an insured under Xylem Inc. effective 12/31/2023.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 04/28/2026

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:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
EWT Holdings III Corp Evoqua Water Technologies Inc 210 Sixth Avenue Suite 3300 Pittsburgh PA 15222 USA	INSURER A: Illinois Union Insurance Company	27960
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570119672870 **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.

Limits shown are as requested

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						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC OTHER						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	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	Contractors Pollution Liabili			GPIG24550254004 Claims Made SIR applies per policy terms & conditions	01/15/2024	12/31/2026	Aggregate Per Poll Cond	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Equipment and Services Acquisition Agreement, Date: July 23, 2025.

CERTIFICATE HOLDER

Town of Castle Rock
A Colorado Municipal Corporation
100 N. Wilcox St.
Castle Rock CO 80104 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570119672870

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TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Bioxide and Vaporlink Monitoring

VENDOR Evoqua Water Technologies, LLC

AMOUNT OF PURCHASE $ $600,000

REQUESTORS NAME John Chrestensen

DEPARTMENT Castle Rock Water

DEPARTMENT DIRECTOR's Approval_____

FINANCE DEPARTMENT's Approval_____

TOWN MANAGER's (or Designee) Approval_____

TOWN COUNCIL's Approval, when necessary_____

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	☐
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	☒
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	☐

Per Municipal Code 3.02.060:

Purchases over one thousand dollars ($1,000.00) and up to and including five thousand dollars ($5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over five thousand dollars ($5,000.00) and up to seventy-five thousand dollars ($75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over seventy-five thousand dollars ($75,000.00) require formal written sealed bids unless waived by the Town Manager for purchases up to and including two hundred fifty thousand dollars ($250,000.00) or by Town Council for purchases over two hundred fifty thousand dollars ($250,000.00) on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

Evoqua is the sole provider of Bioxide, the proprietary chemical additive for odor and H2S control, in the United States. Evoqua will also provide Vapor Link monitoring services, which enable real-time atmospheric hydrogen sulfide data on the Evoqua Link2Site website. The Vapor Link unit is deployed at Mitchell Creek/Castle Oaks Lift Station Outfall, which flows through the Escavera and Woodlands neighborhoods, via the Woodlands Inceptor. Evoqua reports provide data on Bioxide levels at the Castle Oaks, and Mitchell Creek lift stations.

Bioxide is a chemical injected into the lift station wet wells to decrease the development of sulfides in the force mains. This process reduces the release of toxic and destructive Hydrogen Sulfide (H2S) gas in the collection system.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 12. **File #:** RES 2026-073

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 a True-Up Payment for the WISE DIA Connection Project Invoice from South Metro WISE Authority *[Denver City and County]*

Executive Summary

Castle Rock Water is seeking Town Council approval of a resolution (**Attachment A**) authorizing payment of an invoice (**Attachment B**) from South Metro WISE Authority (SMWSA). This invoice totals $712,851.93 and represents the Town of Castle Rock's 22.5% share of the WISE DIA Connection project true-up fee. The true-up invoice amount is $3,168,230.81. Additionally, there is a potential for a second true-up invoice resulting from a Commerce City use tax audit associated with the project.

The WISE DIA Connection Project was a collaborative effort between WISE, Denver Water, and Aurora Water. The project was developed to provide a means for Denver Water to deliver a portion of its water obligation to WISE while meeting required water quality standards. The project included approximately six miles of 18-inch PVC pipeline extending from Denver Water's conduit No. 147 to Aurora's Prairie Water's Pump Station 2 (PWPS2), where a flow control and metering facility was located. The pipeline connected to Aurora Water's Prairie Waters Pipeline, allowing water to be conveyed to the Binney Water Purification Facility and the WISE Pump Station for treatment and delivery to WISE members.

The WISE partners selected Tetra Tech to complete the design of the pipeline and flow control facility and JHL Constructors were the selected contractors. Construction began in June 2024 and is now 100% complete.

Budget Impact

This payment of $712,851.93 for the 2026 DIA Connection True-up fee will be paid from CIP/WISE Infrastructure account <211-4375-443.77-72>, project code <WRWPSF>. The account currently has a balance of $6.4 million.

Since 2014, Castle Rock has paid SMWSA a total of $1,994,350.20 for the DIA Connection. Including the 2026 payment, the Town of Castle Rock will have paid a total of $2,707,202.13.

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: Invoice

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Title: **Resolution Approving a True-Up Payment for the WISE DIA Connection Project Invoice from South Metro WISE Authority** [*Denver City and County*]

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a resolution (**Attachment A**) authorizing payment of an invoice (**Attachment B**) from South Metro Water Infrastructure Supply Efficiency (WISE) Authority (SMWSA). This invoice totals $712,851.93 and represents the Town of Castle Rock's 22.5% share of the WISE Denver International Airport (DIA) Connection project true-up fee. The true-up invoice amount is $3,168,230.81. Additionally, there is a potential for a second true-up invoice resulting from a Commerce City use tax audit associated with the project.

The WISE DIA Connection Project was a collaborative effort between WISE, Denver Water, and Aurora Water. The project was developed to provide a means for Denver Water to deliver a portion of its water obligation to WISE while meeting required water quality standards. The project included approximately six miles of 18-inch PVC pipeline extending from Denver Water's conduit No. 147 to Aurora's Prairie Water's Pump Station 2 (PWPS2), where a flow control and metering facility was located. The pipeline connected to Aurora Water's Prairie Waters Pipeline, allowing water to be conveyed to the Binney Water Purification Facility and the WISE Pump Station for treatment and delivery to WISE members.

The WISE partners selected Tetra Tech to complete the design of the pipeline and flow control facility and JHL Constructors was the selected contractor. Construction began in June 2024 and is now 100% complete.

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

All major components of the WISE project have been presented to Castle Rock Water Commission and Town Council. The last update to Town Council occurred on April 15, 2025. Council approved the second invoice and payment for the DIA Connection of $1,000,000.

Discussion

In 2013, the Town of Castle Rock became a member the South Metro WISE Authority (SMWSA) which, later that year, entered into the WISE Partnership with Denver Water and Aurora Water upon full execution of the Water Delivery Agreement (WDA). Since that time, Castle Rock has been a participant in the WISE Project and began receiving WISE water in April 2018.

WISE water is provided to members of SMWSA through the use of Aurora Water's Prairie Waters Project (PWP) which captures renewable and reusable water supplies on the South Platte River. The water captured and conveyed by PWP consists of supplies owned by both Aurora Water and Denver Water to varying degrees depending on hydrologic conditions. This partnership provides water to SMWSA members in hydrologically wet and normal years, and provides Denver Water with an emergency drought supply in 15 out of every 100 years.

A portion of the supply that Denver Water contributes to the WISE Project is located near DIA. To convey this water to SMWSA members, and ultimately to Denver Water's service area during emergency drought conditions, a connection between the DIA supply source and the WISE system was required. The WISE DIA Connection Project was constructed to provide this critical infrastructure and ensure the reliable delivery of water to participating members.

As outlined in Table 1 below, Castle Rock is responsible for 22.5% of the payment which amounts to $712,851.93.

Table 1, DIA Connection True-up Payment Pro-Rata Details

Member	Subscription %	Member Amount
Castle Rock	22.50%	$712,851.93
Cottonwood	4.00%	$126,729.23
Dominion	13.25%	$419,790.58
Highlands Ranch	10.00%	$316,823.08
Inverness	5.00%	$158,411.54
Meridian	7.75%	$245,537.89
PWSD	18.50%	$586,122.70
Pinery	0.00%	$0.00
Rangeview	9.00%	$285,140.77
Stonegate	10.00%	$316,823.08
Total	**100.00%**	**$3,168,230.81**

Castle Rock Water has a WISE supply of 2,250 acre feet per year on average. This is an interruptible supply 2 out of every 10 years. To date, Castle Rock Water has invested a total of $65,978,388 in the WISE project for infrastructure and water supply. Attachment C provides a map of all of the WISE infrastructure including the DIA Connection. There is one more major component of infrastructure to complete the WISE

project infrastructure. A desalination facility will be required before 2030. Castle Rock Water's current estimated cost for this last piece of infrastructure is $63,180,000.

Budget Impact

This payment of $712,851.93 for the 2026 DIA Connection True-up fee will be paid from CIP/WISE Infrastructure account <211-4375-443.77-72>, project code <WRWPSF>. The account currently has a balance of $6.4 million.

Since 2014, Castle Rock has paid SMWSA a total of $1,994,350.20 for the DIA Connection. Including the 2026 payment, the Town of Castle Rock will have paid a total of $2,707,202.13.

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
Attachment B: Invoice
Attachment C: Map of WISE Infrastructure

RESOLUTION NO. 2026-073

A RESOLUTION APPROVING A TRUE-UP PAYMENT FOR THE WISE DIA CONNECTION PROJECT INVOICE FROM SOUTH METRO WISE AUTHORITY (SMWSA)

WHEREAS, in 2013, the Town of Castle Rock, Colorado (the "Town") became a member of the South Metro WISE Authority ("SMWSA"); and

WHEREAS, the SMWSA then entered into the Water Infrastructure and Supply Efficiency (WISE) Partnership with the City and County of Denver through Denver Water, and the City of Aurora through Aurora Water in 2013; and

WHEREAS, the Town started receiving WISE Partnership water in 2018; and

WHEREAS, part of the supply that Denver Water contributes to the WISE Project is located near Denver International Airport ("DIA"), and a connection from DIA to the existing WISE system is required to be built in order to convey this water to SMWSA members (the "WISE DIA Connection"); and

WHEREAS, construction of the pipeline and flow control facility began in June 2024, and the WISE DIA Connection is 100% complete; and

WHEREAS, as a member of the SMWSA, the Town is responsible for twenty-two and five tenths percent (22.5%) of the invoicing for final completion of the WISE DIA Connection in the amount of seven hundred twelve thousand eight hundred fifty-one dollars and ninety-three cents ($712,851.93); and

WHEREAS, the Town herein resolves to encumber and pay the invoice presented by the SMWSA.

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

Section 1. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations for the WISE DIA Connection's final completion invoice, the Town Council authorizes the expenditure and payment in an amount not to exceed $712,851.93.

PASSED, APPROVED AND ADOPTED this 16th day of June, 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

Sales / Invoices

South Metro WISE Authority
116 Inverness Drive East
Suite 270
Englewood CO 80112

Customer: Castle Rock Water
175 Kellogg Court
Castle Rock CO 80104

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
	10013		DELIVERY	Net 30

Description:	Amount
DIA CONNECTION TRUE-UP	$712,851.93

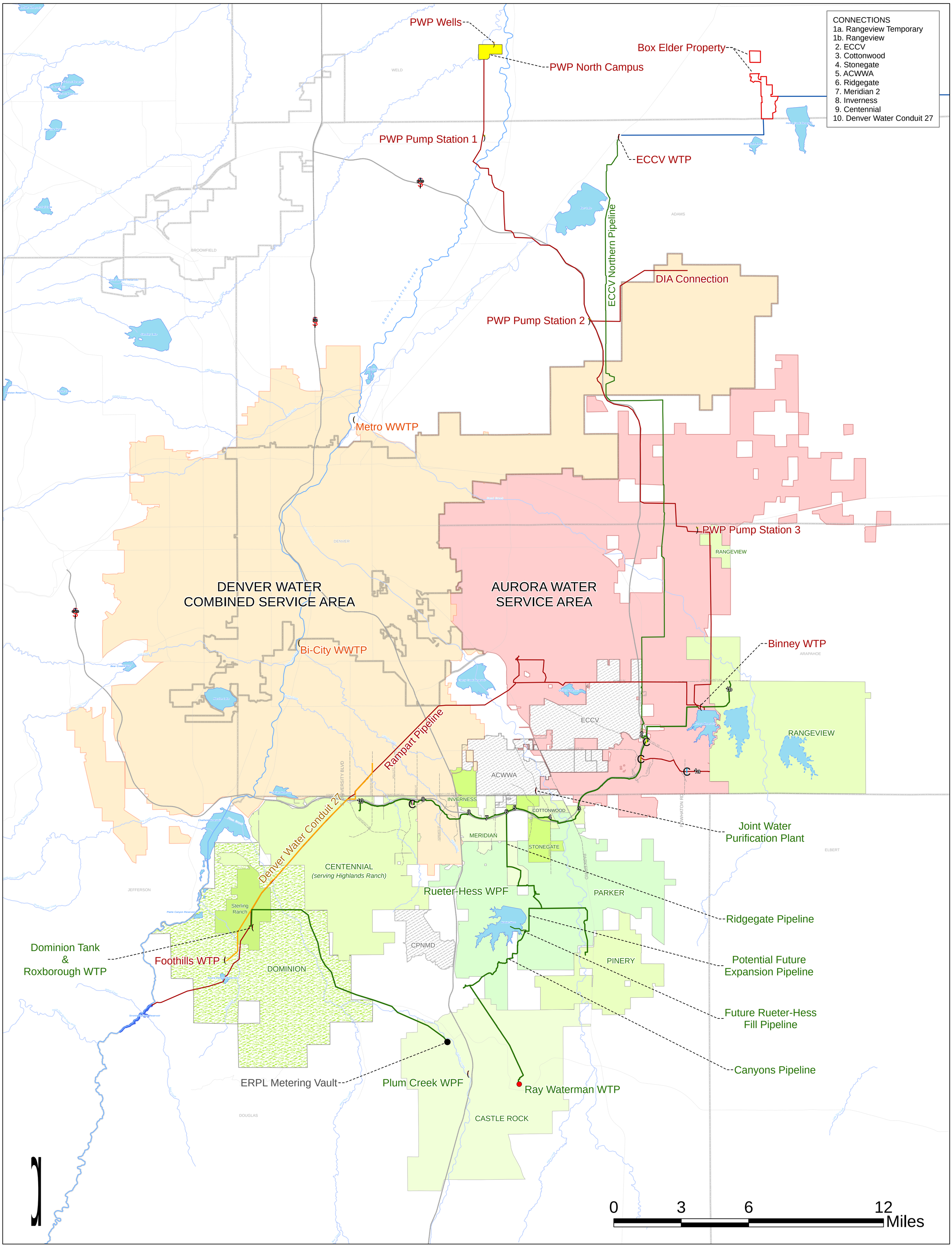
Subtotal	$712,851.93
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Payment	$0.00
Total Due	$712,851.93

WIRE INSTRUCTIONS

Bank: US Bank
950 17th Street
Denver, CO 80138

Name: South Metro Wise Authority
ABA: 102000021
ACCT: CSAFE – 122705534339
FCC: 46-3061238-01

SMWSA & WISE General Infrastructure



Major Components

- Quebec WTP
- Pressure Sustaining Valve
- Smoky Hill Tank
- Aurora Temporary Connection

Legend

- Existing Wastewater Treatment Plants
- Existing Water Treatment Plants
- Pipeline Connections
- Existing Pipelines
- Proposed Pipeline
- Highways
- Proposed Reservoirs
- SMWSA & WISE Members
- SMWSA Only Members
- Counties
- Counties

SMWSA
SOUTH METRO WATER SUPPLY AUTHORITY

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 13. **File #:** PROC 2026-010

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
Sandra Sandman, Customer Outreach Program Manager

Proclamation: Smart Irrigation Month - July 2026 (For Council Action - Presentation on July 7, 2026)

Executive Summary

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

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

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

Attachments

Attachment A: Proclamation

TOWN OF CASTLE ROCK
COLORADO

PROCLAMATION



Smart Irrigation Month

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

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

Whereas, Castle Rock residents have reduced their water consumption by more than 25% since 2006; and

Whereas, as a statewide leader in water conservation, Castle Rock has committed to another 13% in reduced water consumption by 2055; and

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

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

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

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

Now, therefore, the Town Council of the Town of Castle Rock does hereby proclaim July 2026 Smart Irrigation Month

Passed, Approved And Adopted this 7th day of July 2026, by the Town Council of the Town of Castle Rock, Colorado.

ATTEST

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason E. Gray, Mayor

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 14. **File #:** MIN 2026-017

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: June 2, 2026 Town Council Meeting

Executive Summary

Attached are minutes from the June 2, 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, June 2, 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 June 2, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the Invocation.

CALL TO ORDER / ROLL CALL

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

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray made announcements on various events. He received an email inquiring about the hotel. He received another inquiry about the View. They have met their obligation with their parking lot. He commented that downtown is doing well with a lot of people enjoying downtown businesses.

David Corliss, Town Manager, stated the City Hotel received approval and pulled their permit.

Councilmember Bracken receiving a similar email.

Councilmember Davis has inquired about parking at the County building. David Corliss, Town Manager, will follow up on the work being done for signage and provide an update to Council.

Councilmember Dietz reminded citizens of the Budget open house and to remember Veterans on Flag Day.

Mayor Pro Tem Cavey asked if there is any interest on doing anything with the Perry Street Social property. David Corliss, Town Manager, stated they have ensured the fencing is kept up and that the property is currently on the market.

UNSCHEDULED PUBLIC APPEARANCES

Citizens that addressed Council:

John Lontai thanked everyone who has served in light of Memorial Day. He spoke about putting in more trails and provided handouts to Council. He suggests a public private partnership.

Bryce Thouss commented on the concrete replacement projects going on. He is a concrete expert and feels there is improper curing and finishing, damage to existing stone and pouring concrete in the rain. He feels this is an unnecessary cost to citizens. He would like to see the concrete replaced at no cost to taxpayers. Mayor Gray stated that Public Works will respond to his concerns.

Mayor Pro Tem Cavey stated he lives in her neighborhood and offered to assist him with his concerns. He confirmed he has heard back from staff.

Councilmember Bracken thanked John for his comments on the trails and encouraged Council to review the packet and to have Parks and Recreation review the information. David Corliss stated staff will discuss and will get back to him.

Mark Neal owns Colorado Bike and Ski and has been involved with the Town putting in trails and supports John on his initiative for increasing single track trails. He would also like Parks to maintain the soft surface trails and not rely exclusively on volunteers.

TOWN MANAGER'S REPORT

Fire Chief Croom, Dan Sailer Public Works Director, Police Chief Cauley and David Corliss Town Manager provided a summary of the meeting with CDOT and the State Patrol at their After Action meeting about the closure of I-25 from the fatal accident.

ID 2026-065 **Update: Calendar Reminders**

David Corliss, Town Manager, provided an update.

ID 2026-066 **Update: Preliminary Year End Financial Review, Period Ending December 31, 2025**

ID 2026-067 **Update: Residential Unit Data (through March 31, 2026) with Potential Buildout Estimates**

ID 2026-068 **Development Services Project Updates**

Tara Vargish, Director of Development Services provided an update.

Mayor Pro Tem Cavey inquired about the Alexander Place PDP amendment.

Councilmember Davis inquired about the grading next to Parry's Pizza.

ID 2026-069 **Update: Quasi-Judicial Projects**

TOWN ATTORNEY'S REPORT

No report.

ACCEPTANCE OF AGENDA

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

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

CONSENT CALENDAR

Moved by Councilmember Brooks, seconded by Councilmember Davis, to Approve the Consent Calendar as presented. The motion passed by a vote of:

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

ORD 2026-018 **Ordinance Amending Section 13.15.080 of the Castle Rock Municipal Code Prohibiting Common Interest Communities from Enforcing Watering Requirements for Landscaping During Drought Conditions (Second Reading - Approved on First Reading on May 19, 2026, by a vote 7-0)** *[Castle Rock Water Service Area]*

RES 2026-062 **Resolution Approving On-Call Services Agreements with CMH Concrete Pumping Inc., KRM Concrete LLC, and Sabell's Civil and Landscape LLC, for the Minor Miscellaneous Pavement and Sidewalk Repair Program**

RES 2026-063 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an Equipment and Services Acquisition Agreement with LLJMWT LLC d/b/a L.L. Johnson Distributing Company, Inc. for Red Hawk Ridge Golf Course Equipment**

RES 2026-064 **Resolution Approving the 2026 Water Lease Agreement Between the Town of Castle Rock and Riverview Farms**

RES 2026-065 **Resolution Approving the 2026 Water Lease Agreement Between the Town of Castle Rock and Sublette, Inc.** *[Morgan County, Colorado]*

RES 2026-066 **Resolution Approving the Third Amendment to the Services Agreement Between the Town of Castle Rock and Burns & McDonnell Engineering Company, Inc. for the Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects** *[Ray Waterman Regional Water Treatment Center; various locations throughout Castle Rock, CO]*

MIN 2026-016 **Minutes: May 19, 2026 Town Council Meeting**

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

ORD 2026-017 **Ordinance Amending Various Provisions of Title 15, Articles 1 and 2, of the Castle Rock Municipal Code; Adopting by Reference as Primary Codes the 2024 International Building Code, 2024 International Residential Code, 2024 International Mechanical Code, 2024 International Plumbing Code, 2026 National Electric Code, 2021 International Energy Conservation Code, 2023 Colorado Model Electric-Ready and Solar-Ready Code, 2024 International Fuel Gas Code, 2024 International Fire Code, 2024 International Existing Building Code, 2024 International Swimming Pool and Spa Code, 2022 Safety Code for Elevators and Escalators, 2020 Safety Standard for Platform Lifts and Stairway Chairlifts, 2023 Safety Code for Existing Elevators and Escalators, 2021 Automated People Mover Standards and 2017 Accessible and Useable Buildings and Facilities Standards, each with Amendments thereto; and Providing for the Emergency Adoption of this Ordinance on Second and Final Reading (Second Reading - Approved on First Reading on May 5, 2026, by a vote 7-0)**

Tara Vargish, Director of Development Services and Jon White, Building Official, presented the item to be adopted on Emergency on Second and Final Reading.

No public comment.

Councilmember Hollingshead thanked Jon White for his work on this.

Moved by Mayor Gray, seconded by Councilmember Davis, to Approve Ordinance ORD 2026-017 as presented. The motion passed by a vote of:

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

DIR 2026-016 **Discussion/Direction of Applications for the 2026-2027 Art and Culture Grant Program**

Maia Yates, Parks and Recreation presented the item and staff recommends the following grants for a total of $58,190:

Educator Grants:
Castle Rock Christian Academy for $790
Castle Rock Christian Academy for $1,000
Brandon Stover/Renaissance Secondary School $1,000

Project Grants:
KC Neal/Castle Rock Bike and Ski $5,000
Ben Henry $5,000
Kat Thomas/Kat Pro Studio $5,000
Andrew Wasson/Wild Blue Yonder $5,000
Heidi Mossman/Life at Home $5.000
Samantha Sobas/Coff33 $5,000
Castle Rock Police K9 Association $5.000

Melanie Schambach $5,000

Program Grants:
Castle Rock Band $4,900
Castle Rock Orchestra $500
Tri Arts Project (TAP) $10,000

Councilmember Brooks inquired about funding for art projects that enhance a private business. He asked that we ensure we are very transparent in the process.

David Corliss, Town Manager, reminded Council that funds have been used for facade improvements, etc. as well because of the public good.

Mayor Pro Tem Cavey inquired how much money do we have to offer these grants. Maia stated we have $85,000 available.

Councilmember Hollingshead stated the Town doesn't have a lot of available to place art, and that when they at businesses they maintain it.

Councilmember Davis confirmed that the business is responsible for maintaining art located at a business.

Maia stated they may need to adjust the program for funds available for maintenance to ensure the items don't go into disrepair. Some of the grants are with the business, but also permission from the owner of the building.

Mayor Gray inquired if it is okay to vote on the grant for the project that will be at the building he has his business in. He will exclude that grant from his motion and the other project will be voted on separately.

Councilmember Dietz confirmed that they will receive reports on the projects and will be available for inspection.

No public comment.

Mayor Pro Tem amends the motion to give Castle Rock Police $10,000 for the sculpture project on the service dogs.

Councilmember Bracken confirmed the money is going to the sculpture not the K9 program.

Mayor Gray is concerned that it benefits the businesses.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Dietz, to Approve the grants as presented with an amendment to increase the award to the Castle Rock Police to $10,000 and vote on Dessert Jewel separately. The motion passed by a vote of:

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

Moved by Councilmember Hollingshead, seconded by Councilmember Bracken, to approve the grant to Dessert Jewel. The motion passed by a vote of:

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

Abstain: 1 - Gray

ORD 2026-019 **Ordinance Repealing and Reenacting Chapter 2.01 of the Castle Rock Municipal Code Regarding the Conduct of Town Elections (First Reading)**

Lisa Anderson, Town Clerk, presented the item.

No public comment.

Moved by Councilmember Dietz, seconded by Councilmember Davis, to Approve Ordinance ORD 2026-019 as presented. The motion passed by a vote of:

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

RES 2026-067 **Resolution Approving the First Amendment to the Amended and Restated Property Lease Agreement Between the Town of Castle Rock and Cellco Partnership d/b/a Verizon Wireless for a Communication Tower** (50-year lease with one-time payment to Town) *[1582 Reservoir Road]*

Mark Marlowe, Director of Castle Rock Water presented the item.

No public comment.

Mayor Pro Tem Cavey abstained due to her employment with Verizon.

Moved by Councilmember Brooks, seconded by Councilmember Hollingshead, to Approve Resolution RES 2026-067 as presented. The motion passed by a vote of:

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

Abstain: 1 - Cavey

RES 2026-068 **Resolution Approving Funding the Execution of Water Provider Agreement Amendment No. 7 Between the Town of Castle Rock and the Colorado Water Conservation Board for the Purchase of Additional Storage Space in the Chatfield Storage Reallocation Project** *[Chatfield Reservoir in Douglas and Jefferson Counties]*

Mark Marlowe, Director of Castle Rock Water, presented the item.

No public comment.

Moved by Councilmember Davis, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2026-068 as presented. The motion passed by a vote of:

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

RES 2026-069 **Resolution Approving a Professional Services Agreement with Dewberry Engineers Inc. for the Young American Infrastructure Improvements Project** *[Young American neighborhood north of South Street, west of Valley Drive and east of Gilbert Street]*

Mark Marlowe, Director of Castle Rock Water, presented the item.

Councilmember Brooks asked if this is the oldest infrastructure we have.

No public comment.

Mayor Pro Tem Cavey stated there have been a lot of questions about ADA requirements and that we need to communicate with the residents.

Moved by Councilmember Bracken, seconded by Councilmember Hollingshead, to Approve Resolution RES 2026-069 as presented. The motion passed by a vote of:

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

RES 2026-070 **Resolution Approving a Purchase & Sale Agreement between the Town of Castle Rock and Ice Tong Land & Cattle Co. LLC for the Sedalia Force Main and Lift Station to Plum Creek Water Reclamation Authority**

Mark Marlowe, Director of Castle Rock Water, presented the item. Resolution 2026-070 and Ordinance 2026-020 will be presented together and voted on separately.

No public comment.

Moved by Councilmember Brooks, seconded by Councilmember Bracken, to Approve Resolution RES 2026-070 as presented. The motion passed by a vote of:

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

ORD 2026-020 **Ordinance Amending Ordinance No. 2026-013 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 and Providing for its Emergency Adoption on First and Final Reading** *[Located in Sedalia, CO]*

Moved by Councilmember Hollingshead, seconded by Mayor Pro Tem Cavey, to Approve Ordinance ORD 2026-020 as presented. The motion passed by a vote of:

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

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

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

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

Meeting adjourned at 8:04 pm.
Submitted by Lisa Anderson, Town Clerk

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 15. **File #:** DIR 2026-017

To: Honorable Mayor and Members of Town Council

From: Trish Muller, CPA, Finance Director

Discussion/Direction of Applications for the 2026 Second Quarter Council Community Grant Program, Three Eligible Applicants

Executive Summary

The Council Community Grant Program (CCGP) has an annual budget of $20,000 funded by the Town Council Non-profit Grants account in the General Fund. The Town disburses funds for the grants quarterly in $5,000 increments to non-profit organizations within the Castle Rock community. Individual grants cap at $1,000 per request. The Town of Castle Rock Finance Department receives the applications, reviews them for eligibility, and presents the grant requests to Town Council.

The Town received three (3) qualified applications for the 2nd Quarter CCGP **(Attachment A)**.

Organization	Amount Requested	Purpose
Agewise Colorado	$1000	Agewise Colorado is a free, statewide nonprofit that connects older adults, caregivers, and families with trusted information, educational programs, and more than 1,400 vetted service providers. Grant funds will be used to increase awareness of these resources among Castle Rock residents through direct outreach, targeted marketing, and personal contacts.
Castle Country Assisted Living	$1000	Castle Country Assisted Living is a Castle Rock nonprofit that provides compassionate, home-like assisted living for older adults with varying health and financial needs. Funds will be used to restore and enhance the area surrounding the gazebo and pond - an area that is often used by residents for relaxation and social activities
A Precious Child	$1000	A Precious Child is a Colorado nonprofit that provides children and families facing poverty or crisis with essential resources, educational support, and opportunities that help them thrive. Funds will allow A Precious Child to provide community distribution events directly in Castle Rock, in addition to serving residents onsite at their Broomfield HQ.

This memo intends to present these applications to Council for consideration and approval.

Discussion

The General Fund acts as the source of monies for the Council Community Grant Program. Specific non-profit organizations for community-based projects receive CCGP funds. Organizations may apply on an as-needed basis, and staff reviews applications quarterly.

Eligible project areas for CCGP include projects that contribute to Castle Rock's "quality of life" with special emphasis on programs and activities for:

- Youth
- Seniors
- Community based environment and sustainability

Attachment B lists the amounts awarded for the 2022-2025 Council Community Grant Program.

Brief Overview of Application:

Agewise Colorado - Agewise Colorado is a free, statewide, volunteer-powered 501(c)(3) nonprofit organization that connects Coloradans ages 40-100 with reliable information, educational programming, and more than 1,400 carefully vetted services at no cost to users. Grant funds will be used to increase awareness of these resources among Castle Rock residents through direct outreach, targeted marketing, and personal contacts. Their goal is to increase participation from the current average of 56 Castle Rock users per month to 100 users per month. Agewise Colorado believes that increasing awareness of its free services will help more Castle Rock residents access valuable resources.

Castle Country Assisted Living (CCAL) - CCAL is a nonprofit organization that provides compassionate assisted living for older adults who need support with daily living. CCAL seeks funding to improve the outdoor therapeutic space used by the residents at Valley House. Funds will be used to purchase mulch and landscape materials to restore and enhance the area surrounding the gazebo and pond - an area that is often used by residents for relaxation and social activities. Enhancing the gazebo and pond area will create a safer, more welcoming environment where residents can enjoy fresh air, spend time with family, and participate in outdoor activities.

A Precious Child - A Precious Child's mission is to provide children in need with opportunities and resources that empower them to reach their full potential. Through their Resource Bridge program, A Precious Child hopes to serve over 100 unduplicated children and caregivers in Castle Rock who are living in poverty. Funds will allow A Precious Child to provide community distribution events directly in Castle Rock, in addition to serving residents onsite at their Broomfield HQ.

Budget Considerations

The 2026 budget includes $20,000, $5,000 available for each quarter, in the Town Council Non-profit Grants account in the General Fund for the 2026 Council Community Grant Program.

Staff Recommendation

Staff defers to council decisions on awards to applicants. Traditionally Council approves a $1,000 award to each of the non-profit organizations presented in this grant cycle, assuming consideration of a maximum of 5 applications per quarter.

Proposed Motion

"I move to award funding to the following organizations:

Organization	Amount Awarded
Agewise Colorado	
Castle Country Assisted Living	
A Precious Child	

Alternative Motions

"I move to award funding to the following organization(s) for a different amount:

Organization *(New Amount)*

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

Attachments

Attachment A: Applications
Attachment B: Award History
Attachment C: Staff Presentation
Attachment D: CCGP Overview

Print

2026 Second Quarter - Council Community Grant Program Application - Submission #172097

Date Submitted: 5/8/2026

2026 Council Community Grant Program application

Second quarter - due by Friday, May 22, 2026

Name of organization:*

A Precious Child

Address:*

7051 W 118th Avenue

City:*	State:*	Zip:*
Broomfield	CO	80020

Contact name:*	Telephone number:*	Email address:*
Becca Cuntala	720-902-4963	beccacuntala@apreciouschild.org

Description of organization:*

A Precious Child was founded in 2008, beginning in a garage and serving just over 41 children in its first year. Today, the organization operates a 26,000-sq. ft. facility in Broomfield and maintains a network of Satellite Resource Centers and community distributions across eight Denver Metro counties, including Douglas County and the Town of Castle Rock.

Our mission is to provide children in need with opportunities and resources that empower them to reach their full potential. We support children and families experiencing poverty or crisis through resource navigation, holistic support services, access to educational and extracurricular opportunities, and the distribution of essential items that stabilize a child's daily life and are often not available to children faced with their family's economic hardship.

In partnership with over 300 human-service agencies and supported by over 8,000 annual volunteers, our cradle to career support bridges the gap in a child's basic needs and education so that every child has the chance to become a secure, self-reliant, contributing member of their community.

In 2025, A Precious Child served over 50,000 children and 16,000 caretakers living in poverty or crisis across Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson and Weld Counties. We distributed over $12.7M in value of basic goods, including 11,714 backpacks filled with school supplies and 10,631 holiday gifts that fulfilled children's holiday wishes.

There are over 3,000 Castle Rock residents living in poverty (US Census Data 2024). Children and their families can access our cradle and career support through combination of our five programs:
Resource Bridge program – This program provides children and caregivers facing poverty and crisis with free access to essential items including clothing, hygiene products, diapers, food and household goods.
Fill A Backpack program – This program provides backpacks filled with grade-appropriate school supplies to children in need to maximize their academic potential.
giveACCESS program – This program ensures that children in need can participate in sports, arts and educational opportunities alongside their peers by providing donated equipment, financial assistance and camps.
Precious Gift program – This program provides gifts to children who would otherwise go without during monumental times in their lives, such as the holiday seasons.
Pathways – This is a workforce readiness program that provides work-based learning opportunities for at-risk young adults aged 16-24, equipping them with essential skills and experiences to secure their first job.

Recently, our services have supported caregivers like Angie, who said, "Almost ALL of my baby supplies came from A Precious Child! The financial burden of having a new baby but no job was so stressful, but APC filled the void and my son had everything he needed and more. Namebrand and wonderful great quality items that were clean. The whole experience was very dignified and I felt valued and respected."

In 2025 our Clients Outcome Survey demonstrated that because of goods and services from A Precious Child, 80% of caregivers reported that their children have less anxiety and/or depression, while 80% have higher self-esteem. Additionally, 100% of caregivers said their stress had been reduced and 80% said that A Precious Child's programs have improved their family's quality of life.

The 2024 KIDS COUNT in Colorado! report highlights that children in families facing persistent economic hardship experience greater barriers to stability, making timely access to essential resources and supportive services, like those provided through A Precious Child's Resource Bridge program, are critical to improving long-term outcomes.

Nonprofit status:*

- [x] 501(c)(3)
- [ ] 501(c)(19)

Please attach proof of nonprofit status as PDF:*

IRS 501c3 determination letter A Precious Child.pdf

Additional attachments as PDF:

APC 2025 Impact Report (2).pdf

Amount requested ($1,000 maximum):*

1000

Description of specific project for requested funds:*

Through our Resource Bridge program, we aim to serve over 100 unduplicated children and caregivers in Castle Rock who are living in poverty. Funds will allow us to provide community distribution events directly in Castle Rock, in addition to serving residents onsite at our Broomfield HQ and through mini-boutique versions of our cost-free store at nearby Satellite Resource Centers—providing essentials and resource navigation support at no-cost.

Last year we served 146 residents through one-time Community Distributions that brought no-cost essentials like clothes, food, and diapers directly into Castle Rock helping to alleviate transportation barriers. We partnered with Douglas County Health Department and Griffith Centers to help distribute essentials.

For those that access services onsite at our Broomfield HQ, we work to identify and address the barriers that keep families in cycles of poverty by focusing on their points of instability and providing, or connecting them, to meaningful support. Each client completes a Needs Assessment Form prior to meeting with a Family Advocate, allowing for personalized, holistic support and targeted referrals to the most appropriate community resources. While all Family Advocates are fluent in Spanish, we also use electronic translators and translator apps to ensure clear, accessible communication for families who speak other languages. After receiving individualized support from a Family Advocate, families can access our cost-free store to stock up on essentials such as clothing, hygiene products, home goods, toys, books, diapers, baby essentials, and culturally relevant food in our Food Pantry.

We maintain MOUs with more than 300 Agency Partners across Colorado including nonprofits, schools, hospitals, and government agencies. In Castle Rock, we work with key partners including Alternatives Pregnancy Center, Douglas County Department of Human Services, Douglas County Health Department, and the Foundation for Douglas County Schools. These partnerships extend our reach throughout Douglas County, particularly into Castle Rock, allowing families to access essential resources closer to home. They also create a vital two-way communication channel, enabling us to better understand the opportunities and challenges our peer organizations are facing as well as share our own critical needs.

By providing A Precious Child's services at no cost to families and partners, we allow caregivers to focus their limited income on the essentials that matter most, creating the stability children need to grow, heal, and thrive. This will be more important than ever as Colorado families continue to face rising costs in the year ahead, impacting low-income communities the hardest.

Eligible project area(s), programs and activities for:*

- [x] Youth
- [ ] Seniors
- [ ] Community-based environmental and sustainability
- [ ] Community-based performing visual arts
- [ ] Other

Other (please explain):

How does this project benefit Castle Rock residents?*

In 2025, we supported 99 Castle Rock residents through our cradle to career programs. This included distributing 170 pounds of essentials goods, 97 backpacks filled with grade-appropriate school supplies, 4 holiday gifts that fulfilled children's holiday wishes, and 3,001 diapers to help keep infants and toddler, safe, and dry.

Among the Castle Rock residents that we serve, 100% of our families are low-income with 74% living between 101-200% below the Federal Poverty Level. Our client population is 60% female and 40% male with 76% ages 0-18 and 24% ages 19-66+. Families identify as 63% Caucasian, 24% Latino, 2% African American, 3% Multi-racial, 1% American Indian, 3% Asian and 3% other. The average household we support is a family of four with an annual income of just $19,000 per year.

Through our Resource Bridge program, families save more than $2,000 annually, allowing them to redirect scarce income toward critical expenses such as housing, healthcare, childcare, and transportation which supports them on a path to economic and social stability.

We continue to navigate substantial reductions in federal and foundation funding. The year, those challenges have deepened, including the full loss of our state Diaper Grant ($300K). These shifts make local support from the Town of Castle Rock even more essential to sustaining services for Castle Rock families and ensuring we can dedicate the staff and resources to Castle Rock specifically.

Please submit completed application, or print and deliver to:

Town of Castle Rock (Finance Department), 100 N. Wilcox St., Castle Rock, CO 80104

Print

2026 Second Quarter - Council Community Grant Program Application - Submission #169688

Date Submitted: 3/12/2026

2026 Council Community Grant Program application

Second quarter - due by Friday, May 22, 2026

Name of organization:*

Castle Country Assisted Living

Address:*

255 S Valley Dr.

City:*	State:*	Zip:*
Castle Rock	Co	80104

Contact name:*	Telephone number:*	Email address:*
Cheryl Griffin	303-641-8939	ceo@castlecountry.org

Description of organization:*

Castle Country Assisted Living (CCAL) is a nonprofit organization in Castle Rock, Colorado, providing compassionate assisted living for older adults who need support with daily living. Operating three small, home-like residences, CCAL serves seniors with complex health and financial needs while promoting dignity, safety, independence, and meaningful community connections.

Nonprofit status:*

- [x] 501(c)(3)
- [ ] 501(c)(19)

Please attach proof of nonprofit status as PDF:*

IRS Determination Letter.PDF

Additional attachments as PDF:

Choose File No file chosen

Amount requested ($1,000 maximum):*

1,000

Description of specific project for requested funds:*

Castle Country Assisted Living seeks funding to improve the outdoor therapeutic space used by our residents at Valley House. Funds will be used to purchase mulch and landscape materials to restore and enhance the area surrounding our gazebo and pond. This outdoor space is frequently used by residents for relaxation, social activities, family visits, and quiet reflection. By refreshing the landscaping, improving walkability, and maintaining a safe and welcoming environment, we will create a more comfortable and accessible outdoor setting for seniors to enjoy fresh air and nature. Access to safe outdoor environments is important for mental health, social engagement, and overall well-being, particularly for older adults with limited mobility or cognitive challenges.

Eligible project area(s), programs and activities for:*

- [ ] Youth
- [x] Seniors
- [ ] Community-based environmental and sustainability
- [ ] Community-based performing visual arts
- [ ] Other

Other (please explain):

How does this project benefit Castle Rock residents?*

This project improves a shared outdoor space used daily by seniors living in Castle Rock who reside at Castle Country Assisted Living. Enhancing the gazebo and pond area will create a safer, more welcoming environment where residents can enjoy fresh air, spend time with visiting family members, and participate in outdoor activities. Access to well-maintained outdoor spaces supports physical movement, reduces social isolation, and improves mental well-being for older adults. By maintaining these spaces, we help local seniors remain active, connected, and engaged in their community while aging safely in a supportive environment.

Please submit completed application, or print and deliver to:

Town of Castle Rock (Finance Department), 100 N. Wilcox St., Castle Rock, CO 80104

Print

2026 Second Quarter - Council Community Grant Program Application - Submission #172477

Date Submitted: 5/17/2026

2026 Council Community Grant Program application

Second quarter - due by Friday, May 22, 2026

Name of organization:*

Agewise Colorado

Address:*

P O Box 102662

City:* Denver

State:* Co

Zip:* 80250

Contact name:* Robert Brocker

Telephone number:* 3038815050

Email address:* rjbrocker@agewisecolorado.org

Description of organization:*

AgeWise Colorado is a free, statewide, volunteer-powered 501(c)(3) nonprofit. We connect Coloradans aged 40-100: older adults and their adult children and caregivers — to reliable information, educational programming, and 1,400 carefully vetted service providers at no cost to any user across the state. We celebrate our five-year anniversary on July 1, 2026, and in that time have built a reputation for reliability, ease of use in serving as Colorado's primary free to use navigation platform for both older adults and family caregiver; serving tens of thousands of families each year.
Based on our growing YTD usage numbers, we expect to serve nearly 100,000 people, in total, across the state, in 2026--and are currently reaching very few in Castle Rock.

Nonprofit status:*

- [x] 501(c)(3)
- [ ] 501(c)(19)

Please attach proof of nonprofit status as PDF:*

irs letter.pdf

Additional attachments as PDF:

Choose File No file chosen

Amount requested ($1,000 maximum):*

$1,000

Description of specific project for requested funds:*

Raising of awareness of our service to Castle Rock residents using direct marketing and personal contacts to increase usage of our site by Castle Rock residents from only 56 per month to 100 per month.
Still small, but a significant increase by judicious use of this funding. Assuming that approximately 50% of Castle Rock's population is aged 35-105, or around 40,000 people, the usage of our very helpful and free website is very low (less than 1%). We have learned--and are absolutely certain--that lack of usage of our site is directly related to lack of awareness that we exist and are here to serve. We also know that having more local services on our site is helpful and we are always working to add more.
Regarding growth in site activity: total users of our site in 2025 were a bit over 48,000. Through April 30 of this year, total users reached 26,000. We are projecting 80,000 total for 2026--a 60% increase over 2025--and we have a stretch goal of 100,000.

Eligible project area(s), programs and activities for:*

- [ ] Youth
- [x] Seniors
- [ ] Community-based environmental and sustainability
- [ ] Community-based performing visual arts
- [ ] Other

Other (please explain):

How does this project benefit Castle Rock residents?*

The more people who are aware of our free to use, 24X7, service, the more will use it for its only intent: To connect older adults and their adult children and caregivers to reliable information, educational programming, and carefully vetted service providers.
We know, from various surveys and reports, and feedback from users of our site, that it has tremendous value to those who are aware of it, and use it.

Please submit completed application, or print and deliver to:

Town of Castle Rock (Finance Department), 100 N. Wilcox St., Castle Rock, CO 80104

COUNCIL COMMUNITY GRANT PROGRAM

	2023 AWARDS	2024 AWARDS	2025 AWARDS	2026 AWARDS
Aging Resources of Douglas County			1st Qtr 1000	
All Vet Honor Guard		4th Qtr $1,000		
American Legion Post 1187	4th Qtr $2,000	4th Qtr $1,000		
A Precious Child			2nd Qtr $562.50	
Best Buddies			1st Qtr $1000	
Castle Country Assisted Living			2nd Qtr 562.50	
Castle Rock Artist Alliance		1st Qtr $1000		
Castle Rock Band	3rd Qtr $1000		1st Qtr $1000	
Castle Rock Chorale			1st Qtr $1000	
Castle Rock High Noon Rotary Foundation		2nd Qtr $1000	4th Qtr $1000	
Castle Rock Orchestra	1st Qtr $500	1st Qtr $1,000	2nd Qtr 562.50	
Castle Rock Pirates Rugby Club	1st Qtr $500	2nd Qtr $1000	1st Qrt $1000	
Castle View Ballers Club			3rd Qrt $500	
Castle View Band Boosters	1st Qtr $500	2nd Qtr $1000	2nd Qtr 562.50	
Castle View Gridiron Club		3rd Qtr $1,000	2nd Qtr 562.50	
Castle View High School's Technology Student Association Chapter	3rd Qtr $1000	4th Qtr $1,000	4th Qtr $1000	
Clothes To Kids Denver	3rd Qtr $1000			
Denver Regional Mobility and Access Council	3rd Qtr $1000			
Douglas County High School After Prom	1st Qtr $500	1st Qtr $1,000 / 4th Qtr $1,000	4th Qtr $1000	
Douglas County High Schools Academic & Athletic Association				
Douglas Land Conservancy	2nd Qtr $750	3rd Qtr $1000	3rd Qtr $500	
Heavy Athletics			2nd Qtr 562.50	
Help & Hope Center	4th Qtr $2,000	4th Qtr $1,000		
Heroes Hall Foundation			3rd Qtr $1000	
Horsepwer Inc				1st Qtr $1000
Honor Bell Foundation		1st Qtr $1000		
Lady Trailblazer Inc	2nd Qtr $750	3rd Qtr $1000	2nd Qtr $562.50	
The Mane Mission		3rd Qtr $1000	3rd Qtr $1000	
Max W Donahue		4th Qtr $1,000		
Paul's Mystery Ship to End ALS	2nd Qtr $750	2nd Qtr $1,000	1st Qtr $1000	
Parkinsons Association of the Rockies		4th Qtr $1,000	3rd Qtr $1000	
Rimmel's Ranch	2nd Qtr $750			
SECOR				1st Qtr $1000
Sunday Salmon Inc			1st Qtr $1000	1st Qtr $1000
Third Meal			2nd Qtr $562.50	
TOTAL	$ 13,000.00	$ 19,000.00	$ 18,500.00	$ 3,000.00

Town of Castle Rock

Second Quarter

Council Community Grant Program

Presented by
Finance

Council Date:
June 16, 2026



Council Community Grant Program

On December 02, 2025, Council voted to amend the Council Community Grant Program (CCGP). Please note the following changes in eligibility.

Previous Requirements

01 Individual grants would cap out at $1,000 per request with an annual allocation not to exceed $16,000 for the year or $4,000 per quarter.

02 Eligible projects contribute to Castle Rock's quality of life, with special emphasis on youth programs and activities, senior programs and activities, and community-based environmental and sustainability programs and activities, and community-based performing and visual arts programs and activities.

03 Preference will be given to applicants who have not received grants previously. Nonprofit organizations may receive only one grant per year.

Current Requirements

01 Individual grants cap out at $1,000 per request, with an annual allocation not to exceed $20,000 for the year, or $5,000 per quarter.

02 Eligible projects contribute to Castle Rock's quality of life, with special emphasis on youth programs and activities, senior programs and activities, and community-based environmental and sustainability programs and activities, ~~and community-based performing and visual arts programs and activities.~~

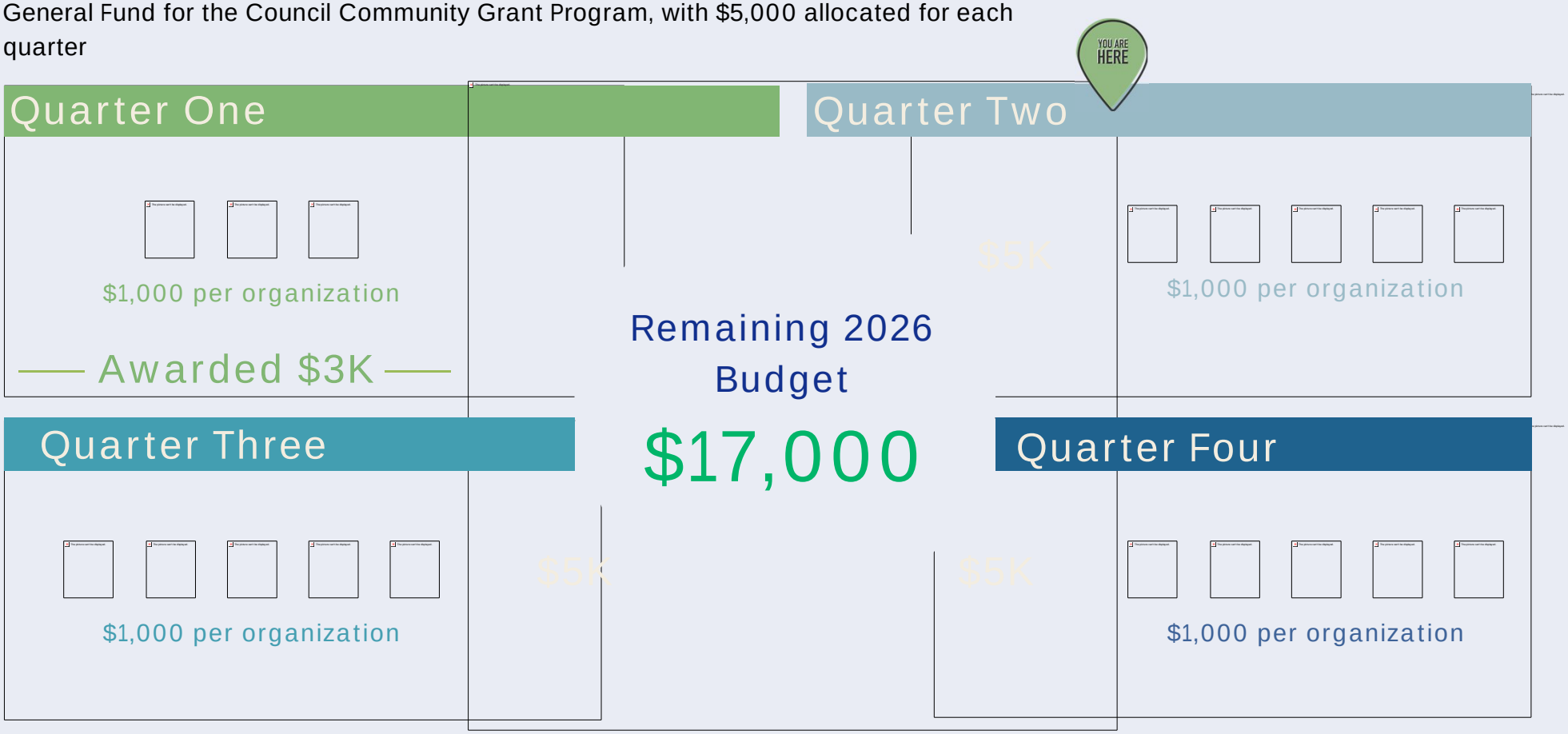
03 Preference will be given to organizations located within Castle Rock, as well as to applicants that have not received grants previously.

04 Youth and high school sports/activities are not eligible unless they have an opportunity not repetitive, or a project that uniquely contributes back to the community.

05 Nonprofit organizations may receive only one grant per year. If an organization is awarded a grant two years in a row, it must sit out a year before becoming eligible for future awards

Overview of Current Budget

The 2026 budget includes $20,000 in the Town Council Non-Profit Grants account within the General Fund for the Council Community Grant Program, with $5,000 allocated for each quarter



Overview of Applicants

The Council Community Grant Program had 3 eligible applicants.

Castle Country Assisted Living

Organization

Castle Country Assisted Living is a Castle Rock nonprofit that provides compassionate, home-like assisted living for older adults with varying health and financial needs.

Purpose of Funds

Funding will enhance Valley House's outdoor therapeutic space with mulch and landscaping improvements, increasing safety, accessibility, comfort, and resident well-being.

Requested: $1,000

Agewise Colorado

Organization

Agewise Colorado is a free nonprofit connecting older adults, caregivers, and families with trusted resources and vetted service providers across Colorado.

Purpose of Funds

Increase awareness of Agewise Colorado in Castle Rock through targeted outreach, growing local usage from 56 to 100 users per month.

Requested: $1,000

A Precious Child

Organization

A Precious Child is a Colorado nonprofit that provides children and families facing poverty or crisis with basic needs, educational support, and opportunities to thrive.

Purpose of Funds

A Precious Child will serve more than 100 Castle Rock children and caregivers through its Resource Bridge program, providing free essentials, resource navigation, and community distribution events that help families overcome barriers and meet basic needs.

Requested: $1,000

Eligibility Process

Castle Country Assisted Living

Eligible for Second Quarter

01 Quality of Life

The project improves a shared outdoor space used daily by seniors living in Castle Rock who reside at Castle Country Assisted Living.

02 Locality

Castle Country Assisted Living is located in Castle Rock, Colorado.

03 Award History

Castle Country Assisted Living was not awarded in back-to-back years.

04 Youth Sports

Castle Country Assisted Living is not a repetitive sports activity.

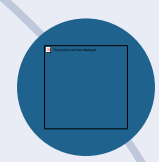
05 IRS 501(c)(3) Determination Letter

Castle Country Assisted Living provided their IRS 501(c)(3) Determination Letter through their application.

Eligibility Process

Agewise Colorado

Eligible for Second Quarter



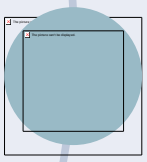
01 Quality of Life

To help spread awareness to their services so older adults, their adult children, and caregivers can connect to reliable information, educational programming, and carefully vetted service providers.



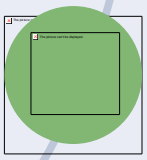
02 Locality

Agewise Colorado is not located in Castle Rock; they are based in Denver. As stated in the policy, this does not affect eligibility; however, preference is given to organizations located in Castle Rock.



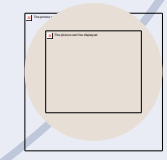
03 Award History

Agewise Colorado is a first-time applicants and have not been awarded in back-to-back years.



04 Youth Sports

Agewise Colorado is not a repetitive youth sports activity.



05 IRS 501(c)(3) Determination Letter

Agewise Colorado provided their IRS 501(c)(3) Determination Letter through their application.

Eligibility Process

A Precious Child

Eligible for Second Quarter

01 Quality of Life

Supporting Castle Rock residents by distributing goods, school supplies, holiday wishes, and diapers.

02 Locality

A Precious Child is not located in Castle Rock; they are based in Broomfield. As stated in the policy, this does not affect eligibility; however, preference is given to organizations located in Castle Rock.

03 Award History

A Precious Child is a first-time applicant and has not been awarded in back-to-back years

04 Youth Sports

A Precious Child is not a repetitive youth sports activity

05 IRS 501(c)(3) Determination Letter

A Precious Child provided their IRS 501(c)(3) Determination Letter through their application.

Proposed Motion

I move to award funding to the following organizations:

ORGANIZATIONS	RECOMMENDED
Agewise Colorado	
Castle County Assisted Living	
A Precious Child	

Alternative Motion

Second Quarter Council Community Grant Program

I move to award funding to the following organization(s) for a different amount:

ORGANIZATIONS	*RECOMMENDED*

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

Questions?

Thank You!

Presented by Finance

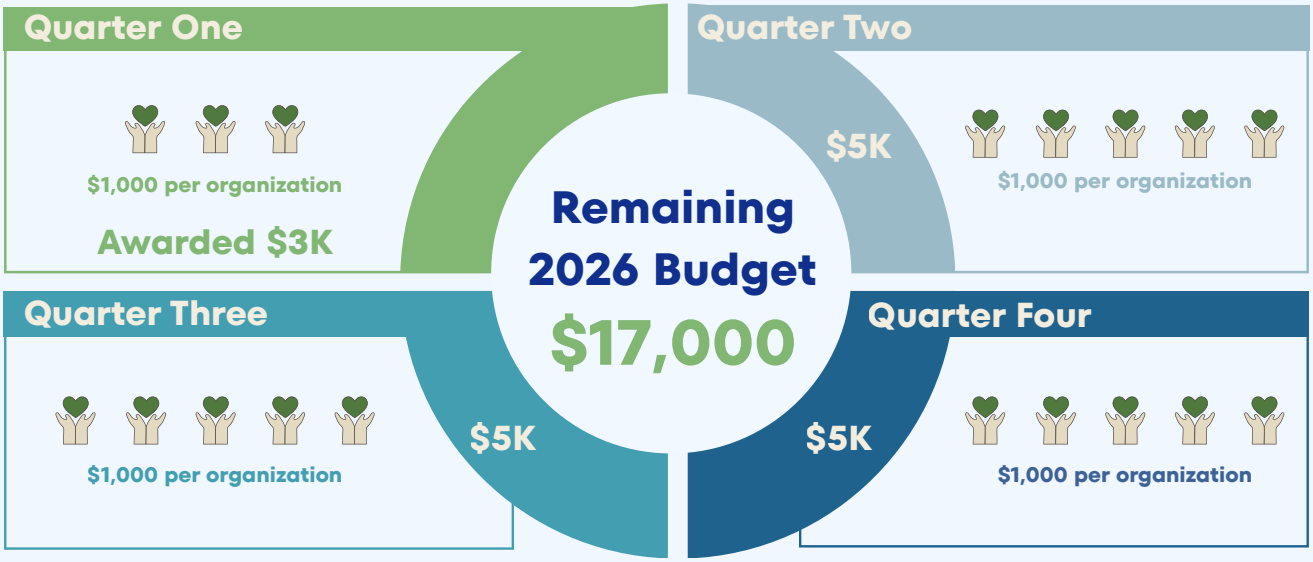


COUNCIL COMMUNITY GRANT PROGRAM

2026 - SECOND QUARTER OVERVIEW

Total Applications	Repeat Applicants	Ineligible Applicants	New Eligible Applicants
6	2	3	1

Budget Overview



On December 2, 2025, Council voted to amend the Council Community Grant Program annual budget to $20,000, with $5,000 allocated per quarter and $1,000 cap per applicant.

YTD Change in Applicants

2025	2026
Q1: 7 Applicants	Q1: 7 Applicants
Q2: 9 Applicants	Q2: 6 Applicants
Q3: 7 Applicants	Q3: -
Q4: 3 Applicants	Q4: -

Repeat Applicant

In the second quarter of 2025, A Precious Child and Castle Country Assisted Living were each awarded $562.50, representing their first awards through the program.

Town Council

CCGP will be presented to Town Council on June 16th, 2026.

COUNCIL COMMUNITY GRANT PROGRAM

2026 - SECOND QUARTER

Organization	Purpose	Eligibility Status
SeriesFest	SeriesFest is a Denver-based nonprofit organization founded in 2015 that champions emerging voices in episodic storytelling through education, artist development, and community engagement.	**Ineligible** Ineligible as performing and visual arts are no longer within project areas; referred to the Art & Culture Grant Program.
Colorado TINTS (Theater in non traditional spaces)	The Wind Is Us: The Death That Killed Capote is an award-winning solo performance starring Denver actor Eddie Schumacher, winner of Best Actor at NYC's United Solo Festival. Touring audiences across Colorado, New York, and the United Kingdom, the production brings nationally recognized artistic excellence to Douglas County.	**Ineligible** Ineligible as performing and visual arts are no longer within project areas; referred to the Art & Culture Grant Program.
Agewise Colorado	Agewise Colorado is a free, statewide nonprofit that connects older adults, caregivers, and families with trusted information, educational programs, and more than 1,400 vetted service providers. Serving tens of thousands of Coloradans annually, the organization helps residents navigate aging-related resources and support services at no cost.	**Eligible** However, they are located in Denver.
A Precious Child	A Precious Child is a Colorado nonprofit that provides children and families facing poverty or crisis with essential resources, educational support, and opportunities that help them thrive. Through programs that provide basic needs, school supplies, extracurricular access, and workforce readiness services, the organization serves thousands of children across the Denver metro region each year.	**Eligible** However, they are located in Broomfield.
Castle Country Assisted Living	Castle Country Assisted Living is a Castle Rock nonprofit that provides compassionate, home-like assisted living for older adults with varying health and financial needs. Through three residential homes, the organization promotes dignity, safety, independence, and meaningful social connections while helping seniors maintain a high quality of life.	**Eligible** They have met all requirements
Castle Rock Police Department K9 Association	The Castle Rock Police Department K9 Association supports and promotes the innovative Police Therapy Dog Program, the first of its kind in Colorado. Through community education, training, and public art initiatives such as the "Sit, Stay, Heal" sculpture, the organization highlights the role therapy dogs play in supporting mental health, school safety, victim advocacy, and community trust.	**Ineligible** Ineligible as performing and visual arts are no longer within project areas; referred to the Art & Culture Grant Program.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 16. **File #:** ID 2026-077

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Update: Specific Property Eminent Domain/Property Acquisition (Highway 85 Wastewater Collection and Treatment System Project, Sedalia)

Executive Summary

Staff will be providing Town Council an update on this item and, if necessary, will present a Resolution for Town Council consideration and action.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 17. **File #:** EXEC 2026-005

To: Honorable Mayor and Members of Town Council

Executive Session: Town Manager and Town Attorney Annual Performance Evaluations

EXECUTIVE SESSION MOTION

I move to go into executive session for the purpose of discussing the Town Manager's and Town Attorney's annual performance evaluation under C.R.S. §24-6-402(4)(f)(I).

ANNOUNCEMENT NO. 1

Announcement to be made by presiding officer at the beginning of the executive session (make sure the recorder is turned on; do not turn it off during the executive session unless so advised by the Town Attorney)

It is Tuesday, June 16, 2026 and the time is _____. For the record, I am the presiding officer, Mayor Jason Gray. As required by the Open Meetings Law, this executive session is being electronically recorded. At this time I will ask the recording secretary to verify the recorder is operating.

(RECORDING SECRETARY VERIFICATION)

This is an executive session to discuss the Town Manager and Town Attorney's annual performance evaluations under C.R.S. §24-6-402(4)(f)(I). In addition to members of Town Council, Town Manager David Corliss and Town Attorney Michael Hyman will participate in the executive session for their respective evaluation.

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

Announcement to be made by the presiding officer before concluding the Executive Session (While tape recorder is still on)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session held on June 16, 2026, concerning the Town Manager's and Town Attorney's annual performance evaluation.

This recording has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

I will return the recorder to the Town Clerk to retain for a 90-day period.

_____

Mayor

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/16/2026

Item #: 18. **File #:** EXEC 2026-006

To: Honorable Mayor and Members of Town Council

Executive Session Report: June 16, 2026 - Town Manager and Town Attorney Annual Performance Evaluations

An Executive Session was held at the end of the June 16, 2026, regular Town Council meeting. The purpose of the Executive Session was to conduct the Town Manager and the Town Attorney's annual performance evaluations.

If anyone believes that any substantial discussion of any matters not included in the motion to go into the Executive Session occurred during the Executive Session, or that any improper action occurred during the Executive Session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.