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, December 2, 2025 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. December 2, 2025, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION

6:05 pm CALL TO ORDER / ROLL CALL

- PLEDGE OF ALLEGIANCE

- COUNCIL COMMENTS

1. EXEC 2025-006 **Executive Session Report: November 18, 2025**

- UNSCHEDULED PUBLIC APPEARANCES

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

- TOWN MANAGER'S REPORT

2. ID 2025-133 **Update: Calendar Reminders**

3. ID 2025-134 **Holiday Card Art Contest Award**

4. ID 2025-135 **Development Services Project Updates**

5. ID 2025-136 **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.

6. ORD 2025-034 **Ordinance Levying General Property Taxes for the Town of Castle Rock, Colorado, for the Year 2025, to be Collected in 2026 (Second Reading - Approved on First Reading on October 7, 2025, by a vote 7-0)**

7. ORD 2025-035 **Ordinance Levying General Property Taxes on Behalf of the Castle Rock Downtown Development Authority for the Year 2025, to be Collected in 2026 (Second Reading - Approved on First Reading on October 7, 2025, by a vote 7-0)**

8. RES 2025-149 **Resolution Approving the Town of Castle Rock's 2024 Consolidated Annual Performance and Evaluation Report** [Community Development Block Grant (CDBG) program]

9. RES 2025-150 **Resolution of the Town Council of the Town of Castle Rock Approving a Variance from the Douglas County Street Naming Criteria for Castle Meadows Street**

10. MIN 2025-024 **Minutes: November 18, 2025 Town Council Meeting**

- QUASI JUDICIAL HEARINGS

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

11. RES 2025-151 **Resolution Approving a Site Development Plan for a Mixed-Use Development within the 826 Park Street Expansion and 200 Wolfensberger Road Planned Development (Unity on Wolfensberger Project)** *[1.36 Acres Multi-Family Located South Wolfensberger Road and East of Park Street]*

- ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

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

12. ORD 2025-039 **Ordinance Concerning the Financing of the Acquisition and Construction of a Fire Station Facility with Associated Amenities and Supporting Public Improvements, and in Connection Therewith Authorizing the Execution and Delivery by the Town of a Site Lease Agreement, a Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto (First Reading)**

13. RES 2025-152 **Resolution Amending the Policies and Procedures for the Nonprofit Funding Programs for the Town of Castle Rock**

14. RES 2025-153 **Resolution Approving the Castle Rock Parks and Recreation Department 2025-2027 Strategic Plan**

15. RES 2025-154 **Resolution of the Town Council of the Town of Castle Rock, Colorado, Opting Out of the Provisions of Section 31-23-316, C.R.S., Regarding the Permitting of Electric Vehicle Charging Systems**

- ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

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

- ADJOURN

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 1. **File #:** EXEC 2025-006

To: Honorable Mayor and Members of Town Council

From: Michael J. Hyman, Town Attorney

Executive Session Report: November 18, 2025

An Executive Session was held at the conclusion of the November 18, 2025 regular Town Council meeting. The purpose of the Executive Session was as follows:

1) **legal issues relating to the Craig & Gould North Project and determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing the Town's negotiators, under C.R.S. §24-6-402(4)(e); and,**

2) **Possible Town property acquisition for possible open space and negotiation position for possible acquisition cost (Jobe property adjacent to Lost Canyon Ranch), under C.R.S. §24-6-402(4)(a).**

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.

Seeing none, the next agenda item is ….

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 2. **File #:** ID 2025-133

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
DECEMBER 2, 2025

UPCOMING CALENDAR ITEMS

11 DEC	**Douglas County 2025 State of the County event, 5-9 p.m.** Marriott South at Park Meadows, 10345 Park Meadows Drive, Lone Tree
12 DEC	**Toys for Tots event by Douglas County Living, 5:30-8 p.m.** Cielo at Castle Pines, 485 W Happy Canyon Road
16 DEC	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
24 DEC	**Christmas Eve Holiday – Town Offices close at 12 p.m.** Recreation Center, MAC open 5 a.m. to 2 p.m.; Cantril School 9 a.m. to 2 p.m.
25-26 DEC	**Christmas Holiday – Town Offices closed** Recreation Center, MAC and Cantril School closed 25th, normal hours 26th
1 JAN	**New Year's Day Holiday – Town Offices closed** Recreation Center, MAC and Cantril School closed
6 JAN	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
19 JAN	**Martin Luther King Jr. Holiday – Town Offices closed** Recreation Center, MAC and Cantril School normal hours
20 JAN	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
7 FEB	**Fire & Rescue Department Annual Awards Banquet, 6 p.m.** The Oaks at Plum Creek, 321 Players Club Drive

NEIGHBORHOOD MEETINGS

4 DEC	**Canyons Far South Site Development Plan, 6:00 p.m. @ Cantril School, 4th Meeting** A proposed residential and commercial development on 410-acre site to align with the recent annexation and zoning approval for 515 residential homes, 12.5 acres of commercial and 220+ acres of open space. Generally located southeast of the intersection of Crowfoot Valley Road and Founders Parkway.
9 DEC	**Crystal Valley Ranch Major PD Amendment No. 7, 5:30 p.m. @ Town Hall Council Chambers, 1st Meeting** The Town is proposing to rezone a 0.915-acre portion of Crystal Valley Ranch Filing 1, Tract P as residential. The property will be incorporated into the adjacent Crystal Valley Ranch Filing No. 14, Block 2, Lot 1.
5 JAN	***Emerald Hills @ TBD, 1st Meeting** Proposing to amend the Site Development Plan for an existing 7 lot single-family development into 12 single-family lots and revise the entrance drive location on Emerald Drive. The project is located northeast of the intersection of Emerald Court and Emerald Drive.
15 JAN	***The Learning Experience early childhood facility, 6:00 p.m. @ TBD, 1st Meeting** A proposed site development plan for an approximate 10,000-square-foot facility with a 5,400-square-foot outdoor playground and is located at 468 Ridge Road.

*tentative

HIGHLIGHTS from CRgov.com/**Events**

5 & 6 DEC	Festival Park Starlight Market, Friday 3 to 8 p.m.; Saturday 11 a.m. to 7 p.m. Festival Park, 300 Second St.
6 DEC	Reindeer Games, 1 to 4 p.m. Amphitheater at Philip S. Miller Park, 1375 W. Plum Creek Parkway
13 DEC	Storytellers & S'mores, 5 to 7 p.m. Festival Park, 300 Second St.
13 DEC	Visit with Santa Claus, 1 p.m. to 4 p.m. Castle Rock Museum, 420 Elbert St.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 3. **File #:** ID 2025-134

To: Honorable Mayor and Members of Town Council

From: Maia Yates, Special Project Analyst

Holiday Card Art Contest Award

Executive Summary

The purpose of this agenda item is to formally recognize Kamryn Brecheisen as the winner of the Town of Castle Rock's 2025 Holiday Card Art Contest and present the final cards to Town Council (Attachment A).

This fall, the Public Art Commission partnered with the Communications Division to seek submissions of artworks for the contest from local middle- and high-school aged students. From August through early October, 26 students provided artworks for consideration. A selection committee, consisting of the commission and Town staff, juried and selected Kamryn's art titled, "Winter Nights of Castle Rock," as the winner.

The art will be featured on the Town's holiday card and website, and also enlarged and placed on display at the Recreation Center, Miller Activity Complex and Cantril School throughout the holiday season. The holiday cards will be available for the public to purchase at the front desks of these facilities in packs of ten for $10, while supplies last. Kamryn will also receive a $100 gift card and her own set of 50 cards.

The Town of Castle Rock's Public Art Commission envisions a public art program that inspires love for Castle Rock and seeks to be a catalyst for memorable art experiences. The Holiday Card Art Contest furthers these goals by engaging students to express their representation of the unique identity of Castle Rock, instilling pride of the Town's community character and fostering local creativity.

Attachments

Attachment A - Holiday Card



Warm holiday wishes

FROM THE TOWN OF CASTLE ROCK

Jason E. Gray
Mayor

Laura Cavey
Mayor Pro Tem
Councilmember
District 2

Ryan Hollingshead
Councilmember
District 1

Kevin Bracken
Councilmember
District 3

Mark Davis
Councilmember
District 4

Max Brooks
Councilmember
District 5

Tim Dietz
Councilmember
District 6

TOWN OF CASTLE ROCK
COLORADO





The Town of Castle Rock's holiday card art was created using colored pencils by resident Kamryn Brecheisen, an eighth grader at Pikes Peak School of Expeditionary Learning. The artwork, titled "Winter Nights of Castle Rock," was selected as the winner of the 2025 Holiday Card Art Contest by the Public Art Commission. View the winning art and learn more about the art commission at CRgov.com/HolidayCard.

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Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 4. **File #:** ID 2025-135

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Development Services Project Updates

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

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

Please see the attached Staff Memorandum for project details.

Meeting Date: December 2, 2025

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director of Development Services

Title: Town Manager Report – Development Project Updates

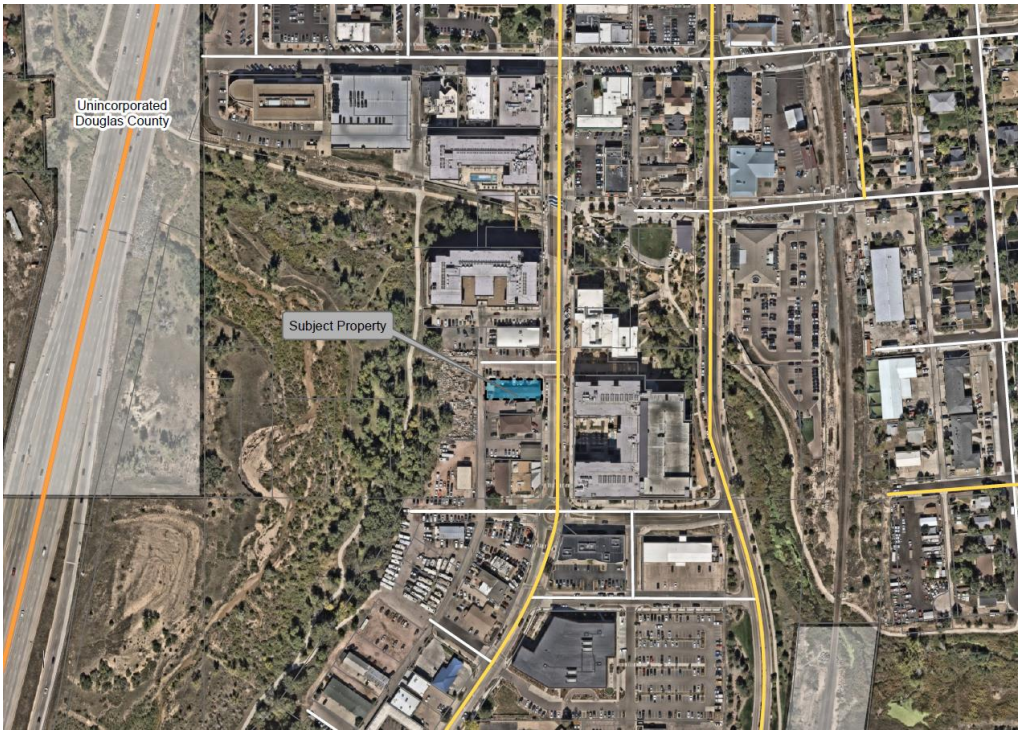
This report contains development updates and new submittals or requests submitted to staff since the last update to Town Council. The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans and formal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

New Quasi-Judicial Applications Requiring Public Hearings

None

New Pre-Application Meeting Requests

21 N. Wilcox Sidewalk and Shed



A pre-application meeting request was submitted seeking information on application and submittal requirements to install a sidewalk and concrete slab at the existing 21 N. Wilcox Street property. The sidewalk would run parallel with the building, connecting to the new concrete slab at the rear of the building. A shed would be placed on the new slab and used for storage. The proposed project is located northwest of the intersection of Wilcox Street and South Street, in Councilmember Davis' district.

Dawson Trails CORE Substation



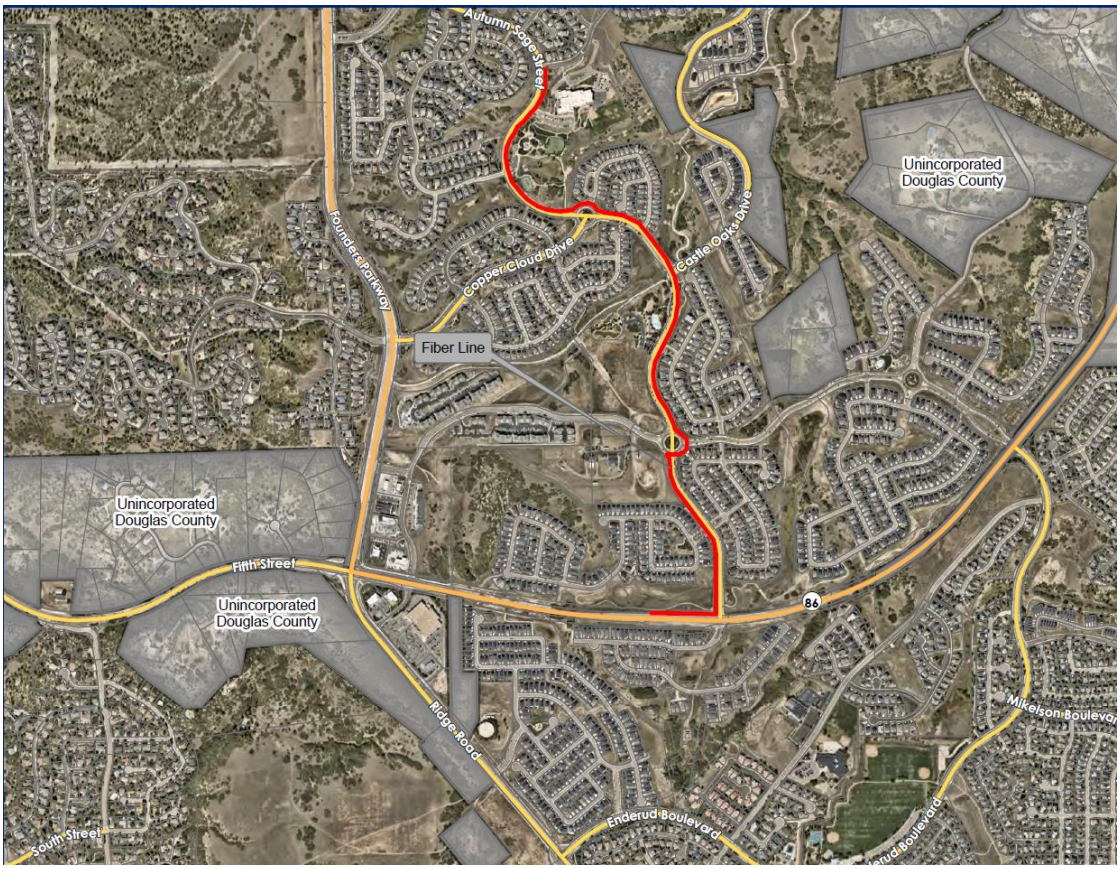
A pre-application meeting request was submitted seeking information on application and submittal requirements to construct a 10-acre 115kV electric substation in Dawson Trails. The substation would connect to the previously proposed Citadel-Dawson transmission lines, which are an extension to the Wolfensberger-Citadel transmission line. The proposed project is located northwest of the intersection of Bell Mountain Parkway and Frontage Road, on the west side of I-25, in Councilmember Dietz's district.

Limelight Retail Center



A pre-application meeting request was submitted seeking information on application and submittal requirements to construct a 21,000-square-foot mixed-use retail building in the Meadows. Potential uses include restaurant, retail and office. The proposed project is located south of the intersection of Sol Danza Drive and Limelight Avenue, in Councilmember Bracken's district.

Terrain Fiber



A pre-application meeting request was submitted seeking information on application and submittal requirements to install 7,212 feet of conduit and fiber along Autumn Sage Street. The proposed project is located along Autumn Sage Street, between Highway 86 and Desert Ridge Circle, in Mayor Pro Tem Cavey's district.

Ongoing Development Activity:

Commercial Development Activity

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

- **Downtown:**

- Circle K, site and building construction for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
- City Hotel, historic preservation and site plan approved for a 33-room hotel, located at 415 N. Perry Street.
- Little School on Perry Street, site and building construction for a 1,300-square-foot addition to the landmarked Saunders House, for a daycare center located at 203 Perry Street.
- Scileppi's 2nd Phase, site plan approved to demolish the 1980 addition and build a new addition, located at 210 Third Street.
- The View, partial TCO issued for a 6-story building with mixed-uses including 218 residential units, located at Sixth Street and Jerry Street.

- **Dawson Trails Residential/Commercial**:
  - Costco, Dawson Trails, site plan amendment under review for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
  - Dawson Trails E2 Townhomes, 104 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
  - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan approved for the northern segment of Dawson Trails Boulevard.
  - Dawson Trails Filing No. 2 Infrastructure, plat under review and construction plans approved for 97-acre area.
  - Dawson Trails Planning Area D, site plan approved for 254 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 Residential Neighborhood, Planning area B-1, site plan approved and construction documents under review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County.
  - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
  - King Soopers, Dawson Trails, site plan review for a new 99,000-square-foot grocery store, fuel station, located south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard.
  - Off-site Sanitary Sewer, Dawson Trails, under construction for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
  - Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
  - Territorial Road Annexation, totaling 2.9 acres of land, to remain ROW.

- **Other Commercial Projects throughout Town:**

- AdventHealth Medical Office Building, site and building construction for a new medical office building to include a freestanding emergency department, west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.
- Castle Rock Auto Dealerships, site and building construction of 1st and 2nd phase for service center expansion, located at 1100 S. Wilcox Street.
- Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
- Discount Tire, site and building construction for 530-square-foot storage addition, located at 102 E. Allen Street.
- Founders Marketplace, Dunkin Donuts, site plan approved for a new restaurant with drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
- Garage Condos, site and building construction, located on Liggett Road.
- Foundation auto dealership, site plan and plat review for use by special review for a new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
- Murphy Express, site and building plans approved for a 2,800-square-foot convenience store and gas station, located at 186 Metzler Drive.
- Outlets at Castle Rock, site construction for two new pad sites on the mall's west side on Factory Shops Boulevard.
- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N. Valley Drive and Fifth Street.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- The Brickyard, site plan approved and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.
- Unity on Wolfensberger Planned Development Plan approved for zoning and parking changes, located at 200 Wolfensberger Road and 826 Park Street.
- Wal-Mart fuel station, site plan review for new 1,600-square-foot fuel center, located in the southwest corner of the Wal-Mart parking lot.
- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 E. Wolfensberger Road, for future Wellspring and Castle Oaks Covenant Church facilities

Residential Development Activity:

- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa North, site plan approved for 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Bella Mesa South, site plan review for 93 single-family homes, located at the

northwest corner of Mikelson Boulevard and Mitchell Street.

- Canyons Far South, site plan review for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multi-family, site plan review for new four-story multi-family building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Boulevard.
- Hillside, building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for amended lot layout due to floodplain for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, site and home construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Pine Canyon PDP, Annexation and Zoning, proposing a maximum of 1,800 mixed residential units, to include single-family and multi-family, as well as commercial uses to include a hotel/resort with up to 225 rooms, and other business and industrial uses on the 535-acre site. The project area is generally located on both the east and west sides of I-25, west of Founders Parkway.
- The Oaks Filing 2A, site construction for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch. SIA amendment submitted to address modification to phasing plan for lots to be Temporary Green Zone.
- Soleana, site plan approved for 55 custom home sites and 22 live/work units on 77.96 acres, located east of the Silver Heights neighborhood and west of the Diamond Ridge Estates neighborhood.
- Terrain North Basin, Phase 1, building construction for approximately 96 single-family home project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site plan, plat and construction document

review for approximately 29 single-family home project, located along Castle Oaks Drive.

- Unity on Wolfensberger site plan review for converting the existing 70-unit Quality Inn Hotel into a 50-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road.

DEVELOPMENT ACTIVITY HIGHLIGHTS

TOWN COUNCIL
DECEMBER 2, 2025

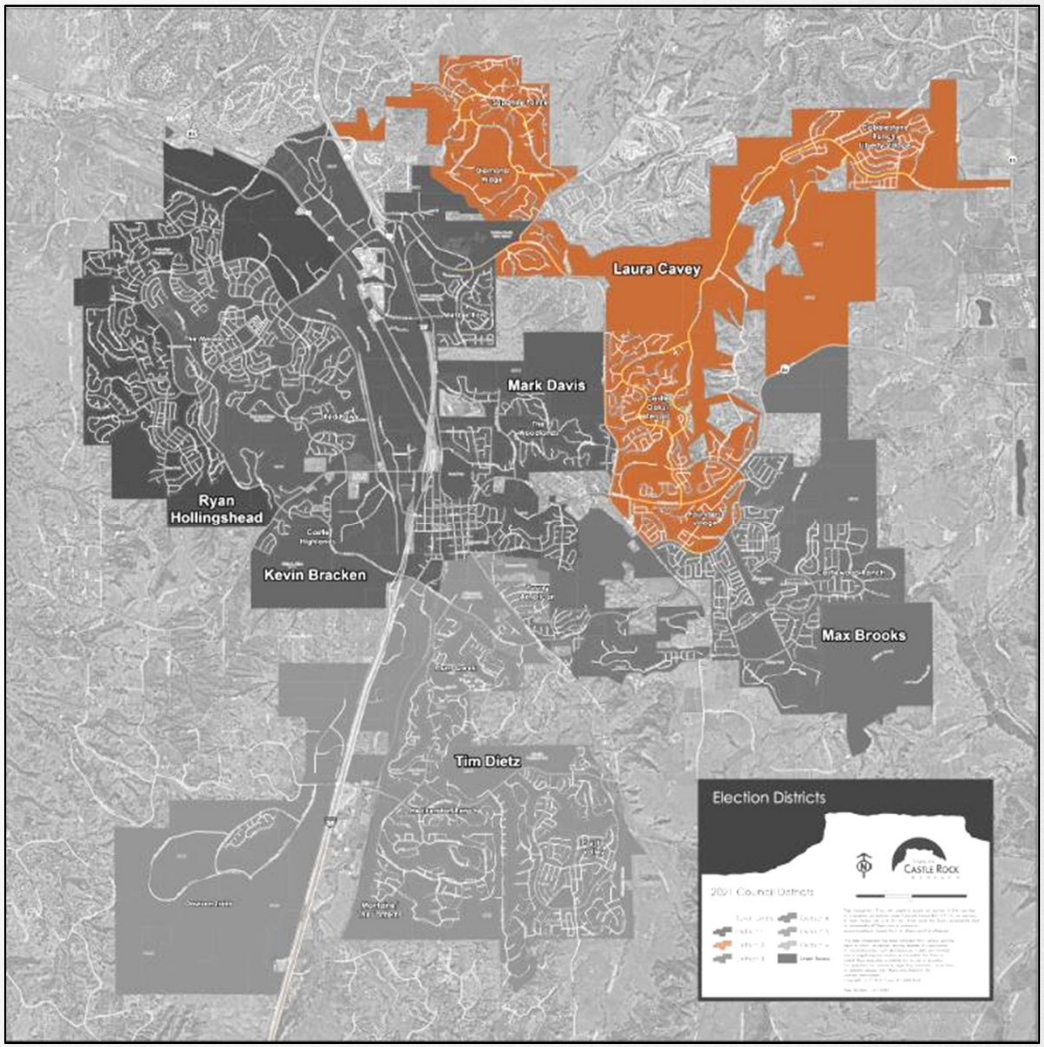
TOWN OF CASTLE ROCK COLORADO

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NEW PRE-APPLICATIONS

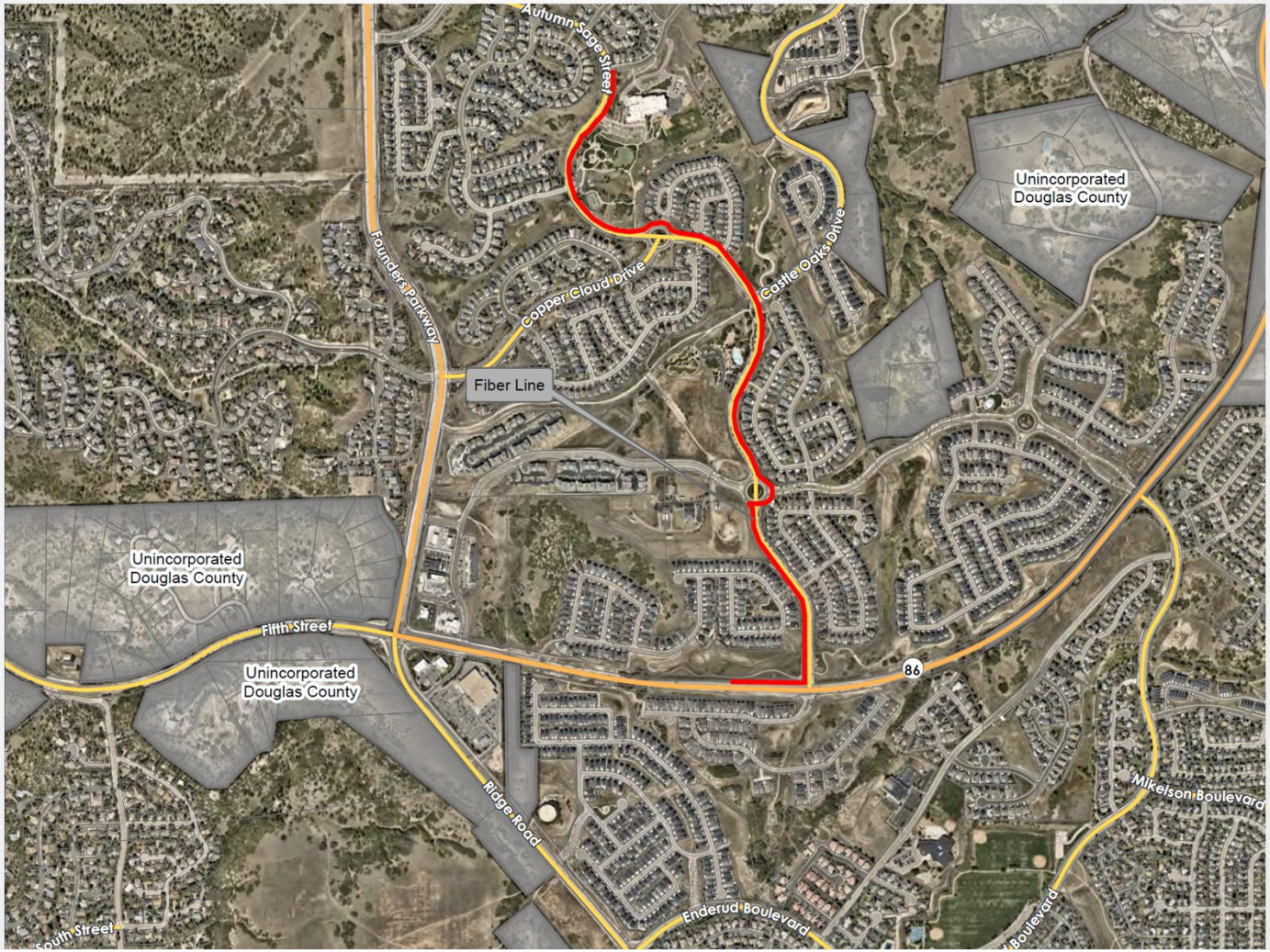
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DISTRICT 2 – MAYOR PRO TEM CAVEY



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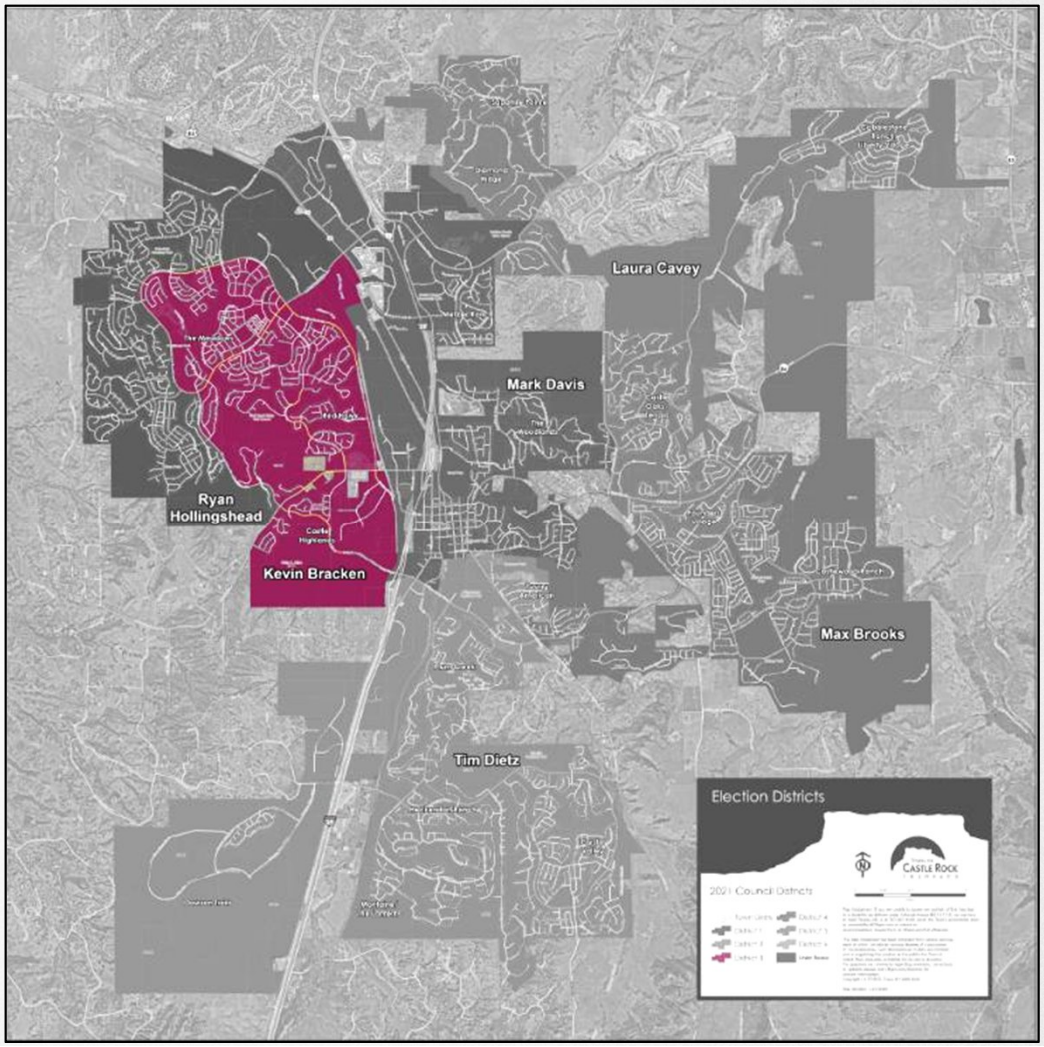
PROPOSED TERRAIN FIBER



- Pre-application - No formal submittal at this time
- Proposing to install 7,212 feet of conduit and fiber along Autumn Sage Street

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DISTRICT 3 – COUNCILMEMBER BRACKEN



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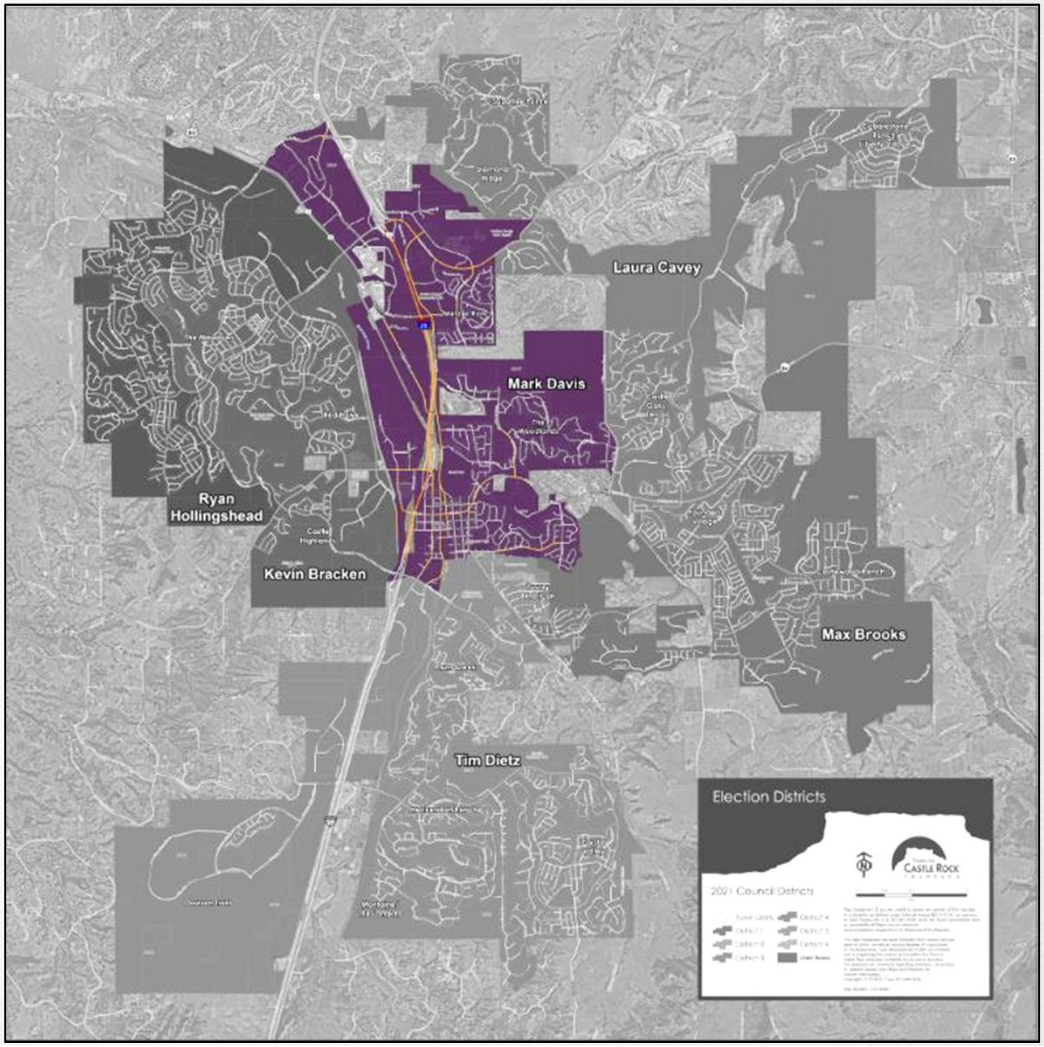
PROPOSED LIMELIGHT RETAIL CENTER



- Pre-application - No formal submittal at this time
- Proposing to construct a 21,000-square-foot mixed-use building
- Potential uses include restaurant, retail, and office

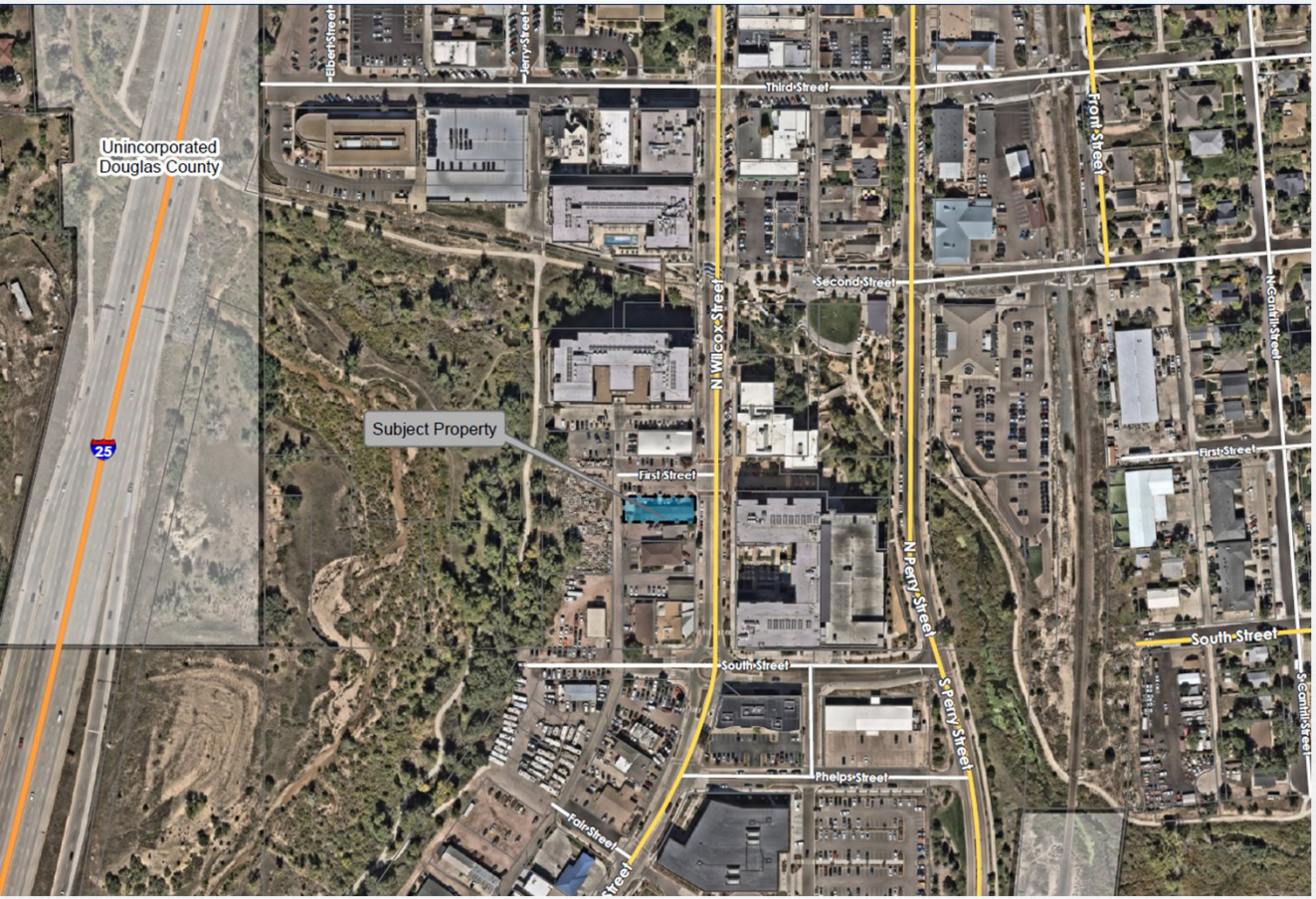
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DISTRICT 4 – COUNCILMEMBER DAVIS



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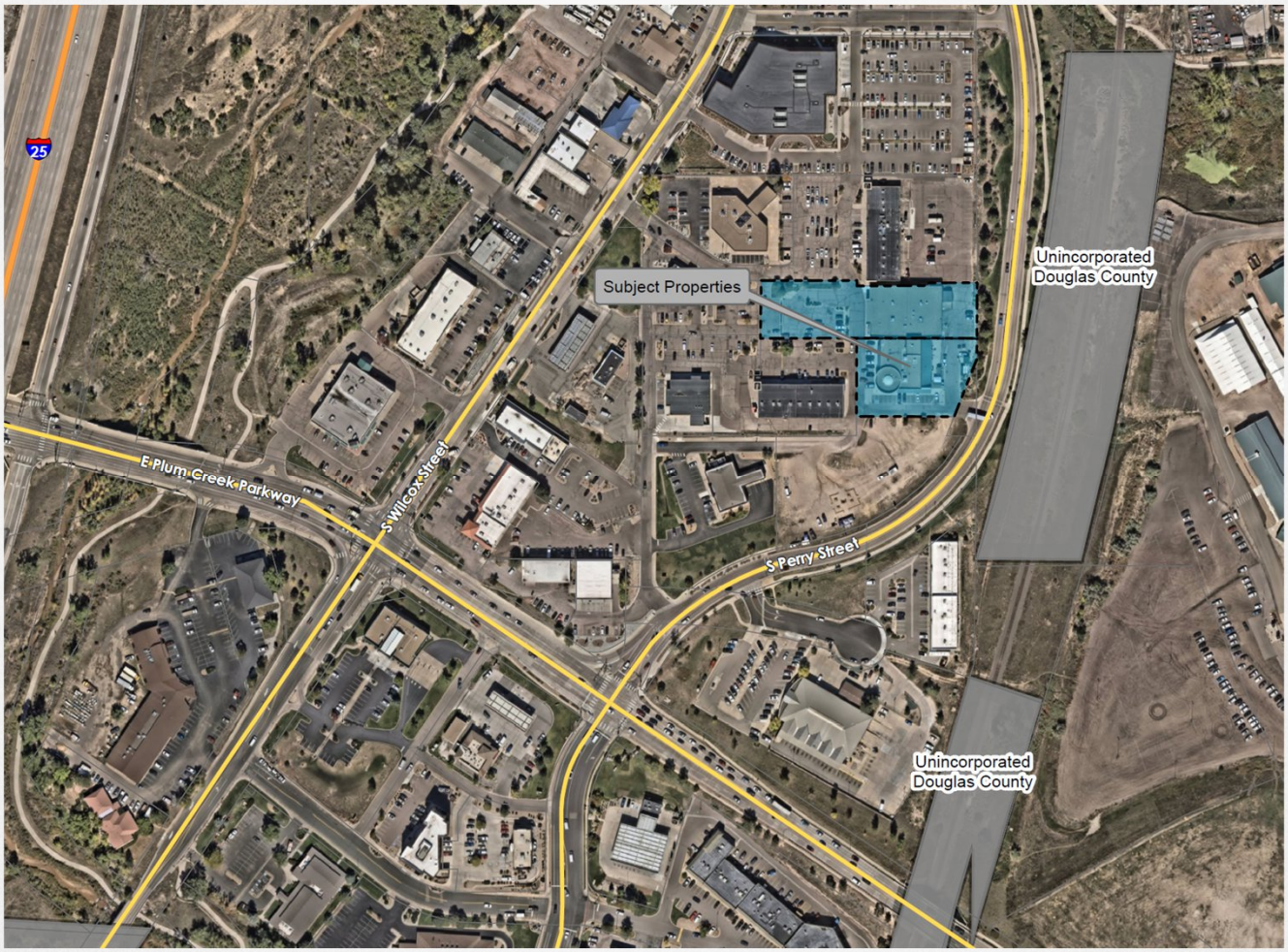
PROPOSED 21 WILCOX SIDEWALK AND SHED



- Pre-application - No formal submittal at this time
- Proposing to install a sidewalk and concrete slab to the existing property
- Sidewalk would run parallel with the building connecting to the new slab in the rear of the building
- A shed would be placed on the new slab and used for storage

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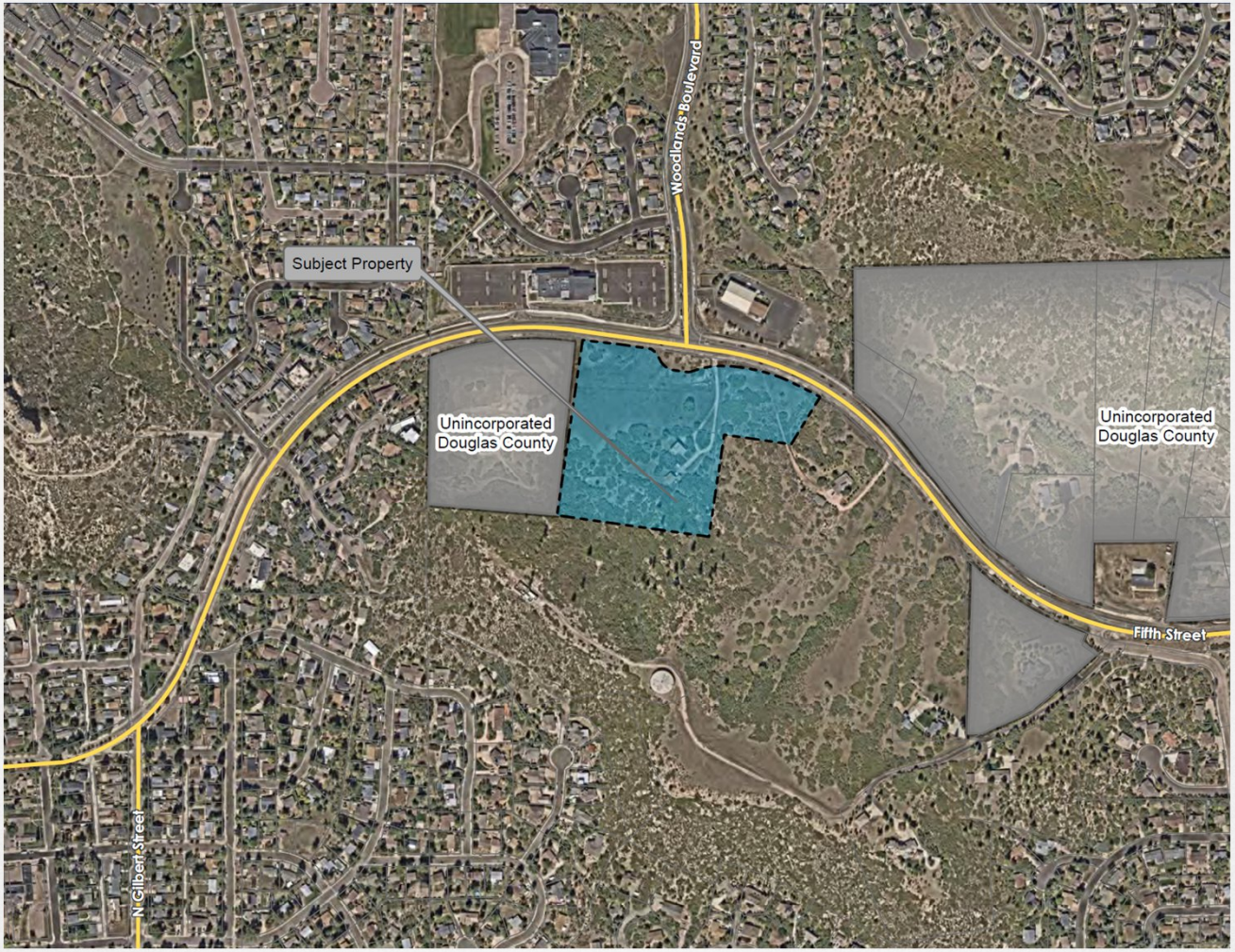
PROPOSED RIVERS CHURCH



- Pre-application - No formal submittal at this time
- Proposing to move Rivers Church into the existing spaces at 136, 138 and 140 S Wilcox Street

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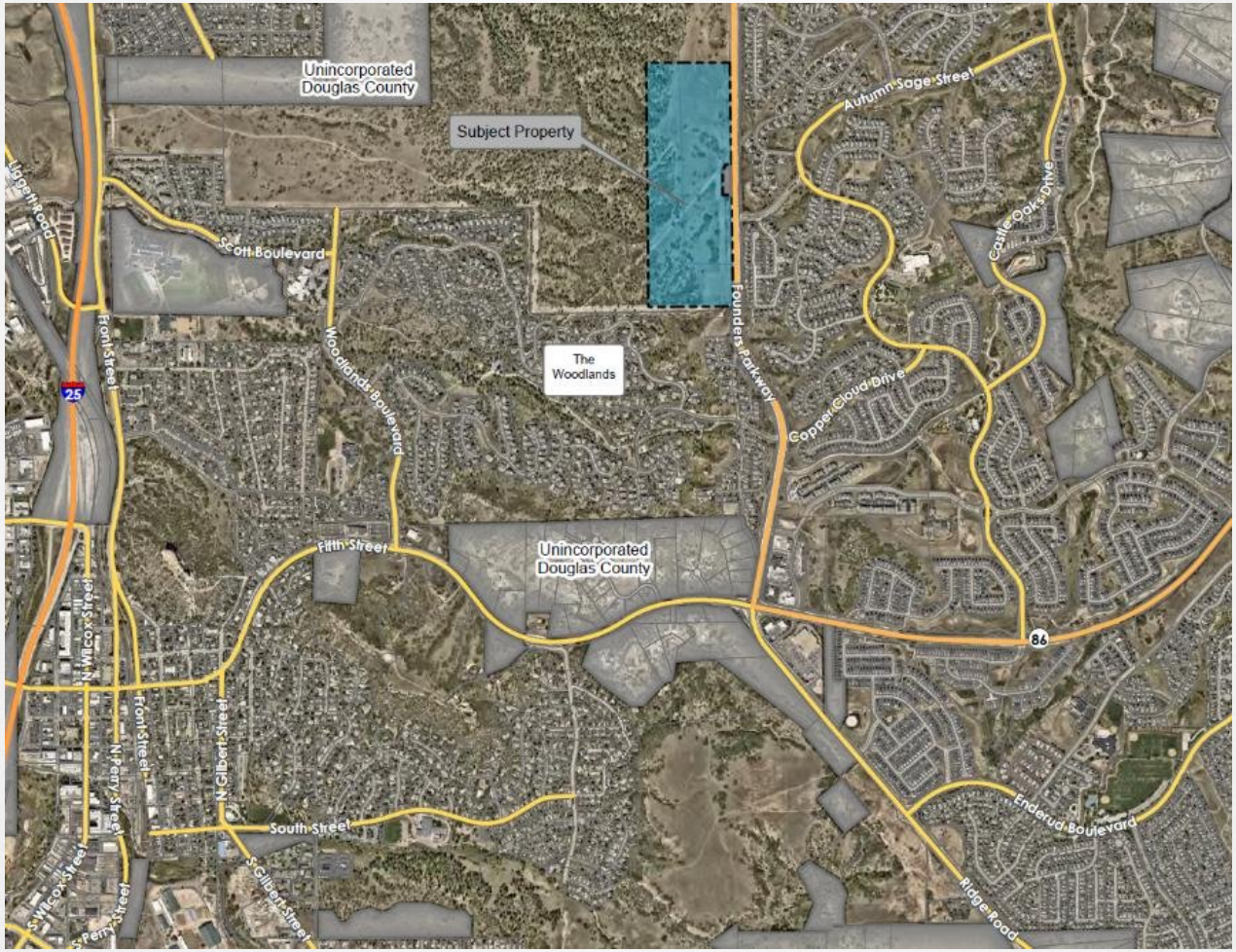
PROPOSED WOODLAND CROSSING



- Pre-application - No formal submittal at this time
- Proposing to rezone and build a multifamily development on multiple existing parcels
- Proposal includes 176 units, dog park, small playground and common space gathering

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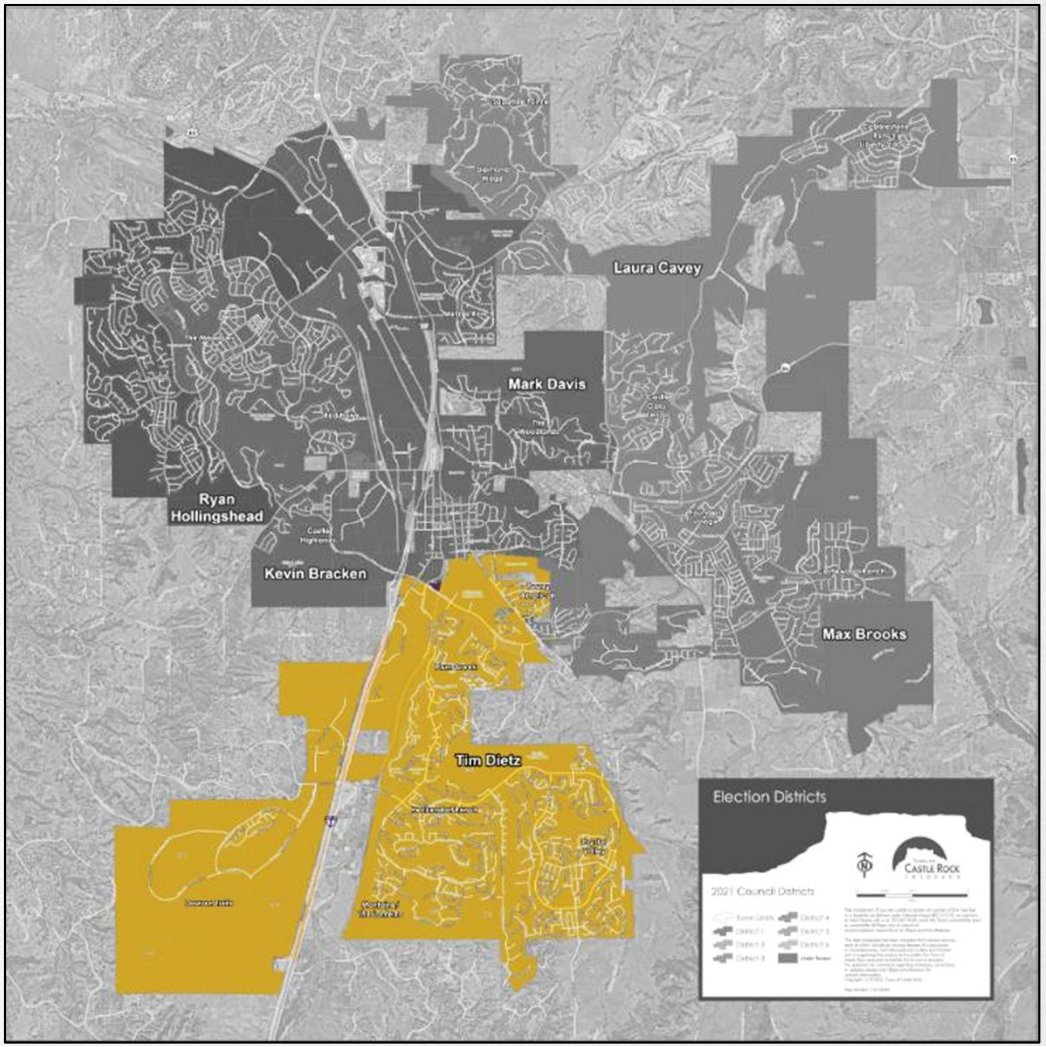
PROPOSED PINE CANYON PA 2 AND 3



- Pre-application - No formal submittal at this time
- Proposing 50 residential lots in Planning Area 2 and 85 lots in Planning Area 3

< 11 >

DISTRICT 6 – COUNCILMEMBER DIETZ



< 12 >

PROPOSED DAWSON TRAILS CORE SUBSTATION



- Pre-application - No formal submittal at this time
- Proposing to construct a 10-acre 115kV electric substation

< 13 >

PROPOSED PLUM CREEK CHURCH EXPANSION



- Pre-application - No formal submittal at this time
- Proposing to renovate the children's ministry spaces & auditorium, add a 22,700-square-foot, two-story addition and 102 additional parking spaces

< 14 >

PROPOSED WORLD COMPASS PARKING

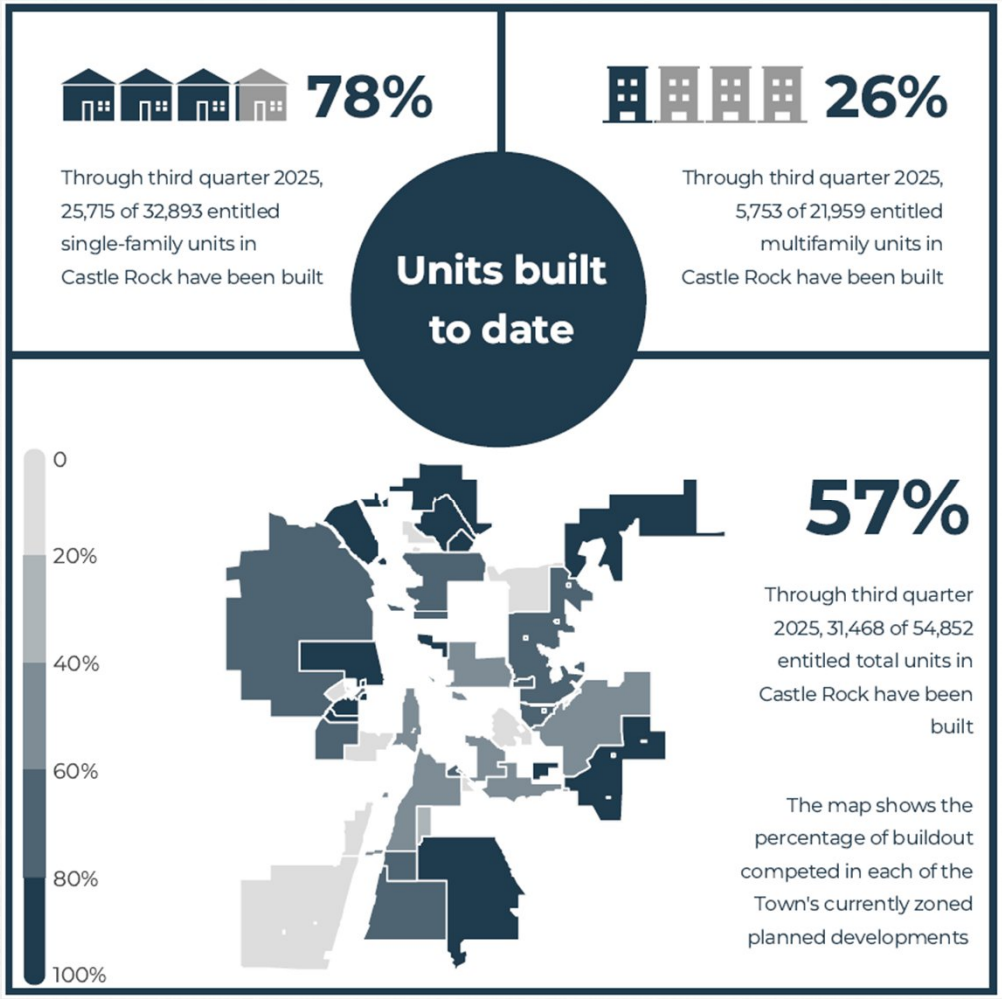


- Pre-application - No formal submittal at this time
- Proposing to expand the existing parking lot at World Compass Academy to gain 69 additional spaces for the school and Plum Creek Church

< 15 >

QUARTERLY RESIDENTIAL UNIT COUNT UPDATE

POTENTIAL BUILDOUT ESTIMATES



Through Sept. 30, 2025:

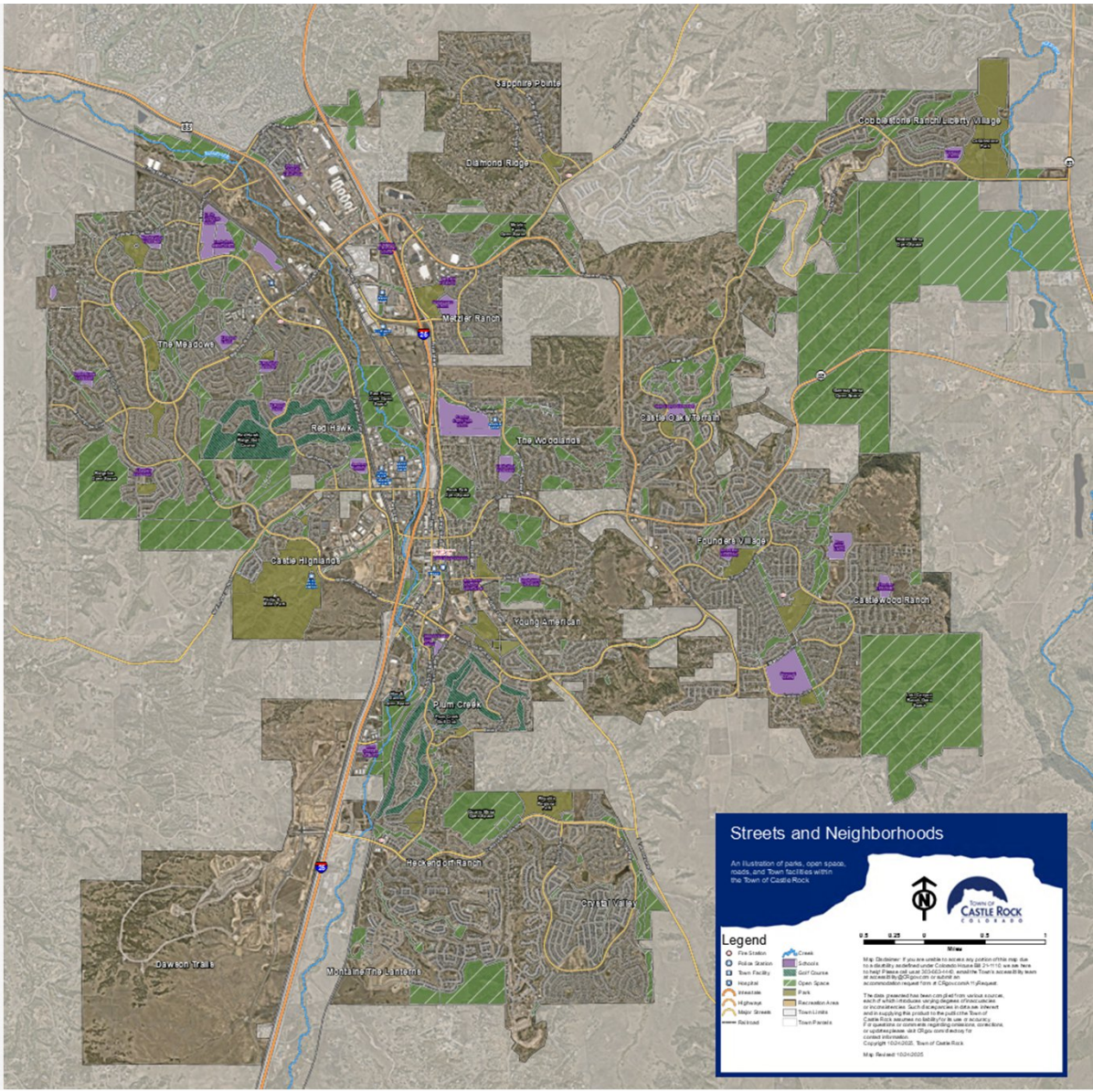
- Population estimated at 87,838
- 57% of the maximum buildout population of 153,586
- Realistic buildout population is 120,000 – 140,000

Updated online at www.CRGov.com/Entitlements

< 17 >

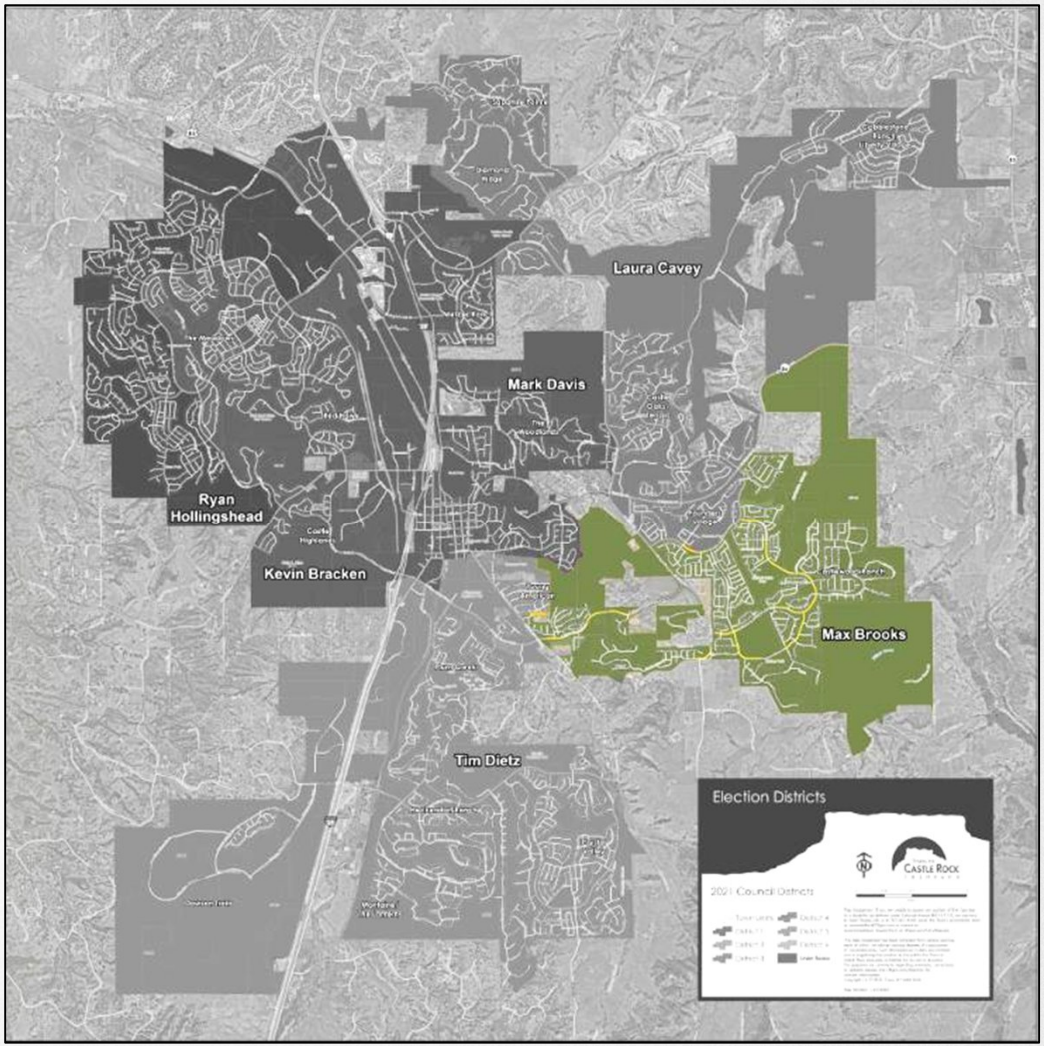
THANK YOU

QUESTIONS?

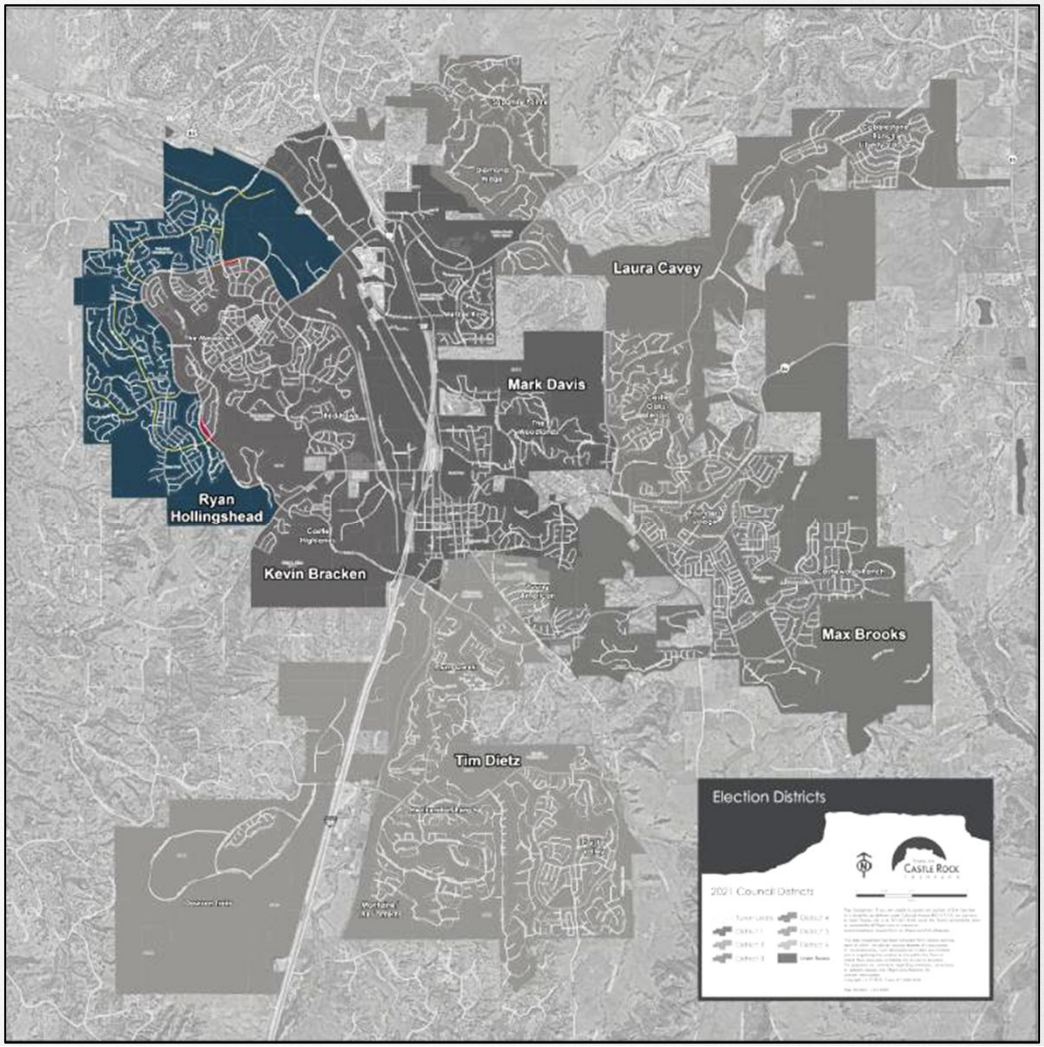


NEW QUASI-JUDICIAL

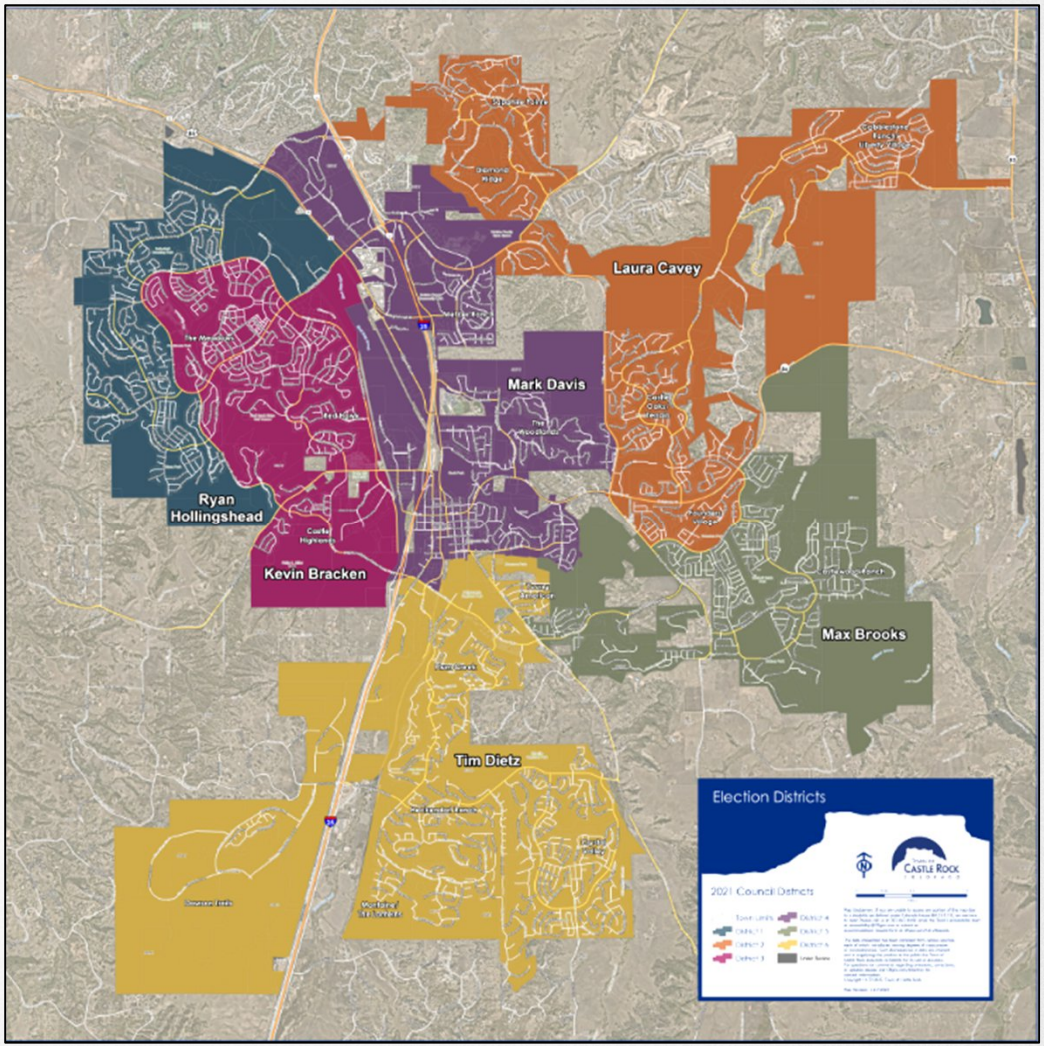
DISTRICT 5 – COUNCILMEMBER BROOKS



DISTRICT 1 – COUNCILMEMBER HOLLINGSHEAD



ADJACENT TO COUNCIL DISTRICTS



< 22 >

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 5. **File #:** ID 2025-136

To: Honorable Mayor and Members of Town Council

Through: Tara Vargish, Director of Development Services

From: TJ Kucewesky, Assistant Director of Development Services

Update: Quasi-Judicial Projects

Executive Summary

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

New Applications

No new formal applications.

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

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

Meeting Date: December 2, 2025

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

Title: Update: Quasi-Judicial Projects

Executive Summary

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

New Quasi-Judicial Applications:

No new formal applications.

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

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



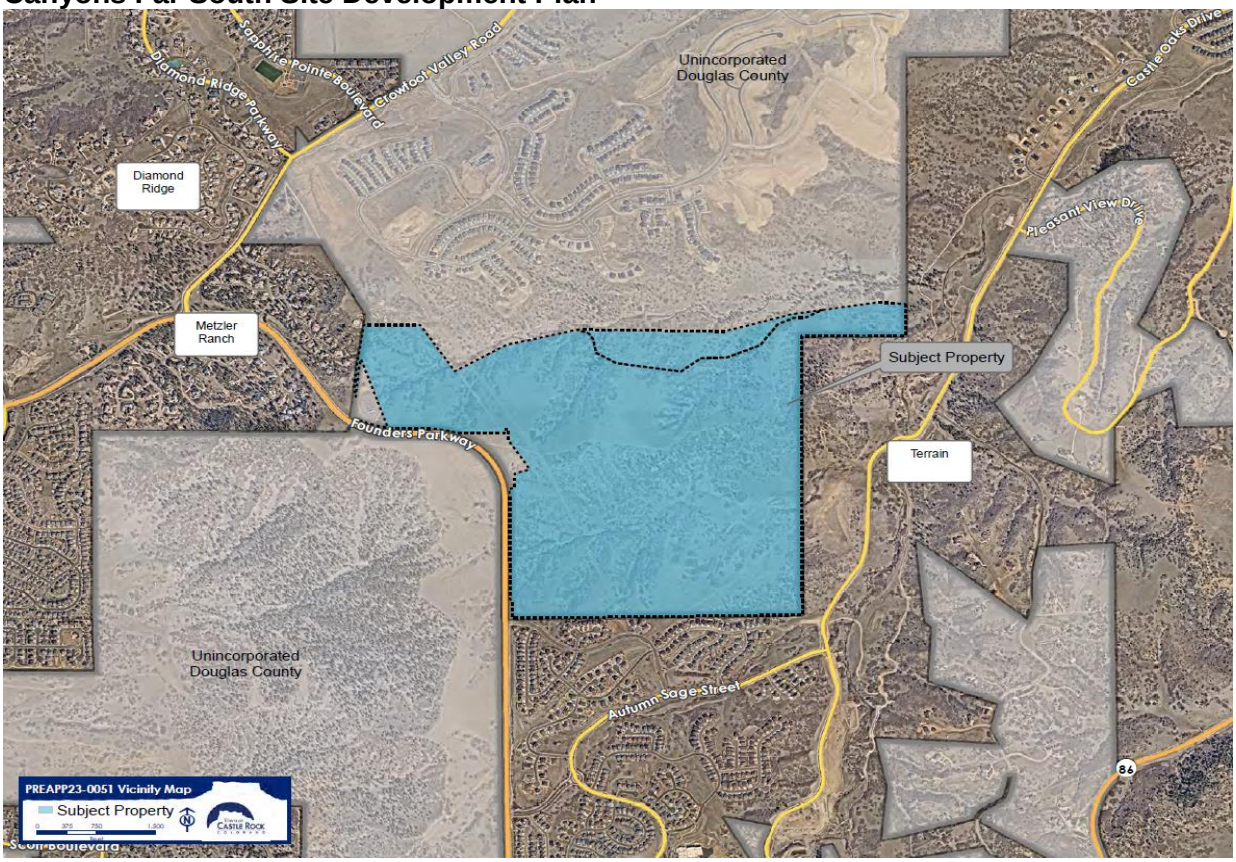
The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge and is generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn Ridge Senior Apartments. Currently, the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

Bella Mesa South Site Development Plan



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

Canyons Far South Site Development Plan



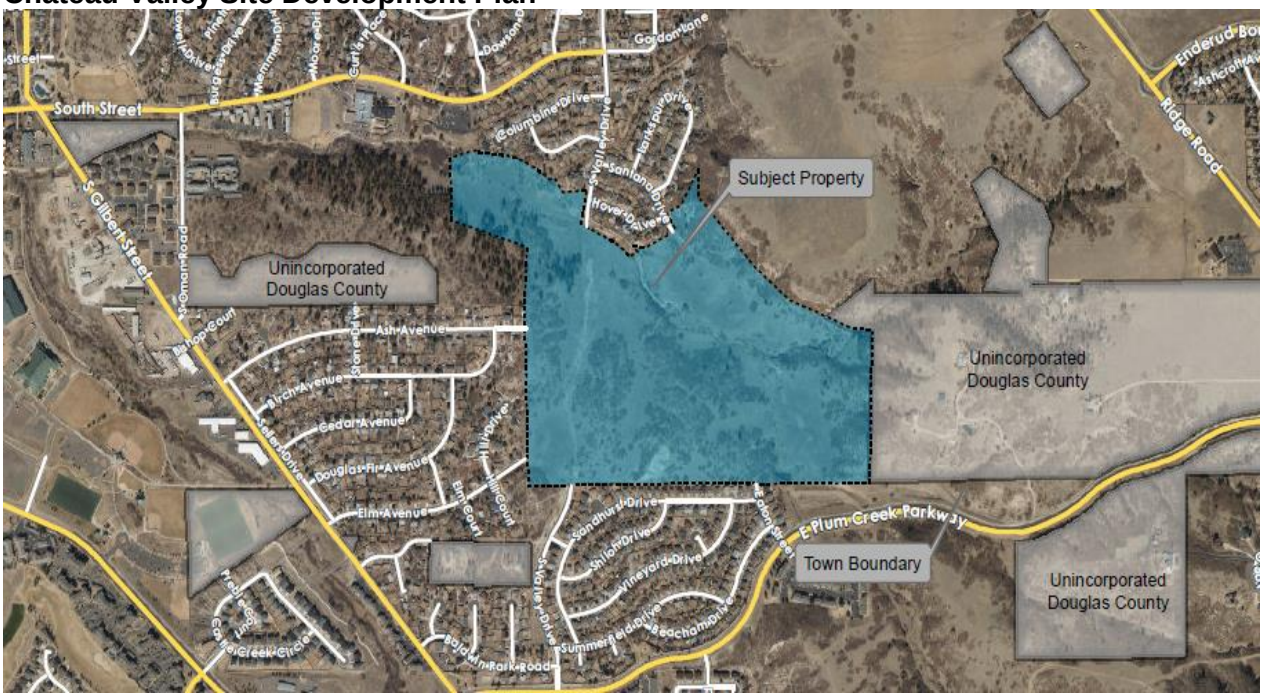
PCS Group has submitted a Site Development Plan application for Canyons Far South. The applicant is proposing a residential and commercial development on 409-acre site that aligns with the recent annexation and zoning approval for 515 single family homes, 12.5 acres of commercial and over 217 acres of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

Castleton Heights Multifamily Site Development Plan



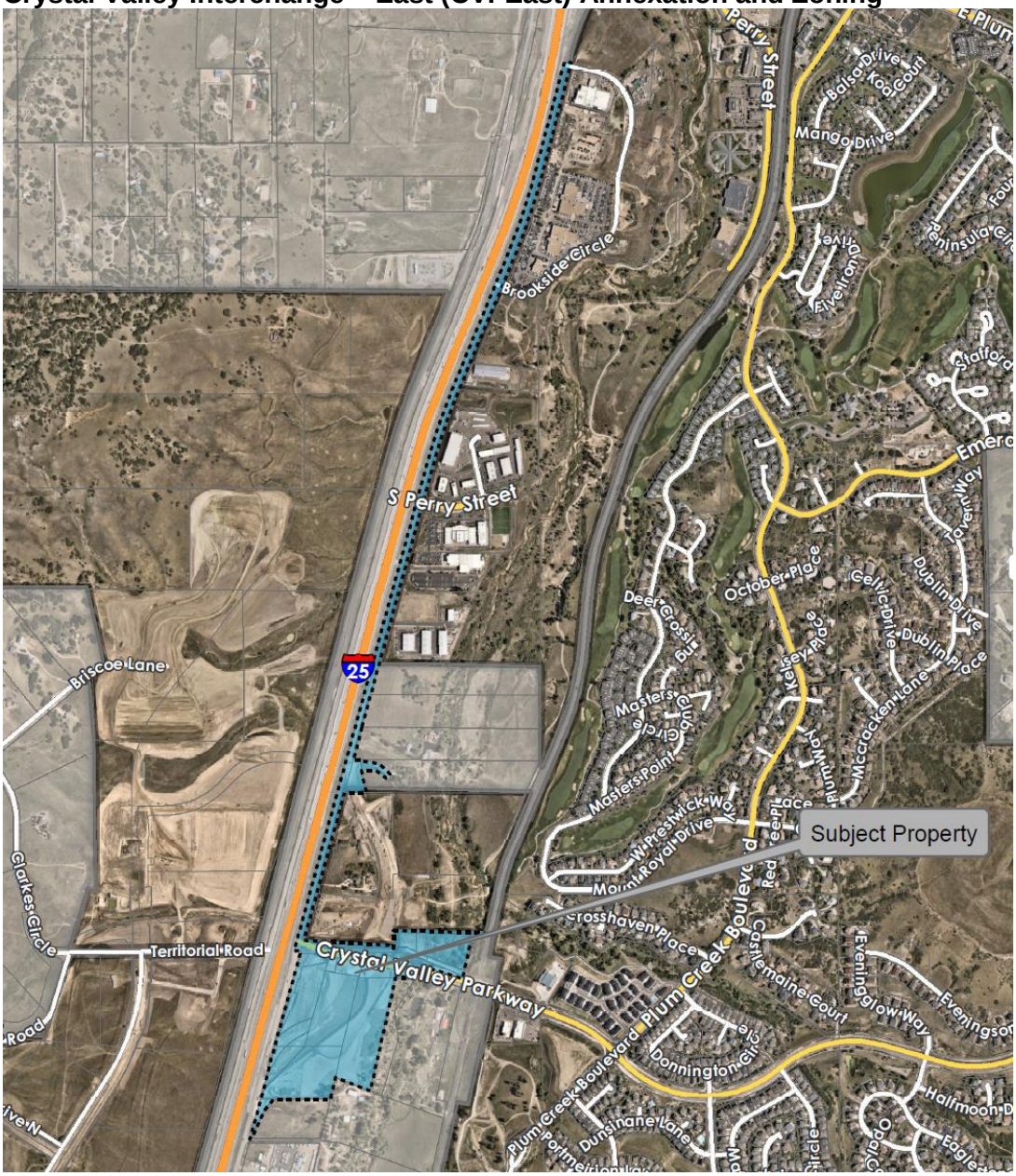
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest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

Chateau Valley Site Development Plan



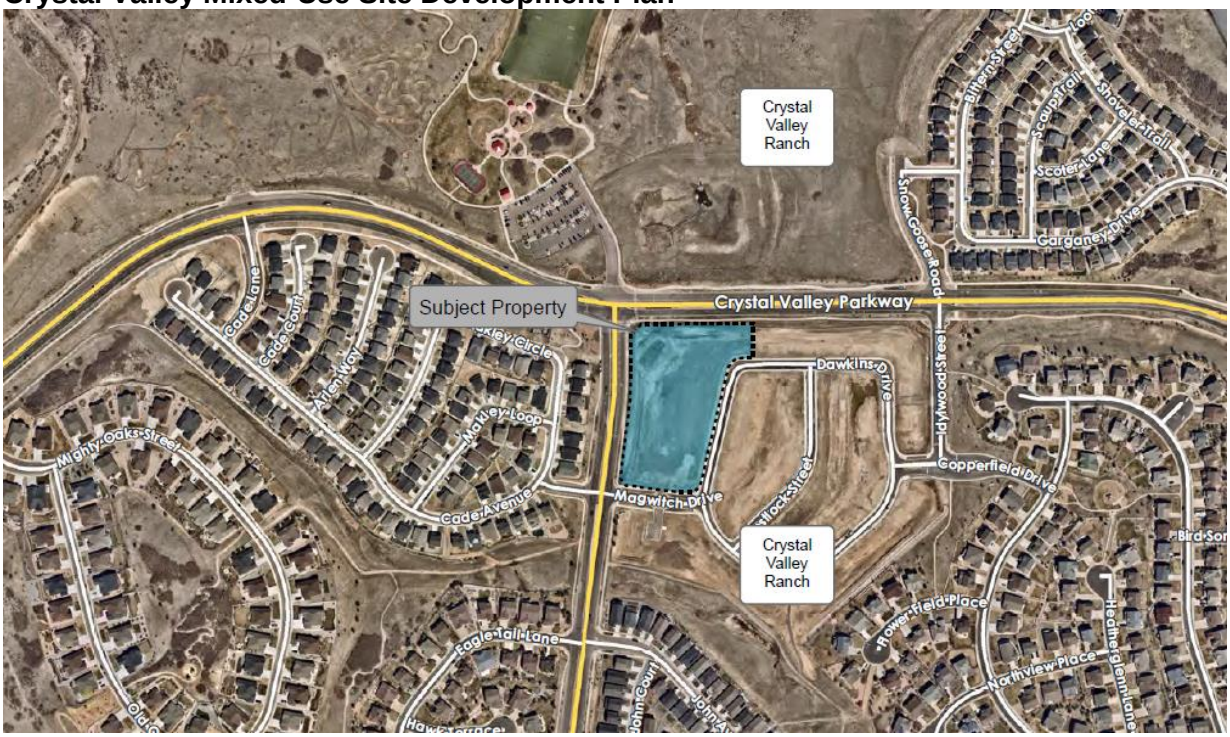
Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 403-unit residential subdivision on 112 acres. The 403 units are composed of 255 single family detached homes and 148 attached homes. The property, which is within the Young American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

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



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

Crystal Valley Mixed-Use Site Development Plan



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

Dawson Trails E2 Townhomes Site Development Plan



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

Dawson Trails Major PD Amendment, 3



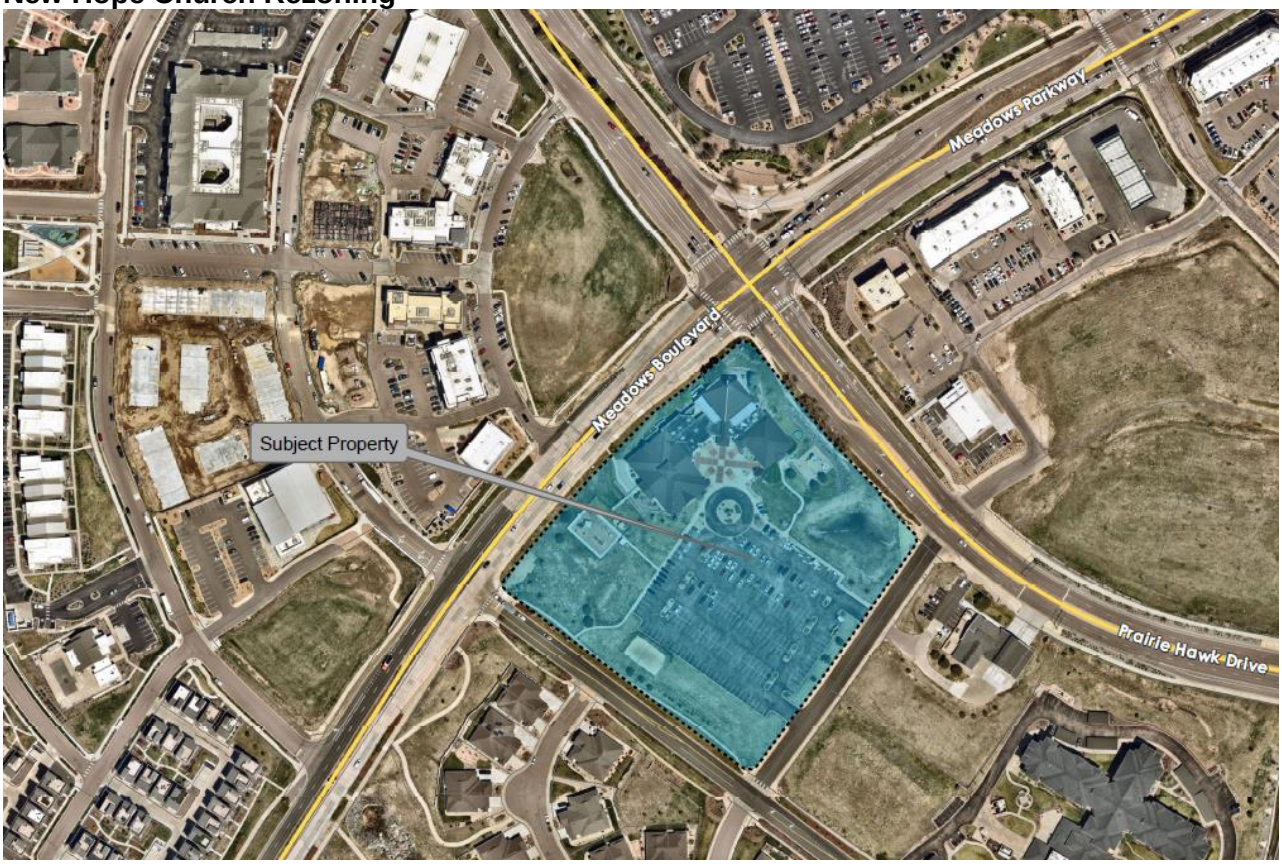
A Quasi-Judicial application from ACM Dawson Trails VIII JV LLC for a Major PD Amendment to the Dawson Trails PD was received. With the finalization of the Crystal Valley Interchange alignment, sections of the existing Territorial Road right-of-way (ROW) are no longer needed as ROW. The Town and Dawson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

King Soopers Dawson Trails Site Development Plan



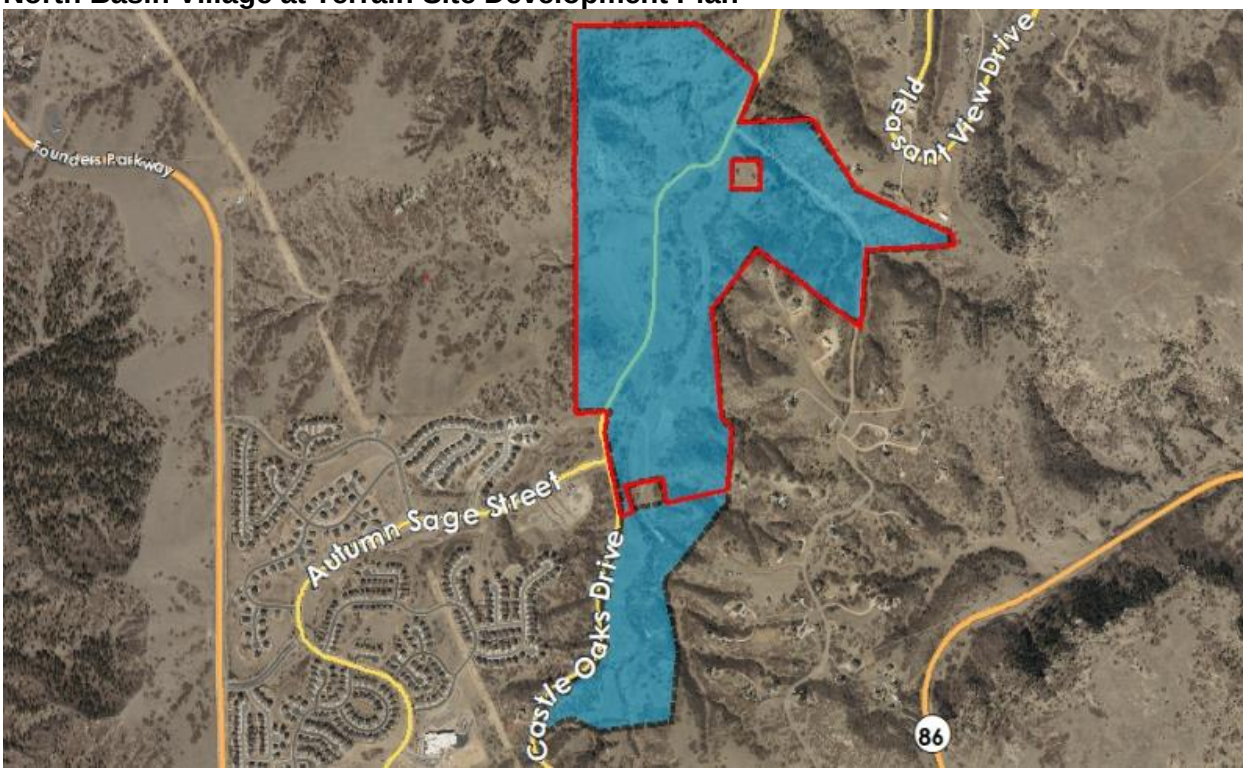
Galloway & Company, Inc, on behalf of the property owner ACM Dawson Trails VIII JV LLC, and property developer King Soopers, has submitted a Site Development Plan application. The applicant is proposing a King Soopers grocery store and fueling station on 12.2 acres within the Dawson Trails Planned Development,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

New Hope Church Rezoning



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

North Basin Village at Terrain Site Development Plan



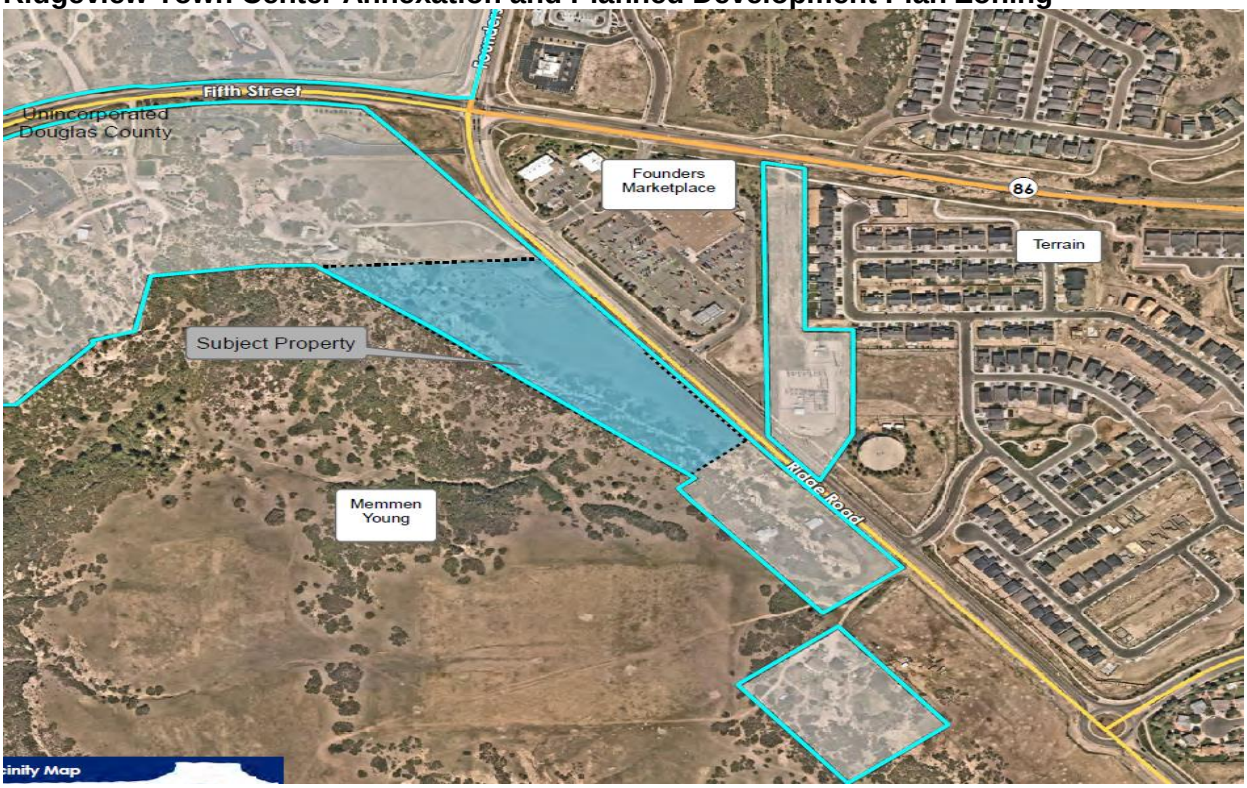
The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along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

Pioneer Ranch Annexation and Planned Development Plan Zoning



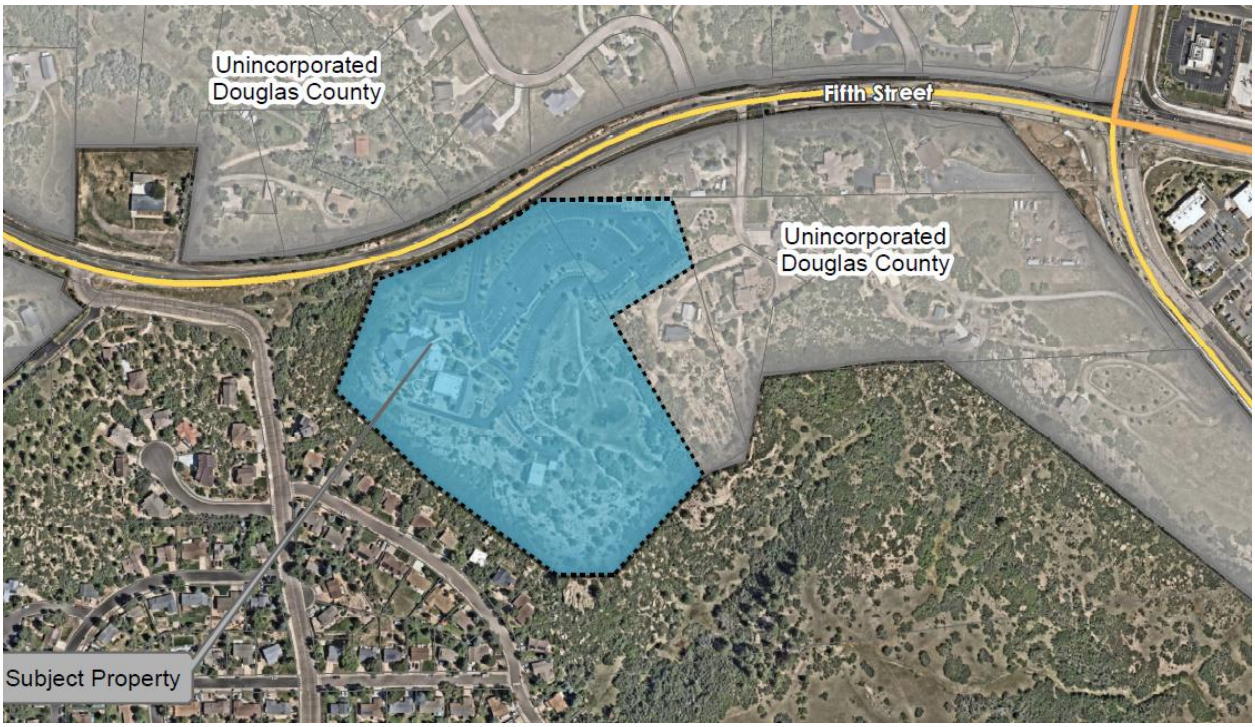
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and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

Ridgeview Town Center Annexation and Planned Development Plan Zoning



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

Saint Francis of Assisi Annexation



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

Territorial Road Annexation



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

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

Unity on Wolfensberger Site Development Plan



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

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



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

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: 12/2/2025

Item #: 6. **File #:** ORD 2025-034

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: **Trish Muller CPA, Finance Director**

Ordinance Levying General Property Taxes for the Town of Castle Rock, Colorado, for the Year 2025, to be Collected in 2026 (Second Reading - Approved on First Reading on October 7, 2025, by a vote 7-0)

Executive Summary

Property taxes are placed solely in the Town's General Fund which supports core Town services including Police and Fire. A preliminary abstract of taxable assessed values was received from the County Assessor in August which is used to calculate the mill levy rate presented in the 2026 proposed budget. The final taxable assessed valuation is received in November. As shown below, 2025 preliminary taxable assessed values have decreased approximately $28,469, or 1.8%percent, from the previous year's total. This results in a mill levy rate of 0.92 and property tax revenue of approximately $1.55 million for the Town to be collected in 2026.

2025 Assessed Valuation		1,758,953,020
2025 Preliminary Valuation		1,688,924,953
Difference	$	(28,469)
2025 Property Tax Revenue	**$**	**1,553,811**
Difference		**-1.8%**

Per the Colorado revised state statutes 29-01-301 (1) (a), all statutory tax levies for collection in 1989 and thereafter when applied to the total valuation for assessment of the state, each of the counties, cities, and towns not chartered as home rule shall be so reduced as to prohibit the levying of a greater amount of revenue than was levied in the prior year plus five and one-half percent. Castle Rock Municipal Code also states that the Town shall levy no more than the amount of revenue that was levied in the preceding year plus five and one-half percent. Annual growth in excess of the five and one-half percent limitation results in a corresponding mill levy reduction in that year in order to align with the revenue growth limitation.

The table below shows history of the mill levy rate since 2005.

2005	2006	2007	2008	2009 - 2015	2016 - 2017	2018	2019	2020	2021	2022 - 2023	2024-2026	2005 - 2025 Change
1.895	1.896	1.898	1.705	1.703	1.474	1.330	1.330	1.196	1.196	1.139	0.920	- 148.5%

* Collection year shown on taxes levied from the prior year

Budget Impact

Using the preliminary taxable assessed valuation approximately $1.55 million in property tax revenue will be collected in 2026 based on a 0.92 mill levy.

Staff Recommendation

Staff recommend that Town Council approve this Ordinance as written.

Proposed Motion

*"*I move to approve on second reading an Ordinance Levying General Property Taxes for the Year 2025, for 2026 Collection, for the Town of Castle Rock, Colorado.*"*

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2025-034

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE TOWN OF CASTLE ROCK, COLORADO, FOR THE YEAR 2025, TO BE COLLECTED IN 2026

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has adopted a budget for the 2026 fiscal year (the "2026 Budget") in accordance with Article IX of the Town Charter (the "Charter"); and

WHEREAS, the 2026 Budget anticipates the receipt of revenues from imposition of a mill levy on taxable property within Town jurisdictional boundaries; and

WHEREAS, the preliminary assessed valuation for the Town, as determined by the Douglas County Assessor, is $1,758,953,020, which at the anticipated mill levy rate, will generate approximately $1,553,811 in revenues; and

WHEREAS, the mill levy for the Town, as anticipated in the 2026 Budget, does not exceed the 5.5% revenue limitation in Section 13-2 of the Charter and is otherwise in compliance with the Charter and Article X, Section 20 of the Colorado Constitution; and

WHEREAS, according to Section 39-5-128(1), C.R.S., the Town Clerk is required to certify the mill levy imposed by the Town to the Douglas County Board of Commissioners by no later than December 15, 2025.

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

Section 1. **Calculation of Mill Levy**. The mill levy certified by this Ordinance is in compliance with applicable constitutional and Charter provisions.

Section 2. **Levy of Property Tax**. For the purpose of meeting general operating expenses of the Town during the 2026 fiscal year, there is levied a tax not to exceed 0.92 mills for general operating expenses, upon each dollar of the total assessed valuation of all taxable property within the Town for the taxable year 2025, to be collected in 2026.

Section 3. **Certification**. Upon receipt of the final assessed valuation for the Town from the Douglas County Assessor, the Town Manager is hereby authorized and directed to prepare a final calculation of the mill levy rate within the parameters established by this Ordinance for certification. The Town Clerk is hereby authorized and directed to certify to the Douglas County Board of Commissioners the mill levy for the Town as set forth herein.

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

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

APPROVED ON FIRST READING this 7th day of October, 2025, 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 2.02.100C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to Content:

_____
Trish Muller, CPA, Finance Director

ORDINANCE LEVYING PROPERTY TAXES

TOWN OF CASTLE ROCK

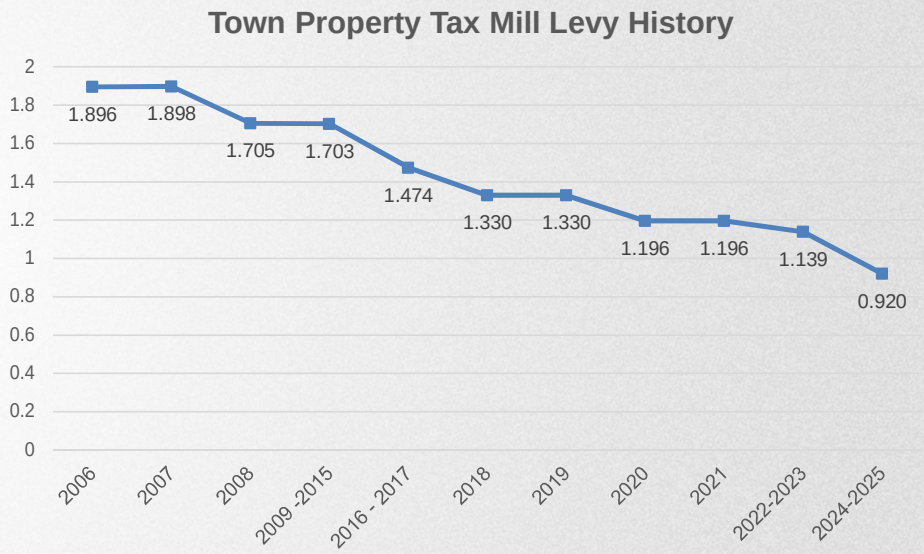
OCTOBER 7, 2025

TOWN PROPERTY TAX

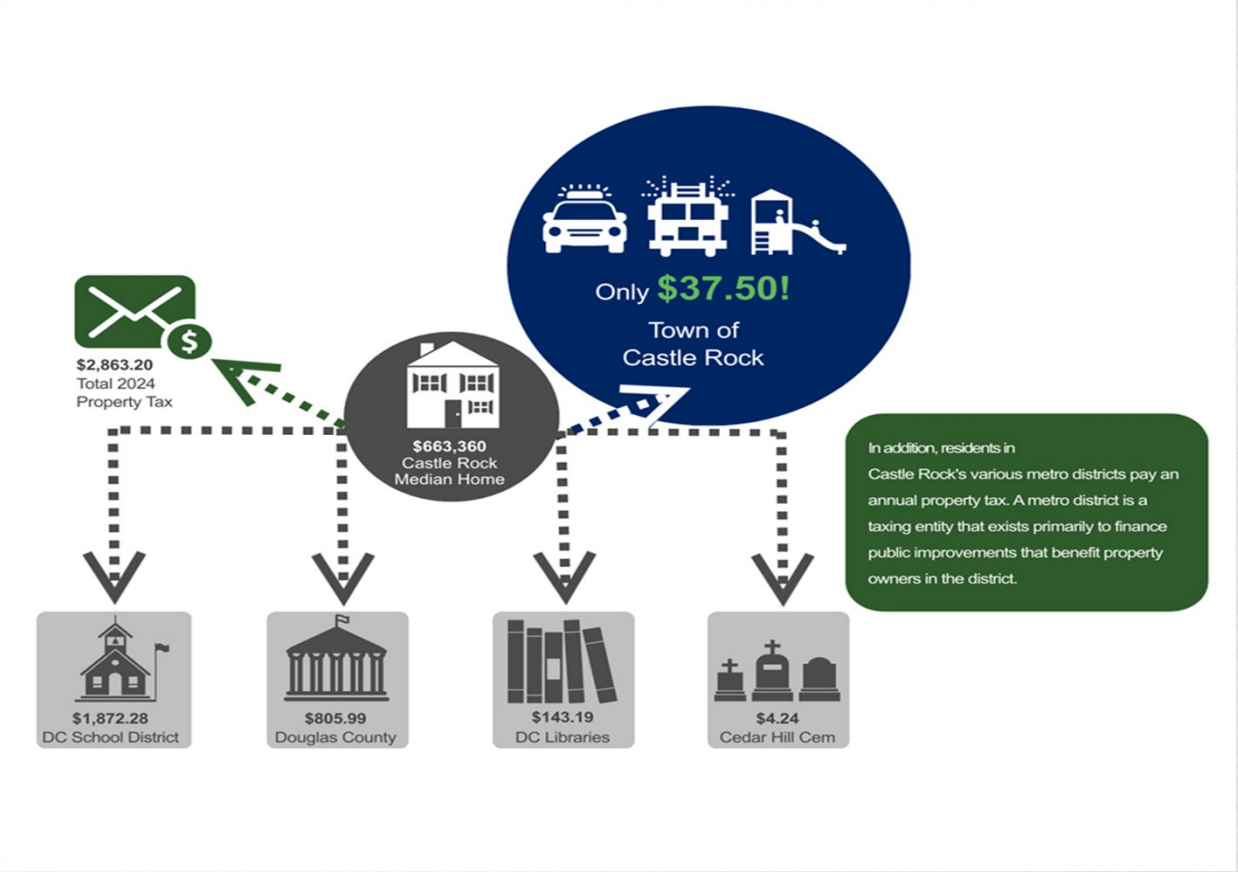
The Town's taxable valuation for 2025 taxes paid in 2026 has decreased based on the preliminary abstract of values.

This results in a continued Mill Levy rate of 0.92 mills.

The Town's Mill Levy has been reduced by 46% over the last decade



TOWN PROPERTY TAX



"I MOVE TO APPROVE THE ORDINANCE AS INTRODUCED BY TITLE

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

"I MOVE TO CONTINUE THIS ITEM TO (FUTURE DATE)

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 7. **File #:** ORD 2025-035

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: **Trish Muller, CPA, Finance Director**

Ordinance Levying General Property Taxes on Behalf of the Castle Rock Downtown Development Authority for the Year 2025, to be Collected in 2026 (Second Reading - Approved on First Reading on October 7, 2025, by a vote 7-0)

Executive Summary

Attached is an Ordinance levying general property taxes on behalf of the Castle Rock Downtown Development Authority for collection in 2026 ***(Attachment A)***. In August, the Douglas County Assessor certifies the total value of all personal and real property within the Authority. In December, a final certification of assessed values is rendered from the Douglas County Assessor's Office.

Discussion

The Castle Rock Downtown Development Authority Board of Directors has requested Town Council to certify its mill levy of 3.000 mills, which is anticipated to yield $234,921.05.

Downtown Development Authority	Mill Rate	2025 Assessed Valuation	2025 Property Tax
Gross Total Taxable Assessed Valuation, Less TIF (if any)	3.000	$110,101,810 $31,794,732	To be collected in 2026
Net Total Taxable Assessed Valuation		$78,307,018	**$234,921.05**

Financial Impact

As the final assessed valuation is received in December and the resulting property tax revenue will be reflected in 2026.

Staff Recommendation

Staff recommends that Town Council approve this Ordinance as written.

Proposed Motion

“I move to approve the Ordinance as introduced.”

Alternative Motions

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

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

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2025-035

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES ON BEHALF OF THE CASTLE ROCK DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR 2025, TO BE COLLECTED IN 2026

WHEREAS, pursuant to the requirements of Section 31-25-816(1), C.R.S., the Castle Rock Downtown Development Authority (the "Authority") has submitted its proposed budget for the 2026 fiscal year (the "2026 Budget") to the Town Council of the Town of Castle Rock, Colorado (the "Town") for approval; and

WHEREAS, the 2026 Budget, as adopted, anticipates the receipt of revenues from imposition of a mill levy on taxable property within the Authority's jurisdictional boundaries; and

WHEREAS, it is anticipated that the 2025 preliminary assessed valuation for the Authority, as determined by the Douglas County Assessor, will yield approximately $235,000 in revenues; and

WHEREAS, the Authority has formally requested that the Town Council exercise its power under Section 31-25-817, C.R.S., to certify the Authority's 2025 mill levy to the Douglas County Board of Commissioners for collection in 2026; and

WHEREAS, according to Section 39-5-128(1), C.R.S., the Town Clerk is required to certify the Authority's mill levy to the County by no later than December 15, 2025; and

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

Section 1. **Calculation of Mill Levy**. The mill levy certified by this Ordinance is in compliance with applicable constitutional and statutory provisions.

Section 2. **Levy of Property Tax**. For the purpose of meeting general operating expenses of the Authority during the 2025 fiscal year, there is levied a tax of 3.000 mills for general operating expenses, upon each dollar of the total assessed valuation of all taxable property within the Authority's jurisdictional boundaries for the taxable year 2025, to be collected in 2026.

Section 3. **Certification.** The Town Clerk is hereby authorized and directed to certify to the Douglas County Board of County Commissioners the mill levy for the Authority as set forth herein.

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

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

APPROVED ON FIRST READING this 7th day of October, 2025, 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 2nd day of December, 2025, by the Town Council of Castle Rock, Colorado, by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to Content:

_____
Trish Muller, CPA, Finance Director

4510 County Tax Entity Code

CERTIFICATION OF VALUATION BY

Douglas COUNTY ASSESSOR

DOLA LGID/SID 66061

New Tax Entity? ☐YES ☐NO

Date 11/19/2025

NAME OF TAX ENTITY: Castle Rock Downtown Development Authority

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: ‡	**1.**	$ 75,422,015.00
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	**2.**	$ 110,101,810.00
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	**3.**	$ 31,794,792.00
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	**4.**	$ 78,307,018.00
5.	NEW CONSTRUCTION: *	**5.**	$ 3,438,770.00
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	**6.**	$ 0.00
7.	ANNEXATIONS/INCLUSIONS:	**7.**	$ 0.00
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	**8.**	$ 0.00
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.):	**9.**	$ 0.00
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.):	**10.**	$ 0.00
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	**11.**	$ 5,836.95

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
* Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025 :

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	**1.**	$ 508,503,725.00
	ADDITIONS TO TAXABLE REAL PROPERTY		
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	**2.**	$ 25,484,792.00
3.	ANNEXATIONS/INCLUSIONS:	**3.**	$ 0.00
4.	INCREASED MINING PRODUCTION: §	**4.**	$ 0.00
5.	PREVIOUSLY EXEMPT PROPERTY:	**5.**	$ 0.00
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	**6.**	$ 0.00
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	**7.**	$ 0.00
	DELETIONS FROM TAXABLE REAL PROPERTY		
8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	**8.**	$ 61,291.00
9.	DISCONNECTIONS/EXCLUSIONS:	**9.**	$ 0.00
10.	PREVIOUSLY TAXABLE PROPERTY:	**10.**	$ 0.00

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: $ 0.00

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:
HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** $ 372,258.00

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25% LIMIT") 29-1-1703, C.R.S.

IN ACCORDANCE WITH §§ 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	**1.**	**$** 110,101,810.00
2.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	**2.**	**$** 31,794,792.00
3.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	**3.**	**$** 78,307,018.00
4.	NEW CONSTRUCTION:	**4.**	**$** 3,438,770.00
5.	ANNEXATIONS/INCLUSIONS:	**5.**	**$** 0.00
6.	PREVIOUSLY EXEMPT PROPERTY:	**6.**	**$** 0.00
7.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.): Includes all revenue collected on valuation not previously certified:	**7.**	**$** 0.00
8.	INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	**8.**	**$** 0.00
9.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	**9.**	**$** 5,836.95
10.	TOTAL PRODUCING MINES, OR PRIMARY OIL OR GAS PRODUCTION:	**10.**	**$** 0.00
11.	REVENUE INCREASE FROM EXPIRED TIF:	**11.**	**$** 0.00

Notes:
The property tax limit will apply to all property taxing entities with the exception of school districts, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist taxing entities with the calculation of the property tax limit available online here (https://dlg.colorado.gov/budget-information-and-resources). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

- Public Hearing

Downtown Development Authority (DDA) Proposed Annual Budget for 2026

Town Council Meeting

October 7, 2025

TOWN OF CASTLE ROCK COLORADO

Steps to adoption

- **Process** Highlights

- **Introduce, Approve by Town Council, Adopt:**
- Introduced to DDA Board on August 14th
- Town Council to Take Action on October 7th (Tonight)
- Public Notice and Available for Public Inspection on November 6th
- DDA Board to Adopt on November 13th

2026 DDA Budget

DRAFT Castle Rock DDA Budget for 2026
Operating Fund

		2023 Actuals	2024 Actuals	2025 Budget	2025 YE Estimate	2026 Budget
Income						
	Mill Levy	269,577	306,895	225,000	225,000	235,000
	Specific Ownership Tax	24,804	22,568	18,000	18,000	22,000
	Town Mill Levy Match	202,858	217,544	225,000	225,000	235,000
	Flower Box and Patio	18,270	27,220	25,000	29,300	30,000
	Misc. Other and Interest Income	35,990	47,144	-	40,000	45,000
	Sale of Sprung Structure	35,000	-	-	-	-
	Total Income	586,499	621,371	493,000	537,300	567,000
Expenses						
	Personnel	186,212	231,117	265,000	260,000	285,000
	Office Admin.	76,990	82,249	80,000	80,000	85,000
	Professional Services - Acct., Audit, Legal	16,978	16,502	25,000	18,000	25,000
	Programs - Trolley/Carriage Rides	16,147	24,013	15,000	18,000	23,000
	Programs - Façade/Downtown Impr. Program	12,463	11,000	20,000	18,000	24,000
	Programs - Flower Box and Patio	54,137	70,578	85,000	75,000	90,000
	Marketing and Websites	5,638	5,148	12,000	10,000	12,000
	Rent Expense	10,623	9,703	15,000	10,000	15,000
	Capital	-	5,099	90,000	45,000	105,000
	Contingency Expenses	2,500	-	95,000	15,000	110,000
	Total Expenses	381,688	455,409	702,000	549,000	774,000
		-				
	Beginning Fund Balance	914,362	1,119,173	1,285,135	1,285,135	1,273,435
	Transfer In/Out	-	-	-	-	-
	Net Activity	204,811	165,962	(209,000)	(11,700)	(207,000)
	Estimated Ending Fund Balance	$ 1,119,173	$ 1,285,135	$ 1,076,135	$ 1,273,435	$ 1,066,435

This is a draft budget that has not yet been reviewed and approved by Town Council, the Downtown Development Authority Board or the public. Upon their review changes may occur.

- Public Hearing

Downtown Development Authority (DDA) Mill levy collected In 2026

Town Council Meeting

October 7, 2025

TOWN OF CASTLE ROCK COLORADO

Preliminary 2026 DDA mill levy certification

- 3 mills – assessed in 2025 collected in 2026
- Preliminary assessment of value approx. $78.3 million
- Approximately $235k in property tax revenue
- Staff Recommends approval as written

- I move to approve resolution No. 2025-610
- As introduced by title

- I move to approve the resolution as introduced by title, with the following conditions: _____

- I move to continue this item to the Town Council meeting on _____ date to allow
- additional time to: _____

- I MOVE TO APPROVE ORDINANCE NO. 2025-609 LEVYING GENERAL PROPERTY TAXES ON BEHALF OF THE CASTLE ROCK DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR 2025, TO BE COLLECTED IN 2026, (FIRST READING)

- I move to approve the ordinance as introduced by title, with the following conditions:

_____

- I move to continue this item to the Town Council meeting on _____ date to allow additional time to: _____

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 8. **File #:** RES 2025-149

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director, Development Services
TJ Kucewesky, Assistant Director, Development Services

Resolution Approving the Town of Castle Rock's 2024 Consolidated Annual Performance and Evaluation Report [Community Development Block Grant (CDBG) program]

Executive Summary

In September 2020, Town Council accepted entitlement status into the federal Community Development Block Grant (CDBG) program beginning in fiscal year 2021. The Town's fourth CDBG program year began on October 1, 2024, and ended on September 30, 2025. The Town of Castle Rock was allocated $264,043 to distribute in this program year. After the end of each program year, the Town is required to complete a Consolidated Annual Performance and Evaluation Report (CAPER) for the previous program year. Staff is seeking Town Council direction on a resolution **(Attachment A)** approving Castle Rock's Consolidated Annual Performance and Evaluation Report (CAPER) for program year 2024.

Staff engaged a consultant (Civitas, LLC) to develop the 2024 CAPER as required by the US Department of Housing and Urban Development (HUD). The CAPER provides annual information on program accomplishments in meeting the program's performance outcomes. The Town is required to report on the activities undertaken annually. The full draft of the Town's Consolidated Annual Performance and Evaluation Report is available in **Attachment B**.

This Consolidated Annual Performance and Evaluation Report is required to be submitted to HUD by the deadline of December 29, 2025.

Proposed Motion

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

Attachments

Attachment A	Resolution
Attachment B:	Consolidated Annual Performance and Evaluation Report

Meeting Date: December 2, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director, Development Services
TJ Kucewesky, Assistant Director, Development Services

Title: Resolution Approving the Town of Castle Rock's 2024 Consolidated Annual Performance and Evaluation Report for CDBG

Executive Summary

In September 2020, Town Council accepted entitlement status into the federal Community Development Block Grant (CDBG) program beginning in fiscal year 2021. The Town's fourth CDBG program year began on October 1, 2024, and ended on September 30, 2025. The Town of Castle Rock was allocated $264,043 to distribute in this program year. After the end of each program year, the Town is required to complete a Consolidated Annual Performance and Evaluation Report (CAPER) for the previous program year. Staff is seeking Town Council direction on a resolution **(Attachment A)** approving Castle Rock's Consolidated Annual Performance and Evaluation Report (CAPER) for program year 2024.

Staff engaged a consultant (Civitas, LLC) to develop the 2024 CAPER as required by the US Department of Housing and Urban Development (HUD). The CAPER provides annual information on program accomplishments in meeting the program's performance outcomes. The Town is required to report on the activities undertaken annually. The full draft of the Town's Consolidated Annual Performance and Evaluation Report is available in **Attachment B**.

This Consolidated Annual Performance and Evaluation Report is required to be submitted to HUD by the deadline of December 29, 2025.

Discussion

The Town of Castle Rock is an entitlement jurisdiction, receiving an annual allocation of federal Community Development Block Grant (CDBG) program funds through the U.S. Department of Housing and Urban Development (HUD). These funds help the Town address the housing and community development objectives outlined by HUD. During the creation of the Town's 2021-2025 Consolidated Action Plan, the Town identified two primary objectives to focus CDBG funding toward: public facilities and infrastructure improvements, and vital public services for special needs and low- to moderate-income (LMI) populations.

Program Year (PY) 2024 was the fourth year of the 2021-2025 Consolidated Plan period. The annual allocation of CDBG funds was $264,043. Through the remaining period of the Consolidated Plan, the Town expects to receive similar amounts annually. The following accomplishments and the uses of these funds for the fourth program year are highlighted below.

Supportive Services: The Town funded the Castle Rock Senior Activity Center's Home Delivery of Hot Meals program to assist 292 elderly persons during the program year. The program targeted the most socially isolated and those with the most economic need as all beneficiaries were low- to moderate- income (LMI).

Public Facilities and Infrastructure Improvements: The Town replaced pool lifts at 3 Town facilities. Pool lifts were installed at the Miller Activity Complex, Butterfield pool and Burgess pool. The existing lifts were no longer reliable. The installation of the new lifts help ensure continued ADA compliance. Additionally, the Town used CDBG funding to complete a remodel of a restroom at Cantril School. This project removed architectural barriers resulting in the facility now having an ADA accessible restroom in the 1960's addition.

For Program Year 2024, the Town of Castle Rock approved a funding allocation of 20% Administration, 15% Public Services, and 65% for Public Facilities and Infrastructure. The Town Council approved funding for Program Year 2024 and the actual expenditures are as follows:

Program Year 2024 Project Name and Proposed Activity	Funding Approved for 2024 PY	Expenditures 2024 PY
CDBG: Administration (20%) • Community Development Department Admin	$52,808	$31,854.98
CDBG: Public Services (15%) • Supportive services for LMI & special needs	$39,605	$17,848.67
CDBG: Public Facilities & Infrastructure (65%) • Public facilities, infrastructure	$171,630	$86,534.46
Total	**$264,043**	**$136,238.11**

Overall, the Program Year 2024 expenditures were $127,804.89 less than approved. These unused funds will be carried forward to be used in future years.

Public Comment Period

The 2024 Consolidated Annual Performance and Evaluation Report was made available for public comment from November 11 – November 25, 2025, and no comments were received by staff to date. Documents were available for review at www.CRgov.com/cdbg, the Philip & Jerry Miller Library and in the Town Hall lobby for

inspection. Additionally, printed copies of these documents were available upon request.

Town Council approval of the resolution presented this evening will endorse Consolidated Annual Performance and Evaluation Report **(Attachment B)**.

Budget Impact

CDBG is a reimbursable grant program. Any Town projects would be reimbursed as approved. Additionally, up to 20 percent of CDBG funding is available for administration costs associated with running the CDBG program and are reimbursable. All administrative costs to date have been covered by the program.

Recommendation

Staff recommends approval of Castle Rock's 2024 Consolidated Annual Performance and Evaluation Report.

Proposed Motions

Approval

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

Approval with Conditions

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

Continue item to next hearing (need more information to make decision)

- *"I move to continue this item to the Town Council meeting on [date], 2025, at [time]."*

Attachments

Attachment A: Resolution
Attachment B: Consolidated Annual Performance and Evaluation Report

RESOLUTION NO. 2025-149

A RESOLUTION APPROVING THE TOWN OF CASTLE ROCK 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

WHEREAS, in September 2020, the Town Council of the Town of Castle Rock (the "Town") accepted entitlement status into the federal Community Development Block Grant ("CDBG") program; and

WHEREAS, the Town's fourth CDBG program year ("Program Year 2024") began on October 1, 2024 and ended on September 30, 2025, for which the Town received a funding allocation of $264,043.00; and

WHEREAS, after the end of each program year, the U.S. Department of Housing and Urban Development ("HUD") requires the Town to complete a Consolidated Annual Performance and Evaluation Report ("CAPER"); and

WHEREAS, the CAPER provides annual information on CDBG program accomplishments in meeting the program's performance outcomes; and

WHEREAS, Town staff recommends approval of the CAPER for Program Year 2024 ("2024 CAPER").

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

Section 1. **Approval**. The Town Council hereby approves the 2024 CAPER 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.

Section 2. **Authorization**. The Town Council hereby authorizes Town staff to submit the 2024 CAPER to HUD for acceptance by the December 29, 2025 deadline.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

PY 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

DRAFT

Town of Castle Rock
100 N. Wilcox St.
Castle Rock, CO 80104

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Town of Castle Rock is designated as an entitlement jurisdiction, receiving an annual allocation of federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). These funds assist the Town in addressing housing and community development objectives specified by HUD, which include, but are not limited to, improvements to public facilities and infrastructure, as well as essential public services for individuals with special needs and low- to moderate-income (LMI) populations. For Program Year (PY) 2024, the Town was awarded $264,043 from its annual CDBG allocation. The following highlights the accomplishments and uses of these funds for PY 2024.

Public Facilities and Infrastructure Improvements: In PY 2024, the Town completed three activities to replace pool lifts that had exhausted their life span. These improvements were made at the Burgess Pool (#23), the Miller Activity Complex (#24) and Butterfield (#25), and had an unduplicated benefit to 706 LMI persons. The pool lifts ensure continued ADA compliance for these facilities. The Town also completed improvements to a restroom at Cantril School (#22), removing architectural barriers, which will make it ADA accessible. There were 2,442 LMI individuals that benefitted from these improvements.

Supportive Services: In PY 2024, the Town funded the Castle Rock Senior Activity Center's Home Delivery of Hot Meals program (#20) to assist 292 LMI elderly persons with meal delivery and food services. The program targeted the most socially isolated and those with the most economic need as all beneficiaries were LMI.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Improve Access to Public Facilities (ADA)	Non-Housing Community Development	CDBG	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit	Persons Assisted	14,925	9,798	65.64%	2985	3,148	105.46%
1B Improve Capacity of Public Infrastructure LMI	Non-Housing Community Development	CDBG	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit	Persons Assisted	14,925	0	0.00%	2,985	0	0.00%
2A Provide Supportive Services for Seniors	Non-Homeless Special Needs	CDBG	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	500	756	151.20%	50	292	584.00%
2B Provide Supportive Services LMI & Special Needs	Non-Homeless Special Needs	CDBG	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	500	0	0.00%	50	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

PY 2024 is the fourth year of the 2021-2025 Consolidated Plan period, and the Town has identified its priority needs for the community as 1.) Improvements to Public Facilities & Infrastructure and 2.) Supportive Services for LMI & Special Needs. CDBG-funded activities must address one of these needs as well as primarily benefit LMI persons or special needs populations, such as elderly persons.

During the program year, the Town worked to address the needs of the community through public facility improvements and public services for the elderly. These funded activities were developed to address the identified priority needs in the Consolidated Plan. The following describes the use of CDBG funds in PY 2024:

Supportive Services for LMI & Special Needs: $17,848.67 (13.1%)
Public Facilities & Infrastructure Improvements: $86,534.46 (63.5%)
Administration of the CDBG Program: $31,854.98 (23.4%)
Total: $136,238.11

Note: Please note, the Town follows strict grant based accounting guidelines. For each FY CDBG grant allocation, there is a maximum spending cap of 15% for public services, and 20% for administrative costs.

The Town ensures it will not spend more than the max allowable under CDBG guidelines for the FY grant awards.

PY 2024 CR-05 Goals and Outcomes Comparison

Public Facilities & Infrastructure

1A Improve Access to Public Facilities (ADA): The Town had a goal to assist 2,985 persons with this goal, and assisted 3,148 LMI persons. In PY 2024, the Town completed three activities to replace pool lifts that had exhausted their life span. These improvements were made at the Burgess Pool (#23), the Miller Activity Complex (#24) and Butterfield (#25), and had an unduplicated benefit to 706 LMI persons. The pool lifts ensure continued ADA compliance for these facilities. The Town also completed improvements to a restroom at Cantril School (#22), removing

architectural barriers, which will make it ADA accessible. There were 2,442 LMI individuals that benefitted from these improvements.

1B Improve Capacity of Public Infrastructure LMI: The Town had a goal to assist 2,985 persons with this activity; however this goal was not met. As there are limited funds, the Town may prioritize improvements to facilities or infrastructure within the program year, but may not be able to prioritize both. This still continues to be a need, and the Town will continue to seek opportunities as they arise.

Supportive Services for LMI & Special Needs:

2A Provide Supportive Services for Seniors: The Town had a goal to assist 50 persons with this activity, and assisted 292 LMI elderly persons through the Castle Rock Senior Activity Center Home Delivery of Hot Meals program (#20).

2B Provide Supportive Services LMI & Special Needs: The Town had a goal to assist 50 persons with this activity. This goal will be combined with goal 2A as the intended target group receiving public services are LMI seniors.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	3,195
Black or African American	123
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**3,360**
Hispanic	285
Not Hispanic	3,155

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

DATA NOTE: Race/ethnicity data was drawn from the PR-03 activity summaries and PR-23 summary of accomplishments for PY 2024. The table above does not include a category for people that identify as "other multi-racial". Due to this, the racial/ethnic data in the above table may not necessarily match the number of persons actually served by the CDBG program. For example, the table above shows 3,360 total persons reported by race; however the actual total was 3,440 persons. This was due to the reporting table in IDIS not having a category for "other multiracial" of which there were 80 persons.

According to the 2018-2022 American Community Survey 5-Year Estimates (DP-05), the population in Castle Rock was 74,065 persons. An estimated 87.3% were White, followed by 2.2% for Asian and 0.8% for Black or African American persons. "Some other" race made up 2.2% of the population and "Two or more" races made up 7.0% of the population. All other races accounted for less than 1%. About 10.7% of the Town population identified ethnically as Hispanic or Latino.

For activities where the Town recorded race/ethnicity information, 92.9% of CDBG funding went towards assisting White persons, 3.6% to Black or African American persons and 1.2% to Native Hawaiian or Other Pacific Islander persons. All other races were less than 1%. An estimated 8.3% of persons assisted with CDBG funding identified ethnically as Hispanic. Benefits were generally in line with the Town-wide demographic population.

While the Town adequately assisted Black or African American households in PY 2024, the Town recognizes the need to identify all minority groups, such as Asians, Native American and Alaskan Natives, and Native Hawaiian or Other Pacific Islander households, for assistance with CDBG programs even if their populations are small. There is also a need to reach more Hispanic persons.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	264,043	136,238

Table 3 - Resources Made Available

Narrative

In PY 2024 the Town had resources made available in the amount of $264,043 in CDBG funds from the annual allocation. According to the PR-07, during the program year the Town spent $136,238.11 on public services for elderly persons, public facility improvements and admin of the CDBG program. Unspent funds have already been programmed towards other eligible uses such as public facility improvements and will be expended as activities are completed. The following lists expenditures by priority need:

Supportive Services for LMI & Special Needs: $17,848.67 (13.1%)
Public Facilities & Infrastructure Improvements: $86,534.46 (63.5%)
Administration of the CDBG Program: $31,854.98 (23.4%)
Total: $136,238.11

Note: Each FY CDBG grant allocation has a maximum expenditure cap limit of 20% for admin costs and 15% for public services, and expenditures will not exceed these cap amounts. These costs are budgeted during the AAP development process and are approved by HUD. Once all FY funds have been expended and programmed, the Town ensures that final expenditures of the FY 2024 grant allocation will meet the required guidelines of the grant.

FY CDBG Grant Allocation Close-Out

Each year the Town reports if a prior FY CDBG annual allocation has been fully spent. At the end of PY 2022, the Town fully expended their FY 2021 allocation. The Town contacted HUD on January 11, 2024 to notify them that the 2021 grant had been fully expended. HUD responded that they would not invoke the close out process until 2028 and that no further action was needed. There were no other FY annual allocations fully spent during PY 2024.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A	N/A	N/A	N/A

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Town of Castle Rock does not allocate funding solely based on geographic requirements. When the planned activities are intended to directly serve individuals or households, those individuals or households must meet income and residency qualifications to receive assistance from the program. In these instances, Town staff and/or one of its partner agencies shall complete an in-take and eligibility status review of the applicant individual or household before the project/activity is initiated.

Additionally, the Town may identify infrastructure and public facility improvement activities. In this case, the planned activities serve a specific community or neighborhood. These activities are said to have an "area-wide" benefit. Per HUD requirements, these areas must be within an eligible Census Block Group Tract, as defined by HUD-CDBG regulations. HUD determines Low/Mod block group tracts as those with a 51% LMI population. However, the Town of Castle Rock is an exception grantee with the LMI block group threshold lowered to 32.73%.

HUD CDBG Low/Mod Income Summary Data (LMISD), which have defined the eligible Low/Mod block group tracts within the jurisdiction can be found on the HUD Exchange website at: https://www.hudexchange.info/programs/acs-low-mod-summary-data/

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG funding leverages in-kind resources and program activities for Castle Rock seniors from the Castle Rock Senior Activity Center, the State of Colorado property tax exemption and deferral program, the Denver Regional Council of Governments and the Aging Resources of Douglas County. HUD CDBG program funds do not require a dollar-for-dollar match. As funds are limited, the Town seeks to leverage additional resources with its federal CDBG funds.

Publicly owned land/property used to address the needs in the plan

The Town is focused on improving public facilities and infrastructure in low-to-moderate-income (LMI) areas of Castle Rock. The identified public improvements include sidewalks, streets, Town parks, and Town-owned facilities. This priority was established through a citizen participation process and community and stakeholder surveys conducted during the development of the Consolidated Plan (ConPlan). The Town has identified planned sidewalk improvements at Canyon Drive for PY 2025 and will continue to target its efforts towards Town-owned streets and sidewalks in low/moderate-income block group tracts that benefit the community as a whole. The Castle Rock Senior Activity Center is utilized to provide supportive services to elderly residents in the Town.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Town of Castle Rock does not provide direct funding for affordable housing projects using CDBG funds. Due to limited resources, the Town has focused its available funding on public services, public facilities, and infrastructure improvements during this five-year Consolidated Plan period. The Town believes that investing in essential services and enhancing public facilities—along with improving infrastructure such as streets and sidewalks—will attract housing investments to low- and moderate-income areas.

Discuss how these outcomes will impact future annual action plans.

At this time, the Town does not anticipate any changes to the needs and goals identified in the 5-year ConPlan and there are no plans to add affordable housing development or preservation to future annual action plans within the current 5-year planning period. If the need for affordable housing programs arise,

the Town will document this need and take the necessary steps to include new priorities and goals to the plan, both through the required citizen participation process and the plan amendment process.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	0
Low-income	0
Moderate-income	0
Total	**0**

Table 7 – Number of Households Served

Narrative Information

The Town of Castle Rock does not directly fund affordable housing projects with CDBG funding. There were no affordable housing activities completed by the Town in PY 2024.

Worst Case Needs

The most vulnerable households in our community are those with extremely low incomes or special needs who are at imminent risk of homelessness and require affordable housing or emergency assistance. While the Town does not directly fund assistance for homeless individuals or households with extremely low incomes through affordable housing programs, it is committed to supporting the community by funding programs that benefit our most at-risk residents. This includes funding supportive services such as hot meal programs for the elderly, which help reduce basic living costs and provide essential support, allowing seniors to age in place. The goal of these initiatives is to prevent housing instability and ultimately reduce the number of homelessness cases in Castle Rock.

The Town did not specifically report any persons with a disability in its CDBG program, however if a household with a disability is identified for assistance in one of its programs, the Town will make all necessary accommodations within reason to meet the needs of the household.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Town of Castle Rock relies on Douglas County and its partnership with the Metro Denver Homeless Initiative Continuum of Care (MDHI) to address the needs of the local homeless population. In addition, the Town engages various local service agencies to reach out to and provide support for individuals experiencing homelessness.

The MDHI coordinates efforts across all seven counties in the Denver area, collaborating with numerous local providers to ensure that the needs of the homeless population are met. This initiative oversees programs that include supportive services, emergency shelters, transitional housing, and permanent supportive housing, all aimed at preventing homelessness. The Homeless Management Information System (HMIS) is utilized to track data on local homeless populations and to manage MDHI services and program funding. While the Town of Castle Rock does not have these resources available locally, it maintains a close relationship with the MDHI and refers individuals to their services as needed.

The Town of Castle Rock engages with MDHI to address the needs of individuals experiencing homelessness to necessary services. Several service providers that are located near or within the Town currently reach out to homeless populations, including Catholic Charities, Help and Hope Center, Parker Task Force, and SECOR Cares.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Town refers to the MDHI for the emergency housing and transitional housing needs of homeless persons in Castle Rock. Unfortunately, identifying persons experiencing homelessness and directly addressing their needs is difficult within the Town due to limited resources and a small homeless population within the Town. The 2025 PIT Count, conducted on January 27, 2025 identified 58 homeless persons for all of Douglas County, including 28 unsheltered and 30 sheltered. Current programs that reach out and support the homeless in Castle Rock and Douglas County include the facilitation of hotel vouchers by the following agencies: Catholic Charities, Help and Hope Center, Parker Task Force, and SECOR Cares.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Douglas County Department of Community Services, along with other stakeholders, launched the Housing Stability Program in August 2024. This program aims to support at-risk households to help prevent homelessness. The initiative is available to eligible residents of Castle Rock. The Town is focused on prevention through various public service activities, primarily targeting the elderly, as described below.

Within Castle Rock, the Town used CDBG funds to work directly to benefit LMI individuals and households in the community and address homelessness by providing services that directly or indirectly work to prevent poverty or conditions that may lead to homelessness. In the 2024 program year, the Town used CDBG funds to support the Senior Center Home Meal Delivery program, which targeted elderly and disabled populations.

Additionally, the Town has access to the Douglas County Cares program, which is comprised of County and local partner agencies, which work in partnership for the benefit of homeless and vulnerable residents. This program involves case management and other supportive services to increase the client's chances of obtaining and maintaining self-sufficiency. A variety of assistance, services, and tools are made available to participants to overcome barriers to achieving stability, capacity, capability, and opportunity.

Other Special Needs Activities:

Elderly and Persons With a Disability:

The Town is dedicated to enhancing the quality of life for its elderly and disabled residents. To support this goal, a range of activities and services are planned, including ADA improvements to public facilities and infrastructure, as well as supportive services such as senior programs. In the fourth year of the Consolidated Plan, the Town aimed to serve approximately 100 low- and moderate-income (LMI) individuals with special needs through these public service activities.

The Town strives to ensure access for elderly individuals and persons with disabilities at all community facilities it operates. One key location, the Castle Rock Recreational Center, offers health and wellness activities for all families, including seniors and individuals with disabilities. The center features a senior fitness program and has designated hours for elderly participants. Additionally, it provides discounts for seniors age 62 and older.

The Castle Rock Senior Activity Center organizes a variety of special events, which can take place either on-site or off-site. These events are designed for diverse purposes, such as fundraising, community engagement, socializing, and learning new skills. Transportation services are also available at the center. Butterfield Crossing Park is an ADA-accessible recreational facility that includes a pool with a lift for individuals with disabilities and a zero-depth entry wading pool. Furthermore, a new playground has been completed for children ages 5 to 12, featuring inclusive designs for children with disabilities.

Persons living with HIV/AIDS and their families:

At this time there are very few service providers for this special needs group in Castle Rock; however,

persons can be referred to the CO Department of Public Health & Environment HIV Care Core and Support Services program. The program provides an expansive program with multiple care and support options, both non-medical and medical (by referral). There is intensive case management and also emergency assistance provided. More information on the program can be found at: https://cdphe.colorado.gov/hiv-care-core-and-support-services.

Public Housing Residents

Public Housing Residents: The Town is served by the Douglas County Housing Partnership (DCHP), which is a multi-jurisdictional housing authority that was formed as a cooperative effort among businesses, and local and county governments to address affordable housing needs for people who work in the area. The DCHP owns Oakwood Senior Apartments in Castle Rock, which provides 109 units for seniors. The Town also allowed fee waivers for the Meadowmark project, which will provide additional affordable units for Town residents.

Additionally, the Town is supporting DCHP with the Proposition 123 affordable housing initiative, which dedicates 0.1% of the state annual revenue to a variety of affordable housing programs, such as land banks and down payment assistance. Through this effort, the Town has pledged to work to secure about 270 affordable housing units by the end of 2026. The Town will continue to partner with the DCHP and other Douglas County municipalities to work as a region to increase affordable housing units across the county. For more information, see: https://douglascountyhousingpartnership.org.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town currently does not have specific measures in place to facilitate the transition of homeless individuals to permanent and independent living. This includes efforts to shorten periods of homelessness, improve access to affordable housing for the homeless, and prevent relapse into homelessness. Residents of the Town who are homeless or at risk of homelessness can apply for the Housing Stability Program offered by the Douglas County Department of Community Services. Due to limited CDBG funds, the Town's initiatives primarily focus on prevention through public service activities.

The Town refers its homeless needs to the MDHI, the Continuum of Care (CoC) in the wider region. MDHI has a wide array of services and housing programs that meet the needs of the homeless and their unique situations. Town residents are also eligible for Douglas County's Housing Stability Program.

Within Castle Rock, the Town continues to use CDBG funds to work directly to benefit LMI individuals and households in the community and address homelessness by providing services that directly or indirectly

work to prevent poverty or conditions that may lead to homelessness. In the 2024 program year, the Town used CDBG funds for the Senior Center Home Meal Delivery program, which targeted elderly and disabled populations.

Additionally, the Town has access to the Douglas County Cares program, which is comprised of County and local partner agencies, which work in partnership for the benefit of homeless and vulnerable residents. This program involves case management as well as other supportive services to increase the client's chances of obtaining and maintaining self-sufficiency. A variety of assistance, services, and tools are made available to participants to overcome barriers to achieving stability, capacity, capability and opportunity, including assistance with the transition to permanent housing and independent living.

A current example of these services is the Generational Opportunities to Achieve Long-term Success (GOALS) initiative. As the result of a $1 million federal grant, Douglas County partnered with Arapahoe County and Family Tree to bring the GOALS program to Douglas County.

GOALS offers families a safe, private living space for four to nine months, plus an additional year of follow-up support. The program uses a whole family approach, meaning services are designed to address the needs of parents and children simultaneously. This model helps break the cycle of homelessness and poverty.

GOALS is designed specifically for families experiencing homelessness by providing temporary housing and comprehensive wrap-around services for up to five Douglas County Families at a time.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Town of Castle Rock does not have any traditional public housing units. However, the Douglas County Housing Partnership (DCHP), the local public housing authority, owns and manages several affordable properties in the area. These properties include Oakwood Senior Apartments, Reyn Rock Senior Apartments, Stonecreek Park Condominiums, Auburn Ridge, The Reserve at Castle Highlands, and Meadowmark. DCHP is committed to maintaining affordable housing options in the Town and addresses the needs of residents through continuous maintenance and upkeep of these units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

DCHP operates several programs to improve the living environment of residents and to help them participate in homeownership. They provide down-payment assistance, homebuyer education classes, foreclosure mitigation counseling, reverse mortgage counseling, and rental units.

Actions taken to provide assistance to troubled PHAs

N/A. There are no troubled PHAs in the Town of Castle Rock.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Town of Castle Rock developed the 2030 Comprehensive Master Plan that was intended to provide direction for the short-term and long-term growth and development of the Town. At the time of the 2030 Comprehensive Master Plan publishing, findings include an estimated population of 90,000 by 2030 and an ultimate Town build-out of approximately 130,000 to 150,000 residents. Upon further study, the Town now estimates up to 120,000 to 140,000 total residents. Castle Rock plans for responsible development that accommodates the needs of LMI households. The public policies deriving from the Town's vision do not inherently exacerbate the challenges to affordable housing and seek to mitigate those barriers. One example is Section 3.16.050 of the Town's Municipal Code which specifically addresses "Attainable housing fee reduction." The Town waived $661,365 for the Wellspring multi-family residential housing project and $500,000 for Meadowmark in 2023. In May 2025, the Town waived $538,640.27 in fees for the Wellspring project to provide housing units for individuals with disabilities, especially those with intellectual and developmental disabilities (I/DD). The most critical barriers to the production and preservation of affordable housing include the following: Current Market conditions and limited resources.

Current Market Conditions: Castle Rock population is on a long-term trend of growth, creating a rise in demand for housing. However, its real estate market has not kept pace with the growth rate, so the amount of affordable housing stock has not increased with the same intensity. Further, the increase in new construction costs, housing prices, and higher rent contracts compared to limited growth in household income has proven to be a major challenge for affordable housing in the Town. Current housing trends have attracted developers to supply production for middle to higher-income households, which increases the property values of surrounding homes and parcels. Affordable housing development becomes more difficult to produce as the market conditions advance. While development has slowed over the past year, the Town continues to support a wide range of development types, including paired-homes, ADUs, and more. There has been an increase in multifamily development in recent years.

Limited Funding to Address Affordable Housing Needs: There is a need for available, accessible, and quality affordable housing in Castle Rock. Limited financial resources to address affordable housing will impact future access and availability. The Town will continue to effectively manage the available resources to maximize its effect to promote affordable housing. The Master Plan identified "Responsible Growth" as a key housing and residential investment-related finding in Castle Rock, as quoted below:

Responsible Growth (RG): the needs of existing and future residents while enhancing the Town's own character, maintaining a distinct identity, and ensuring we remain a vibrant freestanding community within the region. Below is a selected list of principles for responsible growth that will help mitigate barriers to affordable housing and promote affordable housing development. Detailed implementation

strategies are provided in the 2030 Master Plan.

RG Principles:

- Cohesive neighborhoods, with a mix of land uses, offer a variety of lifestyle options for Castle Rock residents. They meet the short- and long-term needs of the community while creating a place where people can live, work, and play.
- Orderly, cost-effective, equitable, and fiscally responsible growth.
- Infill development is sensitive to the scale and character of the surrounding neighborhoods.
- Continue to secure a renewable water supply to serve the long-term needs of the community.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The activities outlined in the 2024 AAP aimed to address the needs of low-to-moderate-income (LMI) and special needs populations, particularly the elderly and disabled. The Town continues to utilize Community Development Block Grant (CDBG) funds to support elderly households and provide services that help prevent poverty and homelessness. In the 2024 program year, the Town funded a meal delivery service that provided essential meals to 292 elderly residents. The CDBG-funded programs will build on these successful initiatives, with the objective of bridging service gaps and meeting underserved needs.

Furthermore, the Town is committed to improving access to public facilities through Americans with Disabilities Act (ADA) enhancements in LMI areas. Plans are also in place to fund future public infrastructure improvements that will benefit LMI communities, including upgrades to streets, sidewalks, and public facilities. The CDBG funding for improvements in these areas not only addresses the community's underserved needs but also aims to attract additional private and public investments.

Town supportive services include independent living services and health and self-sufficiency assistance for the elderly. Funding may also be used to provide services for the disabled, youth, and vulnerable population groups while offering job training, emergency assistance and health services. For more information, citizens could reach the Town through the program’s webpage at: https://crgov.com/3212/CDBG

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Town does not engage in affordable housing projects and, as a result, does not address lead-based paint hazards. Castle Rock has a low percentage of housing units that may contain lead-based paint. Most of the Town's housing stock was constructed after 1978, when lead-based paint was banned for consumer use nationwide. However, residents with homes built before 1978 may risk exposure to lead-based paint during home repair projects. The Town does not offer lead-based paint services but refers cases to the Douglas County Health Department if children are exposed.

As instructed by the Douglas County Health Department website, when a child has a confirmed blood lead level greater than or equal to 5µg/dL, Douglas County Health Department will conduct an investigation

which could include a home visit. These services are free of charge, and households with this need can contact the department at 720-643-2400 for more information.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The activities in PY 2024 worked directly and indirectly to reduce the number of poverty level families in Castle Rock. The Town funded the Castle Rock Senior Activity Center's Home Delivery of Hot Meals program to assist 292 elderly persons during the program year. The program targeted the most socially isolated and those in the most economic need as all beneficiaries were low- to moderate- income (LMI). These vital services can help off-set everyday costs of other basics needs such as medical and housing costs.

CDBG funds are limited, and the Town of Castle Rock cannot address every poverty issue. However, the Town is committed to utilizing these funds where they will have the greatest impact. Future allocations will focus on supportive services for low-to-moderate income (LMI) individuals and special needs groups, such as the elderly, as well as improving public facilities and infrastructure to benefit these populations. Supportive services may include independent living assistance, health services, and self-sufficiency programs. The goal is to help elderly residents remain in their homes and maintain a high quality of life.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town worked to develop its institutional structure by working closely with other Town departments and programs such as the Town's Parks and Recreation Department, Public Works Department, Castle Rock Senior Center, and senior resources programs. Ongoing communication and planning with these Town departments and programs help strengthen the institutional structure of the CDBG program. Currently, the Town institutional structure includes these agencies and organizations that deliver services to residents in Castle Rock:

Public Services (LMI & Non-Homeless Special Needs): Castle Rock Senior Center, Castle Rock Parks and Recreation Department, Castle Rock Water, Metro Denver Health Initiative, Douglas County and Douglas County Health Department

Public Facilities & Infrastructure Improvements: Castle Rock Public Works Department and Douglas County

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town has established a process that involves various public and private housing and social service agencies to coordinate the CDBG program. In creating the Consolidated Plan, the Town collaborated with Douglas County to conduct a stakeholder survey. This survey allowed organizations to contribute their input on the funding priorities for the program. The feedback from the survey formed the foundation for the priority needs outlined in the Town's 5-Year Strategic Plan. The Town will continue to engage with

these stakeholder organizations throughout the planning period. Additionally, the Town has hosted several public meetings to share information about the CDBG program, including eligible activities and the use of funds. These meetings will continue in future program years to strengthen the capacity of Town stakeholders.

As mentioned above, the Town continually works to develop its institutional structure by working closely with other Town departments and programs such as the Town's Parks and Recreation Department, Public Works Department, Castle Rock Senior Center and senior resources programs. Ongoing communication and planning with these Town departments and programs will help strengthen the institutional structure of the CDBG program.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

As of 2021, the Town of Castle Rock became a new entitlement jurisdiction, and the Town is in the process of planning the development of its' Analysis of Impediments to Fair Housing Choice (AI) and has not yet developed the assessment.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring is intended to review funded projects in Castle Rock that address one or more of HUD's national objectives, specifically benefitting low-to-moderate income individuals. This includes the Town's initiatives related to public improvements and public services. The purpose of monitoring is to evaluate regulatory performance in the administrative, financial, and programmatic aspects of the Town's Community Development Block Grant (CDBG) program.

The Town of Castle Rock views monitoring as an ongoing process that involves continuous communication with the Community Development team and other Town departments regarding the evaluation of financial records and project or program performance. This process includes frequent communication via telephone and email, written correspondence, analysis of reports and audits, and periodic meetings. It is the responsibility of Town staff to stay fully informed about compliance with program requirements and to assess the level of technical assistance needed by and provided to any manager of CDBG program funds.

Monitoring of projects consists of both desktop and on-site reviews and is conducted as needed. Through on-site and desktop monitoring, the Town CDBG program can determine whether the project performance meets program requirements and improve performance by providing guidance and making recommendations.

The Town monitors CDBG expenditures and IDIS cash disbursements. The Town ensures that all project expenses are correctly added and coded and the Town's recorded revenues match cash disbursements in HUD's IDIS reporting system. The Town tracks and reviews expenditures of activities and reports all activities in the Consolidated Annual Performance and Evaluation Review (CAPER) at the end of the program year. Further, the Town monitors timeliness of expenditures of program funds. Timely tracking and reviewing activities expenditure information helps to monitor the progress and successful completion of activities.

Comprehensive Planning Requirements

The comprehensive planning requirements include the development and consolidated plan process of the 5-Year ConPlan, the AAP, and CAPER. Citizen participation is a vital part of the Consolidated Plan process and the Town closely follows its HUD approved Citizen Participation Plan (CPP) which helps guide the Town to gather information, an essential component in identifying the priority housing and community development needs in Castle Rock. These priority needs form the basis of the Town's Strategic Plan in the ConPlan and annual goals and activities carried out in each subsequent AAP. The ConPlan is developed every 5 years, with identified priority needs and goals to address these needs. Each year of the 5-Year plan, the Town develops an AAP which identifies the projects and activities that will address and further the goals of the plan. This plan is required to be submitted to and approved by HUD each year to receive

CDBG funding annually. At the end of each AAP program year, the Town will report on the accomplishments and performance of the program through the CAPER. Citizen participation is required in the development of each of these stages as per 24 CFR 91.105.

Citizen Participation for the PY 2024 AAP

A public hearing was scheduled for May 28, 2024 at 4:30 PM at Town Hall to discuss the community development needs of the Town. Community stakeholders were all invited, including department staff, town staff, parks & recreation, the police department, and the Castle Rock Senior Center. A 30-Day Public Comment Period was advertised in the Castle Rock News Press informing residents of the available comment period from May 29, 2024 to June 28, 2024. Copies of the AAP were available for review and comment on the Town website, in the Town Hall lobby, and at the Philip and Jerry Miller Library. There were no comments made at the public hearing or during the public comment period.

Executive Order Compliance

The Town of Castle Rock agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. The Town will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town of Castle Rock, through its citizen participation process, allows for adequate opportunity for residents of the Town to provide input and make comments on the PY 2024 CAPER as per the requirements in 24 CFR 91.105. The following details are provided on how citizens could participate in the development of this year's CAPER.

PUBLIC COMMENT PERIOD: Citizens can review and make comments on the draft 2024 CAPER. The draft CAPER will be available for (15) fifteen days from **November 11, 2025 to November 25, 2025**. The draft CAPER will be available at Town Hall, located at 100 N Wilcox St, Castle Rock, CO 80104, or it can be viewed on the Town's website at: crgov.com/CDBG. Written comments are encouraged and can be mailed or delivered to the address above or via email to BBland@crgov.com.

PUBLIC HEARING: A public hearing will be held to review and discuss the draft 2024 CAPER. The hearing will be held on **November 10, 2025 at 4:30 PM** and will take place in Town Hall, located 100 N. Wilcox St. Castle Rock, CO 80104. The meeting is open to the public and all persons are welcome.

Disability & ADA Compliance: The Town of Castle Rock will make efforts to provide all reasonable accommodations to disabled members of the public in accessing the Town's programs and public

meetings in accordance with Title II of the Americans with Disability Act (ADA) and Section 504 of the Rehabilitation Act of 1973. Please contact the Assistant Town Manager Kristin Read, serving as the Town's ADA coordinator, by phone at (720) 733-3552 or by email at kread@CRgov.com at least two business days in advance for special accommodations. A reasonable accommodation request form can also be made at: http://www.crgov.com/FormCenter/Facilities-and-ADA-Compliance-14/Reasonable-accommodation-request-form-112

With at least two business days advanced notice, Spanish translators will be provided at public meetings. Translation services will also be provided for persons who may need assistance reviewing printed materials. Citizens may contact the Town of Castle Rock at 720-733-3552 at least two business days in advance to request such services.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

PY 2024 is the fourth year of the Town's 2021-2025 Consolidated Plan, and there were no changes to the overall goals and outcomes of the plan. The Town remains committed to fulfilling its community development program objectives as established in the 2024 Annual Action Plan (AAP) and 5-Year Consolidated Plan. The priority needs in the Town of Castle Rock continue to focus on improvements to public facilities and infrastructure, as well as supportive services for low-to-moderate-income (LMI) individuals and those with special needs.

If there are any changes to the priorities or program objectives, the Town will properly document the changes and take the proper steps to make substantial amendments necessary to add these changes to the program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-58 - Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG
Total Number of Activities	0
Total Labor Hours	0
Total Section 3 Worker Hours	0
Total Targeted Section 3 Worker Hours	0

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0
Direct, on-the job training (including apprenticeships).	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0
Held one or more job fairs.	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0
Assisted residents with finding child care.	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0
Assisted residents to apply for, or attend vocational/technical training.	0
Assisted residents to obtain financial literacy training and/or coaching.	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0
Provided or connected residents with training on computer use or online technologies.	0

Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0
Other.	0

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

This section reports on the requirements for Section 3 under 24 CFR 75 for construction activities assisted under HUD grant programs that provide housing and community development. Section 3 helps to establish more economically sustainable communities by ensuring that employment and other economic opportunities generated by Federal assistance for development programs are directed towards very low- and low-income persons to the greatest extent possible, and in particular to those who are recipients of the Federal assistance. The Final Rule changes tracking the number of qualified new hires in Section 3 projects, to tracking the total labor hours worked. HUD made this Final Rule effective on October 29, 2020.

The benchmark for Section 3 workers was set by HUD at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 Workers was set at 5 percent or more of the total number of labor hours worked. Section 3 Projects cover housing rehab/construction and public improvement construction activities assisted under HUD grant programs that provide housing and community development financial assistance which exceed a threshold of $200,000. A $100,000 project threshold applies to grants under HUD's Lead Hazard Control and Healthy Homes programs. The Town did not have any activities that met the Section 3 threshold in PY 2024. As the Town's annual allocation is quite small, for example $264,043 in PY 2024, the Town does not anticipate many activities funded by the Town to meet the reporting threshold for Section 3.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 9. **File #:** RES 2025-150

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
TJ Kucewesky, Assistant Director, Development Services

Resolution of the Town Council of the Town of Castle Rock Approving a Variance from the Douglas County Street Naming Criteria for Castle Meadows Street

Executive Summary

The proposed Resolution approves a variance from Douglas County's street naming criteria to allow the use of the street name "Castle Meadows Street," which exceeds the County's 12-character limit. The project site is located at the southwest corner of I-25 and Plum Creek Parkway.

Staff Recommendation

Staff recommends that the Town Council approve the Resolution granting a variance from the Douglas County street naming criteria to allow "Castle Meadows Street" as the official street name.

Recommended Motion

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

Alternative Motions

Approval with Conditions
"I move to approve the Resolution, as introduced by title, with the following conditions." (list conditions)

Continue item to next hearing (need more information)
"I move to continue this item to the Town Council meeting on [date], 2025, at [time]."

Attachments:

Attachment A: Resolution
Attachment B: ROW Exhibit

Meeting Date: December 2, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

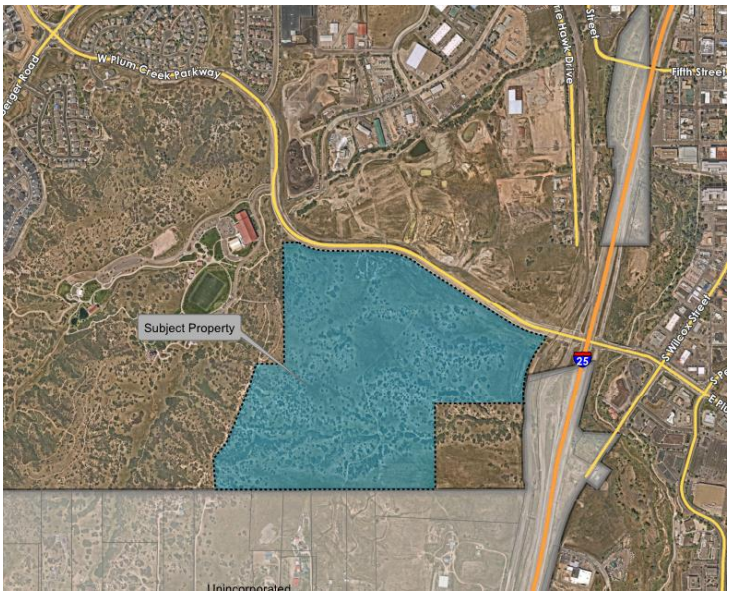
Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
TJ Kucewesky, Assistant Director, Development Services

Title: Resolution Approving a Variance to Douglas County Street Naming Criteria, Regarding – "Castle Meadows Street"

Executive Summary

The proposed Resolution approves a variance from Douglas County's street naming criteria to allow the use of the street name "Castle Meadows Street," which exceeds the County's 12-character limit. The project site is located at the southwest corner of I-25 and Plum Creek Parkway.



Background

Douglas County serves as the single responsible entity for reviewing and creating new street names and addresses in both unincorporated and incorporated areas of the County, including the Town of Castle Rock, per the Intergovernmental Agreement (IGA) dated October 26, 2004.

The County's Addressing and Street Naming Manual establishes uniform criteria for naming new streets. Section 7.2(I) limits street names to 12 characters, including spaces but excluding suffixes, consistent with federally mandated sign lettering requirements.

Section 2.30 of Appendix G (Signing and Striping Supplement) within the Douglas County Roadway Design & Construction Standards Manual allows for street name sign variances, subject to approval by the Town when applicable within municipal boundaries.

JR Engineering, the Applicant for the Castle Meadows Interchange overlay planned development, has requested a variance to use the street name “Castle Meadows Street,” which totals 14 charactersfor “Castle Meadows” including the space.

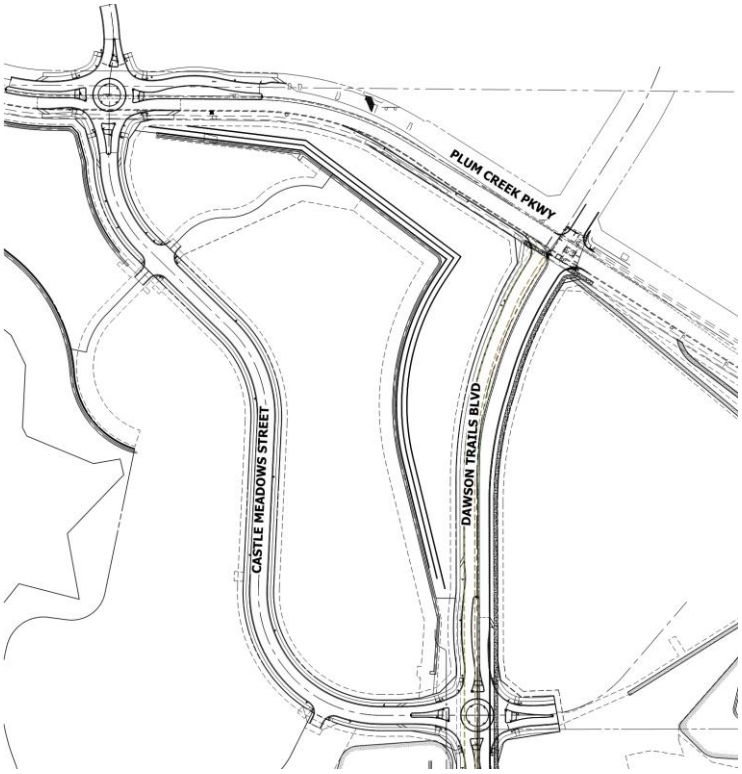
As part of the review, the Town provided Douglas County with a referral request. The County responded that they have no additional comments on the variance request.

Discussion

The proposed street name is compatible with the development, is consistent with the subdivision "Castle Meadows Filing No. 1," and is expected to improve geographic clarity for residents, visitors, and emergency responders. The variance is minimal (two additional characters) and does not impact signage readability or compliance with federal standards.

Douglas County reviewed the referral and indicated no additional comments, confirming that the variance does not conflict with County addressing requirements beyond the character threshold being requested.

Town staff supports the variance and recommends adoption of the Resolution.



Fiscal Impact

None. Approval of this variance has no fiscal impact to the Town.

Staff Recommendation

Staff recommends that the Town Council approve the Resolution granting a variance from the Douglas County street naming criteria to allow “Castle Meadows Street” as the official street name.

Recommended Motion

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

Alternative Motions

Approval with Conditions

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

Continue item to next hearing (need more information)

“I move to continue this item to the Town Council meeting on [date], 2025, at [time].”

Attachments:

Attachment A: Resolution

Attachment B: ROW Exhibit

RESOLUTION NO. 2025-150

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK APPROVING A VARIANCE FROM THE DOUGLAS COUNTY STREET NAMING CRITERIA FOR CASTLE MEADOWS STREET

WHEREAS, for purposes of consistency and public safety, Douglas County (the "County") serves as the single, responsible entity for the review and creation of new street names and addresses in both the unincorporated and incorporated areas of the County, including the Town of Castle Rock (the "Town"); and

WHEREAS, the County and the Town have entered into that certain Intergovernmental Agreement, dated October 26, 2004, whereby the County has agreed to create the numeric street addresses for the Town, subject to the Town's approval; and

WHEREAS, to establish uniform criteria and a review process for the creation of new street names and addresses, the County has adopted the Douglas County Addressing and Street Naming Manual (the "Manual"); and

WHEREAS, according to Section 7.2(l) of the Manual, street names shall be limited to 12 characters, including spaces and excluding the suffix, per the Douglas County Engineering Division's (the "Division") federally mandated requirements for signage lettering size; and

WHEREAS, a variance may be granted by the Town Council in accordance with the Douglas County Roadway Design & Construction Standards Manual, Appendix G, Signing and Striping Supplement, Section 2.30, Criteria on Special Allowances for Street Name Sign Variances; and

WHEREAS, JR Engineering (the "Applicant") is seeking the Town's approval for a variance from the 12-character limit for a street name in the Castle Meadows Interchange overlay planned development; and

WHEREAS, the name that the Applicant has suggested for the street is Castle Meadows Street which, for purposes of the Manual, is 14 characters in size; and

WHEREAS, Town staff has reviewed the variance request and recommends that the Town Council adopt a resolution approving a variance for this purpose.

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

Section 1. **Approval**. The Town Council hereby approves a variance from the County's Street naming criteria for Castle Meadows Street. Town staff is hereby directed to provide the Applicant with an executed copy of this Resolution.

PASSED, APPROVED AND ADOPTED on first and final reading this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and ____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

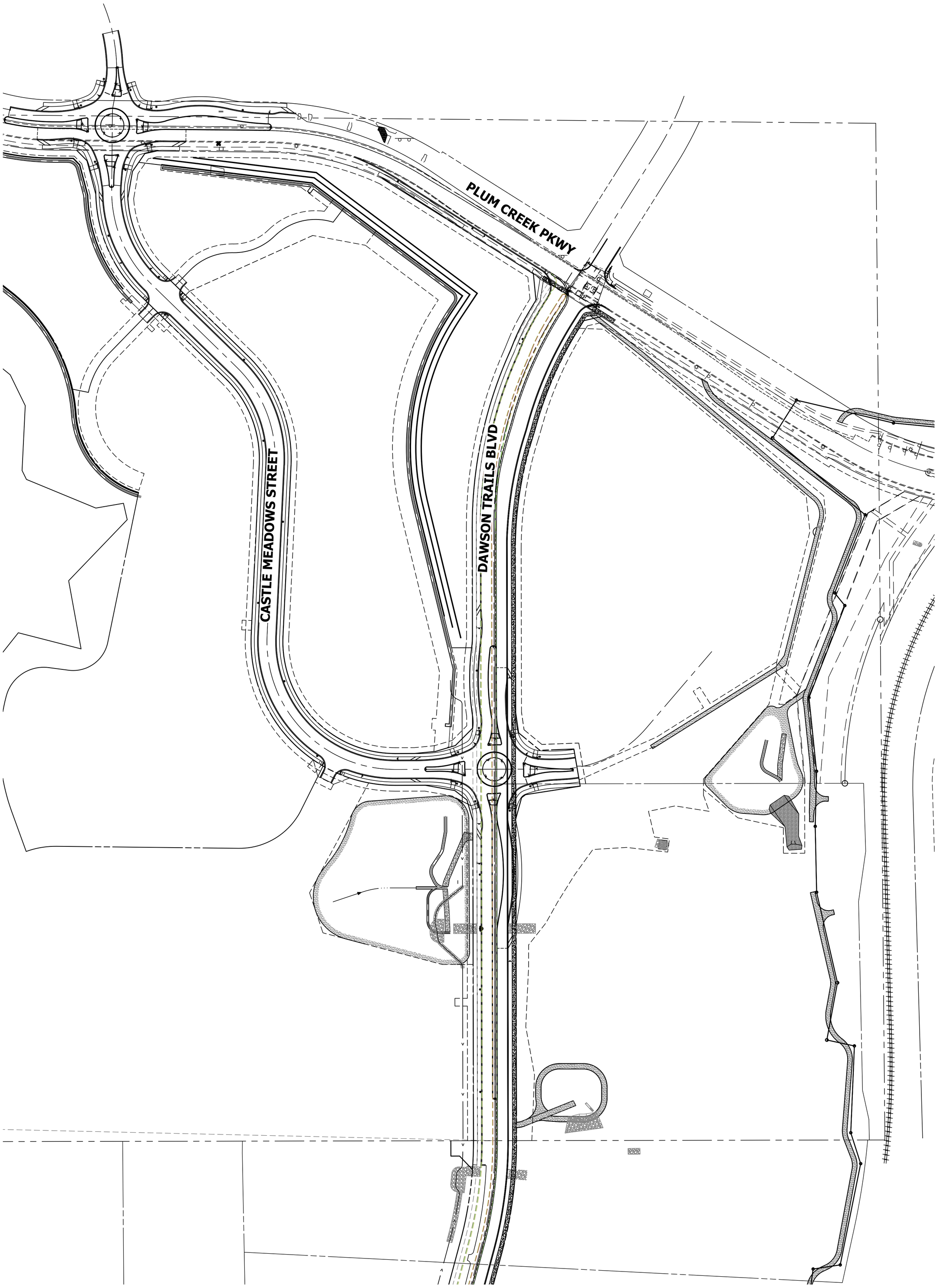
_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services



STREET NAMES
CASTLE MEADOWS
15856.20
10/17/25
SHEET 1 OF 1

J·R ENGINEERING
A Westrian Company

Centennial 303–740–9393 • Colorado Springs 719–593–2593
Fort Collins 970–491–9888 • www.jrengineering.com

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 10. **File #:** MIN 2025-024

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: November 18, 2025 Town Council Meeting

Executive Summary

Draft Minutes from the November 18, 2025 Town Council meeting for Council 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, November 18, 2025 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. November 18, 2025, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the Invocation.

CALL TO ORDER / ROLL CALL

Present: 6 - Mayor Gray, Mayor Pro Tem Cavey, Councilmember Hollingshead, Councilmember Bracken, Councilmember Davis, Councilmember Dietz

Not Present: 1 - Councilmember Brooks

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray reminded everyone of Starlighting this weekend. He reflected on suicides during the month of November and to reach out to others. The Mayor commended the Fire Department that averages 22 calls a day, nine new firefighters this year, spent 6 weeks in California and Texas during tragedies. He also reflected on several firefighters that were recognized this year.

Councilmember Hollingshead looks forward to Starlighting and thanked the crews putting up the lights all over town.

Councilmember Davis thanked the snow crews that will help keep the roads open this year. He also volunteers.

Councilmember Dietz reflected on being grateful.

Mayor Pro Tem Cavey thanked Hannah in the Water department for her help sorting out issues; and thanked Mark Marlowe for his guidance on challenges. She wished everyone a Happy Thanksgiving.

APPT 2025-008 **Douglas County Open Space Advisory Committee (COSAC)**
Nomination: Patti Hostetler

Moved by Councilmember Hollingshead, seconded by Mayor Pro Tem Cavey, to Approve Appointment APPT 2025-008 as presented. The motion passed by a vote of:

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

APPT 2025-009 **Appointment: Public Safety Commission**

Moved by Councilmember Hollingshead, seconded by Mayor Pro Tem Cavey, to Approve Appointment APPT 2025-009 as presented. The motion passed by a vote of:

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

UNSCHEDULED PUBLIC APPEARANCES

No public comment.

TOWN MANAGER'S REPORT

ID 2025-126 **Update: Calendar Reminders**

David Corliss, Town Manager, presented upcoming calendared items.

ID 2025-127 **Update: Monthly Department Reports**

ID 2025-128 **Update: Election District Designation for Annexed Properties**

ID 2025-129 **Update: Third Quarter Financial Review, Period Ending September 30, 2025**

David Corliss, Town Manager, gave a brief summary.

ID 2025-130 **Presentation: Water Quality Maintenance**

Mark Marlowe, Director of Water, provided an update.

Councilmember Davis confirmed this is done every 5-10 years when needed.

ID 2025-131 **Development Services Project Updates**

ID 2025-132 **Update: Quasi-Judicial Projects**

TOWN ATTORNEY'S REPORT

No report.

ACCEPTANCE OF AGENDA

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

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

CONSENT CALENDAR

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

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

RES 2025-142 **Resolution Accepting the Offer from Symetra Life Insurance Company to the Town of Castle Rock for Stop Loss Insurance Coverage for Calendar Year 2026**

RES 2025-143 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving a Services Agreement with Burns & McDonnell Engineering Company, Inc.** *[1282 Castle Oaks Dr., Castle Rock CO 80104]*

RES 2025-144 **Resolution Approving the 2026 Spot Water Lease Agreement between the Town of Castle Rock and Dakan Ranch II LLC** *[Plum Creek Water Reclamation Authority, Douglas County]*

RES 2025-145 **Resolution Approving the Second Amendment to the 2025 Spot Water Lease Agreement Between the Town of Castle Rock and the Central Colorado Water Conservancy District** *[Chatfield Reservoir, Douglas County]*

RES 2025-146 **Resolution Waiving Formal Written Bidding Requirements on the Basis of a Sole Source and Approving an Equipment and Services Agreement with Core & Main LP, for Water Meters and Related Infrastructure Delivery**

MIN 2025-022 **Minutes: November 4, 2025 Town Council Meeting**

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

DIR 2025-033 **Discussion/Direction of the Public Safety Commission's Recommendations for the 2026 Philip S. Miller Resource Grant Program, Eight Applications**

Pete Managers, Assistant Director of Finance, and Clark Hammelman, Chair of the Public Safety Commission, presented the item.

No public comment.

Mayor Pro Tem Cavey as liaison to the Commission, noted that food was a hot topic and the majority of the organizations focused on that. They looked to programs that benefited Castle Rock the most.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Davis, to Approve Discussion/Direction Item DIR 2025-033 as presented. The motion passed by a vote of:

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

DIR 2025-034 **Discussion/Direction: Nonprofit Grant Programs**

Kristin Read, Assistant Town Manager, presented the item.

No public comment.

Discussion was held on the various options.

Trish Muller, Director of Finance, outlined the qualifications.

Read stated staff will write up the Council's direction and bring back to them for approval.

Councilmember Hollingshead would like to discuss ahead of time vs. debating who receives the grant in front of the applicants.

RES 2025-147 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an Equipment and Services Acquisition Agreement with Logical Systems, LLC**

Mark Marlowe, Director of Castle Rock Water, presented the item.

Mayor Pro Tem Cavey asked if LSI is also doing software and hardware and other solutions. Marlowe stated they are integrating and installing. Marlowe state the cyber is integrated and is a different component with another consultant.

No public comment.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Davis, to Approve Resolution RES 2025-147 as presented. The motion passed by a vote of:

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

RES 2025-148 **Resolution of Town of Castle Rock Authorizing the Plum Creek Water Reclamation Authority to Enter into a Loan Agreement, Construction Contract, and Construction Management Services Contract for the PCWRA Reuse Reservoir and Pump Station** *[4255 N US Highway 85, Castle Rock CO]*

Mark Marlowe, Director of Castle Rock Water, presented the item.

No public comment.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Hollingshead, to Approve Resolution RES 2025-148 as presented. The motion passed by a vote of:

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

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

ADJOURN TO EXECUTIVE SESSION - NOT TO RETURN

Moved by Mayor Gray, seconded by Councilmember Bracken, to Adjourn to

Executive Session at 7:10 pm.. The motion passed by a vote of:

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

EXEC 2025-005

Executive Session: 1) To discuss legal issues relating to the Craig & Gould North Project and determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing the Town's negotiators, under C.R.S. §24-6-402(4)(e); and, 2) Possible Town property acquisition for possible open space and negotiation position for possible acquisition cost (Jobe property adjacent to Lost Canyon Ranch), under C.R.S. §24-6-402(4)(a).

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 11. **File #:** RES 2025-151

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: **Tara Vargish, PE, Director, Development Services**
BrieAnna Grandy, Senior Planner, Development Services Department

Resolution Approving a Site Development Plan for a Mixed-Use Development within the 826 Park Street Expansion and 200 Wolfensberger Road Planned Development (Unity on Wolfensberger Project) *[1.36 Acres Multi-Family Located South Wolfensberger Road and East of Park Street]*

Executive Summary

Wellspring Community is seeking approval of a Site Development Plan for a multifamily development to be known as Unity on Wolfensberger. Wellspring Community is looking to renovate the old Quality Inn hotel. The renovation will result in a 24-unit market rate housing development with half of the units available to individuals with intellectual and developmental disabilities (I/DD) and the remaining units offered to neurotypical individuals. The space will also be utilized for offices, day programs, and Wellspring Community programming serving the ID/D residents.

The proposal is in conformance with the 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations, and with Town Municipal Code and technical criteria. All staff and external comments have been addressed through the review process.

Planning Commission Recommendation
The Planning Commission voted 5 - 0 to recommend approval to Town Council of the Unity on Wolfensberger Multi-Family Site Development Plan at a public hearing held on November 13, 2025.

Budget Impact

Wellspring Community has submitted a request for a fee waiver for the conversion of the Quality Inn to an ID/D/multi-family facility. Town code provides for development impact fee (§3.16.050) and system development fee (§13.12.080J) reductions of up to 100 percent for attainable housing projects. Per code, “A qualifying attainable housing project and unit shall be defined as a housing project or unit participating in an attainable or affordable housing program through the Douglas County Housing Partnership, Colorado Housing Finance Authority or other certified local, state or federal attainable housing program.” Waivers of this type require Town Council approval, which was

considered and approved by Town Council on May 6, 2025.

Recommendation

Planning Commission voted 5 - 0 to recommend to Town Council approval of the Site Development Plan, as proposed.

Proposed Motion

Option 1: Approval
"I move to approve the Resolution, as introduced by title."

Option 2: Approval with Conditions
"I move to approve the Resolution, with the following conditions:" [list conditions]

Option 3: Continue item to next hearing (need more information to make decision)
"I move to continue this item to the Town Council meeting on [date], at [time]."

Attachments

Attachment A: Vicinity Map
Attachment B: Resolution
Attachment C: SDP25-0006 Site Development Plans
Attachment D: Neighborhood Meeting #1 Summary
Attachment E: Trip Generation Letter

Meeting Date: December 2, 2025

AGENDA MEMORANDUM

To: Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
BrieAnna Grandy, Senior Planner, Development Services Department

Title: **Site Development Plan, Lot 1 HH Subdivision – 2nd Amendment** [1.36 Acres Multi-Family Located South Wolfensberger Road and East of Park Street]

Executive Summary

Wellspring Community is seeking approval of a Site Development Plan for a multi-family development to be known as Unity on Wolfensberger. Wellspring Community is looking to renovate the old Quality Inn hotel. The renovation will result in a 24-unit market rate housing development with half of the units available to individuals with intellectual and developmental disabilities (I/DD) and the remaining units offered to neurotypical individuals. The space will also be utilized for offices, day programs, and Wellspring Community programming serving the ID/D residents.



Figure 1: Vicinity Map

The proposal is in conformance with the 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations, and with Town Municipal Code and technical criteria. All staff and external comments have been addressed through the review process.

Planning Commission Recommendation
The Planning Commission voted 5 – 0 to recommend approval to Town Council of the Unity on Wolfensberger Multi-Family Site Development Plan at a public hearing held on November 13, 2025.

Background

Zoning Regulations

The proposed development is located in the central portion of the Town of Castle Rock and is zoned 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations. The proposed zoning was approved by Town Council on May 06, 2025, to allow for a church and a multi-family facility as permitted uses within a newly created Planned Development Plan zone.

Existing Conditions and Surrounding Uses

The subject lot is currently part of a developed area within the Town. The property is bordered by B Business/Commercial development including to the north The Park Co. Sports Bar and Kitchen, to the east Guadalajara Family Mexican, and to the west Unity on Park and Nytech Heating and Cooling. The property is adjacent to Castle Oaks Evangelical Covenant Church's future parking lot area to the south.

Site Development Plan Discussion

Use

The subject lot is located in the 826 Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations. The zoning permits multi-family residential units, ID/D housing units and ID/D office.

The proposed lot is located south of Wolfensberger Road and east of Park Street where an existing hotel is proposed to be converted into 24 multi-family living units in a single, 3-story building. The first floor of the building will be used for Wellspring Community offices, day programs, and programming serving the ID/D residents. The upper 2-stories will be a utilized for market rate housing. No commercial uses are proposed on this site. The existing pole sign for the Quality Inn will be removed with this development. The existing monument sign for the Quality Inn will be repurposed and relocated on the site in order to meet current sign code requirements.

Development Standards

The proposed use complies with the Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations. Per the zoning, the maximum height allowed is 35 feet, the minimum front yard setback is 15 feet, minimum side yard setback is zero feet and minimum rear yard setback is zero feet.

The site plan complies with the established development standards. The maximum height and setbacks of the existing building comply with the requirements outlined in the zoning.

SITE DATA						
PROPERTY SIZE	1.36 AC					
PROJECT ADDRESS	200 WOLFENSBERGER RD					
	ZONING STANDARDS			PROPOSED SITE		
ZONING	PDP			PDP		
LAND USE	ID/D OFFICE & MULTIFAMILY RESIDENTIAL UNITS			ID/D OFFICE & MULTIFAMILY RESIDENTIAL UNITS		
MAX. BUILDING HEIGHT	35'-0"			27'-7"		
SETBACKS		BUILDING	LANDSCAPE		BUILDING	LANDSCAPE
	FRONT	15'*	N/A	FRONT	51'	N/A
	REAR	0'	N/A	REAR	26'	10'
	SIDE	0'	N/A	SIDE (W)	10'	N/A
	SIDE	0'	N/A	SIDE (E)	43'	N/A
DWELLING COUNT	24			12 MULTIFAMILY UNITS & 12 ID/D UNITS		
PARKING COUNT		CRITERIA	STALL COUNT	60 (INC. 3 ADA)		
	ID/D OFFICE	2 PER 1,000 S.F.	33			
	ID/D HOUSING	1 PER 4 UNITS	3			
	MF HOUSING	2 PER UNIT	24			
	TOTAL		60			
BUILDING SQ. FT.	FIRST FLOOR			16,165 S.F.		
	TOTAL			31,414 S.F.		

*25 FEET IF ABUTTING AN ARTERIAL STREET

Figure 3: Zoning Comparison Table

The Zoning Comparison Table in Figure 3 lists the standards required by the Zoning and demonstrates that the plan complies with all of the standards. This table is also shown on the cover sheet of the Site Development Plan (Attachment B).

The parking regulations found in Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations outline the requirements for ID/D office of 2 spaces per 1,000 square feet of gross area, ID/D housing of 1 guest space provided per four units and multi-family of two spaces per unit. Using these standards, the site is required to have a total of 60 parking spaces. The proposed plan provides 60 parking spaces.

Lighting Plan

The site lighting will be comprised of parking lot pole fixtures, exterior building wall fixtures, and under-canopy balcony and porch fixtures. The lighting plan meets the Municipal Code requirements for full cut-off fixtures, lumen maximums, and photo-sensor controls for curfew hours.

Architectural Design

The existing building consists of a single, 3-story building. The building was recently refreshed with updated paint colors. No additional exterior changes are being proposed to the existing building.

Interface Regulations

The property and surrounding areas are already developed and the intent was to repurpose the existing building and site improvements for residential use. The Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations exempted the

property from the Residential/Non-Residential Interface Regulations. Future improvements may be subject to the Residential/Non-Residential Interface Regulations.

Skyline and Ridgeline Protections

The lot proposed for development in this site plan is not located within the Skyline/Ridgeline Protection Area.

Fire

The proposed project area is located with the Town of Castle Rock Fire Protection Service Area. The project area will be served by Town of Castle Rock Fire, which has capacity to serve the proposed development.

Parks and Recreation

Parks and Recreation staff have reviewed the proposed SDP and find that it complies with the approved zoning. Based on the proposed number of units, the total Public Land Dedication (PLD) required for the proposed project is 0.56 Acres which equates to $66,368 as cash-in-lieu dedication. Town Council approved a fee waiver for this PLD cash-in-lieu.

Traffic Impact Analysis and Mitigation

A traffic generation letter accompanied the Site Development Plan application and was reviewed by Public Works staff. Public Works staff concurred with the letter's conclusion that converting the property from a 70-unit hotel to the proposed Wellspring community will result in a slight decrease in traffic generated by the property.

Utilities

The proposed SDP was found to be in conformance with the Town's applicable water and sewer requirements set forth in the Town of Castle Rock Water Criteria Manual and Wastewater Criteria Manual.

Water Drainage

The proposed SDP was found to be in conformance with the Town's applicable drainage requirements set forth in the Town of Castle Rock Stormwater Criteria Manual.

Water Conservation

The proposed SDP was found to be in conformance with the Town's applicable water conservation requirements set forth in the Town of Castle Rock Landscape and Irrigation Performance Standards and Criteria Manual.

Water Resources

The Town's applicable water resources and conveyance requirements have been met for the property. The property is within the Town's Implied Consent Area, and a quit claim deed has been completed.

Notification and Outreach

Public Notice

The public noticing requirements for this proposal have been satisfied. Public hearing notice signs for the Planning Commission public hearing were posted on the property on Wednesday, October 29, 2025. Written notice letters were sent to property owners and Homeowner Associations (HOA) within 500 feet of the property, at least 15 days prior to the Planning Commission public hearing. Town staff published notice of the Planning Commission public hearing on the Town's website and provided information about the proposal on the Town's *Development Activity* interactive map.

Neighborhood Meetings

The applicant held a neighborhood meeting as required by the Municipal Code. The first neighborhood meeting was held on February 12, 2025, prior to the submittal of the site development plan land use application. The meeting was conducted in a hybrid format. No one from the public attended the meeting. The two remaining neighborhood meetings were waived.

External Referrals

There are no outstanding external referral comments. External referrals were sent to local service providers and Douglas County agencies. Douglas County Planning and Addressing, CORE, and Xcel stated the proposed plan had no apparent conflicts or additional comments. The remainder of the agencies contacted for comments did not respond.

Analysis

This staff analysis takes into account the representations made in the application and attachments submitted to date.

SDP Review and Approval Criteria and Analysis 17.38.040

A. **Community Vision/Land Use Entitlements.**
   1. Generally, conforms to the Town's guiding documents that include, but are not limited to, Town Vision, Comprehensive Master Plans, Sub Area Plans, Design Guidelines, Corridor Plans and any other guiding document so long as the application of such document does not restrict the project's entitle use(s) and density.
   2. Complies with existing Intergovernmental Agreements applicable to the development proposed.
   3. Complies with any applicable Zoning Overlay Regulations and, if applicable, Skyline/Ridgeline Regulations.
   4. Complies with the approved Planned Development Plan and Zoning Regulations.

5. Conforms to the Town's architectural goals by proposing architectural details that incorporate the use of high-quality materials in a unique and varied design, while eliminating monolithic expanses of walls and rooflines through the use of varying planes and architectural projections to ensure a complete 360-degree architectural design.
6. Complies with all other relevant requirements of the CRMC.

Analysis: The proposed development meets this criterion. It generally conforms to the Town's 2030 Vision and Comprehensive Master Plan by adding to the Town's diversified housing types. As detailed in this report, the proposal complies with the use and development standards of the Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations. This site plan is not subject to an intergovernmental agreement, the Skyline/Ridgeline Ordinance, the Residential/Non-Residential Interface Regulations or the Dissimilar Residential Regulations. The proposal does comply with all other relevant requirements of the Castle Rock Municipal and technical criteria, as summarized in this report and asserted in the following criteria.

B. **Site Layout.**
   1. Conforms to Chapter 17.50 Residential/Non-Residential Interface of the CRMC.
   2. Site design shall be designed to maintain pedestrian and vehicle safety, provide for adequate fire safety, and mitigate impacts upon adjacent properties by ensuring all vehicular, fire and mitigation regulations contained within the CRMC, including technical criteria, have been met.
   3. Provides adequate parking, on-site circulation and loading in accordance with Town regulations.
   4. Provides appropriate screening and/or enclosure of outdoor storage of merchandise/materials, loading areas, trash receptacles, mechanical units, site utility equipment and building mounted utility hardware.
   5. Provides adequate site design to protect major environmental characteristics that would include unique topographic features and significant vegetation where possible.

Analysis: The proposed development meets this criterion. The SDP meets all relevant site layout requirements outlined in the governing zoning and the Town's Municipal Code. Parking lots are designed for safe vehicle and pedestrian circulation. Castle Rock Fire has reviewed and approved the site design for access and fire safety. Proper screening has been provided for trash enclosures, rooftop mechanical units, and meter gangs.

C. **Circulation and Connectivity.**
   1. Complies with all CRMC and technical criteria associated with circulation and connectivity.
   2. Complies with all Fire regulations associated with land development.
   3. Provides for pedestrian and bicycle traffic in a safe and convenient manner.
   4. Provides for a high level of pedestrian connectivity between neighborhoods, schools, trails/open space and commercial areas.

Analysis: The proposed development meets this criterion. The SDP provides appropriate vehicular entrances into the property, with interior drive aisles and parking that meet Town standards and the Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations. Existing sidewalks are located adjacent to the public right of

way, private drive isles and interior walkways to provide additional pedestrian connections to the residential housing development.

D. **Services Phasing and Off-site Impact.**
   1. Complies with any phasing requirements associated with the approved zoning for the property. Provides phased improvements in a logical and efficient manner.
   2. Adequate water resources have been conveyed or purchased. Existing or proposed water and wastewater systems can support the proposed development pattern, uses and density.
   3. Existing or proposed stormwater systems can support the development and comply with applicable regulations.
   4. Provides adequate consideration for the future extension of streets and utilities to adjacent properties.
   5. Identifies and appropriately provides on-site and off-site public improvements to mitigate traffic impacts as required by the CRMC and technical criteria.

Analysis: The proposed development meets this criterion. The SDP provides adequate and efficient utility plans for water, stormwater and wastewater, which considers existing conditions of the site and necessary ingress and egress improvements.

E. **Open Space, Public Lands and Recreation Amenities.**
   1. Provides adequate trail systems in terms of internal circulation and appropriate external connections deemed necessary by the Town to achieve connectivity goals.
   2. Ensures functional and accessible open space, consistent with the overall open space plan for development and preserves significant natural features.
   3. Ensures appropriate buffering, utilizing open space and/or setbacks to lessen any
   4. Identified negative impacts.

Analysis: The proposed development meets this criterion. No additional land dedications for open space, parks or trails are required with this site plan.

Budget Impact

Wellspring Community has submitted a request for a fee waiver for the conversion of the Quality Inn to an ID/D/multi-family facility. Town code provides for development impact fee (§3.16.050) and system development fee (§13.12.080J) reductions of up to 100 percent for attainable housing projects. Per code, “A qualifying attainable housing project and unit shall be defined as a housing project or unit participating in an attainable or affordable housing program through the Douglas County Housing Partnership, Colorado Housing Finance Authority or other certified local, state or federal attainable housing program.” Waivers of this type require Town Council approval, which was considered and approved by Town Council on May 6, 2025.

Findings

All staff review comments and external referral comments have been addressed. Staff finds that the Site Development Plan, as proposed:

- Generally, conforms with the objectives of the Town Vision and the Comprehensive Master Plan,

- Meets the requirements of the Park Street Expansion & 200 Wolfensberger Road Planned Development Plan and Zoning Regulations, and
- Meets the Site Development Plan review and approval criteria of the Municipal Code and the Town's technical criteria.

Recommendation

Planning Commission voted 5 – 0 to recommend to Town Council approval of the Site Development Plan, as proposed.

Proposed Motion

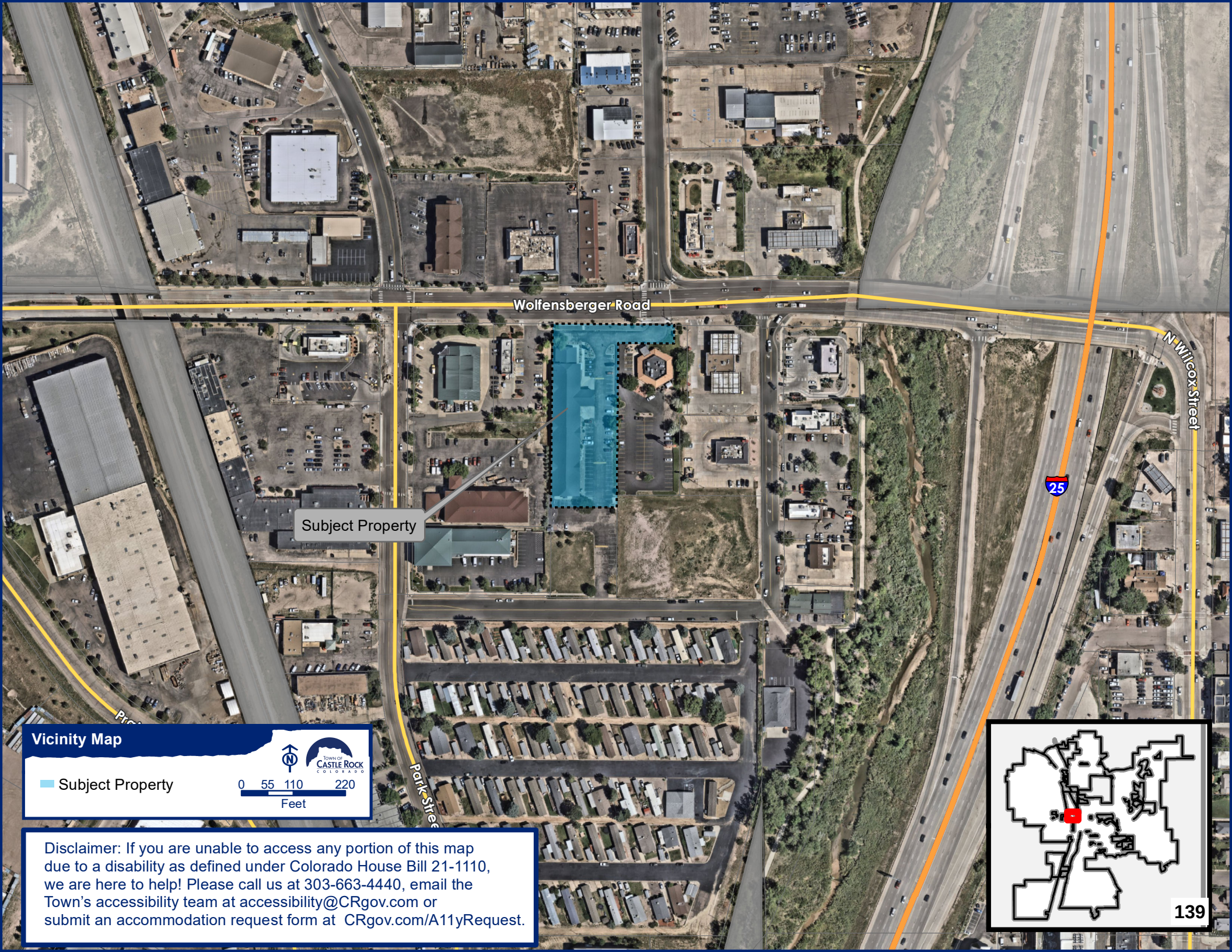
Option 1: Approval
"I move to approve the Resolution, as introduced by title."

Option 2: Approval with Conditions
"I move to approve the Resolution, with the following conditions:" [list conditions]

Option 3: Continue item to next hearing (need more information to make decision)
"I move to continue this item to the Town Council meeting on [date], at [time]."

Attachments

Attachment A: Vicinity Map
Attachment B: Resolution
Attachment C: Site Development Plan
Attachment D: Neighborhood Meeting Summary
Attachment E: Trip Generation Letter



Vicinity Map

Subject Property

0 55 110 220
Feet

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

RESOLUTION NO. 2025-151

A RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR A MIXED-USE DEVELOPMENT WITHIN THE 826 PARK STREET EXPANSION AND 200 WOLFENSBERGER ROAD PLANNED DEVELOPMENT
(Unity on Wolfensberger Project)

WHEREAS, Wellspring Community (the "Developer") has requested approval of a Site Development Plan (the "Site Development Plan") for a mixed-use development known as the Unity on Wolfensberger Project (the "Project"); and

WHEREAS, the Project is located within the 826 Park Street Expansion and 200 Wolfensberger Planned Development (the "PD"): and

WHEREAS, the Project consists of the conversion of the former Quality Inn & Suites as follows:

(i) The first floor is converted to serve as Wellspring's new headquarters, including approximately 16,165 square feet of office space, multiple classrooms and work opportunity spaces, and a pool and exercise area; and

(ii) The second floor is converted to twenty-four (24) for-sale residential condominium units, of which fourteen (14) will be made available to individuals with intellectual and developmental disabilities, six (6) will be made available to neurotypical individuals, and four (4) will be made available to Wellspring staff;

and

WHEREAS, the Developer has created this Project to serve individuals with intellectual and developmental disabilities; and

WHEREAS, the Site Development Plan meets the applicable development standards of the PD Plan and Zoning Regulations; and

WHEREAS, according to Section 17.38.030 of the Castle Rock Municipal Code ("CRMC"), the Town Council has the requisite authority to approve the Site Development Plan, following a review and recommendation by the Planning Commission; and

WHEREAS, on November 13, 2025, a public hearing was held before the Planning Commission, which voted to recommend approval of the Site Development Plan to the Town Council; and

WHEREAS, based upon the evidence presented at a public hearing held at tonight's meeting, the Town Council finds that the Site Development Plan is in substantial compliance with:

(i) The goals and objectives of the Town's Vision 2030 and the 2030 Comprehensive Master Plan;

(ii) The development standards set forth in the PD Plan and Zoning Regulations;

(iii) The site development plan review and approval criteria set forth in CRMC Section 17.38.040;

(iv) The residential/non-residential interface regulations set forth in CRMC Chapter 17.50; and

(v) The Town of Castle Rock Technical Criteria.

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

Section 1. **Approval**. The Site Development Plan for the Project is hereby approved in the form presented at tonight's meeting.

PASSED, APPROVED AND ADOPTED on first and final reading this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and ____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2

LOT 1 HH SUBDIVISION - 2ND AMENDMENT

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK , COUNTY OF DOUGLAS, STATE OF COLORADO

BENCHMARK & BASIS OF BEARING

BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS MAP ARE BASED ON GPS OBSERVATIONS REFERENCED TO THE WEST LINE OF LOT 1, HH SUBDIVISION-FIRST AMENDMENT FROM THE NW CORNER OF LOT 1 TO THE NORTH LINE OF LOT 4, CASTLE PARK WEST 1ST AMENDMENT, BEING MONUMENTED AT THE SOUTH END WITH A 1" ILLEGIBLE RED PLASTIC CAP 0.25' BELOW THE SURFACE, AND ON THE NORTH END BY A FOUND CHISELED X ON THE SIDEWALK, AS BEARING OF NORTH 00° 21' 47" EAST, A DISTANCE OF 429.91 FEET;

PURPOSE STATEMENT:

THE INTENT OF THE SITE DEVELOPMENT PLAN IS TO SUPPORT THE CONVERSION OF THE EXISTING QUALITY INN TO MARKET RATE RESIDENTIAL HOUSING, HOUSING FOR ADULTS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (ID/D) AS WELL AS SPACES UTILIZED FOR OFFICES, DAY PROGRAMS, AND WELLSPRING COMMUNITY PROGRAMMING SERVING THE ID/D RESIDENTS.

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF CASTLE ROCK , COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 HH SUBDIVISION - 2ND AMENDMENT

SITE DATA						
PROPERTY SIZE	1.36 AC					
PROJECT ADDRESS	200 WOLFENSBERGER RD					
	ZONING STANDARDS			PROPOSED SITE		
ZONING	PDP			PDP		
LAND USE	ID/D OFFICE & MULTIFAMILY RESIDENTIAL UNITS			ID/D OFFICE & MULTIFAMILY RESIDENTIAL UNITS		
MAX. BUILDING HEIGHT	35'-0"			27'-7"		
SETBACKS		BUILDING	LANDSCAPE		BUILDING	LANDSCAPE
	FRONT	15'*	N/A	FRONT	51'	N/A
	REAR	0'	N/A	REAR	26'	10'
	SIDE	0'	N/A	SIDE (W)	10'	N/A
	SIDE	0'	N/A	SIDE (E)	43'	N/A
DWELLING COUNT	24			12 MULTIFAMILY UNITS & 12 ID/D UNITS		
PARKING COUNT		CRITERIA	STALL COUNT	60 (INC. 3 ADA)		
	ID/D OFFICE	2 PER 1,000 S.F.	33			
	ID/D HOUSING	1 PER 4 UNITS	3			
	MF HOUSING	2 PER UNIT	24			
	TOTAL		60			
BUILDING SQ. FT.	FIRST FLOOR			16,165 S.F.		
	TOTAL			31,414 S.F.		

*25 FEET IF ABUTTING AN ARTERIAL STREET

SITE UTILIZATION SUMMARY		
	AREA (SQ. FT.)	PERCENTAGE OF PROPERTY
BUILDING	16,960	28.7%
ASPHALT/PARKING	27,225	46.0%
CONCRETE	6,021	10.2%
OPEN SPACE/LANDSCAPE	8,960	15.1%
TOTAL	59,166 (1.36 AC)	100%

LAND USE:

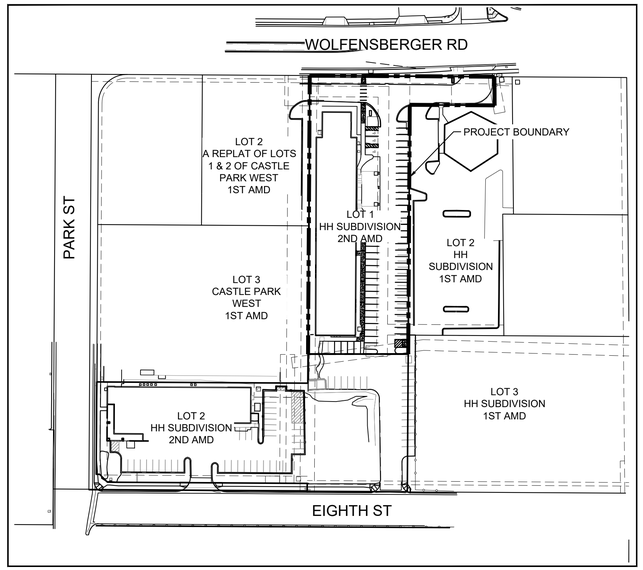
CURRENT ZONING: PLANNED DEVELOPMENT PLAN (PDP)

CURRENT LAND USE: HOTEL

PROPOSED LAND USE: MULTIFAMILY HOUSING (MF), HOUSING FOR ADULTS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (ID/D), OFFICES AND DAY PROGRAMS SERVING THE ID/D RESIDENTS (ID/D-O)

Sheet Index

Sheet Number	Sheet Title	Sheet Description
1	CS01	COVER SHEET
2	GN01	GENERAL NOTES
3	SP01	SITE PLAN
4	GR01	PRELIMINARY GRADING PLAN
5	UT01	PRELIMINARY UTILITY PLAN
6	LD01	LANDSCAPE DETAILS
7	LS01	LANDSCAPE PLAN
8	A4.1	PHOTO SIMULATION / ELEVATIONS
9	ES.1	PHOTOMETRIC / ILLUMINATION PLAN



VICINITY MAP

SCALE: 1" = 100'

PROJECT TEAM

Applicant:	Ross Friend Matrix Design Group 2435 Research Pkwy, Suite 300 Colorado Springs, CO 80920 (719)575-0100	Civil:	Nicole Schanel, PE Matrix Design Group 2435 Research Pkwy, Suite 300 Colorado Springs, CO 80920 (719)575-0100
Owner/Developer:	Nicole DeVries Wellspring Community 826 Park Street, Suite 200 Castle Rock, CO 80109 (303)660-1935	Landscape Architect:	Thomas Kopf, PLA Matrix Design Group 2435 Research Pkwy, Suite 300 Colorado Springs, CO 80920 (719)575-0100
Owner/Developer:	Matt Call DCP Ward LLC 524 S. Tejon St. Colorado Springs, CO 80903 (303)956-5781	Survey:	Alexander Aguilar, PLS 38858 Matrix Design Group 2435 Research Pkwy, Suite 300 Colorado Springs, CO 80920 (719)575-0100
Lienholder:	Independent Bank, a Texas state-chartered banking co. 5950 S Willow Dr., Suite 100 Greenwood Village, CO 80111	Architect:	Steve Greco Enlight10 Architecture 201 Milwaukee St. Unit 200 Denver, CO 80206 (303)525-3695
Lienholder:	Bank of Colorado Denver Tech Center Branch 5201 S Yosemite Street Greenwood Village, CO 80111		

TOWN COUNCIL APPROVAL

THIS SITE DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE _____ DAY OF _____, 20_____.

_____ _____ _____

MAYOR DATE

ATTEST:

_____ _____ _____

TOWN CLERK DATE

PLANNING COMMISSION RECOMMENDATION

THIS SITE DEVELOPMENT PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO ON THE _____ DAY OF _____,20_____.

_____ _____ _____

CHAIR DATE

ATTEST:

_____ _____ _____

DIRECTOR OF DEVELOPMENT SERVICES DATE

CIVIL ENGINEER'S STATEMENT

I, NICOLE SCHANEL, BEING A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF COLORADO, HEREBY ATTEST THAT ALL ROADWAY, GRADING, UTILITY AND DRAINAGE IMPROVEMENTS IDENTIFIED ON THIS SITE DEVELOPMENT PLAN HAVE BEEN DESIGNATED AND ENGINEERED IN CONFORMANCE WITH ALL TOWN OF CASTLE ROCK PUBLIC WORKS CONSTRUCTION STANDARDS.

_____ _____

NICOLE SCHANEL, PE 52434 DATE

SURVEYOR'S CERTIFICATE

I, ALEXANDER AGUILAR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS SITE DEVELOPMENT PLAN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS SITE DEVELOPMENT PLAN ACCURATELY REPRESENTS THAT SURVEY.

_____ _____

ALEXANDER AGUILAR, PLS 38858 DATE

OWNERSHIP CERTIFICATION

THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.

_____

DCP WARD LLC, A COLORADO LIMITED LIABILITY COMPANY

SIGNED THIS _____ DAY OF _____, 20_____

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____ BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

LIENHOLDER SUBORDINATION CERTIFICATE

THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREON. THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY THE INSTRUMENT RECORDED JANUARY 13, 2025 AT RECEPTION NO. 2025001423, DOUGLAS COUNTY, COLORADO, SUBORDINATES THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS DOCUMENT.

_____

BANK OF COLORADO

SIGNED THIS _____ DAY OF _____, 20_____.

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____ BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

LIENHOLDER SUBORDINATION CERTIFICATE

THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREON. THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY THE INSTRUMENT RECORDED JULY 5, 2022 AT RECEPTION NO. 2022046720, DOUGLAS COUNTY, COLORADO, SUBORDINATES THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS DOCUMENT.

_____

INDEPENDENT BANK, A TEXAS STATE-CHARTERED BANKING CORPORATION

SIGNED THIS _____ DAY OF _____, 20_____.

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____ BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

TITLE CERTIFICATION

I, ADAM BAUER, AN AUTHORIZED REPRESENTATIVE OF CANYON TITLE, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP.

_____

ADAM BAUER

SIGNED THIS _____ DAY OF _____, 20_____.

NOTARY BLOCK

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____ BY _____ AS AUTHORIZED REPRESENTATIVE OF _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

Matrix

2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX : (719) 575-0208

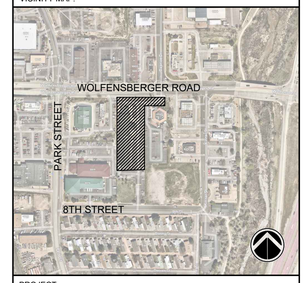
OWNER/DEVELOPER:

DCP WARD, LLC

524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY
1	05/28/2025	PER CITY COMMENTS	EA
2	09/02/2025	PER CITY COMMENTS	AL
3	10/22/2025	PER CITY COMMENTS	RF

DRAWING INFORMATION:

PROJECT NO:	24.1692.001
DRAWN BY:	AL
CHECKED BY:	RF
APPROVED BY:	NS

SHEET TITLE:

COVER SHEET

CS01

SHEET 1 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\500 CAD\504 PLAN SETS\DEVELOPMENT PLAN\TS01.DWG

GENERAL NOTES:

1. APPROVAL OF THIS SITE DEVELOPMENT PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATIONS FROM TOWN OF CASTLE ROCK REGULATIONS AND STANDARDS. ALL DEVIATIONS FROM TOWN REGULATIONS AND STANDARDS ARE SUBJECT TO THE APPROPRIATE PROCEDURES FOR APPROVAL. THERE MAY BE SUBSEQUENT AMENDMENTS.

2. THIS SITE IS A PART OF THE PLANNED DEVELOPMENT PLAN TITLED "826 PARK STREET EXPANSION AND 200 WOLFENSBERGER ROAD PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS" WITH ASSOCIATED TOWN OF CASTLE ROCK PROJECT NO. PDP24-0004

3. THIS PROPERTY IS LOCATED WITHIN ZONE "X" AS PER FEMA FIRM PANEL NO. 08035C0188G DATED 3/16/2016.

4. RETAINING WALLS IN COMMON AREAS OR THAT SPAN MULTIPLE LOTS REGARDLESS OF SIZE/HEIGHT MUST BE LOCATED IN A TRACT. THE RETAINING WALLS MUST BE MAINTAINED BY THE HOA OR METRO DISTRICT.

5. THE TOWN OF CASTLE ROCK REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER, SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THIS PROPERTY, UNLESS MODIFIED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE
TOWN SHALL HAVE THE RIGHT TO ENTER SAID PROPERTY FOR THE PURPOSES OF OPERATION AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER, SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. THE MAINTENANCE COSTS SHALL INCLUDE ALL ACTUAL COSTS FOR LABOR, EQUIPMENT AND MATERIALS AND A 25% FEE.

6. PURSUANT TO THE TOWN OF CASTLE ROCK LANDSCAPE REGULATIONS THE PROPERTY OWNER, SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE AREA SUBJECT TO THE APPROVED SITE DEVELOPMENT PLAN. LANDSCAPING WITHIN PUBLIC RIGHTS-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT PRIVATE PROPERTY OWNER OR THE HOMEOWNER/PROPERTY OWNER ASSOCIATION, AS APPLICABLE. LANDSCAPING SHALL BE CONTINUOUSLY MAINTAINED INCLUDING NECESSARY WATERING, WEEDING, PRUNING, MOWING, PEST CONTROL, AND REPLACEMENT OF DEAD OR DISEASED PLANT MATERIAL. UPON WRITTEN NOTICE BY THE TOWN, THE OWNER WILL HAVE 45 DAYS TO CURE OR REPLACE DAMAGED OR DEAD LANDSCAPE MATERIAL. IN THE CASE OF DISEASED LANDSCAPE MATERIAL, A SHORTER COMPLIANCE PERIOD MAY BE SPECIFIED IN SAID NOTICE. THE TOWN OF CASTLE ROCK WATER CONSERVATION ORDINANCE REGULATES TIMES OF SEASONAL IRRIGATION AND PROHIBITS THE WASTING OF POTABLE WATER THROUGH IMPROPER IRRIGATION.

7. FINAL LANDSCAPE AREA, COVERAGE AND PLANT QUANTITIES, SHALL MEET OR EXCEED QUANTITIES REPRESENTED IN THIS SITE DEVELOPMENT PLAN. ANY CHANGES TO THE APPROVED LANDSCAPE PLANS SHALL REQUIRE AN SDP AMENDMENT.

8. THE NUMBER OF PARKING SPACES ARE BASED ON THE PROPOSED USES ON THIS SITE DEVELOPMENT PLAN. A CHANGE OF USE TO A MORE PARKING INTENSIVE USE AS IDENTIFIED IN CHAPTER 17.54 OF THE CASTLE ROCK MUNICIPAL CODE OR APPLICABLE PLANNED DEVELOPMENT ZONING WILL REQUIRE AN AMENDMENT TO THIS SITE DEVELOPMENT PLAN.

9. A SIGN PERMIT FOR EACH SIGN MUST BE OBTAINED FROM THE TOWN OF CASTLE ROCK ZONING DIVISION PRIOR TO PLACING ANY SIGN ON THE PROPERTY. ALL SIGNS MUST COMPLY WITH THE PROVISIONS OF TITLE 19 (SIGN CODE REGULATIONS) OF THE MUNICIPAL CODE OR APPLICABLE PLANNED DEVELOPMENT ZONING REGULATIONS.

10. ANY STREET SIGNS, STRIPING, STREET LIGHTS AND CURB RAMPS ARE CONCEPTUAL ONLY AND SUBJECT TO TOWN REVIEW WITH THE CONSTRUCTION DOCUMENTS. THESE ITEMS SHALL COMPLY WITH THE TOWN OF CASTLE ROCK'S REGULATIONS, STANDARDS AND REQUIREMENTS.

11. THE DEVELOPER SHALL CONFORM TO THE TOWN OF CASTLE ROCK "WATER USE MANAGEMENT PROGRAM IMPLEMENTATION POLICY", AS AMENDED FROM TIME TO TIME, FOR THIS PROJECT.

12. NO SOLID OBJECT (EXCLUDING FIRE HYDRANTS, TRAFFIC CONTROL DEVICES AND TRAFFIC SIGNS) EXCEEDING THIRTY (30) INCHES IN HEIGHT ABOVE THE FLOW LINE ELEVATIONS OF THE ADJACENT STREET, INCLUDING BUT NOT LIMITED TO BUILDINGS, UTILITY CABINETS, WALLS, FENCES, LANDSCAPE PLANTINGS, CROPS, CUT SLOPES, AND BERMS SHALL BE PLACED WITHIN SIGHT DISTANCE LINES AND SIGHT DISTANCE EASEMENTS.

13. ALL PROPOSED UTILITY, DRAINAGE, EMERGENCY ACCESS, SIGHT DISTANCE AND PUBLIC ACCESS/TRAIL EASEMENTS AS SHOWN ON THE SITE DEVELOPMENT PLAN ARE CONCEPTUAL AND SHALL BE ESTABLISHED WITH A PLAT OR SEPARATE DOCUMENT.

14. UNLESS OTHERWISE NOTED, ALL LOTS SHALL HAVE A 10-FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES AND ALONG ALL PUBLIC RIGHTS-OF-WAY AND SHALL HAVE 5-FOOT UTILITY EASEMENTS ALONG EACH SIDE LOT LINE. THESE UTILITY EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES AND TELEPHONE LINES, WATER METERS, FIRE HYDRANTS AND CURB BOXES AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES. ANY VARIATION FROM THIS REQUIRES AN APPROVED TECHNICAL CRITERIA VARIANCE.

15. ALL SUBDIVISIONS SHALL INCLUDE ADEQUATE EASEMENTS TO ACCOMMODATE THE CONSTRUCTION, MAINTENANCE AND REPAIR OF ALL PUBLIC ACCESS, SIDEWALKS, TRAILS, WATER SUPPLY SYSTEM, WASTE WATER SYSTEMS, STORM WATER MANAGEMENT SYSTEM AND EROSION CONTROL FACILITIES, TELECOMMUNICATIONS AND OTHER UTILITIES REQUIRED TO PROVIDE EACH UTILITY TO EACH OCCUPIED STRUCTURE IN THE SUBDIVISION.

16. NO STRUCTURE SHALL BE CONSTRUCTED OVER ANY PORTIONS OF A RECORDED TOWN EASEMENT UNLESS A REVOCABLE LICENSE IS APPROVED BY THE TOWN AND THE STRUCTURE WILL NOT INTERFERE WITH THE INTENDED USE OF THE EASEMENT.

17. ANY STRUCTURES PLACED IN THE EASEMENT INCLUDING BUT NOT LIMITED TO PAVING, FENCING, RETAINING WALLS AND LANDSCAPING SHALL BE REMOVED AND REPLACED BY THE OWNER UPON THE REQUEST OF THE UTILITIES DEPARTMENT OR PRIVATE UTILITY COMPANY SO THAT MAINTENANCE MAY BE PERFORMED. THE OWNER OF THE LAND SHALL AGREE TO HOLD THE TOWN AND/OR PRIVATE UTILITY COMPANY HARMLESS FOR ANY LOSS OF PROPERTY OR LANDSCAPING AND IRRIGATION REMOVED FROM THE EASEMENT OR DAMAGED DUE TO MAINTENANCE ACTIVITIES AND ALL ASSOCIATED COSTS.

FIRE NOTES

1. IF FIRE APPARATUS ACCESS ROADS OR WATER SUPPLY FOR FIRE PROTECTION IS REQUIRED TO BE INSTALLED, SUCH PROTECTION SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO VERTICAL CONSTRUCTION.

2. FIRE HYDRANT(S) ARE REQUIRED TO BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING THE TIME OF CONSTRUCTION.

3. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN DRIVE LANES FOR EMERGENCY VEHICLE INGRESS AND EGRESS, INCLUDING SNOW REMOVAL.

4. ALL EMERGENCY ACCESS ROADS, EMERGENCY ACCESS GATES AND SIGNAGE SHALL COMPLY WITH THE TOWN OF CASTLE ROCK FIRE DEPARTMENT REQUIREMENTS AND SHALL BE MAINTAINED BY METROPOLITAN DISTRICT, HOMEOWNERS ASSOCIATION, OR OTHER PROPERTY MANAGEMENT ENTITY.

5. APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING CONSTRUCTED OR MOVED INTO, OR WITHIN THE JURISDICTION. THE FIRE APPARATUS ACCESS ROAD SHALL EXTEND TO WITHIN 150 FEET OF ALL PORTIONS OF THE FACILITY AND ALL PORTIONS OF THE
EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY.

6. DEAD-END FIRE ACCESS ROADS IN EXCESS OF 150 FEET SHALL PROVIDE AN APPROVED AREA FOR TURNING AROUND FIRE APPARATUS.

7. FIRE APPARATUS ACCESS ROADS SHALL HAVE AN ***UNOBSTRUCTED WIDTH OF NOT LESS THAN 20 FEET***, EXCLUSIVE OF SHOULDERS, EXCEPT FOR APPROVED SECURITY GATES AND AN ***UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET, 6 INCHES.***

8. FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS WEIGHING AT LEAST 88,000 POUNDS, AND SHALL BE SURFACED SO AS TO PROVIDE ALL- WEATHER DRIVING CAPABILITIES. THE TERM "ALL-WEATHER DRIVING CAPABILITIES" HAS BEEN INTERPRETED TO MEAN EITHER CONCRETE OR ASPHALT, OR OTHER APPROVED DRIVING SURFACE DESIGNED BY AN ENGINEER AND APPROVED BY THE FIRE DEPARTMENT.

9. "NO PARKING FIRE LANE" SIGNS ARE REQUIRED IN AREAS THAT MEET THE FOLLOWING CRITERIA AND IN AREAS DESIGNATED BY THE CASTLE ROCK FIRE DEPARTMENT. SIGNS SHALL BE POSTED ON BOTH SIDES OF FIRE ACCESS ROADWAYS, PUBLIC OR PRIVATE ROADWAYS AND DRIVEWAYS LESS THAN 26 FEET WIDE. SIGNS SHALL BE POSTED ON ONE SIDE ONLY OF FIRE ACCESS ROADWAYS, PUBLIC OR PRIVATE ROADWAYS OR DRIVEWAYS BETWEEN 26 FEET WIDE AND 32 FEET WIDE. NO SIGNAGE IS REQUIRED FOR FIRE ACCESS ROADWAYS, PUBLIC OR PRIVATE ROADWAYS OR DRIVEWAYS GREATER THAN OR EQUAL TO32 FEET WIDE.

10. "FIRE LANE NO PARKING" CURB MARKING. ALL DESIGNATED LANES SHALL BE ACCOMPANIED WITH CURB MARKINGS IN A WEATHER RESISTANT RED PAINT. REFLECTIVE PAINT MAY BE USED FOR HIGHER VISIBILITY. CURBING SHALL BE LABELED, "NO PARKING -FIRE LANE" IN ALL UPPER CASE LETTERS. LETTERING SHALL BE NO LESS THAN THREE (3") INCHES HIGH WITH WHITE LETTERING ON A RED BACK GROUND AND PLACED ON THE FACE AND TOP OF THE CURB. LETTERING SHALL BE LOCATED NO MORE THAN FIFTY (50') APART AND WITHIN FIVE FEET OF THE BEGINNING AND END OF ANY FIRE LANE.

11. THE DEVELOPER UNDERSTANDS THAT AS THE PROJECT DEVELOPS THERE MAY BE FIRE AND LIFE SAFETY PROVISIONS OF THE **TOWN OF CASTLE ROCK ADOPTED INTERNATIONAL FIRE CODE (IFC) OR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)** THAT MAY ARISE, AND WERE NOT CLEARLY VISIBLE DURING THE INITIAL REVIEWS, BUT MAY REQUIRE CORRECTIVE ACTION. THESE ITEMS MAY INCLUDE, BUT ARE NOT LIMITED TO: FIRE FLOW REQUIREMENTS, FIRE HYDRANT PLACEMENT, ACCESS, ETC.

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

Matrix

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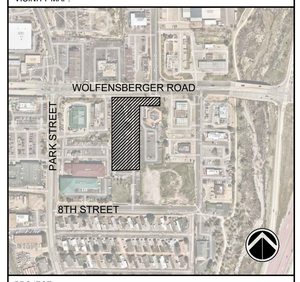
OWNER/DEVELOPER:

DCP WARD, LLC

524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY
1	05/28/2025	PER CITY COMMENTS	EA
2	09/02/2025	PER CITY COMMENTS	AL
3	10/22/2025	PER CITY COMMENTS	RF

DRAWING INFORMATION:

PROJECT NO:	24.1692.001
DRAWN BY:	AL
CHECKED BY:	RF
APPROVED BY:	NS

SHEET TITLE:

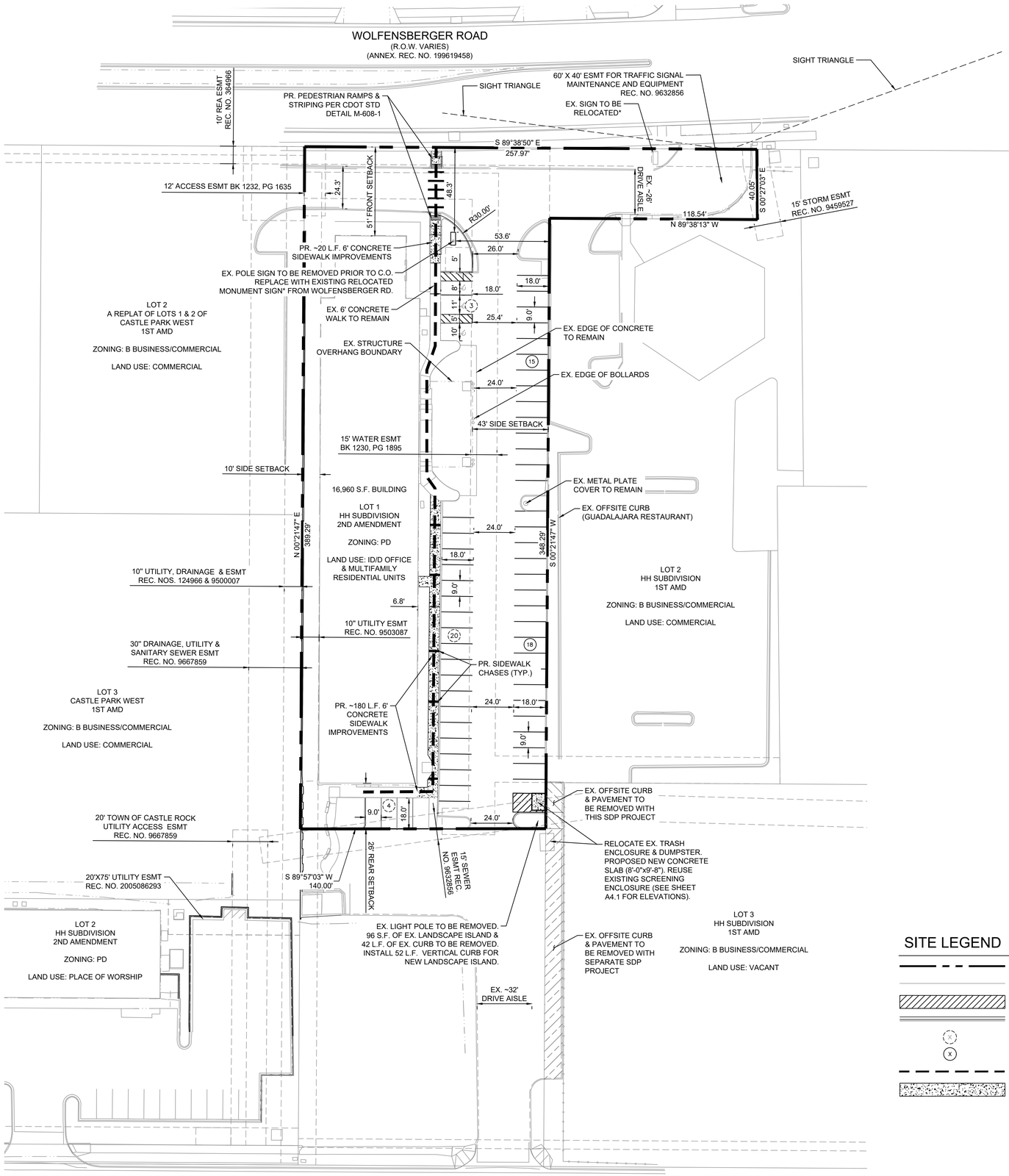
GENERAL NOTES

GN01

SHEET 2 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\500 CAD\504 PLAN SETS\DEVELOPMENT PLANTS\01.DWG



SITE LEGEND

- PROPOSED PROPERTY BOUNDARY
- EXISTING ABUTTING PARCEL
- PROPOSED STRIPING
- PROPOSED CONCRETE CURB & GUTTER
- EXISTING PARKING STALL TO REMAIN
- PROPOSED RE-STRIPING OF PARKING STALL
- ADA PEDESTRIAN PATH OF TRAVEL
- PROPOSED CONCRETE SIDEWALK

N

GRAPHIC SCALE

30' 0' 30' 60'

(IN FEET)
1 inch = 30 ft.

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\500 CAD\504 PLAN SETS\DEVELOPMENT PLANS\SP01.DWG

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

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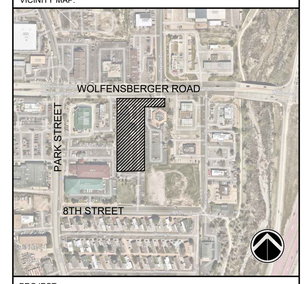
OWNER/DEVELOPER:

DCP WARD, LLC

524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

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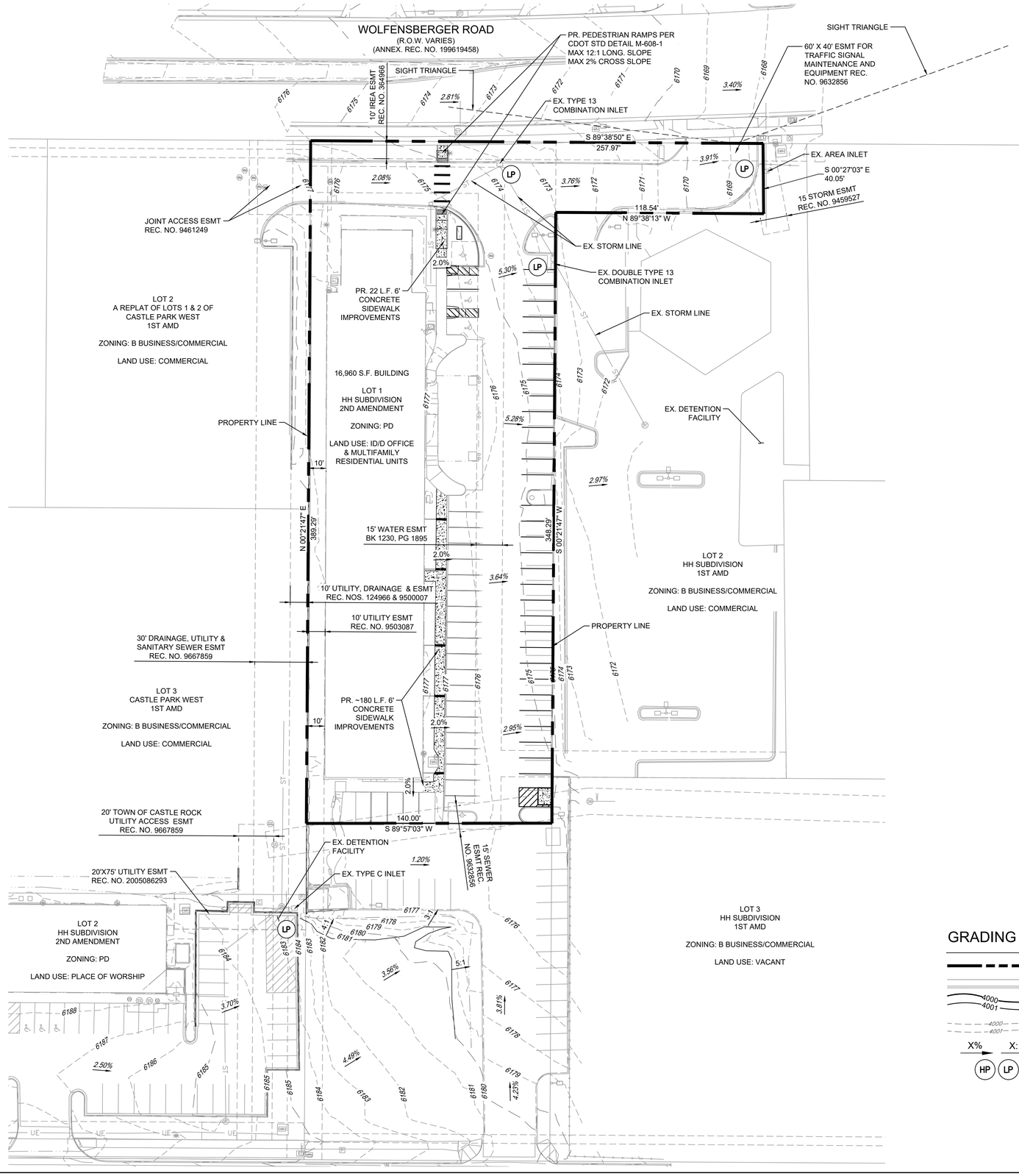
SHEET TITLE:

SITE PLAN

SP01

SHEET 3 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006



GRADING LEGEND

- PROPERTY LINE
- EXISTING CURB & GUTTER
- PROPOSED CONTOURS (4000 / 4001)
- EXISTING CONTOURS (4000 / 4001)
- SLOPE ARROW (X% / X:1)
- HIGH POINT / LOW POINT (HP / LP)

N

GRAPHIC SCALE

30' 0' 30' 60'

(IN FEET)
1 inch = 30 ft.

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\500 CAD\504 PLAN SETS\DEVELOPMENT PLAN\GR01.DWG

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

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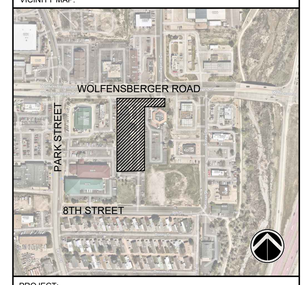
OWNER/DEVELOPER:

DCP WARD, LLC

524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

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DRAWING INFORMATION:

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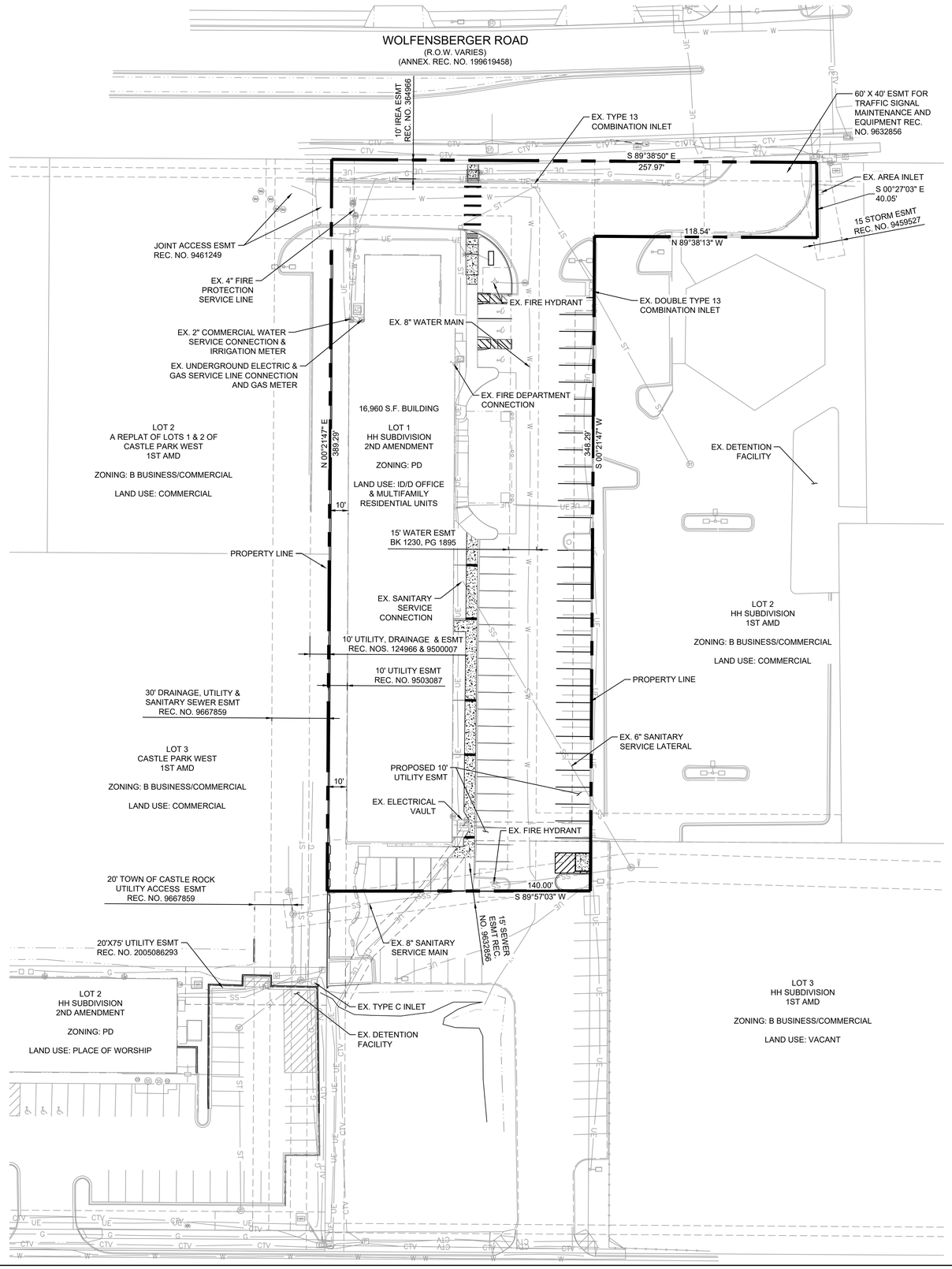
SHEET TITLE:

PRELIMINARY GRADING PLAN

GR01

SHEET 4 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006



N

GRAPHIC SCALE

30' 0' 30' 60'

(IN FEET)
1 inch = 30 ft.

LEGEND

- EX. WATER MAIN
- EX. SANITARY SEWER MAIN
- EX. UNDERGROUND ELECTRIC LINE
- EX. UNDERGROUND COMMUNICATIONS LINE
- EX. UNDERGROUND GAS LINE
- EX. STORM LINE
- EX. FIRE HYDRANT
- EX. STORM MANHOLE
- EX. SANITARY MANHOLE
- EX. ELECTRIC VAULT
- EX. CLEAN OUT
- EX. LIGHT POLE
- EX. GAS METER
- EX. TELEPHONE PEDESTAL
- EX. AIR CONDITIONING UNIT

UTILITY NOTES

1. THIS SITE IS LOCATED WITHIN THE TOWN OF CASTLE ROCK WATER PRESSURE ZONE 2 (YELLOW).
2. ALL PROPOSED EASEMENTS MUST BE RECORDED PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS.
3. ALL UTILITY EASEMENTS FOR WATER AND WASTEWATER LINES SHALL BE FOR THE EXCLUSIVE USE OF THE TOWN SO THAT ACCESS AND MAINTENANCE MAY BE PERFORMED.
4. THE MINIMUM SEPARATION BETWEEN WATERLINES, SANITARY SEWER AND STORM SEWER LINES IS 10 FEET.
5. THE MINIMUM SEPARATION BETWEEN WATER SERVICE LINES IS 5 FEET.
6. ANY TIE-IN, CROSSING OR LOWERING OF TOWN CRITICAL INFRASTRUCTURE WILL REQUIRE A TIME AND MATERIALS PERMIT (TMU) WITH FEES REQUIRED PRIOR TO CONSTRUCTION.
7. THE EXISTING METER CAPACITY IS TO BE CALCULATED BASED ON THE REQUIRED DEMAND OF ALL THE TOTAL EXISTING AND PROPOSED WATER SUPPLY FIXTURE UNITS AND ANY OTHER ADDITIONAL USAGE, PROVIDED TO THE TOWN OF CASTLE ROCK AT THE TIME OF BUILDING PERMITTING.

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

Matrix

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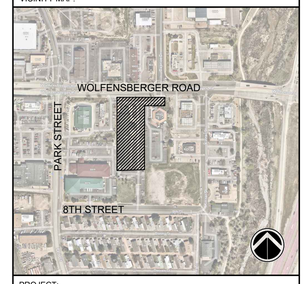
OWNER/DEVELOPER:

DCP WARD, LLC

524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY
1	05/28/2025	PER CITY COMMENTS	EA
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3	10/22/2025	PER CITY COMMENTS	RF

DRAWING INFORMATION:

PROJECT NO:	24.1692.001
DRAWN BY:	AL
CHECKED BY:	RF
APPROVED BY:	NS

SHEET TITLE:

PRELIMINARY UTILITY PLAN

UT01

SHEET 5 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\500 CAD\504 PLAN SETS\DEVELOPMENT PLAN\UT01.DWG

TOWN OF CASTLE ROCK GENERAL NOTES:

1. FINAL LANDSCAPE AREA, COVERAGE AND PLANT QUANTITIES, SHALL MEET OR EXCEED QUANTITIES REPRESENTED IN THIS DRAWING AND SHALL CONFORM TO SUBSEQUENT SUBMITTAL REQUIREMENTS.
2. LOCATION OF PLANT MATERIALS ARE APPROXIMATED AND MAY CHANGE SLIGHTLY DUE TO UNFORESEEN FIELD CONSTRAINTS.
3. ALL PLANTS ARE TO BE PROPERLY HYDROZONED PER TOWN OF CASTLE ROCK PLANT LIST.
4. DISTANCE OF TREES TO WET UTILITY LINES SHALL BE A MINIMUM OF 10 FEET.
5. PERMANENT IRRIGATION IS REQUIRED FOR ALL LANDSCAPED AREAS GREATER THAN 500 SQUARE FEET, PER SECTION 4.5.1.2 OF THE LANDSCAPE AND IRRIGATION MANUAL.
6. DESIGN MUST ACCOMMODATE THE WATERING RESTRICTIONS AS OUTLINED IN THE TOWN OF CASTLE ROCK WATER USE MANAGEMENT PLAN (WUMP).
7. IRRIGATION SYSTEMS ARE TO BE DESIGNED TO OPERATE WITHIN THE TOWN OF CASTLE ROCK WATER USE MANAGEMENT PLAN.
8. TURF AREAS TO BE WATERED WITH OVERHEAD SPRAYS, ROTORS OR SUBSURFACE DRIP, PERENNIAL BEDS TO BE WATERED WITH DRIPLINE OR POINT SOURCE DRIP[EMITTERS, TREES WATERED WITH BUBBLERS.
9. IRRIGATION SYSTEMS ARE TO BE DESIGNED PER THE TOWN OF CASTLE ROCK LANDSCAPE AND IRRIGATION REGULATIONS SECTION 4.3 AND TO CORRELATE WITH THE USE TYPE ON THE PROPERTY.
10. IF ANY TRANSFORMERS, GROUND-MOUNTED HVAC UNITS, UTILITY PEDESTALS, OR SIMILAR FEATURES EXISTING ON SITE, BUT NOT SHOWN ON THE SITE DEVELOPMENT PLAN, ADDITIONAL LANDSCAPING AND SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DETERMINED DURING THE SITE INSPECTION. INSTALLATION WILL BE REQUIRED PRIOR TO THE FINAL INSPECTION AND THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, AS APPLICABLE.
11. NO SOLID OBJECT EXCEEDING 30" IN HEIGHT ABOVE THE FLOWLINE ELEVATION OF THE ADJACENT STREET, INCLUDING, BUT NOT LIMITED TO BUILDING, UTILITY CABINETS, WALLS, FENCES, TREES, LANDSCAPE PLANTINGS, CUT SLOPES AND BERMS SHALL BE PLACED IN SIGHT DISTANCE TRIANGLES OR EASEMENTS AS SHOWN ON THE PLAN.
12. NO TREES, LARGE SHRUBS, OR PERMANENT STRUCTURES ARE ALLOWED IN WET UTILITY AND DRAINAGE EASEMENTS.
13. AN IRRIGATION PLAN IS REQUIRED WITH THE FIRST SUBMITTAL OF THE CONSTRUCTION DOCUMENTS. PLEASE SEE SECTIONS 3.1.2.1.2 AND 4.3 OF THE TOWN OF CASTLE ROCK LANDSCAPE AND IRRIGATION PERFORMANCE STANDARDS AND CRITERIA MANUAL FOR IRRIGATION SUBMITTAL AND DESIGN REQUIREMENTS. CHANGES TO THE LANDSCAPE PLAN MAY BE NECESSARY DUE TO CONSTRUCTION DOCUMENTS IRRIGATION PLAN REVIEW COMMENTS.
14. LANDSCAPE AND IRRIGATION SHALL BE INSTALLED BY A TOWN OF CASTLE ROCK REGISTERED LANDSCAPE CONTRACT PROFESSIONAL.
15. DEAD PLANT MATERIALS SHALL BE REMOVED AND REPLACED WITH HEALTHY PLANTING MATERIALS OF COMPARABLE SIZE AND SPECIES THAT MEET THE ORIGINAL INTENT OF THE APPROVED LANDSCAPE DESIGN WITHIN FORTY-FIVE(45) DAYS OR SOONER IN THE EVENT OF A CONTAGIOUS DISEASE OR INVASIVE INSECT SPECIES. TOWN OF CASTLE ROCK IS NOT RESPONSIBLE FOR PLANT REPLACEMENTS.
16. SLOPES STEEPER THAN 3:1 ARE NOT PERMITTED ON LANDSCAPE PLANS IN THE TOWN OF CASTLE ROCK.
17. TREES WITHIN SIGHT DISTANCE LINES SHALL BE MAINTAINED TO PROVIDE CLEARANCE FOR VEHICULAR SIGHT DISTANCE. TREES SHALL BE LIMBED & MAINTAINED SO THAT NO BRANCHES FALL BELOW THE HEIGHT OF 8 FEET MEASURED FROM THE FLOWLINE ELEVATION OF THE ADJACENT STREET PER TRANSPORTATION DESIGN CRITERIA MANUAL SEC 2.4.8-2.
18. NO VEGETATION SHALL BE ALLOWED WITHIN INTERSECTION SAFETY TRIANGLES THAT EXCEED 2.5 FEET HEIGHT ABOVE THE FLOWLINE ELEVATION OF THE ADJACENT STREET PER TRANSPORTATION DESIGN CRITERIA MANUAL SEC 9.2.1.1.a.iv.
19. IRRIGATION IS TO BE DESIGN-BUILD PLEASE SEE SECTIONS 3.1.2.2.2 AND 4.2 OF THE TOWN OF CASTLE ROCK LANDSCAPE AND IRRIGATION PERFORMANCE STANDARDS AND CRITERIA MANUAL FOR IRRIGATION SUBMITTAL AND DESIGN REQUIREMENTS.
20. MINIMUM TREE PLANTING WIDTH IS 6 FEET. LARGE CANOPY DECIDUOUS TREE PLANTED IN AREAS LESS THAN 8 FEET IN WIDTH ARE REQUIRED TO USE CU STRUCTURAL SOIL. LARGE DECIDUOUS CANOPY TREES PLANTED IN AREAS. LESS THAN 8 FEET IN WIDTH ARE REQUIRED TO BE PLANTED WITH A MINIMUM CALIPER OF 3".

TOCR - MIXED-USE SITE INVENTORY

Gross Site Area	Required Landscape (10% of the gross site area)	Existing Landscape (If Applicable)	Provided Landscape Area	Required Trees (2 trees / 1,000 sqft)	Provided Trees	Required Shrubs (4 shrubs / 1,000 sqft)	Provided Shrubs	Soil Prep Amounts (cu.yds. Per 1000 SF)
59,166	5916.6	9780	0	20 (IN)	22 (17 Existing)	40	59 (31 Existing)	4 cu. Yds. (For New Planting Areas)
Turf Grass Square Footage (SF)	**Landscape Coverage at Maturity (SF)**	**Existing Landscape (If Applicable)**	**Landscape Coverage Percentage (75% minimum)**	**Nonliving Ornamental Area in Landscape (SF)**	**Nonliving Ornamental Percentage (25% maximum)**	**Number of Large Canopy Deciduous Shade Tree**	**Percentage (50% Large Canopy Deciduous Shade Tree)**	**Separate Irrigation Service Connections**
0 SF	1282	9780	4437.45	1479	1479.15	6	10	Yes ____ No __X__

PARKING LOTS

Parking Lot Area	Landscaping Area Required (10% of square footage)	Existing Landscape (If Applicable)	Landscaped Area Provided	Required Trees** (2 large canopy deciduous shade trees / 1,000 sqft)	Provided Trees	Required Shrubs** (4 shrubs / 1,000 sqft)	Provided Shrubs
19,336	1933.6	1934	0	4	5 (2 Existing) (PI)	8	8 (8 Existing)

PARKING LOT ISLANDS

Number of Parking Spaces	Number of landscaped islands/peninsulas Required (1 island per 15 spaces)		Number of Landscaped islands/peninsulas provided	Required Trees*** (Minimum of 1 large canopy deciduous shade tree per island/peninsula)	Provided Trees	Required Shrubs (Minimum of 4 shrubs per island/peninsula)	Provided Shrubs
62	4		6	4	5 (2 Existing) (PI)	16	20 (4 Existing)

* PARKING LOT LANDSCAPING OUTSIDE OF LANDSCAPED ISLANDS/ PENINSULA SHOULD BE LOCATED WITHIN 3 FEET OF THE PARKING LOT PERIMETER
** EVERGREENS ARE NOT PERMITTED IN LANDSCAPED ISLANDS OR PENINSULAS

TOCR - STREETSCAPE REQUIREMENTS

Street Name/Tract	Linear Feet (LF)**	Required Street Trees (1 tree per 40 LF)	Existing Street Trees (If applicable)	Provided Street Trees	Required Street Shrubs (4 shrubs per required tree)	Provided Street Shrubs
WOLFENSBERGER ROAD	213	5	3 (ST)	2 (ST)	20	20 (4 Existing)

*STREETSCAPE REQUIREMENTS CANNOT BE COUNTED TOWARDS GROSS SITE REQUIREMENTS

LANDSCAPE ARCHITECT CERTIFICATION

I hereby affirm that these final site development plans were prepared under my direct supervision, in accordance with all applicable Town of Castle Rock and State of Colorado standards and statutes, respectively; and that I am fully responsible for all design and revisions to said plans.

THOMAS KOFT, LICENSE NUMBER 434

TOWN APPROVAL BLOCK

TOWN OF CASTLE ROCK APPROVAL
PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF DEVELOPMENT SERVICES APPROVAL
APPROVED BY:

DEVELOPMENT SERVICES *DATE*

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

Matrix

2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX : (719) 575-0208

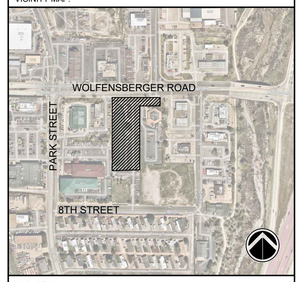
OWNER/DEVELOPER:

DCP WARD, LLC

524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY
1	05/28/2025	PER CITY COMMENTS	EA
2	09/02/2025	PER CITY COMMENTS	AL
3	10/22/2025	PER CITY COMMENTS	RF

DRAWING INFORMATION:

PROJECT NO: 24.1692.001
DRAWN BY: JH
CHECKED BY: JA
APPROVED BY: JA

SHEET TITLE:

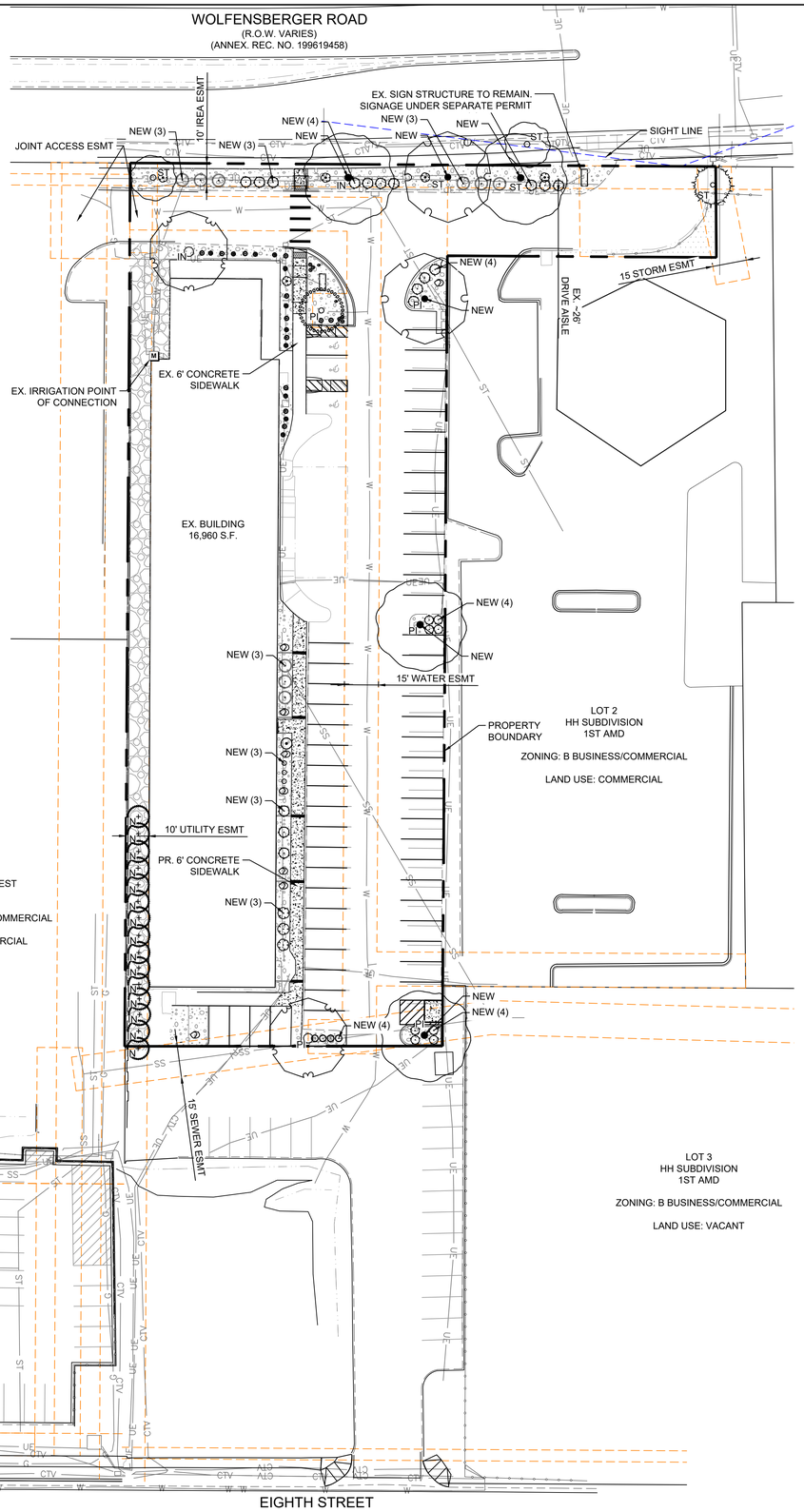
LANDSCAPE DETAILS

LD01

SHEET 6 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\500 CAD\504 PLAN SET\SD\DEVELOPMENT PLAN\LD01.DWG



LEGEND

EXISTING SEED
TO REMAIN

EXISTING 3/4" ROCK
TYPE: TO MATCH EXISTING, REPLACE AS NEEDED
DEPTH: 3"
OR APPROVED EQUAL

EXISTING 1 1/2" ROCK
TYPE: TO MATCH EXISTING, REPLACE AS NEEDED
DEPTH: 3"
OR APPROVED EQUAL

3/4" ROCK
TYPE: TO MATCH EXISTING,
DEPTH: 3"
OR APPROVED EQUAL

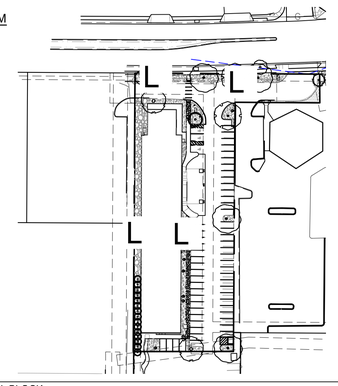
EDGING
4" ROLLED TOP STEEL EDGING
(OR APPROVED EQUAL)

SITE DEVELOPMENT PLAN PLANT SCHEDULE

DECIDUOUS SHADE TREES	HYDROZONE	**LOW**	QUANTITY	**10**
LARGE CANOPY DECIDUOUS SHADE TREES SHALL BE A MINIMUM OF 2'' INCHES IN CALIPER MEASURED SIX (6) INCHES ABOVE GROUND				
LARGE CANOPY DECIDUOUS SHADE TREES SHALL BE A MINIMUM OF 3'' INCHES IN CALIPER WHEN IN A GRATE OR PLANTED IN AREAS LESS THAN EIGHT (8) FEET IN WIDTH				
EVERGREEN TREES	HYDROZONE	**LOW**	QUANTITY	**17**
EVERGREEN TREES SHALL BE A MINIMUM OF 6 FEET IN HEIGHT, MEASURED TO THE MID-POINT OF THE MOST RECENT YEAR'S GROWTH				
DECIDUOUS SHRUBS	HYDROZONE	**LOW**	QUANTITY	**16**
SHRUBS SHALL BE A MINIMUM OF FIVE (5) GALLON CONTAINER IN SIZE				
EVERGREEN SHRUBS	HYDROZONE	**LOW**	QUANTITY	**34**
SHRUBS SHALL BE A MINIMUM OF FIVE (5) GALLON CONTAINER IN SIZE				
ORNAMENTAL GRASSES/PERENNIALS	HYDROZONE	**LOW**	QUANITITY	**29**
ORNAMENTAL GRASSES/PERENNIALS SHALL BE A MINIMUM OF FIVE (5) GALLON CONTAINER IN SIZE				

SCHEMATIC LANDSCAPE DIAGRAM

HYDROZONES
V - VERY LOW
(0 TO 5 INCHES PER YEAR)
L - LOW
(5 TO 10 INCHES PER YEAR)
M - MODERATE
(10 TO 15 INCHES PER YEAR)
H - HIGH
(15-19+ INCHES PER YEAR)



N

30 0 15 30
SCALE: 1" = 30'

LANDSCAPE ARCHITECT CERTIFICATION
I hereby affirm that these final site development plans were prepared under my direct supervision, in accordance with all applicable Town of Castle Rock and State of Colorado standards and statutes, respectively; and that I am fully responsible for all design and revisions to said plans.

THOMAS KOPF, LICENSE NUMBER 434 DATE

TOWN APPROVAL BLOCK

TOWN OF CASTLE ROCK APPROVAL
PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF DEVELOPMENT SERVICES APPROVAL
APPROVED BY:

DEVELOPMENT SERVICES *DATE*

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

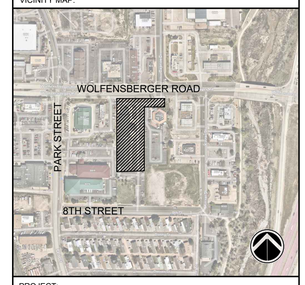
Matrix
2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX : (719) 575-0208

OWNER/DEVELOPER:

DCP WARD, LLC
524 S TEJON ST
COLORADO SPRINGS, CO 80903

APPROVAL:

VICINITY MAP:



PROJECT:

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION - 2ND AMENDMENT

TOWN OF CASTLE ROCK, COLORADO
OCTOBER 2025

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY
1	05/28/2025	PER CITY COMMENTS	EA
2	09/02/2025	PER CITY COMMENTS	AL
3	10/22/2025	PER CITY COMMENTS	RF

DRAWING INFORMATION:

PROJECT NO:	24.1692.001
DRAWN BY:	JH
CHECKED BY:	JA
APPROVED BY:	JA

SHEET TITLE:

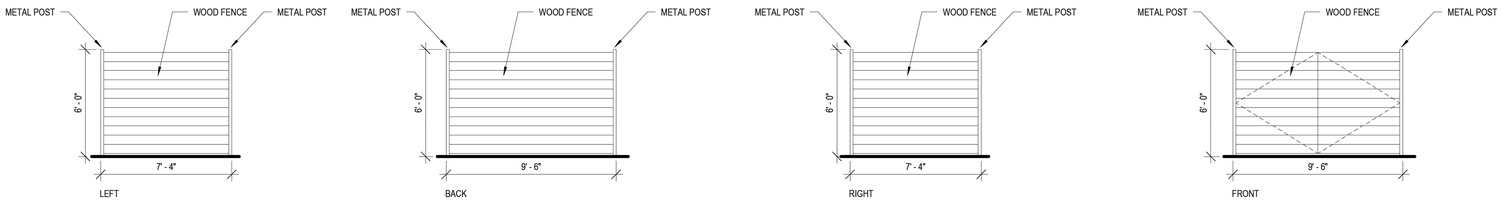
LANDSCAPE PLAN

LS01

SHEET 7 OF 9

SITE DEVELOPMENT PLAN, AMENDMENT NO. 2
LOT 1 HH SUBDIVISION 2ND AMENDMENT
TOWN OF CASTLE ROCK PROJECT NO. SDP25-0006

FILE LOCATION: S:\24.1692.001 200 WOLFENSBERGER ROAD SDP\600 CAD\504 PLAN SETS\DEVELOPMENT PLAN\LS01.DWG



5 TRASH ENCLOSURE
1/4" = 1'-0"

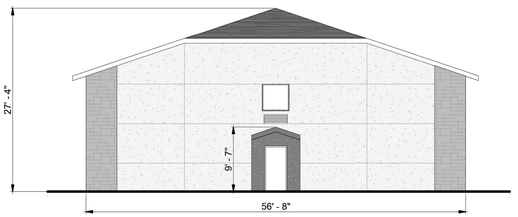




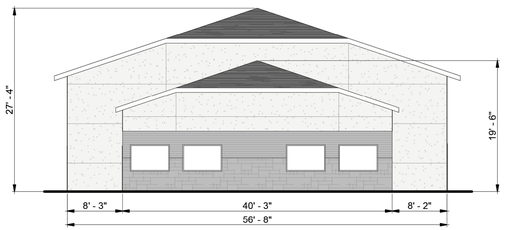
4 WEST ELEVATION
3/32" = 1'-0"







2 SOUTH ELEVATION
3/32" = 1'-0"



3 NORTH ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS (ALL ARE EXISTING TO REMAIN UNCHANGED)

- EXISTING STUCCO - WHITE
- EXISTING STUCCO - GREY
- EXISTING SIDING - GREY
- EXISTING STONE - GREY

NOTE: THE DESIGN OF THE EXTERIOR OF THE BUILDING IS NOT BEING MODIFIED AS PART OF THIS PROJECT





1 EAST ELEVATION
3/32" = 1'-0"

ARCHITECT:

enlight10architecture

CONSULTANTS:

CLIENT:

WELLSPRING community

PROJECT:

UNITY ON WOLFENSBERGER

200 E WOLFENSBERGER RD
CASTLE ROCK, CO 80109

STAMP:

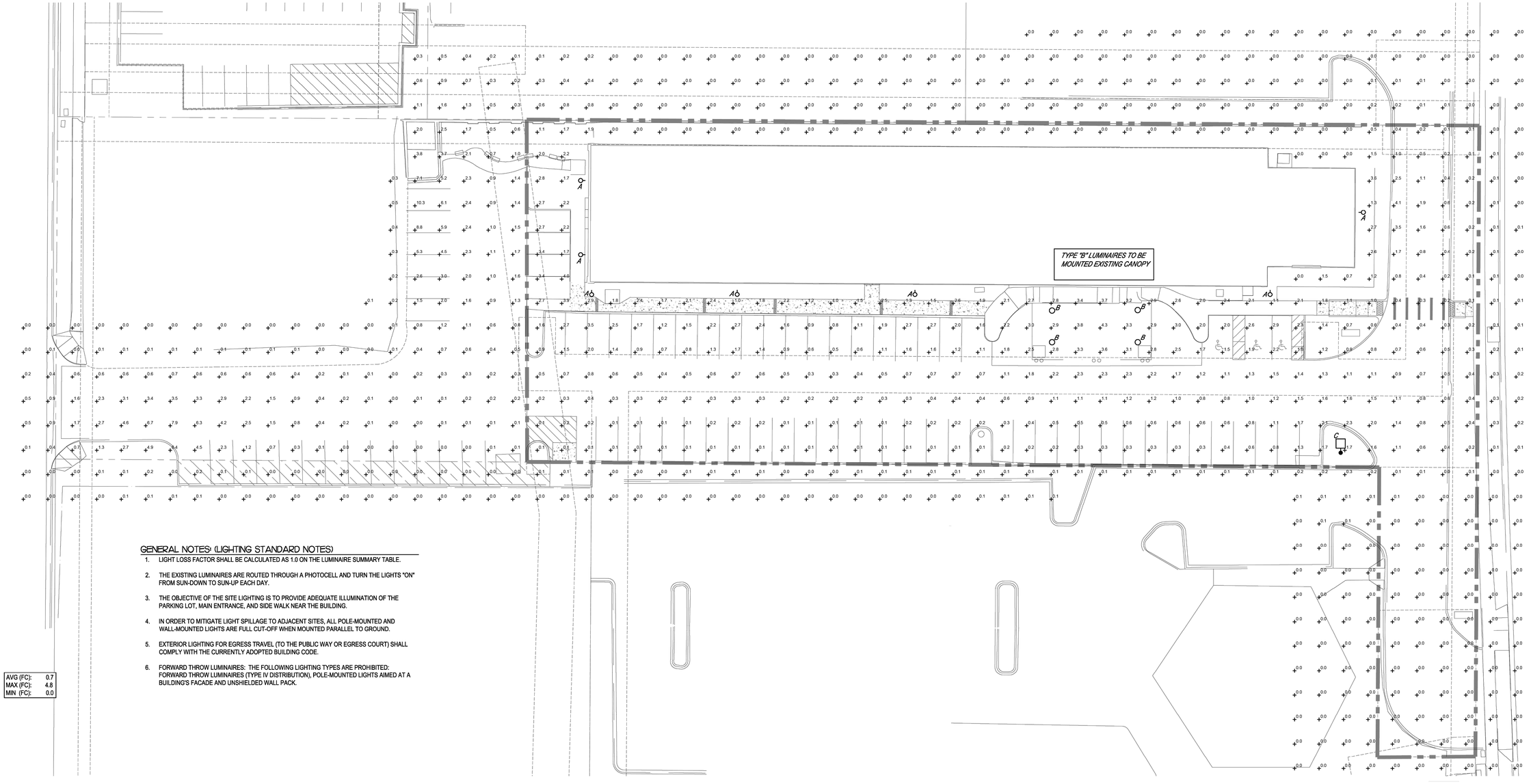
PROJECT NUMBER: 2401wc
INITIAL DATE: MAY 2024
DRAWN BY: SG

#	DESCRIPTION	DATE

EXTERIOR ELEVATIONS

A4.1

SDP25-0006 SHEET 8 OF 9



AVG (FC): 0.7
MAX (FC): 4.8
MIN (FC): 0.0

GENERAL NOTES: (LIGHTING STANDARD NOTES)

1. LIGHT LOSS FACTOR SHALL BE CALCULATED AS 1.0 ON THE LUMINAIRE SUMMARY TABLE.
2. THE EXISTING LUMINAIRES ARE ROUTED THROUGH A PHOTOCELL AND TURN THE LIGHTS "ON" FROM SUN-DOWN TO SUN-UP EACH DAY.
3. THE OBJECTIVE OF THE SITE LIGHTING IS TO PROVIDE ADEQUATE ILLUMINATION OF THE PARKING LOT, MAIN ENTRANCE, AND SIDE WALK NEAR THE BUILDING.
4. IN ORDER TO MITIGATE LIGHT SPILLAGE TO ADJACENT SITES, ALL POLE-MOUNTED AND WALL-MOUNTED LIGHTS ARE FULL CUT-OFF WHEN MOUNTED PARALLEL TO GROUND.
5. EXTERIOR LIGHTING FOR EGRESS TRAVEL (TO THE PUBLIC WAY OR EGRESS COURT) SHALL COMPLY WITH THE CURRENTLY ADOPTED BUILDING CODE.
6. FORWARD THROW LUMINAIRES: THE FOLLOWING LIGHTING TYPES ARE PROHIBITED: FORWARD THROW LUMINAIRES (TYPE IV DISTRIBUTION), POLE-MOUNTED LIGHTS AIMED AT A BUILDING'S FACADE AND UNSHIELDED WALL PACK.

SITE PHOTOMETRIC PLAN

SCALE: 1" = 20'-0"

10 5 0 10 20 40

Site Lighting Fixture Schedule

Luminaire ID/ Symbol	Manufacturer	Model	Catolog Number	Description	Full Cut Off (Y/N)	Distribution	Voltage	Dimming	Quantity	Mounting	Mounting Height	Lamps: Quantity	Type	Watts	Lumens	Color Temp/CRI	Light loss factor	Fixture Finish
A	GARDCO	N/A	PWS-C-A03-830-3	LED	Y	TYPE III	120	Y	7	WALL	15 FT	1	TYPE III	51	6231	3000K	1.0	BLK
B	GARDCO	N/A	SVPG-A02-830-5RD	LED	Y	TYPE V	120	Y	4	CANOPY	15 FT	1	TYPE V	36	3862	3000K	1.0	WHITE
C	GARDCO	N/A	ECF-S-32L-530-WW-G2-3-HIS	LED	Y	TYPE III	120	Y	1	POLE	20 FT	1	TYPE III	56	7055	3000K	1.0	BLK



ARCHITECT:

enlight10architecture

CONSULTANTS:

Columbine Engineering
7175 W Jefferson Ave. Suite 1000
Lakewood, CO 80235
720-536-5150

CLIENT:

PROJECT:

UNITY ON WOLFENSBERGER

200 E WOLFENSBERGER RD
CASTLE ROCK, CO 80109

STAMP:

PROJECT NUMBER: 20624023
INITIAL DATE: MAY 2024
DRAWN BY: CEI

#	DESCRIPTION	DATE
1	SDP RE-SUBMITTAL	06/26/2025
2	SDP RE-SUBMITTAL	08/28/2025

SITE
PHOTOMETRIC PLAN

ES.1

SDP25-0006 SHEET 9 OF 9

Neighborhood Meeting Summary

Application: Planned Development and Site Development Plans
Property Owner: Castle Oaks Evangelical Covenant Church Inc. and DCP Ward LLC
Meeting #: 1
Date/Time: Monday, February 12, 2024 (Adjourned at 5:15p.m.)
Meeting Location: Castle Oaks Church
Councilmember District: Mayor Pro Tem LaFleur

Applicant's Proposal:

Wellspring Housing is proposing to convert the existing 70-unit Quality Inn Hotel into a 50-unit "for sale" condominiums facility. This residential facility would become a neuro-inclusive housing option for adults with Intellectual and Development Disabilities.

Castle Oaks Covenant Church is proposing an expansion of its current facility at 826 Park Street to allow additional worship and classroom space for the church on the weekend and classroom space for Wellspring Community during the week.

As part of both of these proposed site changes, Castle Oaks Covenant Church and Wellspring Housing are looking to rezone both of these properties into a Planned Development in order to better align the zoning with the proposed uses.

Attendees

Applicant Representatives:
Nicole DeVries, Wellspring Community
Shaun Martin – Wellspring Community
Shaun Martin – Wellspring Community
Phil Vaughan – Castle Oaks Covenant Church
Jon Bonkoski – Castle Oaks Covenant Church
Chris Schneider – Wellspring Community and Castle Oaks Covenant Church
Mark Haverkate – Unity on Wolfensberger
Steve Greco – Enlight10 Architecture

Public Attendees:
In-person Attendees:
None

Online/Phone Attendees:
None

Town Staff Attendees:
BrieAnna Simon, Senior Planner, Town of Castle Rock

Presentation Description

Applicant's Presentation:

No presentation was made as there were no public attendees.

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

January 24, 2025

Ms. Nicole DeVries
Wellspring Community
826 Park Street, Unit 200
Castle Rock, CO 80109

RE: 826 Park Street Expansion/Unity on Wolfensberger – Traffic Generation Letter

Dear Ms. DeVries:

Matrix Design Group (Matrix) has prepared this letter to investigate the impact of the expansion of 826 Park Street and the changes in land use at 200 Wolfensberger Road (Unity on Wolfensberger) on the adjacent streets. Currently, a Quality Inn hotel with 70 rooms located at 200 Wolfensberger Road, and 13,660 square feet (sf) of gross floor area (GFA) at 826 Park Street is available for this site. The plan is to convert the hotel into 24 residential dwelling units. The hotel will be remodeled so that 12 units of the 24 units will be allocated to individuals with Intellectual and Developmental Disabilities (IDD), and the remainder will be 12 multi-family homes. In addition, Approximately 16,165 square feet of office space will be available at 200 Wolfensberger Road, accommodating 10 administration staff and 15 volunteers assisting the DDI individuals. All staff and volunteers are expected to arrive during the morning peak hour and depart during the evening peak hour. To account for the additional daily trips, it was assumed that 25 percent of the employees and volunteers will temporarily leave the office during the lunch hour.
The 826 Park Street, on the other hand, will be expanded to 27,000 sf. A 1,400 sf of the new expansion will be a patio which will not generate any additional traffic. As a result, Matrix compared the number of trips generated by this 25,600-sf development with what is currently in place. The new land use changes are expected to result in less daily traffic on the streets despite the expansion of 826 Park Street and changes in the land use of the 200 Wolfensberger Road.

Table 1 below compares the current amount of traffic generated by 826 Park Street and 200 Wolfensberger Road with what is expected to be generated due to changes in land use and expansion.

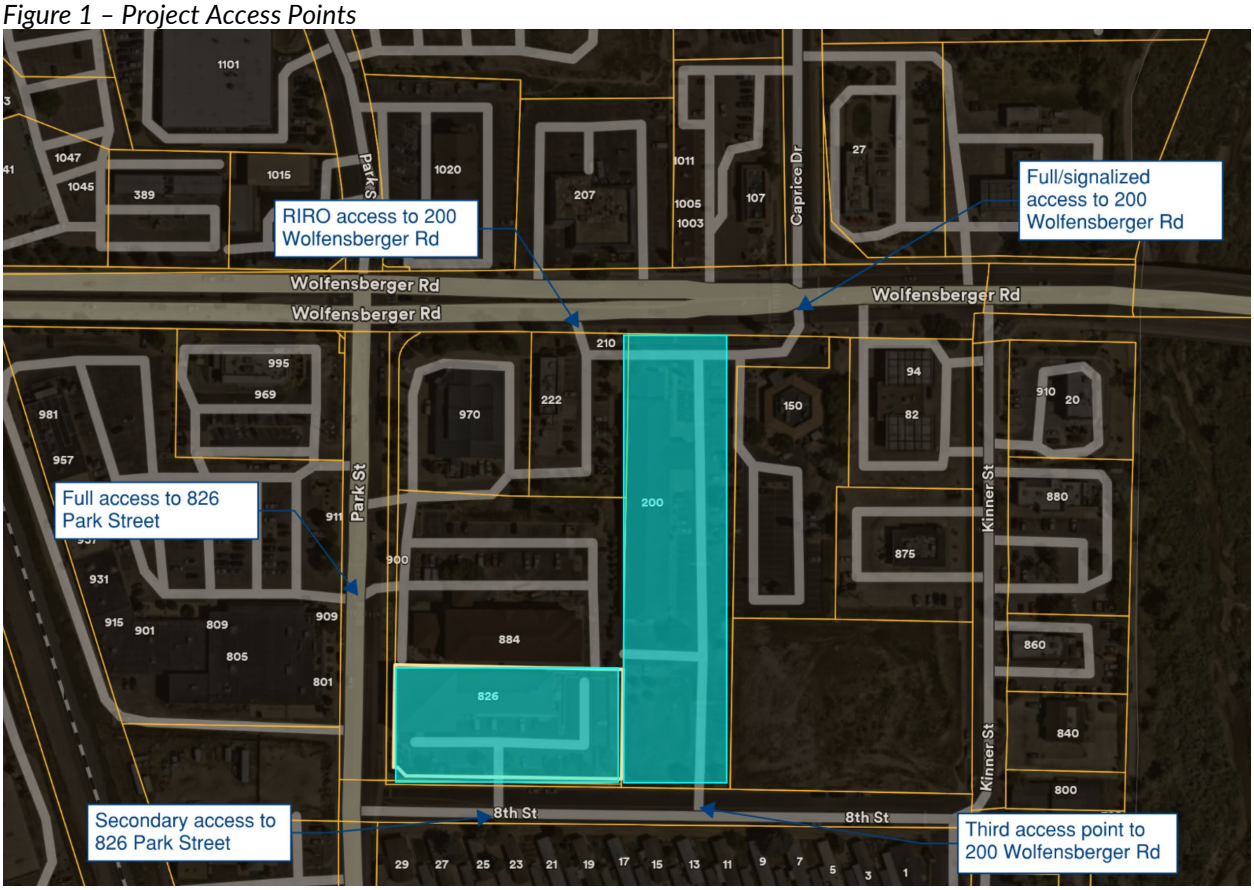
Table 1 – Trip Generation Comparison

Land Use - ITE Code	Address	Unit	Value	AM			PM			DAILY		
				IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
Existing Conditions												
310 - Hotel	200 Wolfensberger Road	Rooms	70	15	12	**27**	12	12	**24**	168	167	**335**
560 - Church	826 Park Street	1000 SF GFA	13.66	2	1	**3**	4	5	**9**	62	62	**124**
TOTAL				**17**	**13**	**30**	**16**	**17**	**33**	**230**	**229**	**459**
Planned												
253 - Congregate Care Facility	200 Wolfensberger Road	Dwelling Units	12	1	1	**2**	2	2	**4**	13	13	**26**
220 - Multi Family	200 Wolfensberger Road	Dwelling Units	12	6	20	**26**	16	10	**26**	76	76	**152**
Office	200 Wolfensberger Road	Employees	25	25	0	**25**	0	25	**25**	32	32	**64**
560 - Church	826 Park Street	1000 SF GFA	25.6	5	3	**8**	6	8	**14**	95	95	**190**
TOTAL				**37**	**24**	**61**	**24**	**45**	**69**	**216**	**216**	**432**
DIFFERENCE				**20**	**11**	**31**	**8**	**28**	**36**	**-14**	**-13**	**-27**

*1.4 ksf of the expanded 826 Park Street building will be a patio which will not generate new traffic.

As shown in Table 1, it is anticipated that the total number of daily trips to decrease by 27 trips. Although the number of trips during the AM and PM peak hours will slightly increase due to the new development, the changes will not have any adverse impact on the transportation network. As shown in Figure 1, below currently there are 5 access points for these two developments. The number of hourly trips will not increase by more than 5 vehicles per hour for the 826 Park Street, and not more than 31 vehicles per hour for the 200 Wolfensberger according to Table 1. Given there are three unique access points for the 200 Wolfensberger Road development, Matrix does not anticipate that any adverse traffic impacts will be observed due to planned changes. The new development will decrease the daily traffic volume on the adjacent street network; hence a traffic impact study is not required for this development.

Figure 1 – Project Access Points



If you have any questions, please feel free to contact me at scott.barnhart@matrixdesigngroup.com or at (719) 575-0100.

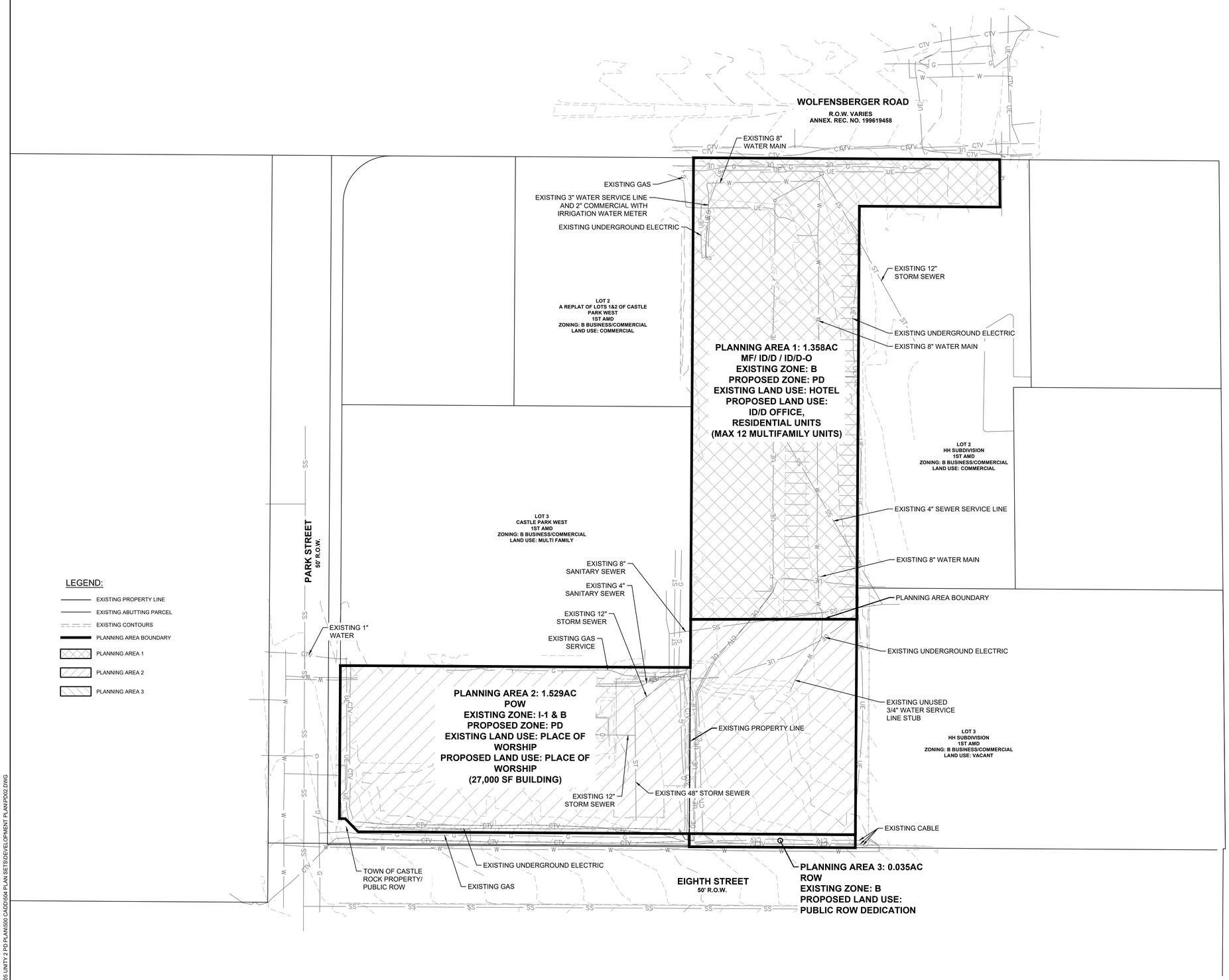
Thank you.

COLORADO LICENSED
SCOTT BARNHART
37447
PROFESSIONAL ENGINEER

Scott D. Barnhart, P.E., PTOE
Deputy Director of Transportation Services

01/24/2025

Attachment:
826 Park Street and 200 Wolfensberger Road Site Plan



FILE LOCATION: S:\24.1310.005 UNITY 2 PD PLAN\500 CADD\504 PLAN SETS\DEVELOPMENT PLAN\PD02.DWG

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

Matrix

2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX : (719) 575-0208

OWNER/DEVELOPER:

WELLSPRING COMMUNITY

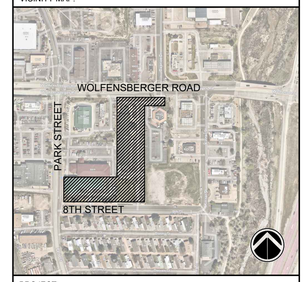
826 PARK STREET #200
CASTLE ROCK, CO 80109
(303) 660-1935

CASTLE OAKS COVENANT CHURCH

826 PARK STREET
CASTLE ROCK, CO 80109
(303) 688-4060

APPROVAL:

VICINITY MAP:



PROJECT:

826 PARK ST. EXPANSION AND
200 WOLFENSBERGER ROAD
PLANNED DEVELOPMENT PLAN
TOWN OF CASTLE ROCK
JANUARY 22, 2025

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY
1	12/12/2024	REVISED PER TOWN REVIEW COMMENTS	KM
2	01/22/2025	REVISED PER TOWN REVIEW COMMENTS	RAF

DRAWING INFORMATION:

PROJECT NO:	24.1310.005
DRAWN BY:	WCG
CHECKED BY:	JS
APPROVED BY:	RAF
SHEET TITLE:	

PD PLAN

PD02

SHEET 02 OF 03

826 PARK STREET EXPANSION AND 200 WOLFENSBERGER ROAD
PLANNED DEVELOPMENT PLAN & ZONING REGULATIONS
TOWN OF CASTLE ROCK PROJECT NO.: PDP24-0004

UNITY ON WOLFENSBERGER MULTI-FAMILY

SITE DEVELOPMENT PLAN

TOWN COUNCIL
DECEMBER 2, 2025

TOWN OF CASTLE ROCK COLORADO

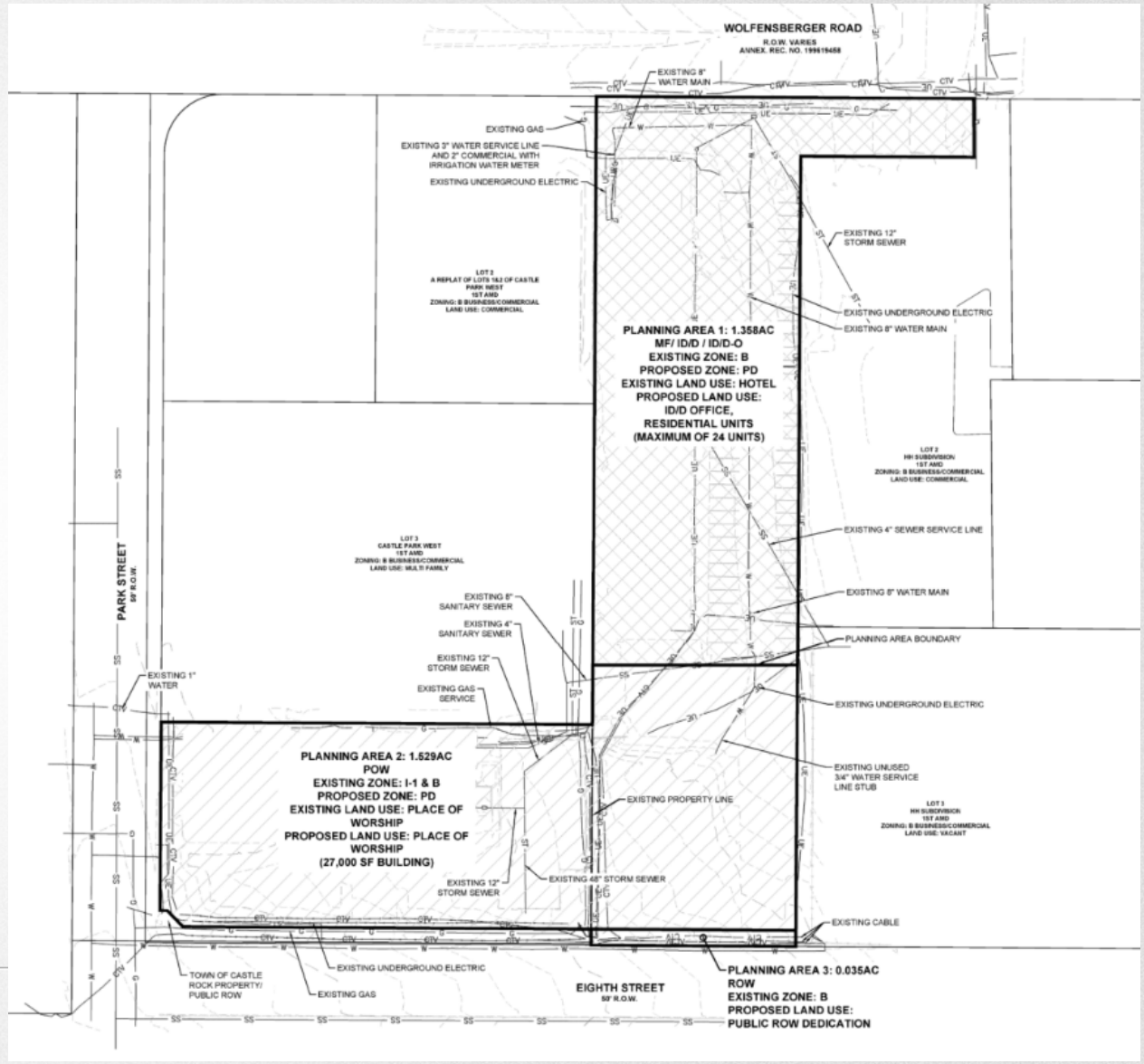
VICINITY MAP

- 1.36 acres
- South of Wolfensberger Road
- East of Park Street
- Location of previous Quality Inn



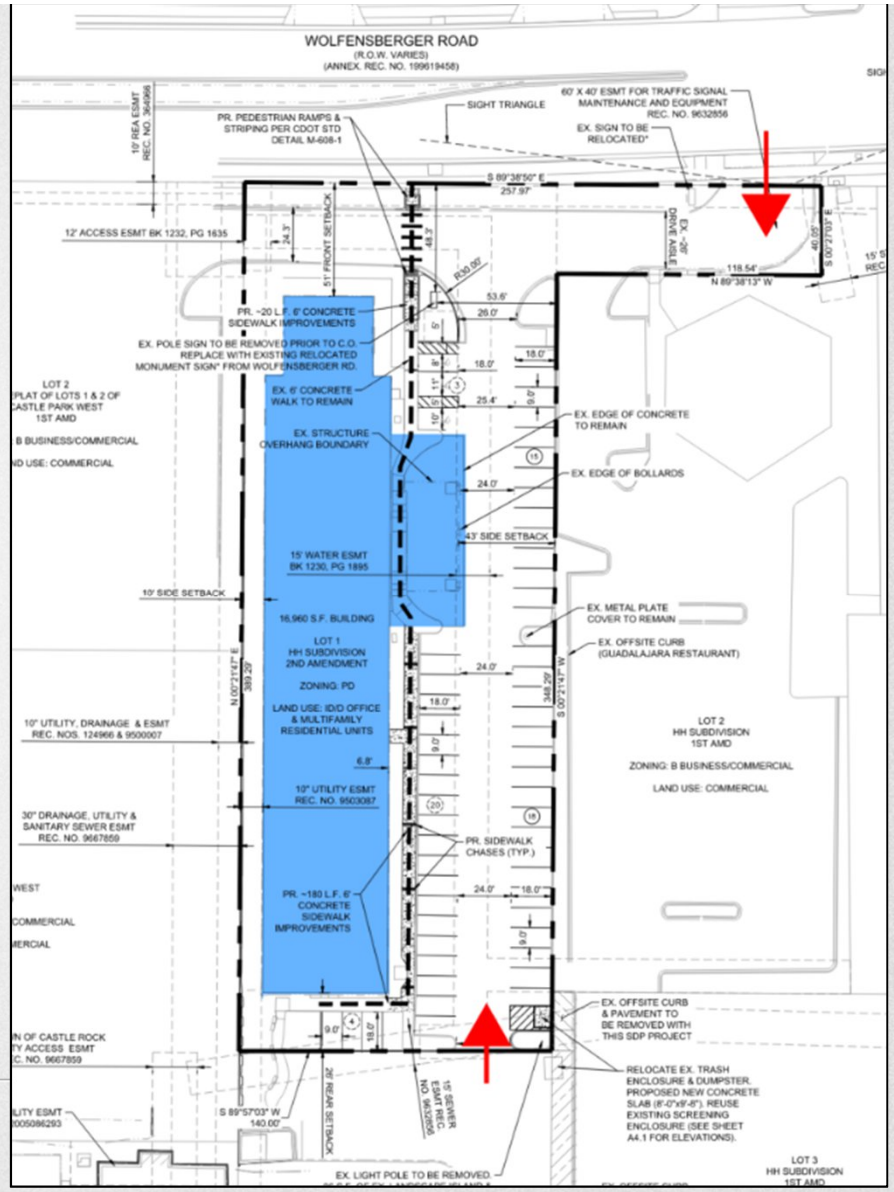
ZONING

- Zoned in 2025 as 826 Park Street Expansion & 200 Wolfensberger Road PD
- Allowed uses include
  - ID/D Office and Residential & ID/D Residential Units (max of 24)



SITE DEVELOPMENT PLAN

- Previously Quality Inn hotel with 70 rooms
- Existing building is 2 stories, with a building height of 28 ft
- 31,414 square foot building
- Main floor include Wellspring Community offices and day programs
- Hotel rooms renovated into 24 residential dwelling units
- Parking on-site in existing surface lot



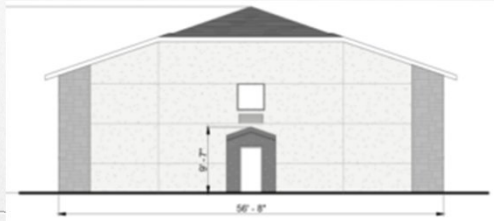
SITE DEVELOPMENT PLAN



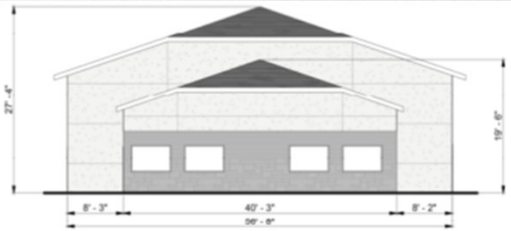
1 EAST ELEVATION



WEST ELEVATION



2 SOUTH ELEVATION



3 NORTH ELEVATION

COMMUNITY OUTREACH AND FEEDBACK

Outreach Efforts

- 1 neighborhood meetings was held
- Properties within 500 feet are mailed notices, public hearing signs are posted, meeting notices on Town webpage

Neighborhood Meetings		
Date	Format	Attendance
February 12, 2025	Hybrid	0

SITE DEVELOPMENT PLAN

Municipal Code Title 17.38.040

A. Community Vision / Land Use Entitlements
B. Site Layout
C. Circulation and Connectivity
D. Service, Phasing and Off-Site Impacts
E. Open Space, Public Lands and Recreation Amenities

STAFF ANALYSIS

Staff finds that the proposed Site Development Plan complies with:

- Town of Castle Rock Vision and Comprehensive Master Plan
- 826 Park Street Expansion & 200 Wolfensberger Road PDP and Zoning Regulations
- Town of Castle Rock Municipal Code, Title 17.38: Site Development Plan

RECOMMENDATION

Planning Commission recommend approval with a 5-0 vote of the Unity on Wolfensberger Multi-Family Facility to Town Council.

PROPOSED MOTION

Approval:

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

ALTERNATIVE MOTIONS

Approval with Conditions

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

Continue item to next hearing (need more information to make decision)

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

QUESTIONS & DISCUSSION



Unity on Wolfensberger

200 Wolfensberger Road

Site Development Plan (SDP)

WELLSPRING COMMUNITY

Matrix

Wellspring's Mission

To create a community where adults with I/DD are empowered to live full, productive and satisfying lives in a welcoming environment.



WELLSPRING COMMUNITY

Wellspring's Programming



WELLSPRING COMMUNITY

Day Program

Work Opportunities

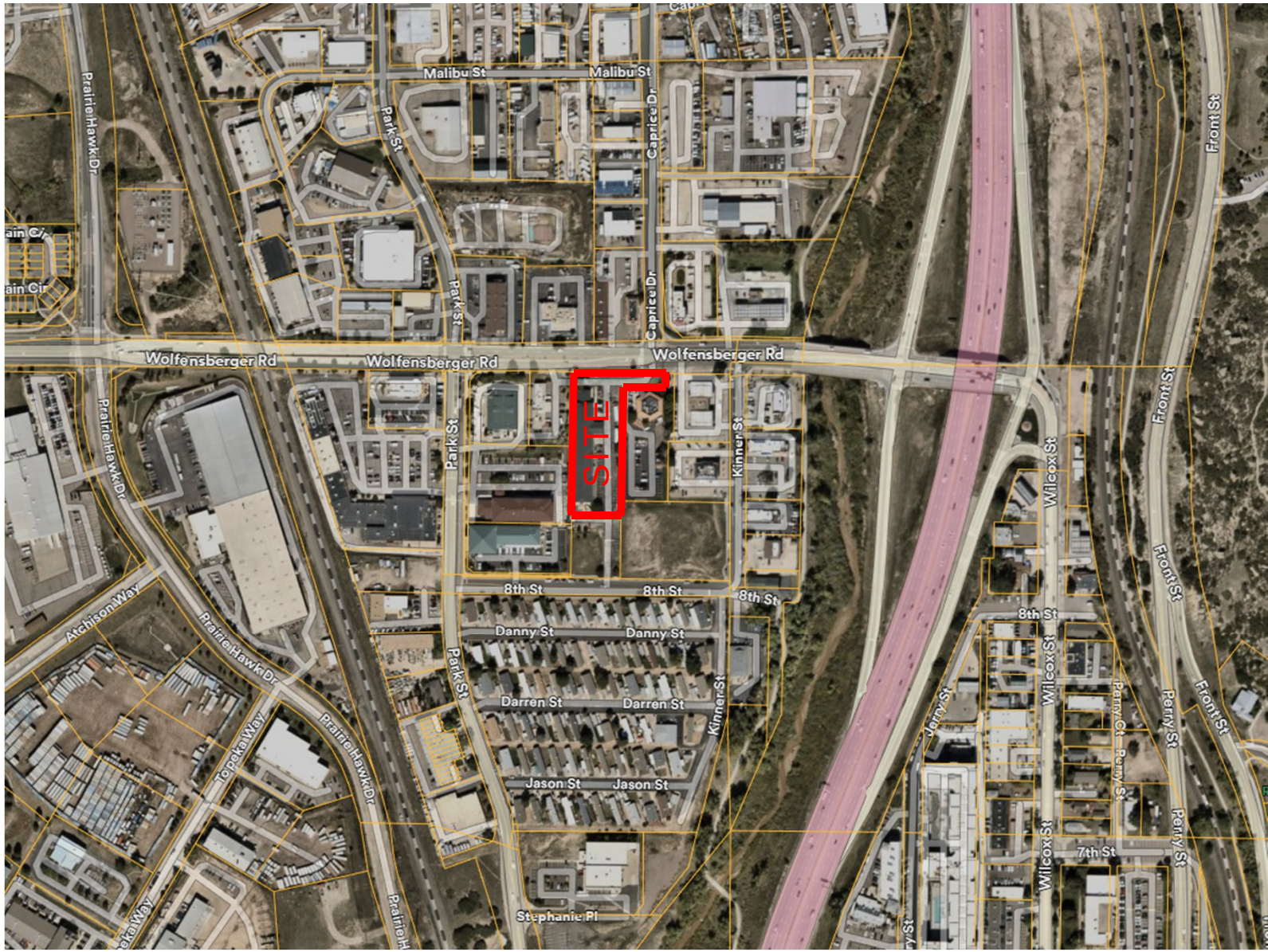
Residential Services

Unity on Wolfensberger-

Double our residential capacity

Grow our work and day program by 50%

Vicinity Map



WELLSPRING COMMUNITY

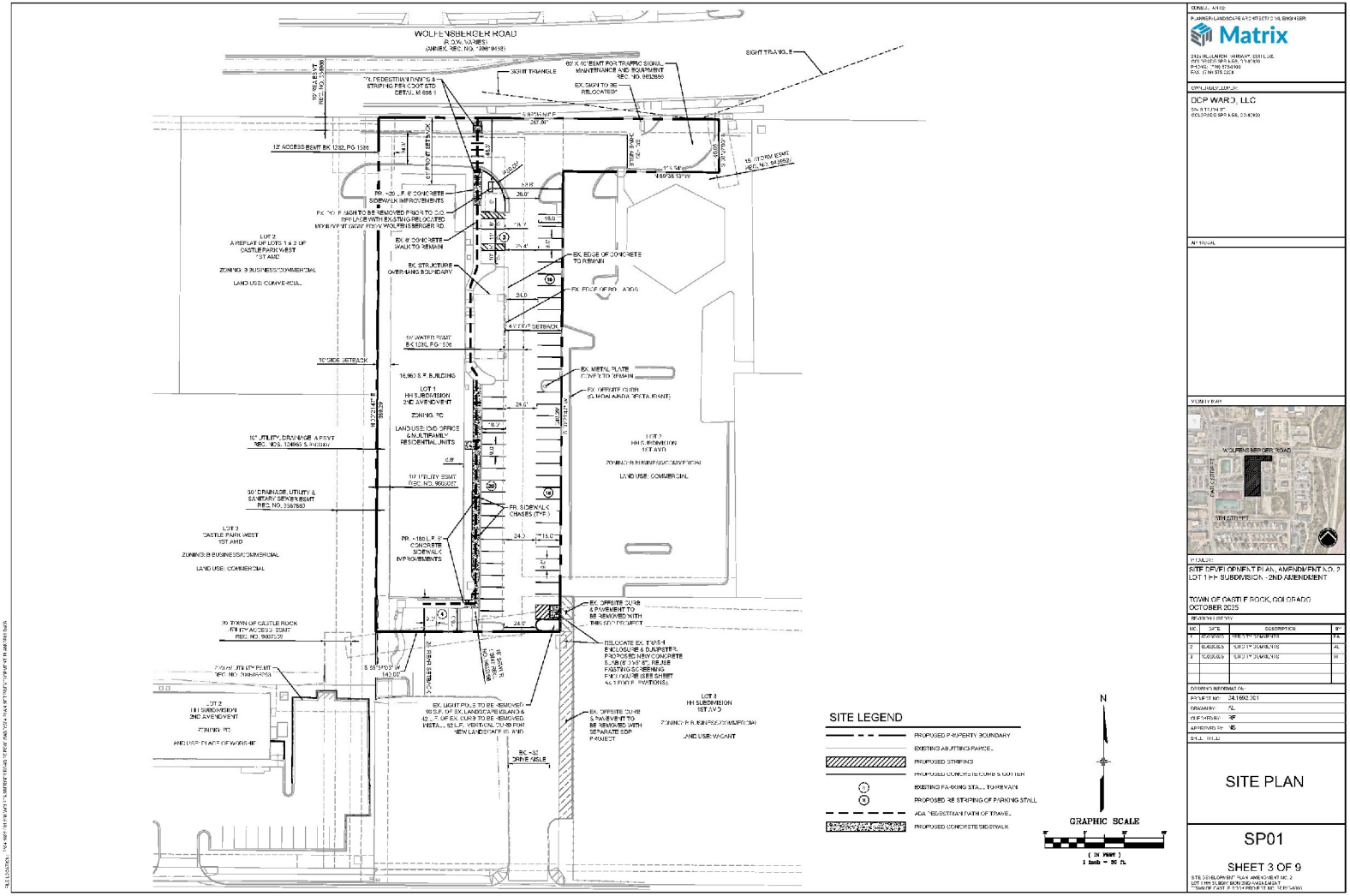
Unity on Wolfensberger (200 Wolfensberger Road)

- 24 Residential condos- at least 14 for adults with IDD
- Dedicated Classroom Space - 4 total
- Larger and onsite Art Studio
- 3 additional Work Opportunities Spaces
- Office Space for all Wellspring personnel
- Ability to double the number of participants in our program, as we have 135 on a waitlist

WELLSPRING COMMUNITY

Site Development Plan (SDP)

- Adding sidewalk along the existing building
- Adding a sidewalk connection to Wolfensberger Road
- Restriping the parking lot
- Relocating the dumpster enclosure on to the Unity property
- Bring Landscape/ Irrigation up to current code



Questions ?



WELLSPRING COMMUNITY

Matrix

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 12. **File #:** ORD 2025-039

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Michael J. Hyman, Town Attorney
Trish Muller, CPA Finance Director

Ordinance Concerning the Financing of the Acquisition and Construction of a Fire Station Facility with Associated Amenities and Supporting Public Improvements, and in Connection Therewith Authorizing the Execution and Delivery by the Town of a Site Lease Agreement, a Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto (First Reading)

Executive Summary

The proposed ordinance approves the parameters of the tax-exempt lease-backed financing for the construction of Fire Station 156 and the Castle Rock Fire and Rescue Department (CRFRD) Logistics Center (collectively, the "Fire Station 156 Facility Project").

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

On September 3, 2024, the Town Council voted unanimously to adopt Resolution 2024-097 approving a services agreement with RS&H, Inc., for architectural design and engineering services related to the Fire Station 156 Facility Project.

Discussion

The proposed ordinance sets forth the parameters of a tax-exempt lease-backed structure for financing the costs associated with the acquisition and construction of the Fire Station 156 Facility Project. The Town, as lessor, will enter into a Site Lease Agreement (the "Site Lease") with the Trustee, UMB Bank, as lessee, whereby the Town will lease the Leased Property to the Trustee. In turn, the Trustee, as lessor, will enter into a Lease Purchase Agreement (the "Lease") with the Town, as lessee, whereby the Trustee will lease the Leased Property, inclusive of all improvements to be constructed thereon, back to the Town.

The Trustee will execute and deliver an Indenture of Trust, pursuant to which the Trustee will issue certain certificates of participation (the "2025 Certificates") evidencing proportionate interests in the right to receive rentals under the Lease (the "Base Rentals"). The Trustee will then enter into a

Certificate Purchase Agreement with the Underwriter, Stifel, Nicolaus & Company, who will offer the 2025 Certificates for sale to the public. The net proceeds from the sale of the 2025 Certificates shall be used by the Town to finance the Fire Station 156 Facility Project.

Per the ordinance, the Town Council is electing to the apply the provisions of the Supplemental Public Securities Act, Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act"), to this transaction. Pursuant to the Supplemental Act, the Town Council is delegating to the Town Manager and Finance Director the authority to approve the final terms of the financing, subject to the following parameters:

(a) the Site Lease termination date shall be no later than December 31, 2065;

(b) the Lease term shall not extend beyond December 31, 2056;

(c) the aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed $8,300,000;

(d) the maximum annual repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed $725,000;

(e) the maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed $17,000,000;

(f) the Lease shall be subject to prepayment at the option of the Town, without penalty, no later than December 1, 2036; and

(g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2025 Certificates shall not exceed 5.25%.

In addition, the ordinance authorizes the execution and delivery of the following documents in relation to the financing:

(a) the Site Lease Agreement;

(b) the Lease Purchase Agreement;

(c) the Continuing Disclosure Certificate;

(d) the Preliminary Official Statement; and

(e) the Certificate Purchase Agreement.

The ordinance further approves the form of the above documents, subject to such revisions as deemed necessary or appropriate by the Town Manager, in consultation with the Town Attorney. The Town Manager and the Finance Director are independently authorized to deem the Preliminary Official Statement as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

It should be noted that nothing in the ordinance either creates or constitutes a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter provision, or a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year. Accordingly, the Town is not obligated to make any payments under the Lease beyond those budgeted and appropriated by the Town Council for the Town's then current fiscal year.

Budget Impact

The Town will be utilizing lease-backed financing to finance a maximum of $8,300,000 of costs for the construction of the sports development center and associated public infrastructure. The maximum total repayment amount will not exceed $17,000,000, while the maximum annual repayment amount will not exceed $725,000.

Staff Recommendation

Town staff recommends that the Town Council adopt the ordinance.

Proposed Motion

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

Attachments

Attachment A - Ordinance
Attachment B - Site Lease
Attachment C - Lease
Attachment D - Indenture
Attachment E - Certificate Purchase Agreement
Attachment F - 2025 Final Official Statement for the Castle Rock Sports Center Project (serving as the form of the Preliminary Official Statement for the Fire Station 156 Project Certificates)
Attachment G - Continuing Disclosure Certificate
Attachment H - Presentation

ORDINANCE NO. 2025-039

AN ORDINANCE CONCERNING THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF A FIRE STATION FACILITY WITH ASSOCIATED AMENITIES AND SUPPORTING PUBLIC IMPROVEMENTS, AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN OF A SITE LEASE AGREEMENT, A LEASE PURCHASE AGREEMENT, AND OTHER DOCUMENTS RELATED THERETO; AND PROVIDING OTHER MATTERS RELATED THERETO

WHEREAS, the Town of Castle Rock, Colorado (the "Town"), is a duly organized and existing home rule municipality of the State of Colorado (the "State"), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the Town (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, pursuant to the Charter and Article XX of the State Constitution, the Town is authorized to enter into leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, the Council hereby determines that it is in the best interest of the Town and its inhabitants to finance the acquisition, construction, installation, equipping and improvement of a fire station facility with associated amenities and supporting public improvements needed or desired in connection therewith (collectively, the "Project"); and

WHEREAS, the Council hereby determines that it is in the best interests of the Town and its inhabitants to finance the Project by entering into a lease financing as hereinafter provided; and

WHEREAS, the Town hereby determines that the leased property under the Site Lease (hereinafter defined) and the Lease (hereinafter defined) will consist of the real property where the recreation center will be constructed and the buildings and improvements located thereon (as more particularly described in Exhibit A to the Site Lease and the Lease, the "Leased Property"); and

WHEREAS, the Council has determined and hereby determines that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering into a Site Lease Agreement between the Town, as lessor, and UMB Bank, n.a. (the "Trustee"), acting solely in its capacity of trustee, as lessee (the "Site Lease"), pursuant to which the Town will lease the Leased Property to the Trustee, and a Lease Purchase Agreement between the Trustee, as lessor, and the Town, as lessee (the "Lease"), pursuant to which the Trustee will lease the Leased Property back to the Town; and

WHEREAS, pursuant to the Lease, and subject to the right of the Town to terminate the Lease and other limitations as therein provided, the Town will pay certain Base Rentals and

Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the Town to use the Leased Property; and

WHEREAS, the Town's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the Town; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered certain certificates of participation (the "Certificates") dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) under the Lease, shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Certificates will be executed and delivered pursuant to the Indenture and a Certificate Purchase Agreement between the Trustee and Stifel, Nicolaus & Company, Incorporated, as purchaser of the Certificates (the "Purchase Agreement"), which Purchase Agreement will be acknowledged by the Town; and

WHEREAS, the net proceeds of the Certificates, together with other available money of the Town, will be used to finance the Project; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the "Supplemental Act"), provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, there has been presented to the Council and are on file with the Town Clerk of the Town (the "Town Clerk") the following: (i) the proposed form of the Site Lease; (ii) the proposed form of the Lease; (iii) the proposed form of the Continuing Disclosure Certificate to be executed by the Town in connection with the execution and delivery of the Certificates (the "Disclosure Certificate"); (iv) the Official Statement delivered by the Town in connection with execution and delivery of its Certificates of Participation, Series 2025, which shall serve as the form of the Preliminary Official Statement relating to the Certificates (the "Preliminary Official Statement"); and (v) the form of Purchase Agreement; each of which is approved by this Ordinance with such changes as are approved by the Town Manager of the Town (the "Town Manager") or the Finance Director of the Town (the "Finance Director"), upon consultation with the Town Attorney; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

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

Section 1. **Ratification and Approval of Prior Actions**. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the Town relating to the Site Lease, the Lease, the implementation of the Project, and the sale, execution and delivery of the Certificates is hereby ratified, approved and confirmed.

Section 2. **Finding of Best Interests**. The Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the Charter, that undertaking and implementing the Project and financing the costs thereof pursuant to the terms set forth in the Site Lease and the Lease are necessary, convenient, and in furtherance of the Town's purposes and are in the best interests of the inhabitants of the Town and the Council hereby authorizes and approves the same.

Section 3. **Supplemental Act Election; Parameters**. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to the Town Manager or the Finance Director the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease and the rental amount to be payable by the Town pursuant to the Lease, subject to the following parameters and restrictions:

(a) the Site Lease Termination Date shall be no later than December 31, 2065;

(b) the Lease Term shall not extend beyond December 31, 2055;

(c) the aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed $8,300,000;

(d) the maximum annual repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed $725,000;

(e) the maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed $17,000,000;

(f) the Lease shall be subject to prepayment at the option of the Town, without penalty, no later than December 1, 2036; and

(g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 5.25%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the Mayor, the Town Manager or the Finance Director the independent authority to sign the Certificate Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Council and on file with the Town and as approved as to form by the Town Attorney; provided that the Certificate Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the Town Manager or the Finance Director is independently authorized to determine if obtaining an insurance policy for all or a portion of the Certificates is in the best interests of the Town, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment; provided that any such commitment, documents or agreements are first approved as to form by the Town Attorney. The Town Manager or the Finance Director is independently authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the Town, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment; provided that any such documents or agreements are first approved as to form by the Town Attorney.

The delegation set forth in this Section 4 shall be effective for one year following the date hereof.

The Council hereby agrees and acknowledges that the net proceeds of the Certificates, together with other available money of the Town, will be used to finance the Project.

Section 4. **Approval of Documents**. The Site Lease, the Lease, the Disclosure Certificate, the Preliminary Official Statement, and the Purchase Agreement in substantially the forms presented to the Council and on file with the Town Clerk, are in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed for and on behalf of the Town to execute and deliver the Site Lease, the Lease, and the Disclosure Certificate in substantially the forms and with substantially the same contents as on file with the Town Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the Town Manager, in consultation with the Town Attorney, in order to carry out the purposes of this ordinance and to comply with the terms of the Sale Certificate. The execution of the Site Lease, the Lease, and the Disclosure Certificate by the Mayor shall be conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

Section 5. **Approval of Official Statement**. The Town Manager and the Finance Director are hereby independently authorized to deem the Preliminary Official Statement, in substantially the form of the Official Statement delivered by the Town in connection with the execution and delivery of its Certificates of Participation, Series 2025, with such changes as are approved by the Finance Director or the Town Manager, as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. A final Official Statement, in substantially the form of the Preliminary Official Statement, is in all respects approved and authorized. The Town Manager or the Finance Director is independently authorized and directed to execute and deliver the final Official Statement, for and on behalf of the Town, in substantially the form and with substantially

the same content as the Preliminary Official Statement, provided that such document may be completed, corrected, or revised as deemed necessary or appropriate by the Town Manager, the Finance Director, or the Town Attorney of the Town. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved, and authorized.

Section 6. **Authorization to Execute Collateral Documents**. The Town Clerk is hereby authorized and directed to attest all signatures and acts of any official of the Town in connection with the matters authorized by this Ordinance and to place the seal of the Town on any document authorized and approved by this Ordinance. The Mayor, the Town Clerk, the Town Manager, the Finance Director and other appropriate employees and officials of the Town are hereby authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance; provided that any such certificate, document, instrument or other paper is first approved as to form by the Town Attorney. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the aforementioned officials or employees of the Town or members of the Council shall be conclusive evidence of the approval by the Council of such document or instrument in accordance with the terms hereof and thereof.

The Mayor, the Town Clerk, the Town Manager, the Finance Director and all other employees and officials of the Town that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. **No General Obligation Debt**. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the Certificates, the Disclosure Certificate, the Certificate Purchase Agreement, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year. The Town shall have no obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by

the Town in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the Town in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the Certificates shall directly or indirectly obligate the Town to make any payments beyond those budgeted and appropriated for the Town's then current fiscal year.

Section 8. **Reasonableness of Rentals**. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the Town has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the Town from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 9. **Town Representatives**. The Council hereby authorizes each of the Town Manager, the Finance Director and the Town Attorney to act as Town Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the Mayor, as further provided in the Lease.

Section 10. **No Recourse against Officers and Agents**. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Council or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the Certificates specifically waives any such recourse.

Section 11. **Repealer**. All bylaws, orders, resolutions and ordinances of the Town, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the Town, or part thereof, heretofore repealed.

Section 12. **Severability**. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or

unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 13. **Charter Controls**. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 14. **Effective Date**. Pursuant to Section 7-3 of the Charter and 2.02.100 of the Municipal Code of the Town, this ordinance is effective 30 days following its adoption on second reading.

Section 15. **Safety Clause**. The Council finds and declares that this Ordinance is promulgated and adopted for the public peace, health or safety and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 16. **Disposition of Ordinance**. This Ordinance, as adopted by the Council, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor or Mayor Pro Tem, and Town Clerk, and by the certificate of publication.

APPROVED ON FIRST READING this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND READING this 16th day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against as required by Section 2.02.100 of the Castle Rock Municipal Code.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Trish Muller, CPA, Finance Director

STATE OF COLORADO)
)
COUNTY OF DOUGLAS) SS.
)
TOWN OF CASTLE ROCK)

I, Lisa Anderson, the duly appointed, qualified and acting Town Clerk of the Town of Castle Rock, Colorado (the "Town") do hereby certify that:

1. The foregoing pages are a true, correct, and complete copy of an ordinance adopted by the Town Council (the "Council") of the Town (i) on first reading at a regular meeting of the Council held at the Town Hall on December 2, 2025, and (ii) on second and final reading at a regular meeting of the Council held at the Town Hall on December 16, 2025.

2. The ordinance has been signed by the Mayor, sealed with the corporate seal of the Town, attested by me as Town Clerk, and duly recorded in the books of the Town; and that the same remains of record in the book of records of the Town.

3. The passage of the ordinance on first reading was duly moved and seconded and the ordinance was passed on first reading by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Jason Gray, Mayor				
Laura Cavey, Mayor Pro Tem				
Ryan Hollingshead				
Kevin Bracken				
Mark Davis				
Max Brooks				
Tim Dietz				

4. The passage of the ordinance on second and final reading was duly moved and seconded and the ordinance was passed on second and final reading by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Jason Gray, Mayor				
Laura Cavey, Mayor Pro Tem				
Ryan Hollingshead				
Kevin Bracken				
Mark Davis				
Max Brooks				
Tim Dietz				

5. Notice of the regular meetings of December 2, 2025, and December 16, 2025, in the form attached hereto as **Exhibit A**, were posted and published prior to first reading pursuant to Section 2.02.100.C of the Municipal Code.

6. Prior to adoption on first reading, the Ordinance was posted on the Town's website (www.CRgov.com) on _____ __, 2025, at _____, which is not later than 12:00 p.m., five (5) calendar days prior to the meeting of December 2, 2025, along with a notice containing the title of the ordinance; a brief summary of the subject matter of the ordinance; where the ordinance can be inspected; The full text of the proposed ordinance; and the date, time and place of the meeting at which the ordinance will be considered and public comment taken.

7. Following adoption after first reading and second reading and final adoption, the Ordinance was posted on the Town's website on _____ __, 2025, at _____, along with a notice containing a summary of the subject matter of the ordinance and identifying the location where the ordinance is available for public inspection. Such post-adoption notice shall be posted no later than five (5) business days after adoption and remain posted for thirty (30) days post-adoptionwhich date is not later than five (5) business days after adoption, and such ordinance shall remain posted for thirty (30) days post adoption.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this _____ day of _____, 2025.

_____

Town Clerk

(SEAL)

EXHIBIT A

(Attach Notice of Meetings – December 2, 2025, and December 16, 2025)

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Kimberley K. Crawford, Esq.

SITE LEASE AGREEMENT

DATED FEBRUARY 3, 2026

BETWEEN

TOWN OF CASTLE ROCK, COLORADO,
AS LESSOR

AND

UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE,
AS LESSEE

This SITE LEASE AGREEMENT, dated February 3, 2026 (this "Site Lease"), is by and between the Town of Castle Rock, Colorado, a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Colorado (the "Town"), as lessor, and UMB Bank, n.a., Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessee.

PREFACE

Unless the context otherwise requires, capitalized terms used herein have the meanings ascribed to them herein and in the Lease Purchase Agreement, dated February 3, 2026 (the "Lease"), between the Trustee, as lessor, and the Town, as lessee.

RECITALS

1. The Town has been duly organized and is validly existing as a home rule municipality and municipal corporation under the Constitution of the State of Colorado and the home rule charter of the Town (the "Charter").

2. Pursuant to Article XX, Section 6 of the Colorado Constitution and the Charter, the Town is authorized to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes.

3. The Town Council has determined that it is in the best interests of the Town and its inhabitants to finance the acquisition, construction, installation, equipping and improvement of a fire station facility with associated amenities and supporting public improvements needed or desired in connection therewith (collectively, the "Project").

4. The Town Council has determined that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering into this Site Lease and the Lease.

5. The Town owns, in fee title, the real property and the buildings and improvements located thereon (as more particularly described in Exhibit A attached hereto, the "Leased Property").

6. To finance the Project, the Trustee will acquire a leasehold interest in the Leased Property by leasing the Leased Property from the Town pursuant to this Site Lease and will lease the Leased Property back to the Town pursuant to the Lease.

7. Contemporaneously with the execution and delivery of this Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered certain certificates of participation (the "Certificates") that will be dated as of their date of delivery, will evidence proportionate interests in the right to receive Base Rentals and other Revenues (as defined in the Lease), will be payable solely from the sources therein provided, and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

8. The net proceeds from the sale of the Certificates, together with other available money of the Town, will be used to finance the Project and pay the Costs of Execution and Delivery of the Certificates.

9. The Trustee and the Town intend that this Site Lease set forth their entire understanding and agreement regarding the terms and conditions upon which the Trustee is leasing the Leased Property from the Town.

10. The Town is entering into this Site Lease with the Trustee as material consideration for the Trustee's agreement to lease the Leased Property to the Town pursuant to the Lease. The Trustee will prepay in full its rental payments due under this Site Lease which rental payments shall be used by the Town to effect the Project, all pursuant to this Site Lease, the Lease and the Indenture.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Site Lease and Terms. The Town hereby demises and leases to the Trustee and the Trustee hereby leases from the Town, on the terms and conditions hereinafter set forth, the Leased Property, subject to Permitted Encumbrances as described in Exhibit B hereto.

The term of this Site Lease (the "Site Lease Term") shall commence on the date hereof and shall end on December 31, 20[__] (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If, prior to the Site Lease Termination Date, the Trustee has transferred and conveyed the Trustee's leasehold interest in all of the Leased Property pursuant to Article 12 of the Lease as a result of the Town's payment of (a) the applicable Purchase Option Price thereunder; or (b) all Base Rentals and Additional Rentals, all as further provided in Section 12.2 of the Lease, then the term of this Site Lease shall end in connection with such transfer and conveyance.

In the event that the Lease is terminated and this Site Lease remains in effect, and the Trustee exercises its remedies pursuant to this Site Lease and the Indenture, then the term of this Site Lease shall end when the outstanding remaining principal amount of the Certificates, plus accrued interest thereon, have been paid or provision has been made for such payment, provided that in the event that the payment of such Certificates has been made from a sale or assignment of the Trustee's leasehold interest herein, then this Site Lease shall remain in effect in accordance with the terms and provisions of any such sublease or assignment. Notwithstanding the foregoing or any provision to the contrary contained herein or in the Indenture, the term of any sublease of the Leased Property or any portion thereof, or any assignment of the Trustee's interest in this Site Lease, pursuant to Section 5 hereof, the Lease and the Indenture, shall not extend beyond December 31, 20[__].

At the end of the term of this Site Lease, all right, title and interest of the Trustee, or any sublessee or assignee, in and to the Leased Property, shall terminate. Upon such termination, the Trustee and any sublessee or assignee shall execute and deliver to the Town any necessary documents releasing, assigning, transferring and conveying the Trustee's, sublessee's or assignee's respective interests in the Leased Property.

Section 2. Rental. The Trustee has paid to the Town and the Town hereby acknowledges receipt from the Trustee as and for rental hereunder, paid in advance, the sum of $[____], as and for all rent due hereunder, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged. The Town hereby determines that such amount is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of this Site Lease.

Section 3. Purpose. The Trustee shall use the Leased Property solely for the purpose of leasing the Leased Property back to the Town pursuant to the Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Lease Default and the termination of the Lease, the Town shall vacate the Leased Property, as provided in the Lease, and the Trustee may exercise the remedies provided in this Site Lease, the Lease and the Indenture.

Section 4. Owner in Fee. The Town represents that (a) it is the owner in fee of the Leased Property, subject only to Permitted Encumbrances as described in Exhibit B hereto, and (b) the Permitted Encumbrances do not and shall not interfere in any material way with the Leased Property. The Trustee acknowledges that it is only obtaining a leasehold interest in the Leased Property pursuant to this Site Lease.

Section 5. Sales, Assignments and Subleases. Unless an Event of Nonappropriation or an Event of Lease Default shall have occurred and be continuing and except as may otherwise be provided in the Lease, the Trustee may not sell or assign its rights and interests under this Site Lease or sublet all or any portion of the Leased Property without the prior written consent of the Town. Any such assignment without the Town's prior written consent shall be deemed null and void and of no effect.

In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Trustee may sublease the Leased Property or any portion thereof, or sell or assign the Trustee's leasehold interests in the Leased Property, pursuant to the terms of the Lease and the Indenture, and any purchasers from or sublessees or assignees of the Trustee may sell or assign its respective interests in the Leased Property, subject to the terms of this Site Lease, the Lease, and the Indenture. The Town and the Trustee (or any purchasers from or assignees or sublessees of the Trustee) agree that, except as permitted by this Site Lease, the Lease, and the Indenture and except for Permitted Encumbrances (including purchase options under the Lease), neither the Town, the Trustee, nor any purchasers from or sublessees or assignees of the Trustee will sell, mortgage, or encumber the Leased Property or any portion thereof during the term of this Site Lease.

The Trustee and any other person who has the right to use the Leased Property under this Site Lease, at its own expense, may install machinery, equipment, and other tangible property in or on any portion of the Leased Property. All such machinery, equipment, and other tangible property shall remain the sole property of the Trustee or such other person; provided, however, that title to any such machinery, equipment, and other tangible property shall become part of the Leased Property and be included under the terms of this Site Lease to the extent that (a) any such machinery, equipment, or other tangible property is permanently affixed to the Leased Property or

(b) the removal of such machinery, equipment, or other tangible property would damage or impair the Leased Property.

Section 6. Right of Entry. To the extent that the Lease is terminated and this Site Lease is still in effect, the Town reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 7. Termination. The Trustee agrees, upon the termination of this Site Lease, to quit and surrender all of the Leased Property, and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Site Lease shall remain thereon.

Section 8. Default. In the event the Trustee shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the Town may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and that so long as any Certificates are Outstanding and unpaid under the Indenture, the Base Rentals due under the Lease shall continue to be paid to the Trustee except as otherwise provided in the Lease. In addition, so long as any of the Certificates are Outstanding, this Site Lease shall not be terminated except as described in Section 1 hereof.

Section 9. Quiet Enjoyment and Acknowledgment of Ownership. The Trustee at all times during the term of this Site Lease shall peaceably and quietly have, hold, and enjoy the Leased Property, subject to the provisions of this Site Lease, the Lease, and the Indenture. The Town and the Trustee acknowledge that the Town owns the Leased Property in fee title and that the Trustee shall have a leasehold in the Leasehold Property pursuant to this Site Lease.

Section 10. Trustee's Disclaimer. It is expressly understood and agreed that (a) this Site Lease is executed by UMB Bank, n.a. solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on UMB Bank, n.a. other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under this Site Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

Section 11. Taxes; Maintenance; Insurance. During the Lease Term of the Lease and in accordance with the provisions of the Lease, including Sections 9.1 and 9.3 thereof, the Town covenants and agrees to pay any and all taxes, assessments, or governmental charges due in respect of the Leased Property and all maintenance costs and utility charges in connection with the Leased Property. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Trustee, or any purchaser, sublessee, or assignee of the Leased Property (including the leasehold interests of the Trustee resulting from this Site Lease) shall pay or cause to be paid when due, all such taxes, assessments, or governmental charges and maintain the Leased Property in good condition and working order, and shall not demolish any building or other improvements constituting the Leased Property. Any such payments that are to be made by the Trustee shall be made solely from (a) the proceeds of such sale, subleasing, or assignment, (b) from the Trust

Estate, or (c) from other moneys furnished to the Trustee under Section 8.02(m) of the Indenture, and in the absence of available moneys identified in the preceding clauses (a) through (c), the Trustee shall be under no obligation to pay or cause to be paid when due, all such taxes, assessments, or governmental charges and to maintain the Leased Property in good condition and working order.

The provisions of the Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Trustee, or any sublessee, purchaser, or assignee of the Leased Property shall obtain and keep in force, (i) commercial general liability insurance against claims for personal injury, death, or damage to property of others occurring on or in the Leased Property in an amount not less than the limitations provided in the Colorado Governmental Immunity Act (Article 10, Title 24, Colorado Revised Statutes, as heretofore or hereafter amended), and (ii) property insurance in an amount not less than the full replacement value of the improvements and structures constituting the Leased Property. Any such insurance that is to be obtained by the Trustee shall be paid for solely from (a) the proceeds of such subleasing, sale, or assignment, (b) from the Trust Estate, or (c) from other moneys furnished to the Trustee under Section 8.02(m) of the Indenture and in the absence of available moneys identified in the preceding clauses (a) through (c), the Trustee shall be under no obligation to obtain or keep in force such insurance coverages. All such insurance shall name the Town as insured and the Trustee as an additional insured or loss payee. The Town and the Trustee shall waive any rights of subrogation with respect to the Trustee, any sublessee, purchaser, or assignee, and the Town, and their members, directors, officers, agents, and employees, while acting within the scope of their employment and each such insurance policy shall contain such a waiver of subrogation by the issuer of such policy.

Nothing in the preceding paragraphs or in this Site Lease shall be interpreted or construed to require the Trustee to sublease all or any portion of the Leased Property or sell or assign its interests in this Site Lease, in the event that the Lease is terminated for any reason and this Site Lease is not terminated.

Section 12. Damage, Destruction or Condemnation. The provisions of the Lease shall govern with respect to any damage, destruction, or condemnation of the Leased Property during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, and either (i) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, by fire or other casualty, or (ii) title to or use of the Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the Town, and the Trustee, or any sublessee, purchaser, or assignee of the Leased Property from the Trustee shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article 10 of the Lease.

Section 13. Hazardous Substances. Except for customary materials necessary for operation, cleaning, and maintenance of the Leased Property, none of the Town, the Trustee, or any sublessee, purchaser, or assignee of the Leased Property from the Trustee shall cause or permit any Hazardous Substance to be brought upon, generated at, stored, or kept or used in or about the Leased Property without prior written notice to the Town and the Trustee and all Hazardous Substances, including customary materials necessary for construction, operation, cleaning, and maintenance of the Leased Property, will be used, kept, and stored in a manner that complies with

all laws regulating any such Hazardous Substance so brought upon or used or kept on or about the Leased Property, provided that unless the Trustee has exercised its right to take possession of the Leased Property after the occurrence and continuance of an Event of Lease Default, the Trustee shall have no responsibility under this Section to monitor or investigate whether the Leased Property complies with environmental laws or is subject to any Hazardous Substance. If the presence of Hazardous Substance on the Leased Property is caused or permitted by the Town, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trustee, as the case may be, results in contamination of the Leased Property, or if contamination of the Leased Property by Hazardous Substance otherwise occurs for which the Town, the Trustee or any sublessee or assignee of the Leased Property, as the case may be, is legally liable for damage resulting therefrom, then the Town, the Trustee, or any sublessee, purchaser or assignee of the Leased Property from the Trustee, as the case may be, shall reimburse the other party for its reasonable and necessary legal expenses to defend the parties hereto or assignees hereof that have not caused or permitted such contamination and are not so legally liable with respect to this Site Lease from claims for damages, penalties, fines, costs, liabilities or losses; provided that the cost of such defense, (a) in the case of the Trustee, shall be payable solely from the Trust Estate, or (b) in the case of the Town, shall be payable only if the cost of such defense has been annually appropriated by the Town. This duty to reimburse legal expenses is not an indemnification. It is expressly understood that none of the Town, the Trustee, or any sublessee, purchaser, or assignee is indemnifying any other person with respect to this Site Lease. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property is caused or permitted by:

(a) the Trustee after the Trustee has exercised its right to take possession of the Leased Property after the occurrence and continuance of an Event of Lease Default, or any sublessee, purchaser, or assignee of the Leased Property from the Trustee, as the case may be, results in any contamination of the Leased Property, then the Trustee or any sublessee, purchaser, or assignee of the Leased Property from the Trustee, as the case may be, shall provide prior written notice to the Town and the Trustee and shall promptly take all actions, solely at the expense of the Trust Estate as are necessary to effect remediation of the contamination in accordance with legal requirements; or

(b) the Town results in any contamination of the Leased Property, then the Town shall provide prior written notice to the Trustee and promptly take all actions, solely at the expense of the Town, which expenses shall constitute Additional Rentals, as are necessary to effect remediation of the contamination in accordance with legal requirements.

Section 14. Third Party Beneficiaries. It is expressly understood and agreed that the Owners of the outstanding Certificates are third party beneficiaries to this Site Lease and enforcement of the terms and conditions of this Site Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Town, as Lessor, and the Trustee, as Lessee, and their respective successors and assigns, and to the Owners of the Certificates. Except as hereinafter provided, nothing contained in this Site Lease shall give or allow any such claim or right of action by any other or third person on this Site Lease. It is the express intention of the Town and the Trustee that any person other than the Town, the Trustee, or the Owners of the Certificates

receiving services or benefits under this Site Lease shall be deemed to be an incidental beneficiary only.

Section 15. Amendments. This Site Lease may only be amended, changed, modified, or altered in accordance with the provisions of the Indenture.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants, and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. No Merger. The Town and the Trustee intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease by the Trustee and the Town nor the exercise of any remedies under this Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

Section 18. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (i) delivered personally, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing, (iii) sent by electronic transmission which produces evidence of transmission, or (iv) in such other manner as authorized by the Town or the Trustee, as the case may be.

Section 19. Recitals. The Recitals set forth in this Site Lease are hereby incorporated by this reference and made a part of this Site Lease.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 21. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

Section 22. Governing Law. This Site Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 23. No Waiver of Governmental Immunity. Notwithstanding any other provisions of this Site Lease to the contrary, no term or condition of this Site Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, limitations to liability or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended, or under any other law.

Section 24. Annual Appropriation. Consistent with Article X, §20 of the Colorado Constitution, any financial obligation of the Town under this Site Lease shall be from year to year only, shall be subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. To the extent that any of the Town's obligations under this Site Lease are deemed to constitute a multiple fiscal-year financial obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion.

Section 25. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 26. Concerning the Trustee. The Town acknowledges and requests the Trustee to contemporaneously enter into the Indenture and to enter into the Lease and acknowledges that the Trustee is entering into this Site Lease and the Lease solely in its capacity as Trustee under the Indenture and all provisions of the Indenture relating to the rights, privileges, powers and protections of the Trustee shall apply with equal force and effect to all actions taken by the Trustee in connection with this Site Lease and the Lease.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Town and the Trustee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

TOWN OF CASTLE ROCK, COLORADO, as Lessor	UMB BANK, N.A., solely in its capacity as Trustee under the Indenture, as Lessee
By: _____	By: _____
Mayor	Vice President

[SEAL]

ATTEST:

_____
Town Clerk

STATE OF COLORADO)
)
COUNTY OF DOUGLAS) ss.
)
TOWN OF CASTLE ROCK)

The foregoing instrument was acknowledged before me this _____ day of February, 2026, by Jason Gray, as Mayor of the Town of Castle Rock, Colorado.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of February, 2026, by Jonathan Fernandez, as Vice President of UMB Bank, n.a., as Trustee.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY:

The Leased Property consists of the real property and the buildings and improvements located thereon as set forth below, as amended from time to time.

[ADD LEGAL]

LOT 1, BLOCK 1, BRICKYARD FILING NO. 1, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

Description of premises, buildings and improvements

[ADD]

EXHIBIT B

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of the Lease; (b) this Site Lease, the Lease, the Indenture and any related fixture filing and any liens arising or granted pursuant to the Lease or the Indenture; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which the Town Representative certifies will not materially interfere with or materially impair the Leased Property, including rights or privileges in the nature of easements, licenses, permits, and agreements as provided in the Lease; (d) any sublease of the Leased Property that is permitted pursuant to the terms and provisions of Section 13.2 of the Lease; and (e) the easements, covenants, restrictions, liens and encumbrances to which title to the Leased Property was subject when leased to the Trustee pursuant to this Site Lease, as shown below, and which the Town Representative hereby certifies do not and will not interfere in any material way with the Leased Property.

The easements, covenants, restrictions, liens, and encumbrances to which title to the Leased Property was subject when leased to the Trustee pursuant to this Site Lease are as follows:

1) Liens for ad valorem taxes and special assessments not then delinquent, if applicable.

2) This Site Lease.

3) The Lease.

4) All other encumbrances appearing of record on the date hereof.

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Kimberley K. Crawford, Esq.

LEASE PURCHASE AGREEMENT

DATED FEBRUARY 3, 2026

BETWEEN
UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE IDENTIFIED HEREIN,
AS LESSOR

AND

TOWN OF CASTLE ROCK, COLORADO,
AS LESSEE

This Table of Contents is not a part of this Lease and is only for convenience of reference.

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This LEASE PURCHASE AGREEMENT, dated February 3, 2026 (this "Lease"), is by and between UMB Bank, n.a., Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessor, and the Town of Castle Rock, Colorado, a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Colorado (the "Town"), as lessee.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this Lease.

RECITALS

1. The Town has been duly organized and is validly existing as a home rule municipality and municipal corporation under the Constitution of the State of Colorado and the home rule charter of the Town (the "Charter").

2. Pursuant to Article XX, Section 6 of the Colorado Constitution and the Charter, the Town is authorized to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes.

3. The Town Council has determined that it is in the best interests of the Town and its inhabitants to finance the acquisition, construction, installation, equipping and improvement of a fire station facility with associated amenities and supporting public improvements needed or desired in connection therewith (collectively, the "Project").

4. The Town Council has determined that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering into the Site Lease Agreement with the Trustee, solely in its capacity of trustee (the "Site "Lease") and the Lease.

5. The Town owns, in fee title, the real property and the buildings and improvements located thereon (as more particularly described in Exhibit A attached hereto, the "Leased Property").

6. To finance the Project, the Trustee will acquire a leasehold interest in the Leased Property by leasing the Leased Property from the Town pursuant to the Site Lease and will lease the Leased Property back to the Town pursuant to this Lease.

7. Contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered certain certificates of participation (the "Certificates") that will be dated as of their date of delivery, will evidence proportionate interests in the right to receive Base Rentals and other Revenues (as defined herein), will be payable solely from the sources herein provided, and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

8. The net proceeds of the Certificates, together with other available money of the Town, will be used to finance the Project and pay the Costs of Execution and Delivery of the Certificates.

9. The payment by the Town of Base Rentals and Additional Rentals hereunder in any future Fiscal Year is subject to specific Appropriations and renewal by the Town Council of this Lease for such future Fiscal Year. The Base Rentals and Additional Rentals payable by the Town under this Lease shall constitute current expenditures of the Town.

10. Neither this Lease nor the payment by the Town of Base Rentals or Additional Rentals hereunder shall be deemed or construed as creating an indebtedness of the Town within the meaning of any provision of the Colorado Constitution, the Charter, or the laws of the State of Colorado concerning or limiting the creation of indebtedness by the Town, and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of Article X, Section 20(4) of the Colorado Constitution or a mandatory charge or requirement against the Town in any ensuing Fiscal Year beyond the then current Fiscal Year. The obligation of the Town to pay Base Rentals and Additional Rentals hereunder shall be from year to year only, shall constitute currently budgeted expenditures of the Town, shall not constitute a mandatory charge or requirement in any ensuing budget year, nor a mandatory payment obligation of the Town in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. In the event that this Lease is not renewed, the sole security available to the Trustee, as lessor hereunder, shall be the Leased Property.

11. The Trustee is executing this Lease solely in its capacity as trustee under the Indenture, and subject to the terms, conditions and protections provided for herein and therein.

12. The Trustee and the Town intend that this Lease set forth their entire understanding and agreement regarding the terms and conditions upon which the Town is leasing the Leased Property from the Trustee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Trustee and the Town agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Funds and Accounts. All references herein to any funds and accounts mean the funds and accounts so designated which are established under the Indenture.

Section 1.2 Definitions. All capitalized terms used herein and not otherwise defined have the meanings given to them in the Indenture, unless the context otherwise requires. Capitalized terms used herein have the following meanings under this Lease:

"Additional Certificates" means Additional Certificates which may be executed and delivered pursuant to the Indenture.

"Additional Rentals" means the payment or cost of all:

(a) (i) reasonable expenses and fees of the Trustee related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or the Indenture, including the reasonable fees and expenses of any person or firm employed by the Town to make rebate calculations under the provisions of Section 3.05 of the Indenture and the expenses of the Trustee in respect of any policy of insurance or surety bond obtained in respect of the Certificates executed and delivered pursuant to the Indenture, (ii) the cost of insurance premiums and insurance deductible amounts under any insurance policy reasonably deemed necessary by the Trustee to protect the Trustee from any liability under the Lease, and approved by the Town Representative, which approval shall not be unreasonably withheld, (iii) reasonable legal fees and expenses incurred by the Trustee to defend the Trust Estate or the Trustee from and against any legal claims related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or the Indenture, and (iv) reasonable expenses and fees of the Trustee incurred at the request of the Town Representative;

(b) taxes, assessments, insurance premiums, utility charges, maintenance, upkeep, repair and replacement with respect to the Leased Property or as otherwise required under the Lease;

(c) payments into the Rebate Fund for rebate payments as provided in the Lease; and

(d) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Town shall fail to pay the same, as specifically set forth in the Lease) which the Town agrees to assume or pay as Additional Rentals under the Lease.

Additional Rentals do not include Base Rentals.

"Appropriation" means the action of the Town Council in annually making moneys available for all payments due under this Lease, including the payment of Base Rentals and Additional Rentals.

"Approval of Special Counsel" means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of the Base Rentals paid by the Town under this Lease and attributable to the Certificates.

"Base Rentals" means the rental payments payable by the Town during the Lease Term, which constitute payments payable by the Town for and in consideration of the right to possess and use the Leased Property as set forth in Exhibit C (Base Rentals Schedule) hereto. Base Rentals does not include Additional Rentals.

"Base Rentals Payment Dates" means the Base Rentals Payment Dates set forth in Exhibit C (Base Rentals Schedule) hereto.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday or a day (a) on which banks located in Denver, Colorado are required or authorized by law or executive order to close or (b) on which the Federal Reserve System is closed.

"Certificates" means the "Certificates of Participation, Series 2026, Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated February 3, 2026, between UMB Bank, n.a., solely in its capacity as trustee under the Indenture, as lessor, and the Town of Castle Rock, Colorado, as lessee" dated as of their date of delivery, executed and delivered pursuant to the Indenture.

"Certificate of Completion" means the Certificate of Completion in substantially the form attached hereto as **Exhibit F** to be delivered by the Town Representative to the Trustee pursuant to Section 7.3 hereof.

"Charter" means the home rule charter of the Town, and any amendments or supplements thereto.

"Completion Date" means the earlier of (a) February 3, 2029, or such later date established by the Town with the Approval of Special Counsel, or (b) any date on which the Certificate of Completion is delivered by the Town Representative to the Trustee pursuant to Section 7.3 of this Lease.

"Construction Fund" means the Construction Fund created under the Indenture.

"Continuing Disclosure Certificate" means the certificate executed by the Town of even date herewith which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

"Costs of Execution and Delivery" means all items of expense directly or indirectly payable by the Trustee related to the authorization, execution and delivery of the Site Lease and this Lease and related to the authorization, sale, execution and delivery of the Certificates, as further defined in the Indenture.

"Costs of the Project" means all costs and expenses incurred in connection with the Project, including without limitation:

(a) any costs paid or incurred for the acquisition of any real estate acquired as part of the Leased Property;

(b) obligations paid, incurred or assumed for labor, materials and equipment in connection with the construction, acquisition, installation, equipping and improvement of the Project;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title insurance) that may be necessary or appropriate in connection with the Project;

(d) the costs of engineering, architectural and other professional and technical services including obligations incurred or assumed for preliminary design and development work, test borings, soils tests, surveys, environmental review, estimates and plans and specifications;

(e) administrative costs incurred in connection with the leasing of the Leased Property and the construction of the Project incurred prior to the Completion Date, including supervision of the construction, acquisition, installation and equipping as well as the performance of all of the other duties required by or consequent upon the construction, acquisition, installation and equipping of the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering and other professional and technical fees, building permit fees, water tap fees, sanitary sewer and wastewater fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) costs incurred in connection with the Certificates, including the initial compensation and expenses of the Trustee, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, the premium for a qualified surety bond, if any, and accounting fees;

(g) all costs which are required to be paid under the terms of any Project Contract;

(h) any costs associated with the leasing of the Site pursuant to the Site Lease;

(i) costs related to the preparation of the Site for construction of the Project, including, but not limited to, the costs of demolition and cleanup of any existing improvements on the Site and costs associated with the provision of sewer, water, gas, electricity and other infrastructure improvements and services to the Site;

(j) payments to a reserve fund to the extent necessary to establish or maintain a reserve requirement, if any;

(k) all other costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles and which will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel; and

(l) any and all other costs necessary to effect the Trustee's leasing of the Site and the implementation and completion of the Project to the extent the same are permitted by the laws of the State of Colorado and will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel.

"Counsel" means an attorney at law or law firm (who may be counsel for the Trustee) who is satisfactory to the Town.

"C.R.S." means Colorado Revised Statutes, as amended from time to time.

"Event(s) of Lease Default" means any event as defined in Section 14.1 of this Lease.

"Event of Nonappropriation" means the termination and non-renewal of this Lease by the Town, determined by the Town Council's failure, for any reason, to appropriate by the last day of each Fiscal Year, (a) sufficient amounts to be used to pay Base Rentals due in the next Fiscal Year and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due in the next Fiscal Year, as provided in Section 6.4 of this Lease. An Event of Nonappropriation may also occur under certain circumstances described in Section 10.3(c) of this Lease. The term also means a notice under this Lease of the Town's intention to not renew and therefore terminate this Lease or an event described in this Lease relating to the exercise by the Town of its right to not appropriate amounts due as Additional Rentals in excess of the amounts for which an Appropriation has been previously effected.

"Finance Director" means the Finance Director of the Town or such person's successor in functions, if any.

"Fiscal Year" means any 12-month period adopted by the Town as its fiscal year.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America, the State of Colorado or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; pandemics or other declared health emergencies; or any other cause or event not within the control of the Town in its capacity as lessee hereunder or the Trustee.

"Hazardous Substance" means and includes: (a) the terms "hazardous substance," "release" and "removal" which, as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. §9601 and in Colorado law,

provided, however, that the term "hazardous substance" as used herein shall also include "hazardous waste" as defined in paragraph (5) of 42 U.S.C. §6903 and "petroleum" as defined in paragraph (8) of 42 U.S.C. §6991; (b) the term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. §9601 et seq., as amended, and any similar State of Colorado statute or local ordinance applicable to the Leased Property, including, without limitation, Colorado rules and regulations promulgated, administered, and enforced by any governmental agency or authority pursuant thereto; and (c) the term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. §6991.

"Indenture" means the Indenture of Trust, dated February 3, 2026, executed and delivered by the Trustee, as the same may be amended or supplemented.

"Initial Term" means the period which commences on the date of delivery of this Lease and terminates on December 31, 2026.

"Interest Portion" means the portion of each Base Rentals payment that represents the payment of interest set forth in Exhibit C (Base Rentals Schedule) hereto.

"Lease" means this Lease Purchase Agreement, dated February 3, 2026, between the Trustee, as lessor, and the Town, as lessee, as the same may be amended.

"Lease Remedy" or "Lease Remedies" means any or all remedial steps provided in this Lease whenever an Event of Lease Default or an Event of Nonappropriation has happened and is continuing, which may be exercised by the Trustee as provided in this Lease and in the Indenture.

"Lease Term" means the Initial Term and any Renewal Terms as to which the Town may exercise its option to renew this Lease by effecting an Appropriation of funds for the payment of Base Rentals and Additional Rentals hereunder, as provided in and subject to the provisions of this Lease. "Lease Term" refers to the time during which the Town is the lessee of the Leased Property under this Lease.

"Leased Property" means the real property and the premises, buildings, and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to this Lease, together with any and all additions and modifications thereto, substitutions and replacements thereof, and any New Facility.

"Mayor" means the Mayor of the Town or such person's successor in functions, if any.

"Net Proceeds" means the proceeds of any performance or payment bond, or proceeds of insurance, including self-insurance, required by this Lease or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any Project Contract, or proceeds derived from the exercise of any Lease Remedy or otherwise following termination of this Lease by reason of an Event of Nonappropriation or an Event of Lease Default, allocable to the Leased Property, less (a) all related expenses (including, without limitation, attorney's fees and costs) incurred in the collection of such proceeds or award; and (b) all other related fees, expenses and payments due to the Town and the Trustee.

"New Facility" means any real property, buildings or equipment leased by the Town to the Trustee pursuant to a future amendment to the Site Lease and leased back by the Town from the Trustee pursuant to a future amendment to this Lease in connection with the execution and delivery of Additional Certificates.

"Owners" means the registered owners of any Certificates.

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of this Lease; (b) the Site Lease, this Lease, the Indenture and any related fixture filing and any liens arising or granted pursuant to the Site Lease, this Lease or the Indenture; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which the Town Representative certifies will not materially interfere with or materially impair the Leased Property, including rights or privileges in the nature of easements, licenses, permits, and agreements as provided in this Lease or other Project Contracts; (d) any sublease of the Leased Property that is permitted pursuant to the terms and provisions of Section 13.2 hereof; and (e) the easements, covenants, restrictions, liens and encumbrances to which title to the Leased Property was subject when leased to the Trustee pursuant to the Site Lease, as shown on Exhibit B hereto, and which the Town Representative hereby certifies do not and will not interfere in any material way with the intended use of the Leased Property.

"Prepayment" means any amount paid by the Town pursuant to the provisions of this Lease as a prepayment of the Base Rentals due hereunder.

"Principal Portion" means the portion of each Base Rentals payment that represents the payment of principal set forth in Exhibit C (Base Rentals Schedule) hereto.

"Project" means, collectively, the acquisition, construction, installation, equipping and improvement of a fire station facility with associated amenities and supporting public improvements needed or desired in connection therewith.

"Project Contract" means any contract entered into before the Completion Date by the Town regarding the design, acquisition, construction, improvement or installation of any portion of the Project, including, without limitation, the design contracts between the Town and the design consultants, the construction contracts between the Town and the contractors, and any other contracts between the Town and anyone performing work or providing services in connection with the implementation and completion of the Project.

"Project Documents" means the following: (a) plans, drawings and specifications for the Project, when and as they are approved by the Town, including change orders, if any; (b) any necessary permits for the Project, including any building permits and certificates of occupancy; (c) the Project Contracts; (d) policies of title insurance, insurance policies required under the Project Contracts, including general liability, property damage and automobile, worker's compensation and builders' risk insurance policies in respect of the general contractor for construction of the Project and, on and after the Completion Date of the Project, insurance policies required under Article 9 of this Lease, including commercial general liability and public liability,

property and worker's compensation insurance policies, or certificates of insurance for any of such policies thereof, as required by this Lease; (e) contractor's performance and payment bonds with respect to the Project; and (f) any and all other documents executed by or furnished to the Town or the Trustee in connection with the Project.

"Purchase Option Price" means the amount payable on any date, at the option of the Town, to prepay Base Rentals, terminate the Lease Term and purchase the Trustee's leasehold interest in the Leased Property, as provided herein.

"Renewal Term" means any portion of the Lease Term commencing on January 1 of any calendar year and terminating on or before December 31 of such calendar year as provided in Article 4 of this Lease.

"Requisition" means the process by which the Town Representative will request the reimbursement to the Town or the payment to others of qualifying Costs of the Project, such Requisition to be initiated by the submission to the Trustee of a form substantially as set forth in **Exhibit E** hereto.

"Revenues" means (a) all amounts payable by or on behalf of the Town or with respect to the Leased Property pursuant to this Lease including, but not limited to, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds, but not including Additional Rentals; (b) any portion of the proceeds of the Certificates deposited into the Base Rentals Fund created under the Indenture and the Construction Fund created under the Indenture; (c) any moneys which may be derived from any insurance in respect of the Certificates; and (d) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under the Indenture (except for moneys and securities held in the Rebate Fund or any defeasance escrow account).

"Site Lease" means the Site Lease Agreement, dated February 3, 2026, between the Town, as lessor, and the Trustee, as lessee, as the same may hereafter be amended.

"Special Counsel" means any counsel experienced in matters of municipal law and listed in the list of municipal bond attorneys, published by The Bond Buyer, or any successor publication. So long as the Lease Term is in effect, the Town shall have the right to select Special Counsel.

"Tax Certificate" means the Tax Compliance and No-Arbitrage Certificate entered into by the Town with respect to this Lease and the Certificates.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and all regulations and rulings promulgated thereunder.

"Town" means the Town of Castle Rock, Colorado.

"Town Attorney" means the Town Attorney of the Town or such person's successor in functions, if any.

"Town Council" means the Town Council of the Town or any successor to its functions.

"Town Manager" means the Town Manager of the Town or such person's successor in functions, if any.

"Town Representative" means the Town Manager, the Finance Director or the Town Attorney or such other person at the time designated to act on behalf of the Town for the purpose of performing any act under this Lease, the Site Lease or the Indenture by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed on behalf of the Town by the Mayor or Mayor Pro Tem.

"Trustee" means UMB Bank, n.a., acting solely in the capacity of trustee pursuant to the Indenture for the benefit of the Owners of the Certificates and any Additional Certificates, and any successor thereto appointed under the Indenture.

ARTICLE 2
REPRESENTATIONS AND COVENANTS; RELATIONSHIP OF THE TOWN AND THE TRUSTEE

Section 2.1 Representations and Covenants of the Town. The Town represents and covenants to the Trustee, to the extent allowed by law and subject to renewal of this Lease and Appropriation as set forth in Article 6 hereof, as follows:

(a) The Town is a home rule municipal corporation duly organized and existing within the State under the Constitution and laws of the State and its Charter. The Town is authorized to enter into this Lease and the Site Lease and to carry out its obligations under this Lease and the Site Lease. The Town has duly authorized and approved the execution and delivery of this Lease, the Site Lease and all other documents related to the execution and delivery of this Lease and the Site Lease.

(b) The Town owns the Leased Property in fee title, and the Trustee has a leasehold interest in the Leased Property pursuant to the Site Lease.

(c) The leasing of the Leased Property by the Town to the Trustee pursuant to the Site Lease, the leasing or subleasing of the Leased Property from the Trustee under the terms and conditions provided for in this Lease, and the financing of the Project by the Town and the Trustee under the terms and conditions provided for in this Lease, are necessary, convenient, and in furtherance of and are in the best interests of the citizens of the Town. The Town will apply the net proceeds of the Certificates, together with other available money of the Town, to finance the Project.

(d) Neither the execution and delivery of this Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease and the Site Lease, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Town is now a party or by which the Town or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the Town, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the Town, except for Permitted Encumbrances.

(e) The Town agrees that, except for non-renewal and nonappropriation as set forth in Article 6 hereof, if the Town fails to perform any act which the Town is required to perform under this Lease, the Trustee may, but shall not be obligated to, perform or cause to be performed such act, and any reasonable expense incurred by the Trustee in connection therewith shall be an obligation owing by the Town (from moneys for which an Appropriation has been effected) to the Trustee shall be a part of Additional Rentals, and the Trustee shall be subrogated to all of the rights of the party receiving such payment.

(f) There is no litigation or proceeding pending against the Town affecting the right of the Town to execute this Lease or the Site Lease or the ability of the Town to make

the payments required hereunder or to otherwise comply with the obligations contained herein, or which, if adversely determined, would, in the aggregate or in any case, materially adversely affect the property, assets, financial condition or business of the Town or materially impair the right or ability of the Town to carry on its operations substantially as now conducted or anticipated to be conducted in the future.

(g) Except for customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, the Town shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the Leased Property without prior written notice to the Trustee, and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning, and maintenance of the Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Leased Property. If the presence of any Hazardous Substance on the Leased Property caused or permitted by the Town results in contamination of the Leased Property, or if contamination of the Leased Property by any Hazardous Substance otherwise occurs for which the Town is legally liable for damage resulting therefrom, then the Town shall include as an Additional Rental any amount necessary to reimburse the Trustee for legal expenses incurred to defend (to the extent that an Appropriation for the necessary moneys has been effected by the Town) the Trustee from claims for damages, penalties, fines, costs, liabilities or losses. The reimbursement of the Trustee's legal expenses is not an indemnification. It is expressly understood that the Town is not indemnifying the Trustee and expenses of such defense shall constitute Additional Rentals. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property caused or permitted by the Town results in any contamination of the Leased Property, the Town shall provide prior written notice to the Trustee and promptly take all actions at its sole expense (which expenses shall constitute Additional Rentals) as are necessary to effect remediation of the contamination in accordance with legal requirements.

(h) The Town covenants and agrees to comply with any applicable covenants and requirements of the Town set forth in the Tax Certificate.

Section 2.2 Representations and Covenants of the Trustee. The Trustee represents and covenants as follows:

(a) The Trustee is a national banking association duly organized and existing under the laws of the United States of America. The Trustee is authorized to enter into the Site Lease and this Lease, and to execute and deliver the Indenture, and to carry out its obligations hereunder and thereunder.

(b) So long as no Event of Indenture Default has occurred and is then continuing or existing, except as specifically provided in the Site Lease or this Lease or as necessary to transfer the Trust Estate to a successor Trustee, the Trustee shall not pledge or assign the Trustee's right, title and interest in and to (i) this Lease or the Site Lease, (ii) the Base Rentals, other Revenues and collateral, security interests and attendant rights and obligations which may

be derived under this Lease or the Site Lease, and/or (iii) the Leased Property and any reversion therein or any of its or the Trustee's other rights under this Lease or the Site Lease or assign, pledge, mortgage, encumber or grant a security interest in its or the Trustee's right, title and interest in, to and under this Lease or the Site Lease or the Leased Property except for Permitted Encumbrances.

(c) To the knowledge of the Trustee, neither the execution and delivery of this Lease, the Site Lease or the Indenture by the Trustee, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitutes a default under any of the foregoing.

(d) To the Trustee's knowledge, there is no litigation or proceeding pending against the Trustee affecting the right of the Trustee to execute this Lease, the Site Lease, or the Indenture, or to perform its obligations thereunder or hereunder, except such litigation or proceeding as has been disclosed in writing to the Town on or prior to the date the Indenture is executed and delivered.

Section 2.3 Nature of Lease. The Town and the Trustee acknowledge and agree that the Base Rentals and Additional Rentals hereunder shall constitute currently budgeted and appropriated expenditures of the Town and may be paid from any legally available funds. The Town's obligations under this Lease shall be subject to the Town's annual right to terminate this Lease (as further provided herein), and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation, multiple fiscal year financial obligation, or other indebtedness of the Town within the meaning of any constitutional, Charter, or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Article XI, Sections 1 or 2 of the Colorado Constitution. Neither this Lease nor the execution and delivery of the Certificates shall directly or indirectly obligate the Town to make any payments beyond those duly budgeted and appropriated for the Town's then current Fiscal Year. The Town shall be under no obligation whatsoever to exercise its option to purchase the Trustee's leasehold interest in the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Town moneys, nor shall any provision of this Lease restrict the future issuance of any Town bonds or obligations payable from any class or source of Town moneys (provided, however, certain restrictions in the Indenture shall apply to the issuance of Additional Certificates). In the event that this Lease is not renewed by the Town, the sole security available to the Trustee, as lessor hereunder, shall be the Leased Property.

Section 2.4 Town Acknowledgment of Certain Matters. The Town acknowledges the Indenture and the execution and delivery by the Trustee of the Certificates pursuant to the Indenture. The Town also acknowledges the Trustee's authority to act on behalf of the Owners of the Certificates with respect to all rights, title and interests of the Trustee in, to, and under this Lease, the Site Lease and the Leased Property.

Section 2.5 Relationship of Town and Trustee. The relationship of the Town and the Trustee under this Lease is, and shall at all times remain, solely that of lessee and lessor; and the Town neither undertakes nor assumes any responsibility or duty to the Trustee or to any third party with respect to the Trustee's obligations relating to the Leased Property; and the Trustee does not undertake or assume any responsibility or duty to the Town or to any third party with respect to the Town's obligations relating to the Leased Property. Notwithstanding any other provisions of this Lease: (a) the Town and the Trustee are not, and do not intend to be construed to be, partners, joint ventures, members, alter egos, managers, controlling persons or other business associates or participants of any kind of one another, and the Town and the Trustee do not intend to ever assume such status; and (b) the Town and the Trustee shall not be deemed responsible for, or a participant in, any acts, omissions or decisions of one another.

ARTICLE 3
LEASE OF THE LEASED PROPERTY

The Trustee demises and leases the Leased Property to the Town and the Town leases the Leased Property from the Trustee, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

The Town and the Trustee acknowledge that the Town owns the Leased Property in fee title and the Town has leased the Leased Property to the Trustee pursuant to the Site Lease; and the Town and the Trustee intend that there be no merger of the Town's interests as sublessee under this Lease and the Town's ownership interest the Leased Property so as to cause the cancellation of the Site Lease or this Lease, or an impairment of the leasehold and subleasehold interest intended to be created by the Site Lease and this Lease.

ARTICLE 4
LEASE TERM

Section 4.1 Duration of Lease Term. The Lease Term shall commence as of the date hereof. The Initial Term shall terminate on December 31, 2026. This Lease may be renewed, solely at the option of the Town, for [__] Renewal Terms, with the Lease Term terminating no later than December 31, 20[__], except that the Renewal Term beginning on January 1, 20[__] shall terminate upon the Town's payment of the final Base Rental payment as set forth in **Exhibit C**. The Town hereby finds that the maximum Lease Term hereunder does not exceed the weighted average useful life of the Leased Property. The Town further determines and declares that the period during which the Town has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum Lease Term) does not exceed the useful life of the Leased Property.

The Town Manager or other officer of the Town at any time charged with the responsibility of formulating budget proposals for the Town is hereby directed to include in the annual budget proposals submitted to the Town Council, in any year in which this Lease shall be in effect, items for all payments required for the ensuing Renewal Term under this Lease until such time, if any, as the Town may determine to not renew and terminate this Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the Town that any decision to effect an Appropriation for the Base Rentals and Additional Rentals shall be made solely by the Town Council in its absolute discretion and not by any other official of the Town, as further provided in the following paragraph. During the Lease Term, the Town shall in any event, whether or not the Lease is to be renewed, furnish the Trustee with copies of its annual budget promptly after the budget is adopted.

Not later than December 15 of the Initial Term or any then current Renewal Term, the Town Representative shall give written notice (in substantially the form set forth in Exhibit D attached hereto) to the Trustee that either:

(a) the Town has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all of the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2, 6.3, and 6.4 of this Lease, whereupon, this Lease shall be renewed for the ensuing Fiscal Year; or

(b) the Town has determined, for any reason, not to renew this Lease for the ensuing Fiscal Year.

Subject to the provisions of Section 6.4(a) hereof, the failure to give such notice shall not constitute an Event of Lease Default, nor prevent the Town from electing not to renew this Lease, nor result in any liability on the part of the Town. The Town's option to renew or not to renew this Lease shall be conclusively determined by whether or not the applicable Appropriation has been made on or before December 31 of each Fiscal Year, all as further provided in Article 6 of this Lease.

The terms and conditions hereof during any Renewal Term shall be the same as the terms and conditions hereof during the Initial Term, except that the Purchase Option Price and the Base Rentals shall be as provided in Article 12 and Exhibit C (Base Rentals Schedule) hereof.

Section 4.2 Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation pursuant to Section 4.1 and Article 6 of this Lease (provided that the Lease Term will not be deemed to have been terminated if the Event of Nonappropriation is cured as provided in Section 6.4 hereof);

(b) the occurrence of an Event of Nonappropriation under this Lease (provided that the Lease Term will not be deemed to have been terminated if the Event of Nonappropriation is cured as provided in Section 6.4 hereof);

(c) the conveyance of the Trustee's leasehold interest in the Leased Property under this Lease to the Town upon payment of the Purchase Option Price or all Base Rentals and Additional Rentals, for which an Appropriation has been effected by the Town for such purpose, as provided in Section 12.2(a) or (b) of this Lease; or

(d) an uncured Event of Lease Default and termination of this Lease under Article 14 of this Lease by the Trustee.

Except for an event described in subparagraph (c) above, upon termination of this Lease, the Town agrees to peacefully deliver possession of the Leased Property to the Trustee.

Termination of the Lease Term shall terminate all unaccrued obligations of the Town under this Lease, and shall terminate the Town's rights of possession under this Lease (except to the extent of the holdover provisions of Sections 6.5 and 14.2(c)(i) hereof, and except for any conveyance pursuant to Article 12 of this Lease). All obligations of the Town accrued prior to such termination shall be continuing until the Trustee gives written notice to the Town that such accrued obligations have been satisfied.

Upon termination of the Lease Term, any moneys received by the Trustee in excess of the amounts necessary to terminate and discharge the Indenture shall be paid to the Town.

The Town shall not have the right to terminate this Lease due to a default by the Trustee under this Lease.

ARTICLE 5
ENJOYMENT OF THE LEASED PROPERTY

Section 5.1 Trustee's Covenant of Quiet Enjoyment. The Trustee hereby covenants that the Town shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Trustee. The Trustee shall not interfere with the quiet use and enjoyment of the Leased Property by the Town during the Lease Term so long as no Event of Lease Default shall have occurred. The Trustee shall, at the request of the Town and at the cost of the Town, join and cooperate fully in any legal action in which the Town asserts against third parties its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Town may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

The provisions of this Article 5 shall be subject to the Trustee's right to inspect the Leased Property and the Town's books and records with respect thereto as provided in Section 11.8 hereof.

Section 5.2 Town's Need for the Leased Property; Determinations as to Fair Value and Fair Purchase Price. The Town has determined and hereby determines that it has a current need for the Leased Property. It is the present intention and expectation of the Town that this Lease will be renewed annually until the Trustee's interests in the Site Lease are released and unencumbered title to the Leased Property is acquired by the Town pursuant to this Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the Town. The Town has determined and hereby determines that the Base Rentals under this Lease during the Lease Term for the Leased Property represent the fair value of the use of the Leased Property and that the Purchase Option Price for the Leased Property will represent the fair purchase price of the Trustee's leasehold interest in the Leased Property at the time of the exercise of the option. The Town has determined and hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew this Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property hereunder. In making such determinations, the Town has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed by the Town, the benefit to the citizens and inhabitants of the Town by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease, the Town's option to purchase the Trustee's leasehold interest in the Leased Property and the expected eventual vesting of unencumbered title to the Leased Property in the Town. The Town hereby determines and declares that the period during which the Town has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum Lease Term for the Leased Property) does not exceed the weighted average useful life of the Leased Property.

ARTICLE 6
PAYMENTS BY THE TOWN

Section 6.1 Payments to Constitute Currently Budgeted Expenditures of the Town. The Town and the Trustee acknowledge and agree that the Base Rentals, Additional Rentals and any other obligations hereunder shall constitute currently budgeted expenditures of the Town, if an Appropriation has been effected for such purpose. The Town's obligations to pay Base Rentals, Additional Rentals and any other obligations under this Lease shall be from year to year only (as further provided in Article 4 and Sections 6.2 and 6.4 hereof), shall extend only to moneys for which an Appropriation has been effected by the Town, and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or a general obligation or other indebtedness of the Town within the meaning of any constitutional, Charter, or statutory debt limitation, including without limitation Article X, Section 20 of the Colorado Constitution. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither this Lease nor the Certificates shall directly or indirectly obligate the Town to make any payments beyond those for which an Appropriation has been effected by the Town for the Town's then current Fiscal Year. The Town shall be under no obligation whatsoever to exercise its option to purchase the Trustee's leasehold interest in the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Town moneys, nor shall any provision of this Lease restrict the future issuance of any Town bonds or obligations payable from any class or source of Town moneys (provided, however, that certain restrictions in the Indenture shall apply to the issuance of Additional Certificates).

Section 6.2 Base Rentals, Purchase Option Price and Additional Rentals.

(a) The Town shall pay Base Rentals for which an Appropriation has been effected by the Town, directly to the Trustee during the Initial Term and any Renewal Term, on the Base Rentals Payment Dates and in the "Total Base Rentals" amounts set forth in Exhibit C (Base Rentals Schedule) attached hereto and made a part hereof. For federal and State income tax purposes, a portion of each payment of Base Rentals for the Certificates is designated and will be paid as interest, and Exhibit C (Base Rentals Schedule) hereto sets forth the Interest Portion of each payment of Base Rentals for the Certificates. The Town shall receive credit against its obligation to pay Base Rentals to the extent moneys are held by the Trustee on deposit in the Base Rentals Fund created under the Indenture and are available to pay Base Rentals. The Town acknowledges that upon receipt by the Trustee of each payment of Base Rentals, the Trustee, pursuant to the terms of the Indenture, is to deposit the amount of such Base Rentals in the Base Rentals Fund.

The Base Rentals set forth in Exhibit C shall be recalculated in the event of the execution and delivery of Additional Certificates as provided in the Indenture and shall also be recalculated in the event of a partial redemption of the Certificates.

(b) The Town may, on any date, pay the then applicable Purchase Option Price for the purpose of terminating this Lease and the Site Lease in whole and purchasing the Trustee's leasehold interest in the Leased Property as further provided in Article 12 of this Lease. Subject to the Approval of Special Counsel, the Town may also, at any time during the Lease Term, (1) prepay any portion of the Base Rentals due under this Lease and (2) in connection with such prepayment, recalculate the Base Rentals set forth in Exhibit C (Base Rentals Schedule). Any such revised Exhibit C (Base Rentals Schedule) shall be prepared by the Town Representative and delivered to the Trustee. The Town shall give the Trustee notice of its intention to exercise either of such options not less than 45 days in advance of the date of exercise and shall deposit with the Trustee by not later than the date of exercise an amount equal to the Purchase Option Price due on the date of exercise or the applicable amount of Base Rentals to be prepaid. If the Town shall have given notice to the Trustee of its intention to prepay Base Rentals but shall not have deposited the amounts with the Trustee on the date specified in such notice, the Town shall continue to pay Base Rentals which have been specifically appropriated by the Town Council for such purpose as if no such notice had been given. The Trustee may waive the right to receive 45 days advance notice and may agree to a shorter notice period in the sole determination of the Trustee.

(c) All Additional Rentals shall be paid by the Town on a timely basis directly to the person or entity to which such Additional Rentals are owed. Additional Rentals shall include, without limitation, the reasonable fees and expenses of the Trustee, reasonable expenses of the Trustee in connection with the Leased Property, and for the cost of taxes, insurance premiums, utility charges, maintenance and repair costs and all other expenses expressly required to be paid hereunder, including any amounts due to the insurer of any of the Certificates and any Rebate Fund payments required pursuant to this Lease and the Indenture. All of the payments required by this paragraph are subject to Appropriation by the Town; provided, however, a failure by the Town to budget and appropriate moneys for any of the payments required by this paragraph shall constitute an Event of Nonappropriation.

If the Town's estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be furnished to the Trustee under Section 4.1 of this Lease, the Town shall furnish an itemization of such estimated Additional Rentals to the Trustee on or before the 15th day preceding such Fiscal Year.

Section 6.3 Manner of Payment. The Base Rentals, for which an Appropriation has been effected by the Town, and, if paid, the Purchase Option Price, shall be paid or prepaid by the Town to the Trustee at its designated corporate trust office by wire transfer of federal funds, certified funds or other method of payment acceptable to the Trustee in lawful money of the United States of America.

The obligation of the Town to pay the Base Rentals and Additional Rentals as required under this Article 6 and other sections hereof in any Fiscal Year for which an Appropriation has been effected by the Town for the payment thereof shall be absolute and unconditional and payment of the Base Rentals and Additional Rentals in such Fiscal Years shall not be abated through accident or unforeseen circumstances, or any default by the Trustee under this Lease, or under any other agreement between the Town and the Trustee, or for any other reason including without limitation, any acts or circumstances that may constitute failure of consideration,

destruction of or damage to the Leased Property, commercial frustration of purpose, or failure of the Trustee to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Lease, it being the intention of the parties that the payments required by this Lease will be paid in full when due without any delay or diminution whatsoever, subject only to the annually renewable nature of the Town's obligation hereunder as set forth in Section 6.1 hereof, and further subject to the Town's rights under Section 9.3 hereof. Notwithstanding any dispute between the Town and the Trustee, the Town shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals in such Fiscal Years and shall not withhold any Base Rentals or Additional Rentals, for which an Appropriation has been effected by the Town, pending final resolution of such dispute (except to the extent permitted by Sections 8.2 and 9.3 hereof with respect to certain Additional Rentals), nor shall the Town assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Trustee shall affect the Town's obligation to pay all Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, in such Fiscal Years subject to this Article (except to the extent provided by Sections 8.2 and 9.3 hereof with respect to certain Additional Rentals).

Section 6.4 Nonappropriation. In the event that the Town gives notice that it intends to not renew this Lease as provided by Section 4.1 hereof or the Town shall not effect an Appropriation, on or before December 31 of each Fiscal Year, of moneys to pay all Base Rentals and reasonably estimated Additional Rentals coming due for the next ensuing Renewal Term as provided in Section 4.1 hereof and this Article, or in the event that the Town is proceeding under the provisions of Section 10.3(c) hereof (when applicable), an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(a) In the event the Trustee does not receive the written notice provided for by Section 4.1 hereof or evidence that an Appropriation has been effected by the Town on or before December 31 of a Fiscal Year, then the Trustee shall declare an Event of Nonappropriation on the first Business Day of the February following such Fiscal Year or such declaration shall be made on any earlier date on which the Trustee receives official, specific written notice from the Town that this Lease will not be renewed; provided that the Trustee's failure to declare an Event of Nonappropriation on such date shall not be construed as a waiver of the Event of Nonappropriation or the consequences of an Event of Nonappropriation under this Lease. In order to declare an Event of Nonappropriation, the Trustee shall send written notice thereof to the Town.

(b) The Trustee shall waive any Event of Nonappropriation which is cured by the Town, within 30 days of the receipt by the Town of notice from the Trustee as provided in (a) above, by a duly effected Appropriation to pay all Base Rentals and sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Renewal Term.

(c) Pursuant to the terms of the Indenture, the Trustee may waive any Event of Nonappropriation which is cured by the Town within a reasonable time with the procedure described in (b) above.

In the event that during the Initial Term or any Renewal Term, any Additional Rentals shall become due which were not included in a duly effected Appropriation and moneys are not specifically budgeted and appropriated or otherwise made available to pay such Additional Rentals within 60 days subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Trustee to the Town to such effect (subject to waiver by the Trustee as hereinbefore provided).

If an Event of Nonappropriation occurs, the Town shall not be obligated to make payment of the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after the last day of the Initial Term or any Renewal Term during which such Event of Nonappropriation occurs; provided, however, that, subject to the limitations of Sections 6.1 and 14.3 hereof, the Town shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the Town shall continue to occupy, use or retain possession of the Leased Property.

Subject to Section 6.5 hereof, the Town shall in all events vacate or surrender possession of the Leased Property by March 1 of the Renewal Term in respect of which an Event of Nonappropriation has occurred.

After March 1 of the Renewal Term in respect of which an Event of Nonappropriation has occurred, the Trustee may proceed to exercise all or any Lease Remedies.

The Town acknowledges that, upon the occurrence of an Event of Nonappropriation (a) the Trustee shall be entitled to all moneys then being held in all funds created under the Indenture (except the Rebate Fund and any defeasance escrow accounts) to be used as described therein and (b) all property, funds and rights then held or acquired by the Trustee upon the termination of this Lease by reason of an Event of Nonappropriation are to be held by the Trustee in accordance with the terms of the Indenture.

Section 6.5 Holdover Tenant. If the Town fails to vacate the Leased Property after termination of this Lease, whether as a result of the occurrence of an Event of Nonappropriation or an Event of Lease Default as provided in Section 14.2(a) hereof, with the written permission of the Trustee it will be deemed to be a holdover tenant on a month-to-month basis, and will be bound by all of the other terms, covenants and agreements of this Lease. Any holding over by the Town without the written permission of the Trustee shall be at sufferance. The amount of rent to be paid monthly during any period when the Town is deemed to be a holdover tenant will be equal to (a) one-sixth of the Interest Portion of the Base Rentals coming due on the next succeeding Base Rentals Payment Date plus one-twelfth of the Principal Portion of the Base Rentals coming due on the next succeeding Base Rentals Payment Date on which a Principal Portion of the Base Rentals would have been payable with appropriate adjustments to ensure the full payment of such amounts on the due dates thereof in the event termination occurs during a Renewal Term plus (b) Additional Rentals as the same shall become due.

Section 6.6 Prohibition of Adverse Budget or Appropriation Modifications. To the extent permitted by law, the Town shall not, during any Fiscal Year of the Lease Term, make any budgetary transfers or other modifications to its then existing budget and appropriation measures relating to the Leased Property or this Lease which would adversely affect the Town's ability to meet its obligation to pay Base Rentals and duly budgeted and appropriated Additional Rentals hereunder.

ARTICLE 7
LEASING OF THE LEASED PROPERTY; DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 7.1 Leasing of the Leased Property. Design, Acquisition, Construction and Improvement of the Project. As further provided in Section 8.1 hereof, fee simple title to the Leased Property is held by the Town. Pursuant to the Site Lease, the Town has leased the Leased Property to the Trustee and pursuant to this Lease, the Town leases the Leased Property back from the Trustee.

The Town hereby agrees that it will make all contracts, orders, receipts, writings and instructions, including all Project Contracts, with any other persons, firms or corporations and in general do all things that may be necessary, requisite or proper for the acquisition, construction, installation and completion of the Project. The Town agrees to comply with all applicable federal, State of Colorado and local law in connection with the making of contracts for the Project. The administration of the Project is to comply with all policies and procedures and all standard contractual and procedural documents required by the Town, except that pursuant to Section 7.5 upon termination of this Lease due to the occurrence of an Event of Nonappropriation or an Event of Lease Default, all Project Contracts shall be fully and freely assignable to the Trustee. Notwithstanding anything to the contrary contained in this Lease or the Indenture, all Project Documents shall be made and approved by the Town. The Town hereby further agrees:

(a) The Town shall cause the Project to be completed as herein provided; and

(b) The Town agrees to complete the Project with all reasonable dispatch, and to use its best efforts to have all of the Project completed by the Completion Date or as soon thereafter as may be practicable.

So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Lease Default shall have occurred and be continuing, the Town shall have full power to carry out the acts and agreements provided in this Section 7.1, and such power shall not be terminated or restricted by act of the Trustee, except as provided in this Section 7.1.

The Town agrees to implement and complete the Project pursuant to this Article 7, through the application of moneys to be disbursed by the Trustee from the Construction Fund pursuant to the Indenture. If, for any reason, the Project is not completed by the Completion Date, there shall be no resulting liability on the part of the Town or the Trustee or an Event of Lease Default hereunder, and there shall be no diminution in or postponement of the Base Rentals and Additional Rentals required to be paid by the Town and for which an Appropriation has been effected by the Town during the Lease Term. However, in the event that the Trustee does not receive a Certificate of Completion in respect of the Project, as required in Section 7.3 of this Lease, by the Completion Date, and unless the Town opts to complete the Project and submits a reasonable schedule of completion to the Trustee, the Trustee shall, upon 30 days written notice to the Town, be authorized, but not required, to complete the remainder of the Project from any moneys remaining in the Construction Fund for the Project.

This Lease will not be construed to make the Trustee personally liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them

in connection with the Project, or for debts or claims accruing to the Leased Property against the Town. Except as provided in Section 3.5 hereof, this Lease will not create any contractual relationship either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Project. Notwithstanding anything herein or in the Indenture to the contrary, during the Lease Term, the Trustee will not be deemed to exercise control over or be an operator of the Project and will not be responsible or liable for the operation, use and maintenance of the Project or the Leased Property.

Section 7.2 Disbursements for Costs of the Project. So long as no Event of Nonappropriation or Event of Lease Default has occurred and be continuing, the Trustee shall disburse the moneys in the Construction Fund created under the Indenture to pay the Costs of the Project. Such disbursements from the Construction Fund shall be made upon receipt by the Trustee of a Requisition signed by the Town Representative, in substantially the form set forth in **Exhibit E** hereto, specifying in reasonable detail the nature of the obligation. The Trustee shall have no duty to review or examine the accompanying bill, invoice or statement of account, but may conclusively rely on the properly executed Requisition.

If an Event of Nonappropriation or an Event of Lease Default shall occur after the execution and delivery of this Lease, but prior to the Completion Date, any moneys held in funds and accounts created under the Indenture (other than moneys on deposit in the Rebate Fund and any defeasance escrow funds) may be utilized by the Trustee to complete, repair or modify the Project, or may be disbursed for the payment of Certificates executed and delivered pursuant to the Indenture or other charges as the Trustee may deem appropriate in accordance with the standards concerning the Trustee contained in the Indenture, subject to Section 11.5 hereof.

Under the Indenture, the Trustee is authorized and directed to issue its checks or drafts or transmit wire payments for each disbursement to pay Costs of the Project provided for herein. The Town hereby consents to such disbursements by the Trustee. The Trustee shall keep and maintain accurate records pertaining to the Construction Fund established under the Indenture and all disbursements therefrom in accordance with the Requisitions. After the Project has been completed and the Certificate of Completion has been filed with the Trustee as provided in Section 7.3 of this Lease, and after any amounts remaining on deposit in the Construction Fund have been applied in accordance with Section 7.3 hereof, the Trustee shall provide account statements to the Town.

Section 7.3 Completion of Construction. Upon the substantial completion of the Project, the Town Representative shall execute and deliver to the Trustee a Certificate of Completion in substantially the form of **Exhibit F** hereto.

In the event that, after the delivery of the Certificate of Completion, there remains in the Construction Fund created under the Indenture any unreserved balance, such balance shall be used, as directed in writing by the Town, to:

(a) add to, modify or alter the Project or add new components thereto provided that such addition, modification or alteration shall be consistent with, and shall not violate the covenants contained in, the Tax Certificate and in Section 11.5 hereof,

(b) make a transfer to the Base Rentals Fund created under the Indenture in amounts consistent with, and not in violation of the covenants contained in, the Tax Certificate, for a credit against the Base Rentals as the same shall become due, or

(c) effect a combination of the foregoing.

Section 7.4 Title Insurance. The Trustee shall be provided with an owner's or a leasehold owner's title insurance policy insuring the Trustee's leasehold interest in the Site pursuant to the Site Lease, subject only to Permitted Encumbrances, in an amount not less than the aggregate principal amount of the Certificates or such lesser amount as shall be the maximum insurable value of the Site. Such policy, or a binding commitment therefor, shall be provided to the Trustee concurrently with the issuance of the Certificates. The Trustee shall have no duty to review any policy or commitment to determine compliance with this Section 7.4.

Section 7.5 Project Contracts. The Town represents that, in the opinion of the Town, based upon an examination of the property, estimated design, construction, acquisition and installation costs and the configuration of the Project, the Project can, to the best of the Town's present knowledge, be constructed, acquired and installed for a total cost within the amount of funds to be available in the Construction Fund created under the Indenture, including anticipated investment income. In the event of cost overruns resulting in the Costs of the Project exceeding the amount available in the Construction Fund created under the Indenture the Town shall, all in connection with the leasing of the Site and the implementation and completion of the Project, either (a) make such modifications to the plans and specifications for the Project as will permit the Project to be provided from the amounts available therefor under the Indenture or (b) upon the Approval of Special Counsel, the Town shall deposit additional funds sufficient to complete the Project, received from appropriations by the Town or from the proceeds of Additional Certificates, in the Construction Fund created under the Indenture. If the Town pays any portion of the Costs of the Project pursuant to this Section, it shall not be entitled to any reimbursement therefor from the Trustee or any Owner of Certificates, nor shall it be entitled to any diminution in or postponement of the Base Rentals and the Additional Rentals payable under this Lease.

Upon the occurrence of an Event of Nonappropriation or an Event of Lease Default, the Trustee as lessee of the Leased Property under the Site Lease, may complete the Project, utilizing any moneys available therefor (except for any moneys on deposit in the Rebate Fund and any defeasance escrow funds). All Project Contracts shall provide that, upon a termination of the Lease Term by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default or upon the Trustee's assuming control over completion of the Project as provided in Section 7.1 of this Lease, and upon written notice by the Trustee to the party or parties to the Project Contracts that any of such event has occurred: (a) such contracts shall be fully and freely assignable to the Trustee, without the consent of any other person and the Trustee may choose to assume or not assume such contracts; and (b) if the Trustee does so assume such contracts, the other party or parties thereto shall perform the agreements contained therein for the Trustee. All Project Contracts shall also provide that, upon an Event of Nonappropriation or an Event of Lease Default and upon written notice from the Trustee, the Trustee may, in its sole discretion, terminate some or all of such Project Contracts; and the other party or parties thereto shall then be entitled to payment only from amounts available therefor under the Indenture and only for work done prior to such termination. Upon the occurrence of an Event of Nonappropriation or an Event of Lease

Default or upon the Trustee's assuming control over the implementation and completion of the Project as provided in Section 7.1 hereof, and upon receipt of a written request from the Trustee, the Town shall assign all of its right, title and interest in and to any or all Project Contracts to the Trustee and shall deliver all such Project Documents held by it to the Trustee.

Section 7.6 Project Documents. The Town Representative shall furnish to the Trustee upon request (though the Trustee shall have no duty to review) copies of the Project Documents, as soon after the commencement of the Lease Term as such Project Documents shall become available to the Town and from time to time thereafter. Neither the Project Documents nor any change or amendment thereto shall (a) cause the Project to be used for any purpose prohibited hereby or by the Constitution or laws of the State; (b) result in a material reduction in the value of the Project (except as provided in Section 7.5 hereof); (c) adversely affect the ability of the Town to meet its obligations hereunder; or (d) cause the Town to violate its tax covenant in Section 11.5 hereof.

Section 7.7 Defaults Under Project Contracts. In the event of any material default by a design consultant or construction contractor under any of the Project Contracts, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Town shall promptly proceed, either separately or in conjunction with others, to diligently pursue its remedies against such design consultant or contractor and/or against each surety of any bond securing the performance of such Project Contracts. The Net Proceeds of any amounts recovered by way of damages, liquidated damages, refunds, adjustments, or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorneys' fees and costs) shall be paid to the Trustee for deposit to the Construction Fund created under the Indenture if prior to the Completion Date, or if after the Completion Date, to the Trustee for deposit in a separate trust fund in accordance with Section 10.2 of this Lease.

Section 7.8 Performance and Payment Bonds. Each contractor entering into a Project Contract for the construction of the Project shall be required to furnish a performance and payment bond, a subcontractor default insurance policy, or similar policy, in a form acceptable to the Town, copies of which shall be provided to the Town and the Trustee upon request. Such bonds or policies shall be in favor of the Town and the Trustee as co-obligees, subject to the provisions of the Indenture, shall be executed by a corporate surety licensed to transact business in the State and acceptable to the Town, and shall be in an amount equal to the contract price for such contractor's Project Contract. If, at any time during the construction of the Project, the surety on such bond or issuer of any default insurance policy shall be disqualified from doing business within the State, or shall otherwise become incapable of performing its obligations under such bond or policy, an alternate surety or policy acceptable to the Town shall be selected. In the event of any change order resulting in the performance of additional work in connection with the Project, the amounts of such bonds or policies pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project.

Section 7.9 Professional Errors and Omissions Liability Insurance. The Town shall require in its contracts with the design consultants for the Project that they obtain and maintain professional liability insurance for damages for claims by reasons of any negligent act, error or omission committed or alleged to have been committed by them or anyone for whom they are liable, in an amount of not less than $2,000,000 per claim and $2,000,000 aggregate.

Professional liability insurance coverage may be structured to provide coverage on a "claims-made" basis; provided, however, the professional liability insurance coverage shall remain in effect for the period set out in C.R.S. §13-80-104. Deductibles for such insurance shall be paid by the design consultants. The limits of this insurance shall not be reduced unless approved by the Town and the Trustee in writing.

Section 7.10 Contractor's Commercial General Liability Insurance. Each contractor entering into a Project Contract for the construction of any portion of the Project shall be required to procure and maintain Commercial General Liability Insurance during the duration of such contractor's Project Contract in the amount of at least $2,000,000 per each occurrence and $4,000,000 general aggregate. The policies shall be applicable to all premises and operations. Such policies shall include the Town and the Trustee as additional named insureds and shall include a provision prohibiting cancellation or termination without 30 days prior written notice to the Town and the Trustee. A certificate of insurance in a form acceptable to the Town shall be provided to the Town and the Trustee with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage, contractual liability and completed operations.

Section 7.11 Design Consultant's General Liability Insurance. Each design consultant entering into a Project Contract for the design of any portion of the Project shall be required to procure and maintain Commercial General Liability Insurance during the duration of such design consultant's Project Contract in the amount of at least $1,000,000 per each occurrence, and $2,000,000 general aggregate. The policies shall be applicable to all premises and operations. Such policies shall include the Town and the Trustee as additional named insureds and shall include a provision prohibiting cancellation or termination without 30 days prior written notice to the Town and the Trustee. A certificate of insurance in a form acceptable to the Town shall be provided to the Town and Trustee with respect to each design consultant. Such insurance shall provide protection from all claims for bodily injury, including death, property damage, contractual liability and completed operations.

Section 7.12 Contractor's Automobile Liability Insurance. Each contractor entering into a Project Contract for the construction of any portion of the Project shall be required to procure and maintain automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for any one occurrence as well as a $10,000,000 umbrella policy with respect to each of the contractor's owned, hired or non-owned vehicles assigned to or used in performance of its work.

Section 7.13 Builder's Risk Insurance. Each contractor entering into a Project Contract for the construction of any portion of the Project shall be required to provide Builder's Risk Insurance with minimum limits of $30,000,000. A certificate of insurance shall be provided to the Trustee and the Town within seven Business Days of the effective date of the policies. The policies shall be written on an "all risk" basis and shall name the Town and the Trustee as insureds. The policies shall contain a waiver of subrogation by the issuer of such policies with respect to the Town and the Trustee, and their respective officers, agents and employees while acting within the scope of their employment.

Section 7.14 Design Consultant's and Contractor's Worker's Compensation Insurance. Each design consultant and contractor entering into a Project Contract shall be required to procure and maintain, at its own cost and expense, worker's compensation insurance during the term of its Project Contract covering its employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without 30 days' prior written notice to the Town and the Trustee. A certificate issued by the state compensation insurance fund evidencing such coverage shall be provided to the Town or, if such insurance is provided by a private carrier, a completed certificate of insurance, in a form acceptable to the Town, shall be provided to the Town with respect to each design consultant and contractor. Minimum limits of Worker's Compensation Insurance shall be $500,000 each accident; $500,000 disease policy and $500,000 disease each employee.

Section 7.15 Proceeds of Certain Insurance Policies and Performance Bonds. The Net Proceeds of any performance or payment bond or insurance policy required by Sections 7.8 through 7.13 and any Net Proceeds received as a consequence of default under a Project Contract as provided by Section 7.7 of this Lease, shall be deposited into the Construction Fund if received prior to the Completion Date and, if received after the Completion Date, remitted to the Trustee for deposit in a separate trust fund in accordance with Section 10.2 of this Lease.

ARTICLE 8
TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the Leased Property. At all times during the Lease Term, title to the Leased Property shall remain in the Town, subject to the Site Lease, this Lease, the Indenture and any other Permitted Encumbrances. Except for personal property purchased by the Town at its own expense pursuant to Section 9.2 of this Lease, a leasehold estate in the Leased Property and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Trustee until the Trustee has exercised Lease Remedies or until the Trustee's leasehold interest in the Leased Property is conveyed to the Town as provided in Article 12 of this Lease, or until termination of the Site Lease, notwithstanding (a) the occurrence of an Event of Nonappropriation; (b) the occurrence of one or more Events of Lease Default; (c) the occurrence of any event of damage, destruction, condemnation, or construction, manufacturing or design defect or title defect, as provided in Article 10 of this Lease; (d) termination of the right of the Town to direct the acquisition, construction and equipping of the Project pursuant to Section 7.1 of this Lease, or (d) the violation by the Trustee of any provision of the Site Lease or this Lease. The Trustee shall not, in any way, be construed as the owner of the Leased Property.

Section 8.2 No Encumbrance, Mortgage or Pledge of the Leased Property. Except as may be permitted by this Lease, the Town shall not permit any mechanic's or other lien to be established or remain against the Leased Property; provided that, if the Town shall first notify the Trustee of the intention of the Town to do so, the Town may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the Town that, in the opinion of Counsel, by nonpayment of any such items the Trustee's leasehold interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the Town shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Trustee will cooperate in any such contest. Except as may be permitted by this Lease, the Town shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Property, except Permitted Encumbrances. The Town shall promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim not excepted above.

ARTICLE 9
MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1 Maintenance of the Leased Property by the Town. Subject to its right to not appropriate and as otherwise provided in Section 10.3 hereof, the Town agrees that at all times during the Lease Term, the Town will maintain, preserve, and keep the Leased Property or cause the Leased Property to be maintained, preserved, and kept, in good repair, working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, including replacements, if necessary. The Trustee shall have no responsibility in any of these matters or for the making of any additions, modifications, or replacements to the Leased Property.

Section 9.2 Modification of the Leased Property; Installation of Furnishings and Machinery of the Town. The Town shall have the privilege of making substitutions, additions, modifications and improvements to the Leased Property, at its own cost and expense, as appropriate and any such substitutions, additions, modifications and improvements to the Leased Property shall be the property of the Town, subject to the Site Lease, this Lease and the Indenture and shall be included under the terms of the Site Lease, this Lease and the Indenture; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause the Leased Property to be used for purposes other than lawful governmental functions of the Town (except to the extent of subleasing permitted under Section 13.2 hereof) or cause the Town to violate its tax covenant in Section 11.5 hereof; and provided that the Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to such making of substitutions, additions, modifications and improvements.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Leased Property. All such machinery, equipment and other tangible property shall remain the sole property of the Town in which the Trustee shall have no interests; provided, however, that title to any such machinery, equipment and other tangible property shall become part of the Leased Property and be included under the terms of this Lease to the extent that (a) any such machinery, equipment, or other tangible property is permanently affixed to the Leased Property or (b) the removal of such machinery, equipment, or other tangible property would damage or impair the Leased Property.

The Town shall have the right to make substitutions to the Leased Property upon compliance with the provisions set forth in Section 11.4 hereof.

Section 9.3 Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the Town shall pay the amount of all such taxes, assessments and governmental charges then due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances, the Town shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property (including, without limitation, any taxes levied upon

the Leased Property which, if not paid, will become a charge on the rentals and receipts from the Leased Property, or any interest therein, including the leasehold interests of the Trustee), or the rentals and revenues derived therefrom or hereunder. The Town shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges and fees and other expenses incurred in the operation, maintenance, and upkeep of the Leased Property.

The Town may, at its expense, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the Town that, in the opinion of Counsel, by nonpayment of any such items the value of the Leased Property will be materially endangered or the Leased Property will be subject to loss or forfeiture, or the Trustee will be subject to liability, in which event such taxes, assessments, utility or other charges shall be paid forthwith (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility or other charges).

Section 9.4 Provisions Regarding Casualty, Public Liability and Property Damage Insurance. During the Initial Term and each Renewal Term and until termination of the Lease Term pursuant to Section 4.2 hereof, the Town shall, at its own expense, cause casualty and property damage insurance to be carried and maintained with respect to the Leased Property in an amount at least equal to the estimated replacement cost of the buildings and improvements comprising the Leased Property. Such insurance policy or policies may have a deductible clause in an amount deemed reasonable by the Town. The Town may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other buildings and equipment as well, as long as such blanket insurance policies comply with the requirements hereof.

If the Town shall insure against similar risks by self-insurance, the Town may, at its election, provide for casualty and property damage insurance with respect to the Leased Property, partially or wholly by means of a self-insurance fund. If the Town shall elect to self-insure, the Town Representative shall annually furnish to the Trustee a certification of the adequacy of the Town's reserves.

Upon the execution and delivery of this Lease and until termination of the Lease Term pursuant to Section 4.2 hereof, the Town shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by the Town in connection with the use of the Leased Property, in an amount not less than the limitations provided in the Colorado Governmental Immunity Act (Article 10 of Title 24, Colorado Revised Statutes, as amended). The public liability insurance required by this Section may be by blanket insurance policy or policies. The Town, at its election, may provide for such public liability insurance, partially or wholly by means of a self-insurance fund as provided by applicable law, in compliance with the requirements hereof. Any such self-insurance shall be deemed to be insurance coverage hereunder.

Any casualty and property damage insurance policy required by this Section shall be so written or endorsed as to make losses, if any, payable to the Town and the Trustee, as their

respective interests may appear. All insurance policies issued pursuant to this Section, or certificates evidencing such policies, shall be deposited with the Trustee. No employee of the Town shall have the power to adjust or settle any casualty or property damage loss with respect to the Leased Property that reduces the value of the Leased Property, whether or not covered by insurance, without the prior written consent of the Trustee; except that losses not exceeding $100,000 may be adjusted or settled by the Town without the Trustee's consent. The Trustee shall have no responsibility for the monitoring, renewing, or receiving of the insurance policies, or the certificates evidencing such policies, or the documents pertaining thereto, except as provided herein.

Upon completion of the Project, the Town shall provide the Trustee with evidence that the insurance required pursuant to this Section 9.4 is in effect. A certification by the Town Representative that such insurance is in effect shall be sufficient evidence of insurance. A certificate of insurance from the Town or the Town's insurance agent will also be acceptable evidence of insurance.

Section 9.5 Advances. If the Town fails to pay any Additional Rentals during the Lease Term as such Additional Rentals become due, the Trustee may (but shall not be obligated to) pay such Additional Rentals and the Town agrees to reimburse the Trustee to the extent permitted by law and subject to Appropriation as provided under Article 6 hereof.

Section 9.6 Granting of Easements. As long as no Event of Nonappropriation or Event of Lease Default shall have happened and be continuing, the Trustee shall upon the request of the Town, (a) grant or enter into easements, permits, licenses, party wall and other agreements, rights-of-way (including the dedication of public roads), and other rights or privileges in the nature of easements, permits, licenses, party wall and other agreements, and rights of way with respect to any property or rights included in this Lease (whether such rights are in the nature of surface rights, sub-surface rights or air space rights), free from this Lease and any security interest or other encumbrance created hereunder or thereunder; (b) release existing easements, permits, licenses, party wall and other agreements, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration; and (c) execute and deliver any instrument necessary or appropriate to grant, enter into or release any such easement, permit, license, party wall or other agreement, right-of-way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant, agreement or release, and (ii) a written application signed by the Town Representative requesting such grant, agreement or release and stating that such grant, agreement, or release will not materially impair the effective use or materially interfere with the operation of the Leased Property.

ARTICLE 10
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1 Damage, Destruction and Condemnation. If, during the Lease Term,

(a) the Leased Property shall be destroyed (in whole or in part), or damaged by fire or other casualty; or

(b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate or any interest of the Town or the Trustee in the Leased Property is taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or entity acting under governmental authority; or

(c) a breach of warranty or a material defect in the construction, manufacture, or design of the Leased Property becomes apparent; or

(d) title to or the use of all or a portion of the Leased Property is lost by reason of a defect in title thereto;

then the Town shall be obligated to continue to pay Base Rentals and Additional Rentals (subject to Article 6 hereof).

Section 10.2 Obligation to Repair and Replace the Leased Property. The Town and the Trustee, to the extent Net Proceeds are within their respective control, shall cause such Net Proceeds of any insurance policies, performance bonds or condemnation awards received prior to the Completion Date to be deposited in the Construction Fund and after the Completion Date to be deposited in a separate trust fund held by the Trustee. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the Town, upon receipt by the Trustee of requisitions signed by the Town Representative stating with respect to each payment to be made:

(a) the requisition number;

(b) the name and address of the person, firm, or entity to whom payment is due;

(c) the amount to be paid; and

(d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation.

The Trustee shall have no duty to review or examine the accompanying bill, invoice or statement of account, but may conclusively rely on the properly executed disbursement request. The Trustee shall agree to cooperate with the Town and the Town shall use its best reasonable efforts subject to the terms of the Indenture to enforce claims which may arise in connection with material defects in the construction, manufacture or design of the Leased Property or otherwise.

If there is a balance of any Net Proceeds allocable to the Leased Property remaining after such repair, restoration, modification, improvement or replacement has been completed (as confirmed in writing to the Trustee by the Town), this balance shall be used by the Town, to:

(a) add to, modify or alter the Leased Property or add new components thereto, or

(b) prepay the Base Rentals with a corresponding adjustment in the amount of Base Rentals payable under Exhibit C (Base Rentals Schedule) to this Lease, or

(c) accomplish a combination of (a) and (b).

Any repair, restoration, modification, improvement or replacement of the Leased Property paid for in whole or in part out of Net Proceeds allocable to the Leased Property shall be the property of the Town, subject to the Site Lease, this Lease and the Indenture and shall be included as part of the Leased Property under this Lease.

Section 10.3 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 10.2 of this Lease, the Town may elect to:

(a) complete the work or replace such Leased Property (or portion thereof) with similar property of a value equal to or in excess of such portion of the Leased Property and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the Town are available for payment of such cost, any cost in excess of the amount of the Net Proceeds allocable to the Leased Property, and the Town agrees that, if by reason of any such insufficiency of the Net Proceeds allocable to the Leased Property, the Town shall make any payments pursuant to the provisions of this paragraph, the Town shall not be entitled to any reimbursement therefor from the Trustee, nor shall the Town be entitled to any diminution of the Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, payable under Article 6 of this Lease; or

(b) apply the Net Proceeds allocable to the Leased Property to the payment of the Purchase Option Price in accordance with Article 12 of this Lease, or an appropriate portion thereof. In the event of an insufficiency of the Net Proceeds for such purpose, the Town shall, subject to the limitations of Section 6.1 hereof, pay such amounts as may be necessary to equal that portion of the Purchase Option Price which is attributable to the Leased Property for which Net Proceeds have been received (as certified to the Trustee by the Town); and in the event the Net Proceeds shall exceed such portion of the Purchase Option Price, such excess shall be used as directed by the Town in the same manner as set forth in Section 10.2 hereof; or

(c) if the Town does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject to the Town's right to cure, the Trustee may pursue remedies available to it following an Event of Nonappropriation.

The above referenced election shall be made by the Town within 90 days of the occurrence of an event specified in Section 10.1 of this Lease. It is hereby declared to be the Town's present intention that, if an event described in Section 10.1 hereof should occur and if the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration, modification, improvement or replacement of the Leased Property, the Town would use its best efforts to proceed under either paragraph (a) or paragraph (b) above; but it is also acknowledged that the Town must operate within budgetary and other economic constraints applicable to it at the time, which cannot be predicted with certainty; and accordingly the foregoing declaration shall not be construed to contractually obligate or otherwise bind the Town.

Section 10.4 Cooperation of the Trustee. The Trustee shall cooperate fully with the Town, at the expense of the Town to be paid as Additional Rentals, in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property and in the enforcement of all warranties relating to the Leased Property. So long as no Event of Lease Default or Event of Nonappropriation has occurred and is then existing, the Trustee shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, or prospective or pending condemnation proceeding with respect to the Leased Property without the written consent of the Town.

ARTICLE 11
DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.1 Disclaimer of Warranties. THE TRUSTEE HAS NOT MADE AND WILL NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. THE TOWN HEREBY ACKNOWLEDGES AND DECLARES THAT THE TOWN IS SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND OPERATION OF THE LEASED PROPERTY, AND THAT THE TRUSTEE HAS NO RESPONSIBILITY THEREFOR. For the purpose of enabling the Town to discharge such responsibility, the Trustee constitutes and appoints the Town as its attorney in fact for the purpose of asserting and enforcing, at the sole cost and expense of the Town, all contractor's and manufacturer's warranties and guaranties, express or implied, with respect to the Leased Property, as well as any claims or rights the Trustee may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. Except as otherwise provided in this Lease, the Trustee shall not be liable for any direct or indirect, incidental, special, punitive or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Town of any item, product, or service provided for herein except that nothing shall relieve the Trustee's liability for any claims, damages, liability or court awards, including costs, expenses and attorney fees, relating to or arising from the Trustee's actions or omissions that result from the negligence, bad faith or intentional misconduct of the Trustee or its employees.

Section 11.2 Further Assurances and Corrective Instruments. The Trustee and the Town agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereof or supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property.

Section 11.3 Compliance with Requirements. During the Lease Term, the Town and the Trustee shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property, provided that the Town and the Trustee may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Leased Property.

Section 11.4 Substitution of Leased Property. So long as no Event of Lease Default or Event of Nonappropriation shall have occurred and be continuing, the Town shall be entitled to substitute any improved or unimproved real estate (collectively, the "Replacement Property"), for any Leased Property then subject to the Site Lease, this Lease, and the Indenture, upon receipt by the Trustee of a written request of the Town Representative requesting such release and substitution, provided that:

(a) such Replacement Property shall have an equal or greater value and utility (but not necessarily the same function) to the Town as the Leased Property proposed to be released, as determined by a certificate from the Town to that effect;

(b) the insured replacement value of Replacement Property, together with the insured replacement value of any portion of the Leased Property that remains after such substitution, shall be not less than the aggregate principal amount of the Outstanding Certificates, as certified in writing by the Town Representative; and

(c) the execution and delivery of such supplements and amendments to the Site Lease, this Lease and the Indenture, as applicable, and any other documents necessary to subject the Replacement Property to the encumbrance of the Site Lease, this Lease and the Indenture, and to release the portion of the Leased Property to be released from the encumbrance Site Lease, this Lease and the Indenture.

The Trustee acknowledges the Town's rights to release and substitute property pursuant to this Section 11.4 and agrees it shall execute any and all conveyances, releases, or other documents presented to it by the Town that the Town determines are necessary or appropriate in connection therewith.

Section 11.5 Tax Covenants. The Town acknowledges that the moneys in all funds and accounts expected to be created under the Indenture are to be invested or deposited by the Trustee, at the written direction of the Town.

The Town covenants for the benefit of the Owners of the Certificates that it will not take any action or omit to take any action with respect to the Certificates, the proceeds thereof, any other funds of the Town, or any facilities financed or refinanced with the proceeds of the Certificates (except for the possible exercise of the Town's right to terminate this Lease as provided herein) if such action or omission (i) would cause the interest on the Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Certificates to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Certificates to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the Town's right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Certificates, until the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code and Colorado law have been met.

In addition, the Town covenants that its direction of investments pursuant to Article 5 of the Indenture shall be in compliance with the procedures established by the Tax Certificate to the extent required to comply with its covenants contained in the foregoing provisions of this Section. The Town hereby agrees that, to the extent necessary, it will, during the Lease Term, pay to the Trustee such sums as are required for the Trustee to pay the amounts due and owing to the United States Treasury as rebate payments. Any such payment shall be accompanied by directions to the Trustee to pay such amounts to the United States Treasury. Any payment of Town moneys pursuant to the foregoing sentence shall be Additional Rentals for all purposes of this Lease.

The Town is to execute the Tax Certificate in connection with the execution and delivery of this Lease, which Tax Certificate shall provide further details in respect of the Town's tax covenants herein.

Section 11.6 Undertaking to Provide Ongoing Disclosure. The Town covenants for the benefit of the Owners and the Beneficial Owners of the Certificates to comply with the terms of the Continuing Disclosure Certificate, provided that a failure of the Town to do so shall not constitute an Event of Lease Default. The Trustee shall have no power or duty to enforce this Section. No Certificate Owner or Beneficial Owner shall be entitled to damages for the Town's non-compliance with its obligations under this Section.

Section 11.7 Covenant to Reimburse Legal Expenses. To the extent permitted by law and subject to Appropriation by the Town Council, the Town shall defend and hold harmless the Trustee against claims arising from the alleged negligent acts or omissions of the Town's public employees, which occurred or are alleged to have occurred during the performance of their duties and within the scope of their employment, unless such acts or omissions are, or are alleged to be, willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, § 24-10-101, et. seq., C.R.S., as now or hereafter amended. The Town shall include as Additional Rentals, the reimbursement of reasonable and necessary expenses incurred by the Trustee to defend the Trustee from and against all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of the Leased Property or from any work or thing done on the Leased Property during the Lease Term requested by the Town, or from any condition of the Leased Property caused by the Town. This duty to reimburse the Trustee's legal expenses is not an indemnification and it is expressly understood that the Town is not indemnifying the Trustee and, as previously stated, is limited to Net Proceeds and moneys, if any, in excess of such Net Proceeds, for which an Appropriation has been effected.

Section 11.8 Access to the Leased Property; Rights to Inspect Books. The Town agrees that the Trustee shall have the right at all reasonable times to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Town for security purposes) and all of the Town's books and records with respect thereto, but the Trustee has no duty to inspect the Leased Property or such books or records. The Town further agrees that the Trustee shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Town to perform its obligations under this Lease. The Indenture allows the Town to have the right at all reasonable times to examine and inspect all of the Trustee's books and records with respect to the Leased Property and all funds and accounts held under the Indenture.

The Town and its representatives shall have the right to examine and inspect the books and records of the Trustee relating to the Leased Property at all reasonable times from the date of this Lease and until three years after the termination date of this Lease.

ARTICLE 12
PURCHASE OPTION

Section 12.1 Purchase Option. The Town shall have the option to purchase the Trustee's leasehold interest in the Leased Property at any time, but only if an Event of Lease Default or an Event of Nonappropriation has not occurred and is then continuing. The Town may exercise its option on any date by complying with one of the conditions set forth in Section 12.2.

The Town shall give the Trustee notice of its intention to exercise its option not less than 45 days in advance of the date of exercise and shall deposit the required moneys with the Trustee on or before the date selected to pay the Purchase Option Price. The Trustee may waive such notice or may agree to a shorter notice period in the sole determination of the Trustee.

If the Town shall have given notice to the Trustee of its intention to purchase the Trustee's leasehold interest in the Leased Property or prepay Base Rentals, but shall not have deposited the amounts with the Trustee on the date specified in such notice, the Town shall continue to pay Base Rentals, which have been specifically appropriated by the Town for such purpose, as if no such notice had been given.

Section 12.2 Transfer and Release of Leased Property After Payment of Purchase Option Price or all Base Rentals. The Trustee shall transfer and release the Trustee's leasehold interests in the Leased Property to the Town in the manner provided for in Section 12.3 of this Lease; provided, however, that prior to such transfer and release, either:

(a) the Town shall have paid the then applicable Purchase Option Price which shall equal the sum of the amount necessary to defease and discharge the Indenture as provided therein (i.e., provision for payment of all principal and interest portions of any and all Certificates which may have been executed and delivered pursuant to the Indenture shall have been made in accordance with the terms of the Indenture) plus any fees and expenses then owing to the Trustee or any other Additional rentals required to be paid hereunder; or

(b) the Town shall have paid all Base Rentals set forth in Exhibit C (Base Rentals Schedule) hereto, for the entire maximum Lease Term, and all then current Additional Rentals required to be paid hereunder.

At the Town's option, amounts then on deposit in any fund held under the Indenture (except the Rebate Fund and excluding any defeasance escrow funds) may be credited toward the Purchase Option Price.

Section 12.3 Manner of Conveyance. At the closing of the purchase or other conveyance of all of the Trustee's leasehold interest in the Leased Property pursuant to Section 12.2 of this Lease, the Trustee shall release and terminate the Site Lease, this Lease and the Indenture and execute and deliver to the Town any necessary documents releasing, assigning, transferring and conveying the Trustee's leasehold interest in the Leased Property, as they then exist, subject only to the following:

(a) Permitted Encumbrances, other than the Site Lease, this Lease and the Indenture;

(b) all liens, encumbrances and restrictions created or suffered to exist by the Trustee as required or permitted by the Site Lease, this Lease or the Indenture or arising as a result of any action taken or omitted to be taken by the Trustee as required or permitted by the Site Lease, this Lease or the Indenture;

(c) any lien or encumbrance created or suffered to exist by action of the Town; and

(d) those liens and encumbrances (if any) to which title to the Leased Property was subject when leased to the Trustee.

ARTICLE 13
ASSIGNMENT AND SUBLEASING

Section 13.1 Assignment by the Trustee; Replacement of the Trustee. Except as otherwise provided in this Lease and the Indenture, this Lease may not be assigned by the Trustee for any reason other than to a successor by operation of law or to a successor trustee under the Indenture or with the prior written consent of the Town which consent shall not be unreasonably withheld. The Trustee will notify the Town of any assignment to a successor by operation of law.

If an Event of Lease Default or Event of Nonappropriation has occurred and is continuing, the Trustee may act as herein provided, including exercising the remedies set forth in Section 14.2, without the prior written direction of the Town.

Section 13.2 Assignment and Subleasing by the Town. This Lease may not be assigned by the Town for any reason other than to a successor by operation of law. However, the Leased Property may be subleased, as a whole or in part, by the Town, without the necessity of obtaining the consent of the Trustee or any owner of the Certificates subject to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department of, or a political subdivision of, the State, or to another entity or entities with Approval of Special Counsel;

(b) This Lease, and the obligations of the Town hereunder, shall, at all times during the Lease Term remain obligations of the Town, and the Town shall maintain its direct relationships with the Trustee, notwithstanding any sublease;

(c) The Town shall furnish or cause to be furnished to the Trustee a copy of any sublease agreement;

(d) Any sublease of the Leased Property shall provide that it is subject to the terms and conditions of this Lease and that, except as hereinafter provided, it shall automatically terminate upon a termination of this Lease; provided, however, that upon a termination of this Lease due to an Event of Lease Default or an Event of Nonappropriation, the Trustee may, upon notification to the sublessee, keep any such sublease in full force and effect as a direct lease by the Trustee to the sublessee and, upon notice to the Town, the Town shall cooperate with the Trustee to effectuate the assignment of all its right, title and interest in and to all subleases to the Trustee e; and

(e) No sublease by the Town shall cause the Leased Property to be used for any purpose which would cause the Town to violate its tax covenant in Section 11.5 hereof.

ARTICLE 14
EVENTS OF LEASE DEFAULT AND REMEDIES

Section 14.1 Events of Lease Default Defined. Each of the following shall be an Event of Lease Default under this Lease:

(a) failure by the Town to pay any Base Rentals or Additional Rentals, which have been specifically appropriated by the Town for such purpose, during the Initial Term or any Renewal Term, within five Business Days of the date on which they are due; or

(b) subject to the provisions of Section 6.5 hereof, failure by the Town to vacate or surrender possession of the Leased Property by March 1 of any Renewal Term in respect of which an Event of Nonappropriation has occurred; or

(c) failure by the Town to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in (a) or (b), (and other than a failure to comply with Section 11.6 hereof) for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be received by the Town from the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if, in the Trustee's reasonable judgment, corrective action can be instituted by the Town within the applicable period and diligently pursued until the default is corrected; or

(d) failure by the Town to comply with the terms of the Site Lease.

The foregoing provisions of this Section 14.1 are subject to the following limitations:

(i) the Town shall be obligated to pay the Base Rentals and Additional Rentals, which have been specifically appropriated by the Town for such purpose, only during the then current Lease Term, except as otherwise expressly provided in this Lease; and

(ii) if, by reason of Force Majeure, the Town or the Trustee shall be unable in whole or in part to carry out any agreement on their respective parts herein contained other than the Town's agreement to pay the Base Rentals and Additional Rentals due hereunder, the Town or the Trustee shall not be deemed in default during the continuance of such inability. The Town and the Trustee each agree, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the Town or the Trustee from carrying out their respective agreements; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Town.

Section 14.2 Remedies on Default. Whenever any Event of Lease Default shall have happened and be continuing beyond any applicable cure period, the Trustee may, or shall at the request of the owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon indemnification as to costs and expenses as provided in the Indenture,

without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the Town to vacate and surrender possession of the Leased Property, which vacation and surrender the Town agrees to complete within 60 days from the date of such notice; provided, in the event the Town does not vacate and surrender possession on the termination date, the provisions of Section 6.5 hereof shall apply;

(b) lease or sublease the Leased Property or sell or assign any interest the Trustee has in the Leased Property, including the Trustee's leasehold interest in the Leased Property;

(c) recover from the Town:

(i) the portion of Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable hereunder, during any period in which the Town continues to occupy, use, or possess the Leased Property; and

(ii) Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable by the Town hereunder during the remainder, after the Town vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Lease Default occurs; or

(d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Site Lease, this Lease and the Indenture.

Upon the occurrence of an Event of Nonappropriation, the Trustee shall be entitled to recover from the Town the amounts set forth in Section 14.2(c)(i) hereof if the Town continues to occupy the Leased Property after December 31 of the Fiscal Year in which such Event of Nonappropriation occurs.

The Trustee shall also be entitled, upon any Event of Lease Default, to any moneys in any funds or accounts created under the Indenture (except the Rebate Fund or any defeasance escrow accounts).

Section 14.3 Limitations on Remedies. The remedies in connection with an Event of Lease Default shall be limited as set forth in this Section. A judgment requiring a payment of money may be entered against the Town by reason of an Event of Lease Default only as to the Town's liabilities described in paragraph (c) of Section 14.2 hereof. A judgment requiring a payment of money may be entered against the Town by reason of an Event of Nonappropriation only to the extent that the Town fails to vacate and surrender possession of the Leased Property

as required by Section 6.4 of this Lease, and only as to the liabilities described in paragraph (c)(i) of Section 14.2 hereof. The remedy described in paragraph (c)(ii) of Section 14.2 of this Lease is not available for an Event of Lease Default consisting of failure by the Town to vacate and surrender possession of the Leased Property by March 1 following an Event of Nonappropriation.

Section 14.4 No Remedy Exclusive. Subject to Section 14.3 hereof, no remedy herein conferred upon or reserved to the Trustee, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved in this Article 14, it shall not be necessary to give any notice, other than such notice as may be required in this Article 14.

Section 14.5 Waivers. The Trustee may waive any Event of Lease Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Payment of Base Rentals or Additional Rentals by the Town shall not constitute a waiver of any breach or default by the Trustee hereunder.

Section 14.6 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. To the extent permitted by law, in the case of an Event of Nonappropriation or an Event of Lease Default neither the Trustee nor the Town nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Indenture; and the Trustee and the Town, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws. Notwithstanding the foregoing, it is expressly understood that the Town cannot and does not hereby waive its right to set up, claim or seek to take advantage of its police powers or its Colorado constitutional or statutory right of eminent domain.

ARTICLE 15
MISCELLANEOUS

Section 15.1 Sovereign Powers of Town. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers or immunities of the Town. Nothing in this Lease shall be construed to require the Town to occupy and operate the Leased Property other than as lessee, or to require the Town to exercise its right to purchase the Trustee's leasehold interest in the Leased Property as provided in Article 12 hereof.

Section 15.2 Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (i) delivered personally, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, at the addresses indicated below, or to such other addresses as the respective parties may from time to time designate in writing, (iii) sent by electronic transmission which produces evidence of transmission, or (iv) in such other manner as authorized by the Town or the Trustee, as the case may be.

if to the Town,

Town of Castle Rock, Colorado
100 N. Wilcox St.
Castle Rock, Colorado 80104
Attention: Finance Director

with a copy to,

Town of Castle Rock, Colorado
100 N. Wilcox St.
Castle Rock, Colorado 80104
Attention: Town Attorney

if to the Trustee,

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services

The Town and the Trustee may, by written notice, designate any further or different means of communication or addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3 Third Party Beneficiaries. It is expressly understood and agreed that the Owners of the outstanding Certificates are third party beneficiaries to this Lease and enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Town, as lessee and the Trustee, as lessor, and their respective successors

and assigns, and to the Owners of the Certificates. Except as hereinafter provided, nothing contained in this Lease shall give or allow any such claim or right of action by any other or third person on this Lease. It is the express intention of the Town and the Trustee that any person other than the Town, the Trustee or the Owners of the Certificates receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

Section 15.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the Town and their respective successors and assigns, subject, however, to the limitations contained in Article 13 of this Lease.

Section 15.5 Amendments. This Lease may only be amended, changed, modified, or altered as provided in the Indenture.

Section 15.6 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Base Rentals Fund, the Construction Fund, the Costs of Execution and Delivery Fund, or any other fund or account created under the Indenture (except the Rebate Fund and any defeasance escrow account), upon termination of the Lease Term, and after payment in full of the Certificates (or provision for payment thereof having been made in accordance with the provisions of this Lease and the Indenture) and fees and expenses of the Trustee in accordance with this Lease and the Indenture, shall belong to and be paid to the Town by the Trustee, as an overpayment of Base Rentals.

Section 15.7 Triple Net Lease. This Lease shall be deemed and construed to be a "triple net lease" and, subject to the prior Appropriation requirements hereof, the Town shall pay absolutely net during the Lease Term, the Base Rentals, the Additional Rentals and all expenses of, or other payments in respect of, the Leased Property as required to be paid by the Town under this Lease, for which a specific Appropriation has been effected by the Town for such purpose, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 15.8 Computation of Time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is not a Business Day, the period is extended to include the next day which is a Business Day. If a number of months is to be computed by counting the months from a particular day, the period ends on the same numerical day in the concluding month as the day of the month from which the computation is begun, unless there are not that many days in the concluding month, in which case the period ends on the last day of that month. Notwithstanding the foregoing, Base Rentals shall be recalculated in the event of any Prepayment of Base Rentals as provided in Section 6.2(b) hereof.

Section 15.9 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 15.10 Severability. Except for the requirement of the Town to pay Base Rentals for which a specific Appropriation has been effected by the Town for such purpose and the

requirement of the Trustee to provide quiet enjoyment of the Leased Property and to convey the Trustee's leasehold interest in the Leased Property to the Town under the conditions set forth in Article 12 of this Lease (which, if held invalid or unenforceable by any court of competent jurisdiction, may have the effect of invalidating or rendering unenforceable the other provisions of this Lease), in the event that any other provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.11 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.12 Applicable Law. This Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 15.13 The Trustee is Independent of the Town. Neither the Trustee nor any agent or employee of the Trustee shall be or shall be deemed to be an agent or employee of the Town. The Trustee acknowledges that the Trustee and its employees are not entitled to unemployment insurance benefits of the Town unless the Trustee or a third party otherwise provides such coverage and that the Town does not pay for or otherwise provide such coverage. The Trustee shall have no authorization, express or implied, to bind the Town to any agreements, liability or understanding except as expressly set forth herein.

Section 15.14 Governmental Immunity. Notwithstanding any other provisions of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended.

Section 15.15 Recitals. The Recitals set forth in this Lease are hereby incorporated by this reference and made a part of this Lease.

Section 15.16 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 15.17 Trustee's Disclaimer. It is expressly understood and agreed that (a) the Lease is executed by UMB Bank, n.a., solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on UMB Bank, n.a. other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under this Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

Section 15.18 Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties have executed this Lease Purchase Agreement as of the day and year first above written.

TOWN OF CASTLE ROCK, COLORADO, as Lessee	UMB BANK, N.A., solely in its capacity of Trustee under the Indenture, as Lessor
By: _____ Mayor	By: _____ Vice President

[SEAL]

ATTEST:	APPROVED AS TO FORM:
_____ Town Clerk	_____ Michael J. Hyman, Town Attorney

STATE OF COLORADO)
)
COUNTY OF DOUGLAS) ss.
)
TOWN OF CASTLE ROCK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jason Gray, as Mayor of the Town Council of the Town of Castle Rock, Colorado.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jonathan Fernandez, as Vice President of UMB Bank, n.a., as Trustee.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

The Leased Property consists of the real property and the buildings and improvements located thereon as set forth below, as amended from time to time.

[LEGAL DESCRIPTION]

Description of premises, buildings and improvements

[PROJECT DESCRIPTION]

EXHIBIT B
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" as defined in Section 1.2 of this Lease and the following:

1) Liens for ad valorem taxes and special assessments not then delinquent, if applicable.

2) The Site Lease.

3) This Lease.

4) All other encumbrances appearing of record on the date hereof.

EXHIBIT C
BASE RENTALS SCHEDULE

Base Rental payments are due on May 15 and November 15 of each year during the Lease Term. The Base Rentals have been calculated on the basis of a 360-day year of twelve 30-day months and any recalculation of Base Rentals under Section 6.2(a) hereof shall be done on the same basis. If Base Rentals are stated to be due on any date that is not a Business Day, such Base Rentals shall be due on the next day that is a Business Day without the accrual of interest on Base Rentals between such dates.

Statement Regarding the Leased Property

The duration of the Lease, throughout the maximum Lease Term, does not exceed the weighted average useful life of the Leased Property.

EXHIBIT D

FORM OF NOTICE OF LEASE RENEWAL

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust Services

The undersigned is the Town Representative of the Town of Castle Rock, Colorado (the "Town"). The Town is the lessee under that certain Lease Purchase Agreement, dated February 3, 2026 (the "Lease"), between the Town and UMB Bank, n.a., solely in its capacity of Trustee under the Indenture, as the lessor thereunder. I am familiar with the facts herein certified and am authorized and qualified to certify the same. The undersigned hereby states and certifies:

(a) the Town has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2, 6.3 and 6.4 of the Lease, whereupon, the Lease shall be renewed for the ensuing Fiscal Year;

_____
Initial

or

(b) the Town has determined not to renew the Lease for the ensuing Fiscal Year.

_____
Initial

TOWN OF CASTLE ROCK, COLORADO

By:_____
Town Representative

EXHIBIT E

FORM OF REQUISITION

REQUISITION NO. _____

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust and Escrow Services

The undersigned Town Representative (the "Town Representative") of and for the Town of Castle Rock, Colorado (the "Town"), as the lessee's representative under the Lease Purchase Agreement, dated as of February 3, 2026 (the "Lease"), between UMB Bank, n.a., as trustee (the "Trustee"), as lessor, and the Town, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of February 3, 2026 (the "Indenture"), entered into by the Trustee, and in connection with such request, certifies as follows:

Amount: $_____

Name and Address of Payee:

The Town has attached hereto a copy of each Payee's Form W-9 or Form W-8, as applicable (unless previously provided). The Town further acknowledges the Trustee cannot process such requisition until the Trustee is in receipt of a valid Form W-9 or W-8, as applicable, in accordance with the Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

Describe Nature of Obligation:

The Town Representative further certifies that:

(a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;

(b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;

(c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;

(d) the Town is not in breach of any of the agreements contained in the Lease;

(e) no Event of Lease Default or Event of Nonappropriation has occurred and is continuing; and

(f) with respect to the disbursement of funds by the Trustee from the Construction Fund pursuant to this Construction Fund Requisition, on behalf of the Town,

the undersigned Town Representative hereby: (a) certifies that the Town has reviewed the wire instructions set forth in this Construction Fund Requisition, and confirms that, to the best of the Town's knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the Town will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee's disbursement of funds from the Construction Fund in accordance with this Construction Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the Town will not seek recourse from the Trustee as a result of losses incurred by the Town arising from the Trustee's disbursement of funds in accordance with this Construction Fund Requisition.

TOWN OF CASTLE ROCK, COLORADO

By: _____
Town Representative

EXHIBIT F

CERTIFICATE OF COMPLETION

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust and Escrow Services

The undersigned hereby states and certifies that:

1. I am the Town Representative (the "Town Representative") of and for the Town of Castle Rock, Colorado (the "Town"), acting as the lessee's representative under the Lease Purchase Agreement, dated as of February 3, 2026 (the "Lease"), between UMB Bank, n.a., as trustee, as lessor, and the Town, as lessee. I am familiar with the facts herein certified and am authorized and qualified to certify the same.

2. The Project described in the Lease is substantially complete and all Costs of the Project relating to the Project as described therein have been paid except for the following amounts to be set aside by the Trustee to pay remaining Costs of the Project relating to the Project: $_____. This Certificate shall constitute the Certificate of Completion for the purposes of the Lease and the definition of "Certificate of Completion" therein.

3. Notwithstanding the foregoing, this Certificate shall not prejudice any rights against third parties which exist at the date hereof or which may subsequently come into being.

4. In accordance with Section 7.3 of the Lease and Section 3.07 of the Indenture, the Town hereby directs the Trustee to apply any balance remaining in the Construction Fund as follows: _____
_____.

TOWN OF CASTLE ROCK, COLORADO

By: _____
Town Representative

INDENTURE OF TRUST

DATED FEBRUARY 3, 2026

BY

UMB BANK, N.A.,
As Trustee

This Table of Contents is not a part of this Indenture and is only for convenience of reference.

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EXHIBIT A - FORM OF CERTIFICATE A-1

INDENTURE OF TRUST

THIS INDENTURE OF TRUST dated February 3, 2026 (this "Indenture"), is executed and delivered by UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America, solely in its capacity as trustee (the "Trustee") for the benefit of the Owners of the Certificates as set forth in this Indenture.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this Indenture.

RECITALS

1. This Indenture is being executed and delivered to provide for the execution, delivery, and payment of and security for the Certificates, the net proceeds of which, together with other available funds of the Town, will be used to finance the Project. The Certificates evidence undivided interests in the right to receive Revenues under the Lease.

2. Pursuant to the Lease, and subject to the rights of the Town to not appropriate the Base Rentals and Additional Rentals thereunder and, therefore, to not renew and to terminate the Lease and other limitations as therein provided, the Town is to pay certain Base Rentals directly to the Trustee, for the benefit of the Owners of the Certificates, in consideration of the Town's right to possess and use the Leased Property.

3. The Trustee has entered into this Indenture for and on behalf of the Owners of the Certificates and the Trustee will hold the Revenues and the Leased Property and will exercise the Trustee's rights under the Site Lease and the Lease for the equal and proportionate benefit of the Owners of the Certificates as described herein, and will disburse money received by the Trustee in accordance with this Indenture.

4. The net proceeds from the sale of the Certificates to the Owners will be disbursed by the Trustee to implement the Project, as described herein and in the Lease and for other purposes set forth herein.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Trustee, in consideration of the premises, the purchase of the Certificates by the Owners and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Certificates and all other amounts payable to the Owners with respect to the Certificates, to secure the performance and observance of all the covenants and conditions set forth in the Certificates and this Indenture, and to declare the terms and conditions upon and subject to which the Certificates are executed, delivered and secured, has executed and delivered this Indenture and has granted, assigned, pledged, bargained, sold, alienated, remised, released, conveyed, set over and confirmed, and by these presents does grant, assign, pledge, bargain, sell, alienate, remise, release, convey, set over and confirm, in trust upon the terms set forth herein all and singular the following described

property, franchises and income, including any title or interest therein acquired after these presents, all and singular the following described property, franchises and income, including any title therein acquired after these presents (collectively, the "Trust Estate"):

(a) all rights, title and interest of the Trustee in, to and under the Site Lease and the Lease relating to the Leased Property, subject to Permitted Encumbrances (other than the Trustee's rights to payment of its fees and expenses under the Site Lease and the Lease and the rights of third parties to Additional Rentals payable to them under the Lease);

(b) all Revenues and any other receipts receivable by or on behalf of the Trustee pursuant to the Lease, including without limitation, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds;

(c) the Project Documents, including all extensions and renewals of the terms thereof, if any, together with the rights, titles and interests of the Town in and to the Project Documents, including, but not limited to, the present and continuing right to make claim for, collect, receive and receipt for any of the sums, amounts, income, revenues, issues and profits and any other sums of money payable or receivable under the Project Documents, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Town under the Project Documents is or may become entitled to; provided, however, that for so long as the Lease is in effect, the Town shall retain the right to bring actions and proceedings under the Project Documents and enforce the provisions thereof against the parties thereto other than the Town; and

(d) all money and securities from time to time held by the Trustee under this Indenture in the Base Rentals Fund, the Construction Fund, and the Costs of Execution and Delivery Fund (but not the Rebate Fund or any defeasance escrow fund or account), any and all other property, revenues or funds from time to time hereafter by delivery or by writing of any kind specially granted, assigned or pledged as and for additional security hereunder, by any Person in favor of the Trustee, which shall accept any and all such property and hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, the Trust Estate for the equal and ratable benefit and security of all Owners of the Certificates, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates are to be executed and delivered and all said property, rights, interests, revenues and

receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, for the benefit of the Owners, as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Certain Funds and Accounts. All references herein to any Funds and Accounts shall mean the Funds and Accounts so designated which are established pursuant to Article 3 hereof.

Section 1.02 Definitions. All capitalized terms defined in Article 1 of the Lease have the same meaning in this Indenture. In addition, the following capitalized terms have the following meanings under this Indenture, provided, however, that in the event of any inconsistency, any term defined below shall have the meaning ascribed to it in the Lease:

"Additional Certificates" means Additional Certificates which may be executed and delivered pursuant to this Indenture.

"Additional Rentals" means the payment or cost of all:

(a) (i) reasonable expenses and fees of the Trustee related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or this Indenture, including the reasonable fees and expenses of any person or firm employed by the Town to make rebate calculations under the provisions of Section 3.05 of this Indenture and the expenses of the Trustee in respect of any policy of insurance or surety bond obtained in respect of the Certificates executed and delivered with respect to this Indenture, (ii) the cost of insurance premiums and insurance deductible amounts under any insurance policy reasonably deemed necessary by the Trustee to protect the Trustee from any liability under the Lease, and approved by the Town Representative, which approval shall not be unreasonably withheld, (iii) reasonable legal fees and expenses incurred by the Trustee to defend the Trust Estate or the Trustee from and against any legal claims related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or this Indenture, and (iv) reasonable expenses and fees of the Trustee incurred at the request of the Town Representative;

(b) taxes, assessments, insurance premiums, utility charges, maintenance, upkeep, repair and replacement with respect to the Leased Property or as otherwise required under the Lease;

(c) payments into the Rebate Fund for rebate payments as provided in the Lease; and

(d) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Town shall fail to pay the same, as specifically set forth in the Lease) which the Town agrees to assume or pay as Additional Rentals under the Lease.

Additional Rentals do not include Base Rentals.

"Approval of Special Counsel" means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the excludability from gross income for federal income

tax purposes of the Interest Portion of the Base Rentals paid by the Town under the Lease and attributable to the Certificates.

"Authorized Denominations" means $5,000 or integral multiples of $5,000.

"Base Rentals" means the rental payments payable by the Town during the Lease Term, which constitute payments payable by the Town for and in consideration of the right to possess and use the Leased Property as set forth in Exhibit C (Base Rentals Schedule) of the Lease, as it may be amended from time to time. Base Rentals does not include Additional Rentals.

"Base Rentals Fund" means the fund created under Section 3.03 hereof.

"Beneficial Owners" means any person for which a DTC Participant acquires an interest in Certificates.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday or a day (a) on which banks located in Denver, Colorado are required or authorized by law or executive order to close or (b) on which the Federal Reserve System is closed.

"Cede & Co." means DTC's nominee or any new nominee of DTC.

"Certificate of Completion" means the Certificate of Completion in substantially the form attached as Exhibit F to the Lease to be delivered by the Town Representative to the Trustee pursuant to Section 7.3 of the Lease.

"Certificate Purchase Agreement" means the Certificate Purchase Agreement dated January 21, 2026, between the Underwriter and the Trustee and acknowledged by the Town relating to the Certificates.

"Certificates" means the "Certificates of Participation, Series 2026, Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated February 3, 2026, between UMB Bank, n.a., solely in its capacity as trustee under the Indenture, as lessor, and the Town of Castle Rock, Colorado, as lessee" dated as of their date of delivery, executed and delivered pursuant to this Indenture.

"Charter" means the home rule charter of the Town, and any amendments or supplements thereto.

"Closing" means the date of execution and delivery of the Certificates.

"Completion Date" means the earlier of (a) February 3, 2029 or such later date established by the Town with the Approval of Special Counsel, or (b) any date on which the Certificate of Completion is delivered by the Town Representative to the Trustee pursuant to Section 7.3 of the Lease.

"Construction Fund" means the Town of Castle Rock, Colorado, Fire Station Project Construction Fund created under the Indenture.

"Costs of Execution and Delivery" means all items of expense directly or indirectly payable by the Trustee related to the authorization, execution and delivery of the Site Lease and the Lease and related to the authorization, sale, execution and delivery of the Certificates and to be paid from the Costs of Execution and Delivery Fund, including but not limited to, survey costs, title insurance premiums, closing costs and other costs relating to the leasing of the Leased Property under the Site Lease and the Lease, costs of preparation and reproduction of documents, costs of printing the Certificates and the Preliminary Official Statement and final Official Statements prepared in connection with the offering of the Certificates, costs of Rating Agencies and costs to provide information required by Rating Agencies for the rating or proposed rating of Certificates, initial fees and charges of the Trustee and Paying Agent, legal fees and charges, including fees and expenses of Special Counsel, Special (Disclosure) Counsel, Counsel to the Trustee, and Counsel to the Underwriter, fees and disbursements of professionals and the Underwriter, fees and charges for preparation, execution and safekeeping of the Certificates, premiums for insurance on the Certificates, and any other cost, charge or fee in connection with the original sale and the execution and delivery of the Certificates; provided, however, that Additional Rentals shall not be Costs of Execution and Delivery of the Certificates and are to be paid by the Town as provided in the Lease.

"Costs of the Project" means all costs and expenses incurred in connection with the Project, including without limitation:

(a) any costs paid or incurred for the acquisition of any real estate acquired as part of the Leased Property;

(b) obligations paid, incurred or assumed for labor, materials and equipment in connection with the construction, acquisition, installation, equipping and improvement of the Project;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title insurance) that may be necessary or appropriate in connection with the Project;

(d) the costs of engineering, architectural and other professional and technical services including obligations incurred or assumed for preliminary design and development work, test borings, soils tests, surveys, environmental review, estimates and plans and specifications;

(e) administrative costs incurred in connection with the leasing of the Leased Property and the construction of the Project incurred prior to the Completion Date, including supervision of the construction, acquisition, installation and equipping as well as the performance of all of the other duties required by or consequent upon the construction, acquisition, installation and equipping of the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering and other professional and technical fees, building permit fees, water tap fees, sanitary sewer and wastewater fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) costs incurred in connection with the Certificates, including the initial compensation and expenses of the Trustee, legal fees and expenses, costs incurred in

obtaining ratings from rating agencies, the premium for a qualified surety bond, if any, and accounting fees;

(g) all costs which are required to be paid under the terms of any Project Contract;

(h) any costs associated with the leasing of the Site pursuant to the Site Lease;

(i) costs related to the preparation of the Site for construction of the Project, including, but not limited to, the costs of demolition and cleanup of any existing improvements on the Site and costs associated with the provision of sewer, water, gas, electricity and other infrastructure improvements and services to the Site;

(j) payments to a reserve fund to the extent necessary to establish or maintain a reserve requirement, if any;

(k) all other costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles and which will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel; and

(l) any and all other costs necessary to effect the Trustee's leasing of the Site and the implementation and completion of the Project to the extent the same are permitted by the laws of the State of Colorado and will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel.

"Costs of Execution and Delivery Fund" means the fund created under Section 3.06 hereof.

"Counsel" means an attorney at law or law firm (who may be counsel for the Trustee) who is satisfactory to the Town.

"C.R.S." means Colorado Revised Statutes, as amended from time to time.

"Depository" means any securities depository as the Trustee may provide and appoint pursuant to Section 2.03 hereof, in accordance with then current guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Certificates.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"DTC Participant(s)" means any broker-dealer, bank, or other financial institution from time to time for which DTC holds Certificates as Depository.

"electronic means" means telecopy, facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission.

"Event(s) of Indenture Default" means those defaults specified in Section 7.01 of this Indenture.

"Extraordinary Mandatory Redemption" means any redemption made pursuant to Section 4.03 hereof.

"Federal Securities" means non-callable bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Finance Director" means the Finance Director of the Town or such person's successor in functions, if any.

"Fiscal Year" means any 12-month period adopted by the Town as its fiscal year.

"Indenture" means this Indenture of Trust dated February 3, 2026, executed and delivered by the Trustee, as the same may be hereafter amended or supplemented.

"Interest Payment Date" means, in respect of the Certificates, each June 1 and December 1, commencing [_____], 2026.

"Lease" means the Lease Purchase Agreement, dated February 3, 2026, between the Trustee, as lessor, and the Town, as lessee, as the same may be amended.

"Leased Property" means the real property and the premises, buildings, and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to the Lease, together with any and all additions and modifications thereto, substitutions and replacements thereof, and any New Facility.

"Mayor" means the Mayor of the Town, or such person's successor in duties.

"New Facility" means any real property, buildings or equipment leased by the Town to the Trustee pursuant to a future amendment to the Site Lease and leased back by the Town from the Trustee pursuant to a future amendment to the Lease in connection with the execution and delivery of Additional Certificates.

"Optional Redemption" means any redemption made pursuant to Section 4.01 hereof.

"Optional Redemption Date" means the date of redemption of Certificates upon the Prepayment of Base Rentals or the payment of the Purchase Option Price under the Lease.

"Outstanding" means, with respect to the Certificates, all Certificates executed and delivered pursuant to this Indenture as of the time in question, except:

(a) All Certificates theretofore canceled or required to be canceled under Section 2.07 of this Indenture;

(b) Certificates in substitution for which other Certificates have been executed and delivered under Section 2.05 or 2.06 of this Indenture;

(c) Certificates which have been redeemed as provided in Article 4 of this Indenture;

(d) Certificates for the payment or redemption of which provision has been made in accordance with Article 6 of this Indenture; provided that, if such Certificates are being redeemed, the required notice of redemption has been given or provision satisfactory to the Trustee has been made therefor; and

(e) Certificates deemed to have been paid pursuant to Section 6.01 of this Indenture.

"Owners" means the registered owners of any Certificates.

"Paying Agent" means the Trustee or any successor or additional paying agent appointed pursuant to this Indenture.

"Permitted Investments" means those investments the Town is authorized to enter into under the Charter and the laws of the State of Colorado.

"Prepayment" means any amount paid by the Town pursuant to the provisions of the Lease as a prepayment of the Base Rentals due thereunder.

"Project" means, collectively, the acquisition, construction, installation, equipping and improvement of a new fire station facility with associated amenities and supporting public improvements needed or desired in connection therewith.

"Project Contract" means any contract entered into before the Completion Date by the Town regarding the design, acquisition, construction, improvement or installation of any portion of the Project, including, without limitation, the design contracts between the Town and the design consultants, the construction contracts between the Town and the contractors, and any other contracts between the Town and anyone performing work or providing services in connection with the implementation and completion of the Project.

"Project Documents" means the following: (a) plans, drawings and specifications for the Project, when and as they are approved by the Town, including change orders, if any; (b) any necessary permits for the Project, including any building permits and certificates of occupancy; (c) the Project Contracts; (d) policies of title insurance, insurance policies required under the Project Contracts, including general liability, property damage and automobile, worker's compensation and builders' risk insurance policies in respect of the general contractor for construction of the Project and, on and after the Completion Date of the Project, insurance policies required under Article 9 of this Lease, including commercial general liability and public liability, property and worker's compensation insurance policies, or certificates of insurance for any of such policies thereof, as required by this Lease; (e) contractor's performance and payment bonds with respect to the Project; and (f) any and all other documents executed by or furnished to the Town or the Trustee in connection with the Project.

"Rating Agency" or "Rating Agencies" means any nationally recognized securities rating agency or agencies as may be directed by the Town in writing to the Trustee.

"Rebate Fund" means the fund created under Section 3.05 hereof.

"Regular Record Date" means the close of business on the 15th day of the calendar month (whether or not a Business Day) immediately preceding the Interest Payment Date.

"Revenues" means (a) all amounts payable by or on behalf of the Town or with respect to the Leased Property pursuant to the Lease including, but not limited to, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds, but not including Additional Rentals; (b) any portion of the proceeds of the Certificates deposited into the Base Rentals Fund created under this Indenture; (c) any moneys which may be derived from any insurance in respect of the Certificates; and (d) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under this Indenture (except for moneys and securities held in the Rebate Fund or any defeasance escrow account).

"Site Lease" means the Site Lease Agreement, dated February 3, 2026, between the Town, as lessor, and the Trustee, as lessee, as the same may hereafter be amended.

"Special Counsel" means any counsel experienced in matters of municipal law and listed in the list of municipal bond attorneys, published by *The Bond Buyer*, or any successor publication. So long as the Lease Term is in effect, the Town shall have the right to select Special Counsel.

"Supplemental Act" means the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

"Tax Certificate" means the Tax Compliance and No-Arbitrage Certificate entered into by the Town with respect to the Lease and the Certificates.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and all regulations and rulings promulgated thereunder.

"Town" means the Town of Castle Rock, Colorado.

"Town Attorney" means the Town Attorney of the Town or such person's successor in functions, if any.

"Town Council" means the Town Council of the Town or any successor to its functions.

"Town Manager" means the Town Manager of the Town or such person's successor in functions, if any.

"Town Representative" means the Town Manager, the Town Attorney or the Finance Director or such other person at the time designated to act on behalf of the Town for the purpose of performing any act under the Lease, the Site Lease or this Indenture by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed on behalf of the Town by the Mayor or Mayor Pro Tem of the Town Council.

"Trust Estate" means all of the property placed in trust by the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means UMB Bank, n.a., acting solely in its capacity of trustee pursuant to this Indenture for the benefit of the Owners of the Certificates and any Additional Certificates, and any successor thereto appointed hereunder.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

ARTICLE 2
THE CERTIFICATES

Section 2.01 Amount of the Certificates; Nature of the Certificates. Except as provided in Section 2.08 hereof, the aggregate original principal amount of Certificates that may be executed and delivered pursuant to this Indenture shall be $[_____].

The Certificates shall constitute proportionate interests in the Trustee's right to receive the Base Rentals under the Lease and other Revenues. The Certificates shall constitute a contract between the Trustee and the Owners. In no event shall any decision by the Town Council not to appropriate any amounts payable under the Lease be construed to constitute an action impairing such contract.

The Certificates shall not constitute a mandatory charge or requirement of the Town in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the Town or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town, within the meaning of any constitutional, Charter or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the Town to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the Town's then current Fiscal Year.

Section 2.02 Form, Denominations, Maturities and Other Terms of Certificates. The Certificates shall be in substantially the form attached hereto as Exhibit A, and all provisions and terms of the Certificates set forth therein are incorporated in this Indenture.

The Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature on any given date. The Certificates shall be numbered consecutively in such manner as the Trustee shall determine; provided that while the Certificates are held by a Depository, one Certificate shall be executed and delivered for each maturity bearing interest at the same interest rate of the Outstanding Certificates.

The Certificates are executed and delivered under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the execution and delivery of the Certificates after their delivery for value.

The Certificates shall be dated February 3, 2026.

The Certificates shall mature on the dates and in the amounts, and shall bear interest at the rates, set forth below:

Years (December 1)	Principal Amounts	Interest Rates

The Certificates shall bear interest from their date to maturity or prior redemption at the rates per annum set forth above, payable on each Interest Payment Date and calculated on the basis of a 360-day year of twelve 30-day months.

The payment of principal, premium, if any, and interest represented by the Certificates shall be made in lawful money of the United States of America.

The Certificates are subject to redemption prior to maturity, all as provided in Article 4 hereof.

Except for any Certificates for which DTC is acting as Depository or for an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account located in the United States designated by the Certificate Owner in written instructions to the Trustee.

Interest shall be paid to the Owner of each Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such

purpose, irrespective of any transfer of ownership of Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by electronic means or by first class mail postage prepaid at least ten days prior to the special record date, to the Owner of each Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice.

Section 2.03 Execution; Global Book-Entry System. Each Certificate shall be executed with the manual signature of a duly authorized representative of the Trustee. It shall not be necessary that the same authorized representative of the Trustee sign all of the Certificates executed and delivered hereunder. In case any authorized representative of the Trustee whose signature appears on the Certificates ceases to be such representative before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such authorized representative had remained as such authorized representative until delivery.

No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed in the manner prescribed by this Section, and such execution of any Certificate shall be conclusive evidence that such Certificate has been properly executed and delivered hereunder.

DTC may act as Depository for any Certificates. The Certificates for which DTC is acting as Depository shall be initially executed and delivered as set forth herein with a separate fully registered certificate (in printed or type-written form) for each of the maturities bearing interest at the same interest rate of the Certificates. Upon initial execution and delivery, the ownership of any Certificates for which DTC is acting as Depository shall be registered in the registration books kept by the Trustee, in the name of Cede & Co., as the nominee of DTC or such other nominee as DTC shall appoint in writing.

The Trustee is hereby authorized to take any and all actions as may be necessary and not inconsistent with this Indenture in order to qualify any Certificates for the Depository's book-entry system, including the execution of the Depository's form of Representation Letter.

With respect to any Certificates which shall or may be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Trustee shall not have any responsibility or obligation to any DTC Participants or to any Beneficial Owners. Without limiting the immediately preceding sentence, the Trustee shall not have any responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of and premium, if any, or interest on the Certificates; except that so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of $1,000,000 or more in aggregate principal amount of Certificates who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with the Trustee shall be provided with all notices relating to such Certificates by the Trustee.

Except as set forth above, the Trustee may treat as and deem DTC to be the absolute Owner of each Certificate for which DTC is acting as Depository for all purposes, including payment of the principal of and premium and interest on such Certificate, giving notices of redemption and registering transfers with respect to such Certificates. The Trustee shall pay all principal of and interest on the Certificates only to or upon the order of the Owners as shown on the registration books kept by the Trustee or their respective attorneys duly authorized in writing and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to the principal of and interest on the Certificates to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the registration books kept by the Trustee, shall receive a Certificate. Upon delivery by DTC to the Beneficial Owner and the Trustee of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to any Certificates at any time after giving written notice to the Trustee and discharging its responsibilities with respect thereto under applicable law. The Trustee, upon the written direction of the Town, may terminate the services of DTC with respect to any Certificates if it determines that DTC is unable to discharge its responsibilities with respect to such Certificates or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners, and the Trustee shall provide notice of such termination to the Depository.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions of DTC in respect of the Certificates can be found which, in the opinion of the Town, is willing and able to undertake such functions upon reasonable or customary terms, or if the Town determines that it is in the best interests of the Beneficial Owners of the Certificates that they be able to obtain certificated Certificates, the Certificates shall no longer be restricted to being registered in the registration books of the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06. To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Certificates will be delivered to the Beneficial Owners.

Section 2.04 Delivery of Certificates. Upon the execution and delivery of this Indenture, the Trustee is authorized to execute and deliver the Certificates either to DTC or to the purchasers thereof in the aggregate principal amounts, maturities and interest rates set forth in Section 2.01 hereof, as provided in this Section:

(a) Before or upon the delivery by the Trustee of any of the Certificates, there shall be filed with the Trustee an originally executed counterpart of this Indenture, the Lease, the Site Lease and a title insurance commitment or commitments (with a title insurance policy or policies to be delivered in a timely fashion after the delivery of the Certificates) under which the Trustee's leasehold interest in the Leased Property is insured; and

(b) Thereupon, the Trustee shall execute and deliver the Certificates to DTC or the purchasers thereof, upon payment to the Trustee of the purchase price set forth in the Certificate

Purchase Agreement. Notwithstanding anything herein to the contrary, the Trustee is authorized to execute and transfer or cause to be transferred to DTC in advance of the date of execution and delivery of the Certificates, Certificates to effect the registration and delivery thereof to the Owners pending and subject to the delivery of the opinion of Special Counsel necessary to effect the delivery of the Certificates.

Section 2.05 Mutilated, Lost, Stolen or Destroyed Certificates. In the event the Certificates are in the hands of DTC or Owners and one or more of the Certificates is mutilated, lost, stolen or destroyed, a new Certificate of the same series shall be executed by the Trustee, of like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed; provided that the Trustee shall have received indemnity from DTC or the Owner of the Certificate, as the case may be, satisfactory to it and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Certificate, that there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee. In the event that any such Certificate shall have matured, instead of executing and delivering a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge DTC or the Owner of the Certificate, as the case may be, with its reasonable fees and expenses in connection herewith.

Section 2.06 Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates. Books for the registration and for the transfer of Certificates shall be kept by the Trustee which is hereby appointed the registrar. Upon surrender for transfer of any Certificate at the principal corporate trust office of the Trustee or at such other location as it shall designate, the Trustee shall execute and deliver in the name of the transferee or transferees a new Certificate or Certificates of the same series, of a like aggregate principal amount and interest rate and of the same maturity.

Certificates may be exchanged at the principal corporate trust office of the Trustee or at such other location as it shall designate for an equal aggregate principal amount of Certificates of the same series, interest rate and the same maturity of other Authorized Denominations. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding.

All Certificates presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner or by his or her attorney duly authorized in writing.

The Trustee shall not be required to transfer or exchange any Certificate during the period of 15 days next preceding any Interest Payment Date nor to transfer or exchange any Certificate after the sending of notice calling such Certificate for redemption has been made as herein provided, nor during the period of 15 days next preceding the sending of such notice of redemption.

New Certificates delivered upon any transfer or exchange shall evidence the same obligations as the Certificates surrendered, shall be secured by this Indenture and entitled to all of the security and benefits hereof to the same extent as the Certificates surrendered. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute Owner

thereof for all purposes, and payment of or on account of either principal or interest on any Certificate shall be made only to or upon the written order of the Owner thereof or his, her, or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

The Trustee shall require the payment, by any Owner requesting exchange or transfer of Certificates, of any transfer fees, tax, fee or other governmental charge required to be paid with respect to such exchange or transfer as a precondition to such exchange or transfer.

Section 2.07 Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Sections 2.05 or 2.06 hereof, such Certificates shall be promptly canceled and destroyed by the Trustee in accordance with customary practices of the Trustee and applicable record retention requirements.

Section 2.08 Additional Certificates. So long as no Event of Indenture Default, Event of Nonappropriation or Event of Lease Default has occurred and is continuing and the Lease Term is in effect, one or more series of Additional Certificates may be executed and delivered upon the terms and conditions set forth herein. The principal of any Additional Certificates shall mature on December 1 and the interest payment dates therefor shall be the same as the Interest Payment Dates for the Certificates; otherwise the times and amounts of payment of Additional Certificates shall be as provided in the supplemental ordinance or indenture and amendment to the Lease entered into in connection therewith.

Additional Certificates may be executed and delivered without the consent of or notice to the Owners of Outstanding Certificates, to provide moneys to pay any one or more of the following:

(a) the costs of acquiring, constructing, improving, installing and equipping any capital improvements or capital projects of the Town, or any New Facility, or of acquiring real property for Town use or a site for any capital projects or New Facility (and costs reasonably related thereto);

(b) the costs of completing the Project or making, at any time or from time to time, such substitutions, additions, modifications and improvements for or to the Leased Property as the Town may deem necessary or desirable, and as in accordance with the provisions of the Lease; or

(c) for the purpose of refunding or refinancing all or any portion of Outstanding Certificates or Additional Certificates.

In such case, the Costs of Execution and Delivery of the Additional Certificates, the amount, if any, to be deposited to a separate reserve fund for such Additional Certificates, and other costs reasonably related to the purposes for which Additional Certificates are being executed and delivered may be included.

Additional Certificates may be executed and delivered only upon there being furnished to the Trustee:

(a) Originally executed counterparts of a supplemental Indenture and related and necessary amendments to the Site Lease and the Lease (including any necessary amendment to the Base Rentals Schedule); and

(b) A commitment or other evidence that the amount of the title insurance policy delivered in respect of the Certificates will be increased, if necessary, to reflect the amount of the Additional Certificates and all other Outstanding Certificates (or such lesser amount) as shall be the maximum insurable value of the real property included in the Leased Property); and

(c) A written opinion of Special Counsel to the effect that:

(i) the execution and delivery of Additional Certificates have been duly authorized and that all conditions precedent to the delivery thereof have been fulfilled;

(ii) the excludability of interest from gross income for federal income tax purposes on the Outstanding Certificates will not be adversely affected by the execution and delivery of the Additional Certificates being executed and delivered; and

(iii) the sale, execution and delivery of the Additional Certificates, in and of themselves, will not constitute an Event of Indenture Default or an Event of Lease Default and will not cause any violation of the covenants or representations herein, in the Site Lease or in the Lease; and

(d) Written directions from the underwriter, placement agent or financial advisor with respect to the Additional Certificates, together with written acknowledgment of the Town Representative, to the Trustee to deliver the Additional Certificates to the purchaser or purchasers therein identified upon payment to the Trustee of a specified purchase price.

Each Additional Certificate executed and delivered pursuant to this Section shall evidence a proportionate interest in the rights to receive the Revenues under this Indenture and shall be ratably secured with all Outstanding Certificates and in respect of all Revenues, and shall be ranked pari passu with such Outstanding Certificates and with Additional Certificates that may be executed and delivered in the future, if any.

Nothing herein shall be construed to prohibit or restrict the Town's right to enter into lease purchase agreements or execute and deliver certificates of participation that are not secured by the Leased Property or the Revenues.

Section 2.09 Uniform Commercial Code; Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owner or Owners thereof shall possess all rights enjoyed by the holders or owners of investment securities under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs or cross-claims between or among the Town, the Trustee and the original or any intermediate Owner of any Certificates.

ARTICLE 3
REVENUES AND FUNDS

Section 3.01 Segregation and Disposition of Proceeds of Certificates. The net proceeds of the Certificates shall be accounted for as follows:

(a) $[_____] shall be deposited into the Construction Fund and used to pay the Costs of the Project for the Project in accordance with this Indenture and the Tax Certificate.

(b) $[_____] shall be deposited in the Costs of Execution and Delivery Fund and applied to the Costs of Execution and Delivery of the Lease, the Site Lease and the Certificates.

Section 3.02 Application of Revenues and Other Moneys.

(a) All Base Rentals payable under the Lease and other Revenues shall be paid directly to the Trustee. If the Trustee receives any other payments on account of the Lease, the Trustee shall immediately deposit the same as provided below.

(b) Except as otherwise provided in the Lease, the Trustee shall deposit all Revenues and any other payments received in respect of the Lease, immediately upon receipt thereof, to the Base Rentals Fund in an amount required to cause the aggregate amount on deposit therein to equal the amount then required to make the principal and interest payments due on the Certificates on the next Interest Payment Date. In the event that the Trustee receives Prepayments under the Lease, the Trustee shall apply such Prepayments to the Optional Redemption of the Certificates or portions thereof in accordance with Section 4.01 hereof.

Section 3.03 Base Rentals Fund. A special fund is hereby created and established with the Trustee designated the "Town of Castle Rock, Colorado, 2026 Lease Purchase Agreement, Base Rentals Fund" which shall be used for the deposit of all Revenues, upon receipt thereof by the Trustee, except as otherwise provided in the Lease. Moneys in the Base Rentals Fund shall be used solely for the payment of the principal of and interest on the Certificates whether on an Interest Payment Date, at maturity or upon prior redemption, except as provided in Section 3.05 hereof.

The Base Rentals Fund shall be in the custody of the Trustee. Base Rental payments are due and payable to the Trustee on or before each May 15 and November 15 annually. The Trustee shall withdraw sufficient funds from the Base Rentals Fund to pay the principal of and interest on the Certificates as the same become due and payable whether on an Interest Payment Date, at maturity or upon prior redemption, which responsibility, to the extent of the moneys therein, the Trustee hereby accepts.

Any moneys held in the Base Rentals Fund shall be invested by the Trustee in accordance with Article 5 hereof.

Section 3.04 Reserved.

Section 3.05 Rebate Fund. A special fund is hereby created and established to be held by the Trustee, and to be designated the "Town of Castle Rock, Colorado, 2026 Lease Purchase

Agreement, Rebate Fund" (the "Rebate Fund"). To the extent necessary to comply with the provisions of the Tax Certificate, the Trustee shall transfer into the Rebate Fund investment income on moneys in any fund created hereunder (except defeasance escrows) in the following order: first from the Construction Fund, then from the Base Rentals Fund. In addition to the deposit of investment income as provided herein, there shall be deposited into the Rebate Fund moneys received from the Town as Additional Rentals for rebate payments pursuant to the Lease; moneys transferred to the Rebate Fund from any other fund created hereunder pursuant to the provisions of this Section 3.05; and all other moneys received by the Trustee when accompanied by directions not inconsistent with the Lease or this Indenture that such moneys are to be paid into an account of the Rebate Fund. The Town will cause (or direct the Trustee to cause) amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury at the address and times provided in the Tax Certificate, and in the amounts calculated to ensure that the Town's rebate obligations are met, in accordance with the Town's tax covenants in Section 11.5 of the Lease. Amounts on deposit in the Rebate Fund shall not be subject to the lien of this Indenture to the extent that such amounts are required to be paid to the United States Treasury.

If, at any time after the Trustee receives instructions by the Town to make any payments from the Rebate Fund, the Trustee determines that the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, and if the Trustee does not receive Additional Rentals or there is insufficient investment income on moneys in any fund created hereunder so as to make the amount on deposit in the appropriate account in the Rebate Fund sufficient for its purpose, the Trustee may transfer moneys to the Rebate Fund from the Base Rentals Fund. Any moneys so advanced shall be included in the Town's estimates of Additional Rental for the ensuing Fiscal Year pursuant to the Lease and shall be repaid to the fund from which advanced upon payment to the Trustee of such Additional Rentals. Upon receipt by the Trustee of an opinion of Special Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be therein pursuant to the provisions of the Tax Certificate, such excess shall be transferred to the Base Rentals Fund.

The Trustee shall not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report. The Town may, at its own expense, retain an independent firm of professionals in such area to calculate such rebate amounts.

Notwithstanding the foregoing, in the event that the Lease has been terminated or the Town has failed to comply with Section 11.5 thereof so as to make the amount on deposit in the Rebate Fund sufficient for its purpose, the Trustee shall make transfers of investment income or of moneys from the above-described funds in such combination as the Trustee shall determine to be in the best interests of the Certificate Owners.

Section 3.06 Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and designated the "Town of Castle Rock, Colorado, 2026 Lease Purchase Agreement, Costs of Execution and Delivery Fund." Upon the delivery of the Certificates there shall be deposited into the Costs of Execution and Delivery Fund from the net proceeds of the Certificates the amount directed by Section 3.01(b) hereof. Payments from the Costs of Execution and Delivery Fund shall be made by the Trustee upon either (i) receipt of a requisition for the provision of Costs of Execution and Delivery of the Certificates approved in writing by the Town Representative (a) stating the payee, the amount to be paid, method of

payment, and the purpose of the payment and (b) certifying that the amount to be paid is due and payable, has not been the subject of any previous requisition and is a proper charge against the Costs of Execution and Delivery Fund, or (ii) as provided in a closing memorandum prepared by the Underwriter and signed by the Town Representative. The Trustee may conclusively rely on requisitions (or the closing memorandum) submitted in accordance with this Section as complete authorization for the disbursements made pursuant thereto and shall not be responsible for any representations or certifications made therein.

Any moneys held in the Costs of Execution and Delivery Fund shall be invested by the Trustee in accordance with Article 5 hereof.

Upon the final payment of all Costs of Execution and Delivery, as certified in writing by the Town Representative, the Trustee shall transfer all moneys remaining in the Costs of Execution and Delivery Fund to the Town to be used to pay costs of the Project, or shall credit such moneys to the Base Rentals Fund, as directed in writing by the Town Representative. Any amounts remaining in the Costs of Execution and Delivery Fund 90 days after the execution and delivery of the Certificates shall be credited to the Base Rentals Fund or used to pay costs of the Project, as directed in writing by the Town Representative.

Section 3.07 Construction Fund.

(a) A special fund is hereby created and established with the Trustee to be designated as the "Town of Castle Rock, Colorado, Fire Station Project Construction Fund."

(b) Moneys on deposit in the Construction Fund shall be disbursed by the Trustee, upon the written direction of the Town Representative, to pay the Costs of the Project for the Project as set forth in Article 7 of the Lease.

(c) Prior to the Completion Date, (i) all income earned from the investment of moneys in the Construction Fund shall be retained in the Construction Fund; provided, however, income from the Construction Fund may be transferred to the Rebate Fund if required by Section 3.05 hereof, and (ii) all such income shall be reinvested or used for purposes of the Construction Fund until transferred, if applicable, as provided in subsections (d) and (e) of this Section.

(d) Any moneys remaining in the Construction Fund on the Completion Date, except for amounts set aside by the Trustee to pay remaining Costs of the Project relating to the Project as provided in the Certificate of Completion (in form provided in **Exhibit F** to the Lease) filed with the Trustee by the Town Representative, shall be transferred to the Town to be used to pay any other Costs of the Project of the Project or to the Base Rentals Fund and used for the purposes of such Fund.

(e) Any moneys held in the Construction Fund shall be invested by the Trustee in accordance with Article 5 hereof.

Section 3.08 Moneys to be Held in Trust. The ownership of the Base Rentals Fund, the Construction Fund, the Costs of Execution and Delivery Fund and all accounts within such Funds

and any other fund or account created hereunder (except for any defeasance escrow account) shall be held in trust by the Trustee for the benefit of the Owners of the Certificates; provided that moneys in the Rebate Fund shall be used only for the specific purpose provided in Section 3.05 hereof.

Section 3.09 Nonpresentment of Certificates. Any moneys deposited with the Trustee pursuant to the terms of this Indenture to be used for the payment of principal of, premium, if any, or interest on any of the Certificates and remaining unclaimed by the Owners of such Certificates for a period of three years after the final due date of any Certificate (during which three year period such moneys shall not be required to be invested by the Trustee), whether the final date of maturity or the final redemption date, shall, upon the written request of the Town, and if the Town shall not at the time, to the knowledge of the Trustee, be in default with respect to any of the terms and conditions contained in this Indenture, in the Certificates or under the Lease, be paid to the Town and such Owners shall thereafter look only to the Town for payment and then only (a) to the extent of the amounts so received by the Town from the Trustee without interest thereon, (b) subject to the defense of any applicable statute of limitations, and (c) subject to the Town's Appropriation of such payment. After payment by the Trustee of all of the foregoing, if any moneys are then remaining under this Indenture, the Trustee shall pay such moneys to the Town as an overpayment of Base Rentals.

Section 3.10 Repayment to the Town from the Trustee. After payment in full of the Certificates, the interest thereon, any premium thereon, the fees, charges and expenses of the Trustee, any amount required to be deposited to the Rebate Fund, and all other amounts required to be paid hereunder, any amounts remaining in the Base Rentals Fund, the Construction Fund, and the Costs of Execution and Delivery Fund, or otherwise held by the Trustee pursuant hereto (but excluding the Rebate Fund and any defeasance escrow accounts) shall be paid to the Town upon the expiration or sooner termination of the Lease Term as a return of an overpayment of Base Rentals. After payment of all amounts due and owing the federal government held in the Rebate Fund, if any, any excess amounts in the Rebate Fund shall be paid to the Town.

ARTICLE 4
REDEMPTION OF CERTIFICATES

Section 4.01 Optional Redemption.

(a) The Certificates maturing on or prior to December 1, 20[__], are not subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after December 1, 20[__], are subject to redemption prior to their respective maturity dates at the option of the Town, in whole or in part, in integral multiples of $5,000, and if in part in such order of maturities as the Town shall determine and by lot within a maturity, on December 1, 20[__], and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date without a premium.

(b) In the case of a Prepayment in part of Base Rentals under the Lease, the Trustee shall confirm that the revised Base Rentals Schedule to be provided by the Town Representative pursuant to Section 6.2(a) of the Lease sets forth Principal Portions and Interest Portions of Base Rentals that are equal to the principal and interest due on the Certificates that remain Outstanding after such Optional Redemption. For such confirmation, the Trustee may rely on a certification of the Town Representative or other person as provided in Section 8.07.

Section 4.02 Mandatory Sinking Fund Redemption.

(a) The Certificates maturing on December 1, 20[__] (the "Term Certificates") are subject to mandatory sinking fund redemption at a price equal to the principal amount so redeemed plus accrued interest thereon to the redemption date. Such Term Certificates are to be selected by lot in such manner as the Town shall determine (giving proportionate weight to Certificates in denominations larger than $5,000).

As and for a sinking fund for the redemption of the Term Certificates maturing on December 1, 20[__], the Town shall deposit in the Base Rentals Fund moneys which are sufficient to redeem (after any credit as hereinafter provided) the following principal amounts of the Term Certificates maturing on December 1, 20[__], on the dates shown below:

Redemption Date (December 1)	Principal Amount

The remaining $[_____] of the Term Certificates maturing on December 1, 20[__], shall be paid upon presentation and surrender at maturity.

(b) On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to call the Term Certificates indicated above (or any Term Certificate or Certificates issued to replace such Term Certificates) for redemption from the sinking fund on the next December 1 and give notice of such call without other instruction or notice from the Town. The amount of each sinking fund installment may be reduced by the principal amount of any Term

Certificates of the maturity and interest rate which are subject to sinking fund redemption on such date and which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) or otherwise canceled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the Town.

Section 4.03 Extraordinary Mandatory Redemption. If the Lease is terminated by reason of the occurrence of:

(a) an Event of Nonappropriation, or

(b) an Event of Lease Default, or

(c) in the event that (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty, or (2) title to, or the temporary or permanent use of, the Leased Property has been taken by eminent domain by any governmental body, or (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent, or (4) title to or the use of all or any part of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, shall be insufficient to pay in full, the cost of repairing or replacing the Leased Property, and the Town does not appropriate sufficient funds for such purpose or cause the Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to this Indenture for such purpose, then all Outstanding Certificates are required to be called for redemption, except as hereinafter provided. If called for redemption, as described herein, the Outstanding Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under this Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, an Event of Nonappropriation (and therefore an Event of Indenture Default) shall be deemed to have occurred in accordance with Section 10.3 of the Lease, and the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates Outstanding, and upon indemnification as provided in Section 8.01(d) of this Indenture, without any further demand or notice, shall exercise all or any combination of Lease Remedies as provided in the Lease and the Outstanding Certificates shall be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys shall be allocated proportionately among the Outstanding Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of

the amount required to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys shall be paid to the Town as an overpayment of the Purchase Option Price. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys.

IF THE CERTIFICATES ARE REDEEMED PURSUANT TO THIS SECTION 4.03 FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE TOWN.

Notwithstanding the foregoing or any other provisions to the contrary in the Lease or this Indenture, if the Net Proceeds resulting from the exercise of such Lease Remedies are insufficient to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Outstanding Certificates, and upon indemnification as provided in Section 8.01(d) of this Indenture, shall determine that the Certificates shall not be subject to extraordinary mandatory redemption under this Section 4.03, in which event the Trustee will not apply any Net Proceeds or other available moneys to the redemption of any Outstanding Certificates prior to their respective maturity dates. In such event, the Trustee shall (a) allocate such Net Proceeds (together with any other available moneys held under this Indenture), proportionately among all Outstanding Certificates, and (b) apply such allocation of Net Proceeds to the payment of the principal of and interest on the Outstanding Certificates on the regularly scheduled maturity and Interest Payment Dates of the Certificates.

Section 4.04 Partial Redemption. The Certificates shall be redeemed only in integral multiples of $5,000. The Trustee shall treat any Certificate of denomination greater than $5,000 as representing that number of separate Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such Certificate by $5,000.

Upon surrender of any Certificate for redemption in part, the Trustee shall execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Certificates so surrendered.

Section 4.05 Notice of Redemption. Whenever Certificates are to be redeemed under any provision of this Indenture, the Trustee shall, not less than 30 and not more than 60 days prior to the redemption date (except for Extraordinary Mandatory Redemption under Section 4.03, which notice shall be immediate), give notice of redemption to all Owners of all Certificates to be redeemed by electronic means or by first class mail, postage prepaid, at their registered addresses or in the event that the Certificates to be redeemed are registered in the name of the Depository, such notice may, in the alternative, be given by electronic means in accordance with the

requirements of the Depository. In addition, the Trustee shall at all reasonable times make available to the Town and any Certificate Owner, including the Depository, if applicable, information as to Certificates which have been redeemed or called for redemption. Any notice of redemption shall:

(1) identify the Certificates to be redeemed;

(2) specify the redemption date and the redemption price;

(3) in the event the redemption is occurring under Section 4.01 hereof, state that the Town has given notice of its intent to exercise its option to purchase the Trustee's leasehold interest or prepay Base Rentals under the Lease;

(4) state that such redemption is subject to the deposit of the funds related to such option by the Town on or before the stated redemption date; and

(5) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Trustee and that from that date interest will cease to accrue.

The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established pursuant to this Indenture.

Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Certificates so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Certificates called for redemption in the same manner as the original redemption notice was given.

Section 4.06 Redemption Payments. On or prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay the Certificates called for redemption, together with accrued interest thereon to the redemption date, and any required premium. Upon the giving of notice and the deposit of such funds as may be available for redemption pursuant to this Indenture (which, in certain cases as set forth above may be less than the full principal amount of the Outstanding Certificates and accrued interest thereon to the redemption date), interest on the Certificates or portions thereof thus called shall no longer accrue after the date fixed for redemption. Payments in full redemption shall be accompanied by a written designation prepared by the Trustee stating the portions of the payment representing principal, interest, and premium, if any.

ARTICLE 5
INVESTMENTS

Section 5.01 Investment of Moneys. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Permitted Investment, remains a Permitted Investment absent receipt of written notice or information to the contrary. All moneys held as part of the Base Rentals Fund, the Construction Fund, the Rebate Fund, the Costs of Execution and Delivery Fund, or any other fund or account created hereunder (other than any defeasance escrow accounts) shall be deposited or invested and reinvested by the Trustee, at the written direction of the Town Representative, in Permitted Investments; provided, however, that the Town shall not direct the Trustee to make may deposits or investments of any fund or account created hereunder which shall interfere with or prevent withdrawals for the purpose for which the moneys so deposited or invested were placed in trust hereunder or for payment of the Certificates at or before maturity or interest thereon as required hereunder. The Trustee may make any and all such deposits or investments through its own investment department or the investment department of any bank or trust company under common control with the Trustee. Except as otherwise provided herein and in Section 3.05 hereof, deposits or investments shall at all times be a part of the fund or account from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund or account. Any interest or other gain from any fund or account created hereunder (except defeasance escrows) shall be deposited to the Rebate Fund to the extent required and permitted pursuant to Section 3.05 hereof. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments whenever the cash balance in the Base Rentals Fund is insufficient to pay the principal of and interest on the Certificates when due, or whenever the cash balance in any fund or account created hereunder is insufficient to satisfy the purposes of such fund or account.

The Trustee hereby agrees to secure and retain the documentation with respect to investments of moneys in the funds and accounts created under this Indenture as required by and as described in the Tax Certificate.

The Trustee may rely upon the Town Representative's written direction as to both the suitability and the legality of the directed investments. The Trustee shall have no liability or responsibility for any loss or for failure to maximize earnings resulting from any investment made in accordance with the provisions of this Article 5.

The Trustee may transfer investments from any Fund or Account to any other Fund or Account in lieu of cash when a transfer is required or permitted by the provisions of this Indenture.

If the Trustee is not provided written directions concerning investment of moneys held in the Funds, the Trustee shall invest in a money market fund available to the Trustee that qualifies as a Permitted Investment, provided such investment matures or are subject to redemption prior to the date such funds will be needed. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the Town shall confirm that the investment transactions identified therein accurately reflect the investment directions of the Town, unless the Town notifies the Trustee in writing to the contrary within 30 days of the date of delivery of such statement.

It is specifically provided herein that the Trustee may purchase or invest in shares of any investment company provided that such investments are Permitted Investments at the time of such investment and that such investment: (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial or other services for compensation); (ii) invests substantially all of its assets in short term high quality money market instruments, limited to obligations issued or guaranteed by the United States, or repurchase agreements backed by such obligations; and (iii) maintains a constant asset value per share.

The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments.

The Town acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions relating to the funds held pursuant to this Indenture, the Town waives receipt of such confirmations, to the extent permitted by law. The Trustee shall furnish a statement of security transactions on its regular monthly reports to the Town.

Section 5.02 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account (except defeasance escrows), Permitted Investments shall be valued at the market price, exclusive of accrued interest. With respect to all funds and accounts (except defeasance escrows, and except as otherwise provided in the Tax Certificate with respect to the Rebate Fund), valuation shall occur as of December 31 of each year. The Town, at the written request of the Trustee, shall calculate the value of investments in all funds and accounts held pursuant to this Indenture.

ARTICLE 6
DEFEASANCE AND DISCHARGE

Section 6.01 Defeasance and Discharge.

(a) When the principal or redemption price (as the case may be) of, and interest on, all the Certificates executed and delivered hereunder have been paid or provision has been made for payment of the same (or, in the case of redemption of the Certificates pursuant to Section 4.03 of this Indenture, if full or partial payment of the Certificates and interest thereon is made as provided in Section 4.03 of this Indenture), together with all other sums payable hereunder relating to the Certificates, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Trustee to the Owners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall (1) release the Site Lease and transfer and convey the Trustee's leasehold interest in the Leased Property to the Town as provided by Article 12 of the Lease, (2) release the Lease and this Indenture, (3) execute such documents to evidence such releases as may be reasonably required by the Town, and (4) turn over to the Town all balances then held by the Trustee in the Funds or Accounts hereunder except for amounts held in the Rebate Fund or in any defeasance escrow accounts. If payment or provision therefor is made with respect to less than all of the Certificates, the particular Certificates (or portion thereof) for which provision for payment shall have been considered made shall be selected by the Town.

(b) Provision for the payment of all or a portion of the Certificates shall be deemed to have been made when the Trustee holds in the Base Rentals Fund, or there is on deposit in a separate escrow account or trust account held by a trust bank or escrow agent, either moneys in an amount which shall be sufficient, and/or Federal Securities, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, concurrently deposited in trust, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Certificates on and prior to the redemption date or maturity date thereof, as the case may be. Prior to any discharge of this Indenture pursuant to this Section or the defeasance of any Certificates pursuant to this Section becoming effective, there shall have been delivered to the Trustee a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the applicable Certificates in full on the maturity or redemption date thereof unless fully funded with cash.

(c) Neither the Federal Securities nor the moneys deposited in the Base Rentals Fund or separate escrow account or trust account pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal of, premium, if any, and interest on the Certificates or portions thereof; provided, however, that other Federal Securities and moneys may be substituted for the Federal Securities and moneys so deposited prior to their use for such purpose.

(d) Whenever moneys or Federal Securities shall be deposited with the Trustee or a separate escrow agent for the payment or redemption of any Certificates more than 45 days prior to the date that such Certificates are to mature or be redeemed, the Trustee shall give a notice by electronic or other means stating that such moneys or Federal Securities have been deposited and

identifying the Certificates for the payment of which such moneys or Federal Securities are being held, to all Owners of Certificates for the payment of which such moneys or Federal Securities are being held, or if such Certificates are registered in the name of the Depository, such notice may be sent, in the alternative, by electronic means in accordance with the regulations of the Depository.

(e) At such time as any Certificate shall be deemed paid as provided in (b) above, such Certificate shall no longer be secured by or entitled to the benefits of this Indenture, the Lease or the Site Lease, except for the purpose of exchange and transfer and any payment from such cash or Federal Securities deposited with the Trustee.

ARTICLE 7
EVENTS OF INDENTURE DEFAULT AND REMEDIES

Section 7.01 Events of Indenture Default Defined. Each of the following shall be an Event of Indenture Default:

(a) failure to pay the principal of or premium, if any, on any Certificate when the same shall become due and payable, whether at the stated maturity thereof or upon proceedings for redemption;

(b) failure to pay any installment of interest on any Certificate when the same shall become due and payable;

(c) the occurrence of an Event of Nonappropriation; or

(d) the occurrence of an Event of Lease Default.

Upon the occurrence of any Event of Indenture Default of which the Trustee is required to take notice or receive notice pursuant to Section 8.05, the Trustee shall give notice thereof to the Owners of the Certificates. The Trustee shall waive any Event of Nonappropriation which is cured by the Town within 30 days of the receipt of notice by the Trustee as provided by Section 6.4(b) of the Lease, by a duly effected Appropriation to pay all Base Rentals and sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Renewal Term. The Trustee may waive any Event of Nonappropriation which is cured by the Town within a reasonable time with the procedure described in the preceding sentence.

Section 7.02 Remedies. If any Event of Indenture Default occurs and is continuing, the Trustee may, or shall at the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon indemnification as provided in Section 8.01(d) of this Indenture, without any further demand or notice, enforce for the benefit of the Owners of the Certificates each and every right of the Trustee as the lessee under the Site Lease and the lessor under the Lease. In exercising such rights of the Trustee and the rights given the Trustee under this Article 7 and Article 8, the Trustee may, or shall at the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon indemnification as provided in Section 8.01(d) of this Indenture, take such action as, in the judgment of the Trustee upon advice of its counsel, would best serve the interests of the Owners of the Certificates, including calling the Certificates for redemption prior to their maturity in the manner and subject to the provisions of Article 4 hereof and exercising the Lease Remedies provided in the Lease, provided however that such action shall not include consequential or punitive damages against the Town.

Section 7.03 Legal Proceedings by Trustee. If any Event of Indenture Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Outstanding Certificates and receipt of indemnity to its satisfaction, shall, in its capacity as Trustee hereunder:

(a) By mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners of the Certificates, including enforcing any rights of the Trustee in respect of

the Trustee's leasehold interests in the Leased Property including its rights as lessor under the Lease and as lessee under the Site Lease and its rights under this Indenture and to enforce the provisions of this Indenture and any collateral rights hereunder for the benefit of the Owners of the Certificates; or

(b) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Certificates; or

(c) Take any other action at law or in equity that may appear necessary or desirable to enforce the rights of the Owners of the Certificates.

Section 7.04 Discontinuance of Proceedings by Trustee. If any proceeding commenced by the Trustee on account of any Event of Indenture Default is discontinued or is determined adversely to the Trustee, then the Owners of the Certificates shall be restored to their former positions and rights hereunder as though no such proceeding had been commenced.

Section 7.05 Owners of Certificates May Direct Proceedings. The Owners of a majority in aggregate principal amount of Outstanding Certificates shall have the right, after furnishing indemnity satisfactory to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such direction shall not be in conflict with any rule of law or with this Indenture or unduly prejudice the rights of minority Owners of the Certificates.

Section 7.06 Limitations on Actions by Owners of Certificates. No Owner of the Certificates shall have any right to pursue any remedy hereunder unless:

(a) the Trustee shall have been given written notice of an Event of Indenture Default;

(b) the Owners of at least a majority in aggregate principal amount of all Outstanding Certificates shall have requested the Trustee, in writing, to exercise the powers hereinabove granted to or pursue such remedy in its or their name or names;

(c) the Trustee shall have been offered indemnity satisfactory to Trustee as provided in Section 8.01(d) hereof; and

(d) the Trustee shall have failed to comply with such request within a reasonable time.

Notwithstanding the foregoing provisions of this Section or any other provision of this Indenture, the obligation of the Trustee shall be absolute and unconditional to pay hereunder, but solely from the Revenues pledged under this Indenture, the principal of, premium, if any, and interest on the Certificates to the respective Owners thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

Section 7.07 Trustee May Enforce Rights Without Possession of Certificates. All rights under this Indenture and the Certificates may be enforced by the Trustee without the possession of any Certificates or the production thereof at the trial or other proceedings relative

thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Owners of the Certificates.

Section 7.08 Remedies Not Exclusive. Subject to any express limitations contained herein, no remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09 Delays and Omissions Not to Impair Rights. No delays or omissions in respect of exercising any right or power accruing upon any default shall impair such right or power or be a waiver of such default, and every remedy given by this Article 7 may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Application of Moneys in Event of Indenture Default. Any moneys received, collected or held by the Trustee following an Event of Indenture Default and any other moneys held as part of the Trust Estate (except for moneys held in the Rebate Fund or any defeasance escrow account) shall be applied in the following order:

(a) To the payment of the reasonable costs of the Trustee, including, but not limited to, its Counsel fees, and disbursements of the Trustee, and the payment of its reasonable compensation, including any amounts remaining unpaid;

(b) To the payment of interest then owing on the Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of interest ratably, without preference or priority of one Certificate over another or of any installment of interest over any other installment of interest; and

(c) To the payment of principal or redemption price (as the case may be) then owing on the Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price ratably, without preference or priority of one Certificate over another.

The surplus, if any, shall be paid to the Town.

ARTICLE 8
CONCERNING THE TRUSTEE

Section 8.01 Duties of the Trustee.

(a) The Trustee hereby accepts the provisions of the Site Lease, the Lease and this Indenture and accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the express terms and conditions set forth in the Site Lease, the Lease and this Indenture, and no implied covenants or obligations shall be read into this Indenture, the Site Lease or the Lease against the Trustee.

(b) The Trustee hereby covenants for the benefit of the Owners of the Certificates that the Trustee will observe and comply with its obligations under the Site Lease, the Lease and this Indenture.

(c) After the occurrence of an Event of Default, the Trustee shall, subject to this Section 8.01, at all times, to the extent permitted by law, defend, preserve and protect its interest in the Leased Property and the other property or property rights included in the Trust Estate and all the rights of the Owners under this Indenture against all claims and demands of all persons whomsoever.

(d) Before taking any action hereunder or under the Lease or Site Lease, the Trustee may require that satisfactory indemnity be furnished to it by the Certificate Owners for the reimbursement of all costs and expenses which it may incur and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or resolution related to the protection of the environment or hazardous substances, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken.

(e) The Trustee, prior to the occurrence of an Event of Indenture Default and after the curing of all Events of Indenture Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture.

Section 8.02 Liability of Trustee; Trustee's Use of Agents.

(a) The Trustee shall be liable only for its own negligence or willful misconduct. However, the Trustee shall not be liable for any error of judgment made in good faith, provided the Trustee was not negligent in ascertaining the pertinent facts.

(b) The Trustee may exercise any powers under this Indenture and perform any duties required of it through attorneys, agents, receivers, officers or employees, and shall be entitled to the advice or opinion of Counsel concerning all matters involving the Trustee's duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney engaged by the Trustee in the exercise of reasonable care without liability for any loss or damage resulting from any action or omission taken in good faith reliance upon that opinion or advice. The Trustee shall not be liable for any loss or damage

resulting from any action or omission taken by its agents, officers, and employees to whom discretion or authority hereunder has been delegated by the Trustee, provided the Trustee was not negligent in its selection of or delegation to the agent, officer, or employee.

(c) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(d) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Leased Property.

(e) The Trustee shall not be liable for actions taken at the direction of Owners pursuant to the provisions of Article 7.

(f) Any person hired by the Trustee to enforce Lease Remedies shall be considered the Trustee's agent for the purposes of this Section.

(g) The Trustee shall not be responsible for any recital herein or in the Certificates (except in respect to the execution of the Certificates on behalf of the Trustee), or for the recording or rerecording, filing or refiling of the Site Lease, the Lease or this Indenture or of any supplements thereto or hereto or instruments of further assurance, or collecting any insurance moneys, or for the sufficiency of the security for the Certificates issued hereunder or intended to be secured hereby, or for the value of or title to the Leased Property, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Town, except as provided herein; but the Trustee may require of the Town full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Town under the Site Lease or the Lease; and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof (except for funds and investments held by the Trustee), or the validity or sufficiency of this Indenture or of the Certificates. The Trustee shall not be accountable for the use of any proceeds of any Certificates executed and delivered hereunder, provided that the Trustee shall comply with the provisions of this Indenture related to the requisition of such proceeds that are deposited in the Costs of Execution and Delivery Fund and the Construction Fund. The Trustee shall not be accountable for the use or application of any Certificates or the proceeds thereof or of any money paid to or upon the order of the Town under any provisions of this Indenture or the Lease.

(i) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Town by the Town Representative or such other person as may be designated for

such purpose by ordinance or resolution of the Council, as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in Section 8.05 hereof, or of which by said subsection it is deemed to have been notified, the Trustee may rely upon a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law. The Trustee shall not be under any liability for interest on any moneys received hereunder except that the Trustee is responsible for investing moneys in funds held hereunder in compliance with the written investment direction of the Town Representative.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand in respect of the execution and delivery of any Certificates, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Town to the execution and delivery of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(m) Notwithstanding any other provision hereof, the Trustee shall not be required to advance any of its own funds in the performance of its obligations hereunder or any other documents related to this Indenture unless it has received assurances from the Owners of the Certificates or indemnity from the Owners of the Certificates satisfactory to it that it will be repaid.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any preliminary official statement, official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Certificates except to the extent that such statement was provided by the Trustee for inclusion in such document. and shall have no responsibility for compliance with any state or federal securities laws in connection with the Certificates.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, registrar, or Paying Agent.

(p) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all books, papers and records of the Town pertaining to the Leased

Property and the Certificates, and to take such memoranda from and in regard thereto as may be desired.

(q) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

(r) The Trustee is authorized and directed to enter into the Site Lease and the Lease, solely in its capacity as Trustee under this Indenture.

(s) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur and liability, financial or otherwise, in performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 8.03 Representations and Covenants of Trustee. The Trustee represents, warrants and covenants as follows:

(a) So long as no Event of Indenture Default has occurred and is then continuing or existing, except as specifically provided in the Site Lease or the Lease or as necessary to transfer the Trust Estate to a successor Trustee, the Trustee shall not pledge or assign the Trustee's right, title and interest in and to (i) the Lease or the Site Lease, (ii) the Base Rentals, other Revenues and collateral, security interests and attendant rights and obligations which may be derived under the Lease or the Site Lease, and/or (iii) the Leased Property and any reversion therein or any of the Trustee's other rights under the Lease or the Site Lease or assign, pledge, mortgage, encumber or grant a security interest in the Trustee's right, title and interest in, to and under the Lease or the Site Lease or the Leased Property except for Permitted Encumbrances.

(b) To the knowledge of the Trustee, neither the execution and delivery of the Lease, the Site Lease and this Indenture by the Trustee, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitutes a default under any of the foregoing.

(c) To the Trustee's knowledge, there is no litigation or proceeding pending against the Trustee affecting the right of the Trustee to execute the Lease and the Site Lease or to execute this Indenture, and perform its obligations thereunder or hereunder, except such litigation or proceeding as has been disclosed in writing to the Town on or prior to the date this Indenture is executed and delivered.

(d) The Trustee covenants and agrees to comply with any applicable requirements for the Trustee set forth in the Tax Certificate as directed in writing by the Town.

Section 8.04 Compensation. The Trustee shall be entitled to payment and reimbursement for its reasonable fees for its ordinary services rendered hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and all advances, agent and Counsel fees and other ordinary expenses for its services rendered hereunder as and when the same become due and all expenses reasonably and necessarily made or incurred by the Trustee in connection with such services as and when the same become due, as provided in Section 6.2 of the Lease. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall be entitled to payment and reimbursement of the reasonable fees and charges of the Trustee as Paying Agent and as registrar for the Certificates.

Section 8.05 Notice of Default; Right to Investigate. If an Event of Indenture Default occurs of which the Trustee is by this Section required to take notice, the Trustee shall, within 30 days after it receives notice thereof, give written notice by electronic means or by first class mail to the Owners of the Certificates of all Events of Indenture Default known to the Trustee and send a copy of such notice to the Town, unless such defaults have been remedied. The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Indenture Default unless it has actual knowledge thereof or has been notified in writing of such Event of Indenture Default by the Town or the Owners of at least 25% in aggregate principal amount of the Outstanding Certificates. The Trustee may, however, at any time request the Town to provide full information as to the performance of any covenant under the Lease; and, if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made an investigation into any matter related to the Site Lease, the Lease and the Leased Property.

Section 8.06 Obligation to Act on Defaults. If any Event of Indenture Default shall have occurred and be continuing of which the Trustee has actual knowledge or notice pursuant to Section 8.05, the Trustee shall exercise such of the rights and remedies vested in it by this Indenture and shall use the same degree of care in their exercise as a prudent person would exercise or use in the circumstances in the conduct of his or her own affairs; provided, that if in the opinion of the Trustee such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

Section 8.07 Reliance on Requisition, etc. The Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any written requisition, resolution, notice, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement. The Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith.

The Trustee shall be entitled to rely upon the advice and opinions of Counsel and shall not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or willful misconduct.

Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates delivered in exchange therefor or upon transfer or in substitution thereof.

Section 8.08 Trustee May Own Certificates. The Trustee, in its individual or any other capacity, may in good faith buy, sell, own and hold any of the Certificates and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not the party to this Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Town provided that if the Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee.

Section 8.09 Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Indenture, and any such construction by the Trustee shall be binding upon the Owners. In construing any such provision, the Trustee will be entitled to rely upon the advice and opinions of Counsel and will not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or willful misconduct.

Section 8.10 Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by written resignation filed with the Town not less than 60 days before the date when it is to take effect; provided notice of such resignation is sent by electronic means or mailed by registered or certified mail to the Owner of each Outstanding Certificate at the address shown on the registration books. Such resignation shall take effect only upon the appointment of a successor Trustee. If no successor Trustee is appointed within 60 days following the date designated for the resignation of the Trustee, the resigning Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee. The rights of the Trustee to be held harmless, to insurance proceeds, or to other amounts due arising prior to the date of such resignation shall survive resignation.

Section 8.11 Removal of Trustee. Any Trustee hereunder may be removed at any time, after payment of all outstanding fees and expenses of the Trustee being so removed, by the Town or by the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, upon written notice being filed with the Trustee, the Town and the Owner of each Outstanding Certificate at the address shown on the registration books. Such removal shall take effect only upon the appointment of a successor Trustee. The rights of the Trustee to be held harmless, to insurance proceeds or to other amounts due arising prior to the date of such removal shall survive removal.

Section 8.12 Appointment of Successor Trustee. If the Trustee or any successor trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Town shall appoint a successor and shall cause a notice of such appointment to

be sent by electronic means or mailed by registered or certified mail to the Owners of all Outstanding Certificates at the address shown on the registration books. If the Town fails to make such appointment within 30 days after the date notice of resignation is filed, the Owners of a majority in aggregate principal amount of the Certificates then Outstanding may do so. If the Owners have failed to make such appointment within 60 days after the date notice of resignation is filed, the Trustee may petition a court of competent jurisdiction to make such appointment.

Section 8.13 Qualification of Successor. Any successor trustee shall be a national or State bank with trust powers or a bank and trust company or a trust company, in each case having capital and surplus of at least $50,000,000, if there be one able and willing to accept the trust on reasonable and customary terms.

Section 8.14 Instruments of Succession. Any successor trustee shall execute, acknowledge and deliver to the Town an instrument accepting such appointment under this Indenture; and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee herein and thereupon the duties and obligations of the Trustee ceasing to act shall cease and terminate. The Trustee ceasing to act under this Indenture shall pay over to the successor trustee all moneys held by it under this Indenture; and, upon request of the successor trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to the successor trustee all the estates, properties, rights, powers, and trusts under this Indenture of the Trustee ceasing to act.

Section 8.15 Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any sale, merger or consolidation of its corporate trust business to which any Trustee hereunder shall be a party, shall be the successor trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.16 Intervention by Trustee. In any judicial proceeding to which the Trustee is not party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Owners and shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of Outstanding Certificates and upon being furnished satisfactory indemnity. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.17 Books and Records of the Trustee; Trustee Record Keeping. The Trustee shall keep such books and records relating to the Site Lease and the Lease and Funds and Accounts created under this Indenture as shall be consistent with industry practice and make such books and records available for inspection by the Town, at all reasonable times and for six years following the discharge of this Indenture according to Article 6 hereof.

Section 8.18 Environmental Matters. Any real property or interest in real property constituting any portion of the Trust Estate shall be subject to the following provisions:

(a) The Trustee's responsibilities for any interest in real property constituting any portion of the Trust Estate, prior to an Event of Indenture Default, shall be performed as Trustee on behalf of the Owners of the Certificates without any duty to monitor or investigate whether the real property constituting any portion of the Trust Estate complies with environmental laws or is subject to any Hazardous Substance.

(b) Following an Event of Indenture Default, if the Trustee determines that the release, threatened release, use, generation, treatment, storage, or disposal of any Hazardous Substance on, under or about real property constituting any portion of the Trust Estate gives rise to any liability or potential liability under any federal, State of Colorado, local or common law, or devalues or threatens to devalue such real property, the Trustee may, after being adequately indemnified pursuant to Section 8.01(d), take whatever action is deemed necessary by the Trustee to address the threatened or actual releases of Hazardous Substances, or to bring about or maintain such real property's compliance with federal, State of Colorado, or local environmental laws and regulations. The Trustee has the right to take no action and, in such event no fiduciary duty exists which imposes any obligation for action with respect to the Trust Estate or any portion thereof if the Trustee determines to take no action for, including that any such action could adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified, or local environmental laws and regulations.

ARTICLE 9
SUPPLEMENTAL INDENTURES AND AMENDMENTS OF THE LEASE AND SITE LEASE

Section 9.01 Supplemental Indentures and Amendments Not Requiring Certificate Owners' Consent. The Trustee may, with the written consent of the Town, but without the consent of or notice to the Owners, enter into such indentures or agreements supplemental hereto, for any one or more or all of the following purposes:

(a) to grant additional powers or rights to the Trustee;

(b) to make any amendments necessary or desirable to obtain or maintain a rating from any Rating Agency rating the Certificates;

(c) to authorize the execution and delivery of Additional Certificates for the purposes and under the conditions set forth in Section 2.08 hereof;

(d) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest portion of the Base Rentals allocable to the Certificates; or

(e) for any purpose not inconsistent with the terms of this Indenture or to cure any ambiguity, or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein or to make such other amendments to this Indenture which do not materially adversely affect the interests of the Owners of the Certificates.

Section 9.02 Supplemental Indentures and Amendments Requiring Certificate Owners' Consent.

(a) Exclusive of supplemental indentures and amendments covered by Section 9.01 hereof, the written consent of the Town and the consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, shall be required for any indenture or indentures supplemental hereto.

(b) Notwithstanding the foregoing, without the consent of the Owners of all of the Certificates at the time Outstanding nothing herein contained shall permit, or be construed as permitting:

(i) A change in the terms of redemption or maturity of the principal amount of or the interest on any Outstanding Certificate, or a reduction in the principal amount of or premium payable upon any redemption of any Outstanding Certificate or the rate of interest thereon, without the consent of the Owner of such Certificate;

(ii) The deprivation of the Owner of any Certificate then Outstanding of the interest created by this Indenture (other than as originally permitted hereby) without the consent of the Owner of such Certificate;

(iii) A privilege or priority of any Certificate or Certificates over any other Certificate or Certificates (except with respect to the possible subordination of Additional Certificates); or

(iv) A reduction in the aggregate principal amount of the Certificates required for consent to such supplemental indenture.

If at any time the Town shall request the Trustee to enter into a supplemental indenture which requires the consent of the Certificate Owners as provided herein, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given by electronic means or mailed to the Owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Certificate Owners. If, within 60 days or such longer period as shall be prescribed by the Town following the giving of such notice, the required consents have been furnished to the Trustee as herein provided, no Certificate Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee from executing the same or from taking any action pursuant to the provisions thereof.

In executing or accepting any supplemental indenture permitted by Sections 9.01 or 9.02, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that (a) the execution of such supplemental indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Certificates and (c) such supplemental indenture will, upon the execution and delivery thereof, be a valid and binding obligation of the City.

Section 9.03 Amendment of the Lease and the Site Lease.

(a) The Trustee and the Town shall have the right to amend the Lease and the Site Lease, without the consent of or notice to the Owners of the Certificates, for one or more of the following purposes:

(1) to add covenants of the Trustee or the Town or to grant additional powers or rights to the Trustee;

(2) to make any amendments necessary or desirable to obtain or maintain a rating from any Rating Agency of the Certificates;

(3) in order to more precisely identify the Leased Property, including any substitutions, additions or modifications to the Leased Property as the case may be, as may be authorized under the Site Lease and the Lease;

(4) to make additions to the Leased Property, amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 hereof;

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest portion of the Base Rentals allocable to the Certificates; or

(6) for any purpose not inconsistent with the terms of this Indenture or to cure any ambiguity or to correct or supplement any provision contained therein or in any amendment thereto which may be defective or inconsistent with any other provision contained therein or herein or in any amendment thereto or to make such other amendments to the Lease or the Site Lease which do not materially adversely affect the interests of the Owners of the Certificates.

(b) If the Trustee or the Town proposes to amend the Lease or the Site Lease in any way other than as set forth in Section 9.03(a) above, the Trustee shall notify the Owners of the Certificates of the proposed amendment and may consent thereto only with the consent of the Owners of a majority in aggregate principal amount of the Outstanding Certificates; provided, that the Trustee shall not, without the unanimous consent of the Owners of all Outstanding Certificates, consent to any amendment which would (1) decrease the amounts payable in respect of the Lease, or (2) change the Base Rentals Payment Dates, or (3) change any of the prepayment provisions of the Lease.

(c) In executing or accepting any supplemental lease permitted by this Section 9.03 the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that (a) the execution of such supplemental lease is permitted by and in compliance with this Indenture, (b) the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Certificates and (c) such supplemental indenture will, upon the execution and delivery thereof, be a valid and binding obligation of the City.

Section 9.04 Notice to Rating Agencies. The Trustee shall provide by electronic means or by mail a notice of any amendment or supplement to this Indenture, the Lease or the Site Lease to any Rating Agency then rating the Certificates.

ARTICLE 10
MISCELLANEOUS

Section 10.01 Evidence of Signature of Owners and Ownership of Certificates. Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The fact of the owning by any person of Certificates and the amounts and numbers of such Certificates, and the date of the owning of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such bankers, as the property of such party, the Certificates therein mentioned, if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Certificates have been deposited with a bank, bankers or trust company before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

Any request or consent of the Owner of any Certificate shall be conclusive upon and shall bind all future Owners of such Certificate and of any Certificate issued upon the transfer or exchange of such Certificate in respect of anything done or suffered to be done by the Town, the Trustee in accordance therewith, whether or not notation of such consent or request is made upon any such Certificate.

Section 10.02 Inspection of the Leased Property. Under the Lease, the Trustee and its duly authorized agents (a) have the right, but not the duty, on reasonable notice to the Town, at all reasonable times, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Town for security purposes) and (b) are permitted, but have no obligation, at all reasonable times, to examine the books, records, reports and other papers of the Town with respect to the Leased Property.

Section 10.03 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Town, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Trustee shall be for the sole and exclusive benefit of the Town, the Trustee and the Owners.

Section 10.04 Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Indenture.

Section 10.05 Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Indenture.

Section 10.06 Governing Law. This Indenture shall be governed and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 10.07 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.08 Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (i) delivered personally, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, at the addresses indicated below, or to such other addresses as the respective parties may from time to time designate in writing, (iii) sent by electronic transmission which produces evidence of transmission, or (iv) in such other manner as authorized by the Town or the Trustee, as the case may be.

if to the Town,

Town of Castle Rock, Colorado
100 N. Wilcox St.
Castle Rock, Colorado 80104
Attention: Finance Director

if to the Trustee,

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services

The Town and the Trustee may, by written notice, designate any further or different means of communication or addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.09 Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of the Trustee shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 10.10 Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a day other than a Business Day such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 10.11 Undertaking to Provide Ongoing Disclosure. The Town has covenanted in Section 11.6 of the Lease to comply with the terms of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure by the Town to comply with the Continuing Disclosure Certificate shall not be considered an Event of Indenture Default and the rights and remedies provided by this Indenture upon the occurrence of an Event of Indenture Default shall not apply to any such failure. The Trustee shall have no power or duty to enforce the obligations of the Town under the Continuing Disclosure Certificate.

Section 10.12 Electronic Storage and Execution. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Without limiting the foregoing, the parties agree that any individual or individuals who are authorized to execute or consent to this Indenture on behalf of the Town, the Trustee or any Owner are hereby authorized to execute this the same electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Indenture or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

IN WITNESS WHEREOF, the Trustee has caused this Indenture to be executed all as of the date first above written.

UMB BANK, N.A., as Trustee

By:_____
Vice President

EXHIBIT A
FORM OF CERTIFICATES

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CERTIFICATE OF PARTICIPATION,
SERIES 2026

Evidencing a Proportionate Interest in the
Base Rentals and other Revenues under an Annually
Renewable Lease Purchase Agreement, dated February 3, 2026, between
UMB Bank, n.a.,
solely in its capacity as trustee under the Indenture, as lessor,
and the Town of Castle Rock, Colorado, as lessee

No. R-____ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	December 1, 20__	February 3, 2026	

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, Series 2026 (this "Certificate"), is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Lease Purchase Agreement (the "Lease") dated as of February 3, 2026, between UMB Bank, n.a., Denver, Colorado, as Trustee (the "Trustee"), as lessor, and the Town of Castle Rock, Colorado (the "Town"), as lessee. This Certificate is secured as provided in the Lease and the Indenture of Trust (the "Indenture") dated as of February 3, 2026, by the Trustee, for the registered owners of the Certificates of Participation, Series 2026 (the "Certificates"). All terms capitalized but not defined herein shall have the meanings given to them in the Indenture.

This Certificate bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Indenture.

Under the Site Lease, certain Leased Property described therein (the "Leased Property") has been leased by the Town, as lessor, to the Trustee, as lessee. Under the Lease, the Leased Property has been leased back by the Trustee, as lessor, to the Town, as lessee, and the Town has agreed to pay, directly to the Trustee, Base Rentals in consideration of the Town's right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon. The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the Town.

This Certificate has been executed and delivered pursuant to the terms of the Indenture. Reference is hereby made to the Site Lease, the Lease and the Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the Certificates are delivered, and the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the Town under the Site Lease and the Lease, and to all of the provisions of which Site Lease, Lease and Indenture the Owner of this Certificate, by acceptance hereof, assents and agrees.

Additional Certificates may be executed and delivered pursuant to the Indenture without consent of or notice to the owners of the Certificates and upon the satisfaction of certain conditions and limitations. Such Additional Certificates, together with the Certificates, are referred to herein as the "Certificates." Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals, without preference, priority or distinction of any Certificates, including the Certificates, over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the Trustee with the written consent of the Owners of a majority in aggregate principal amount of the Certificates outstanding, and may be amended without such consent under certain circumstances described in the Indenture but in no event such that the interests of the Owners of the Certificates are materially adversely affected, provided that no such amendment is to impair the right of any Owner to receive in any case such Owner's proportionate share of any payment of Revenues in accordance with the terms of such Owner's Certificate.

THE OWNER OF THIS CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). The interest hereon is payable at the interest rate from the Dated Date (specified above) on [____], 2026, and semiannually thereafter on June 1 and December 1 in each year (the "Interest Payment Dates"). Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THIS CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE TRUSTEE PURSUANT TO THE LEASE AND OTHER REVENUES AS DEFINED IN THE INDENTURE. NEITHER THE LEASE, THE CERTIFICATES, OR THE OBLIGATION OF THE TOWN TO PAY BASE RENTALS OR ADDITIONAL RENTALS

CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE TOWN OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE TOWN, WITHIN THE MEANING OF ANY CONSTITUTIONAL, HOME RULE CHARTER OR STATUTORY DEBT LIMITATION. NEITHER THE LEASE NOR THE CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE TOWN'S THEN CURRENT FISCAL YEAR.

This Certificate is issued under the authority of Part 2 of Article 57, Title 11, Colorado Revised Statutes (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Certificate after its delivery for value.

This Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability, and construction. The Town has determined that this Certificate is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling.

The Trustee has executed this Certificate solely in its capacity as Trustee under the Indenture and not in its individual or personal capacity. The Trustee is not liable for the obligations evidenced by the Certificates except from amounts held by it in its capacity as Trustee under the Indenture.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture, until executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all things, conditions, and acts required by the Constitution and the statutes of the State of Colorado and the Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized representative of the Trustee.

Execution Date: February 3, 2026.

UMB BANK, N.A., as Trustee

By:_____
Authorized Officer

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

_____
Signature

Dated: _____

Signature Guaranteed:

_____
Signature must be guaranteed by a member
of a Medallion Signature Program

Address of Transferee:

_____

_____

_____

Social Security or other tax
identification number of transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

(End Form of Assignment)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Certificate have been prepaid in accordance with the terms of the Indenture authorizing the execution and delivery of this Certificate.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative of DTC

(End Form of Certificates)

NEW ISSUE **RATING: S&P: "AA"**
BOOK-ENTRY ONLY **See "RATING"**

In the opinion of Butler Snow LLP, Special Counsel, under existing laws, regulations, published rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, the portion of the Base Rentals which is designated in the Lease as interest on the Certificates is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Certificates (the "Tax Code"), is not a specific preference item for purposes of the federal alternative minimum tax, however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, and is excludable from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Certificates as described herein. See "TAX MATTERS."

$72,550,000
CERTIFICATES OF PARTICIPATION, SERIES 2025
Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated August 6, 2025, between UMB BANK, n.a., solely in its capacity as Trustee under the Indenture, as lessor, and the TOWN OF CASTLE ROCK, COLORADO, as lessee

Dated: Date of Delivery **Due: December 1, as shown herein**

The Certificates of Participation, Series 2025 (the "Certificates") evidence a proportionate interest in the base rentals and certain other revenues under an annually renewable Lease Purchase Agreement dated as of August 6, 2025 (the "Lease"), entered into between UMB Bank, n.a., solely in its capacity as trustee under the Indenture (the "Trustee"), as lessor, and the Town of Castle Rock, Colorado, as lessee (the "Town"). The Certificates are being executed and delivered pursuant to an Indenture of Trust dated as of August 6, 2025 (the "Indenture"), executed and delivered by the Trustee.

The Certificates are issued as fully registered certificates in denominations of $5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), securities depository for the Certificates. Purchases of the Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Certificates. See "THE CERTIFICATES--Book-Entry Only System." The Certificates bear interest at the rates set forth herein, payable on June 1 and December 1 of each year, commencing on December 1, 2025, to and including the maturity dates shown herein (unless the Certificates are redeemed earlier), payable to the registered owner of the Certificates, initially Cede & Co. The principal of the Certificates will be payable upon presentation and surrender at the Trustee. See "THE CERTIFICATES."

The maturity schedule for the Certificates appears on the inside cover page of this Official Statement.

The Certificates are subject to redemption prior to maturity at the option of the Town and are also subject to mandatory sinking fund redemption as described in "THE CERTIFICATES--Redemption Provisions." *The Certificates are subject to extraordinary mandatory redemption upon the occurrence of an Event of Nonappropriation or an Event of Lease Default as described in "THE CERTIFICATES--Redemption Provisions - Extraordinary Redemption Upon the Occurrence of Certain Events."*

The proceeds from the issuance of the Certificates, together with other available moneys, will be used to: (i) acquire, construct, install and improve of certain public facilities, including, without limitation, the construction of a sports development center for Town purposes (the "Project"); and (ii) pay the costs of issuing the Certificates. See "SOURCES AND USES OF FUNDS."

Neither the Lease nor the Certificates constitute a general obligation, a multiple fiscal year direct or indirect debt or other financial obligation or indebtedness of the Town within the meaning of any constitutional, or statutory debt limitation. None of the Lease, the Indenture or the Certificates directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year in which the Lease may be in effect. Except to the extent payable from the proceeds of the Certificates and income from the investment thereof, from the Net Proceeds (defined herein), from net proceeds from exercising certain remedies under the Lease or from other amounts made available under the Indenture, the Certificates are payable during the lease term solely from Base Rentals payable to the Trustee under the Lease and the income from certain investments under the Indenture. All payment obligations of the Town under the Lease are from year to year only. The Lease is subject to annual renewal by the Town. Upon termination of the Lease, the Certificates will be payable solely from moneys, if any, held by the Trustee under the Indenture and any amounts resulting from the exercise of various remedies by the Trustee under the Site Lease, the Lease and the Indenture, all as more fully described herein.

This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision and should give particular attention to the section entitled "CERTAIN RISK FACTORS."

The Certificates are offered when and if executed and delivered and accepted by the Underwriter, subject to the approval of legality by Butler Snow LLP, Denver, Colorado, Special Counsel, and certain other conditions. Butler Snow LLP also has acted as special counsel to the Town in connection with this Official Statement. Certain legal matters will be passed upon for the Town by the Town Attorney. Hilltop Securities Inc., Denver, Colorado, is acting as Municipal Advisor to the Town. Stradling Yocca Carlson & Rauth, LLP, Denver, Colorado, is acting as counsel to the Underwriter. It is expected that the Certificates will be available for delivery through the facilities of DTC on or about August 6, 2025.

[STIFEL LOGO]

Official Statement dated July 29, 2025.

MATURITY SCHEDULE
(CUSIP© 6-digit issuer number: 14848P)

$72,550,000
CERTIFICATES OF PARTICIPATION, SERIES 2025
Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated August 6, 2025, between UMB BANK, n.a., solely in its capacity as Trustee under the Indenture, as lessor, and the TOWN OF CASTLE ROCK, COLORADO, as lessee

Maturing (December 1)	Principal Amount	Interest Rate	Yield	CUSIP© Issue Number	Maturing (December 1)	Principal Amount	Interest Rate	Yield	CUSIP© Issue Number
2030	$2,185,000	5.00%	2.89%	BJ9	2038	$3,230,000	5.00%	4.30%†	BS9
2031	2,295,000	5.00	3.07	BK6	2039	3,390,000	5.00	4.39†	BT7
2032	2,410,000	5.00	3.30	BL4	2040	3,560,000	5.00	4.50†	BU4
2033	2,530,000	5.00	3.45	BM2	2041	3,740,000	5.00	4.63†	BV2
2034	2,660,000	5.00	3.62	BN0	2042	3,925,000	5.25	4.70†	BW0
2035	2,790,000	5.00	3.79	BP5	2043	4,130,000	5.25	4.81†	BX8
2036	2,930,000	5.00	4.00†	BQ3	2044	4,350,000	5.25	4.89†	BY6
2037	3,075,000	5.00	4.19†	BR1	2045	4,580,000	5.25	4.94†	BZ3

$20,770,000 5.00% Term Certificate due December 1, 2049. Priced to Yield: 5.07%. CUSIP© Issue No.: CA7.

† Priced to the first par call date of December 1, 2035. See "THE CERTIFICATES--Redemption Provisions."

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USE OF INFORMATION IN THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside cover page and the appendices, does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Certificates, and if given or made, such information or representations must not be relied upon as having been authorized by the Town. The Town maintains an internet website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

The information set forth in this Official Statement has been obtained from the Town and from the sources referenced throughout this Official Statement, which the Town believes to be reliable. No representation is made by the Town, however, as to the accuracy or completeness of information provided from sources other than the Town. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information, estimates, and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Certificates shall, under any circumstances, create any implication that there has been no change in the affairs of the Town, or in the information, estimates, or opinions set forth herein, since the date of this Official Statement.

This Official Statement has been prepared only in connection with the original offering of the Certificates and may not be reproduced or used in whole or in part for any other purpose.

The Certificates have not been registered with the Securities and Exchange Commission due to certain exemptions contained in the Securities Act of 1933, as amended. The Certificates have not been recommended by any federal or state securities commission or regulatory authority, and the foregoing authorities have neither reviewed nor confirmed the accuracy of this document.

THE PRICES AT WHICH THE CERTIFICATES ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE CERTIFICATES, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

TOWN OF CASTLE ROCK, COLORADO

Town Council
Jason Gray, Mayor
Laura Cavey, Mayor Pro Tem
Kevin Bracken, Council Member
Max Brooks, Council Member
Mark Davis, Council Member
Tim Dietz, Council Member
Ryan Hollingshead, Council Member

Town Administrative Officials
David Corliss, Town Manager
Trish Muller, CPA, Finance Director
Michael J. Hyman, Town Attorney
Jeff Brauer, Director of Parks and Recreation

MUNICIPAL ADVISOR TO THE TOWN
Hilltop Securities Inc.
Denver, Colorado

TRUSTEE
UMB Bank, n.a.
Denver, Colorado

SPECIAL COUNSEL
Butler Snow LLP
Denver, Colorado

UNDERWRITER
Stifel, Nicolaus & Company, Incorporated
Denver, Colorado

UNDERWRITER'S COUNSEL
Stradling Yocca Carlson & Rauth, LLP
Denver, Colorado

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NOTE: Tables marked with an (*) indicate Annual Financial Information to be updated pursuant to SEC Rule 15c2 12, as amended. See Appendix D - Form of Continuing Disclosure Certificate.

The information to be updated may be reported in any format chosen by the Town; it is not required that the format reflected in this Official Statement be used in future years. The budget information contained in the General Fund budget summary and comparison table is to be satisfied with the current year budget information found in the ACFR.

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OFFICIAL STATEMENT

$72,550,000
CERTIFICATES OF PARTICIPATION, SERIES 2025
Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated August 6, 2025, between UMB BANK, n.a., solely in its capacity as Trustee under the Indenture, as lessor, and the TOWN OF CASTLE ROCK, COLORADO, as lessee

INTRODUCTION

General

This Official Statement, including the cover page, inside cover page and appendices, is furnished in connection with the execution, delivery and sale of $72,550,000 aggregate principal amount of Certificates of Participation, Series 2025 (the "Certificates"), evidencing proportionate interests in the base rentals and other revenues under an annually renewable Lease Agreement dated as of August 6, 2025 (the "Lease"), between UMB Bank, n.a., Denver, Colorado, solely in its capacity of trustee under the Indenture (the "Trustee"), as lessor, and the Town of Castle Rock, Colorado, as lessee (the "Town"). The Certificates will be executed and delivered pursuant to the terms of an Indenture of Trust executed by the Trustee dated as of August 6, 2025 (the "Indenture"). Certain of the capitalized terms used herein and not otherwise defined are defined in Appendix B to this Official Statement.

The offering of the Certificates is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Certificates. The following introductory material is only a brief description of and is qualified by the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein, particularly the section entitled "CERTAIN RISK FACTORS." Detachment or other use of this "INTRODUCTION" without the entire Official Statement, including the cover page and appendices, is unauthorized.

The Town

The Town was incorporated as a statutory town in 1881 and became a home rule municipality pursuant to Article XX of the Colorado constitution on September 22, 1987, upon the adoption of its home rule charter (the "Charter"). The Town is the county seat for Douglas County, Colorado (the "County") and is located along Interstate 25 approximately 22 miles southeast of downtown Denver, Colorado, and approximately 40 miles north of Colorado Springs, Colorado. The Town encompasses approximately 37 square miles and, based upon home occupancy rates and the number of building permits issued, the Town estimates its current population to be approximately 87,102. See "THE TOWN."

The Certificates; Prior Redemption

The Certificates are issued solely as fully registered certificates in the denomination of $5,000, or any integral multiple thereof. The Certificates are dated as of their date of delivery and mature and bear interest (calculated based on a 360-day year consisting of twelve 30-day

months) as set forth on the inside cover page hereof. The payment of principal and interest on the Certificates is described in "THE CERTIFICATES--Payment Provisions." The Certificates initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), the securities depository for the Certificates. Purchases of the Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Certificates. See "THE CERTIFICATES--Book-Entry Only System."

The Certificates are subject to redemption prior to maturity at the option of the Town and are also subject to mandatory sinking fund redemption as described in "THE CERTIFICATES--Redemption Provisions."

The Certificates are subject to extraordinary mandatory redemption upon the occurrence of an Event of Nonappropriation or an Event of Lease Default as described in "THE CERTIFICATES--Redemption Provisions - Extraordinary Redemption Upon the Occurrence of Certain Events."

Purpose

The proceeds from the issuance of the Certificates will be used to: (i) acquire, construct, install and improve of certain public facilities, including, without limitation, the construction of a recreation/sports development center (the "Sports Development Center" or "SDC") for Town purposes (the "Project"); and (ii) pay the costs of issuing the Certificates. See "SOURCES AND USES OF FUNDS."

The Site Lease and the Leased Property Generally

The Site Lease Generally. The Town and UMB Bank, n.a., solely in its capacity as Trustee under the Indenture, will enter into a Site Lease Agreement dated as of August 6, 2025 (the "Site Lease"), pursuant to which the Town will lease to the Trustee the site on which the SDC will be located (as further described below, the "Site") and the premises, buildings and improvements located thereon (the "Leased Property"). The Site Lease term expires on December 31, 2059. Concurrently with the execution of the Site Lease, the Trustee will lease the Leased Property back to the Town pursuant to the terms of the Lease. The Town will own fee title to the Leased Property and the Trustee will have a leasehold interest in the Leased Property, subject to the terms and provisions of the Site Lease, the Lease and the Indenture.

The Site. The Site includes 10.11 acres of land within the Brickyard Development (described in "SOURCES AND USES OF FUNDS--The Project) that has been dedicated by the developer to the Town.

The Leased Property. In addition to the Site, the Leased Property includes the SDC to be constructed on the Site. The SDC is planned to include a 145,177 square foot recreation center to be located on the Site.

The amenities to be included in the SDC have not been finalized yet. The currently proposed amenities are subject to changes as the SDC construction process progresses. The proposed amenities include those described below.

- a competition gymnasium providing eight elementary school basketball courts, four high school basketball courts four volleyball courts, and 12 pickleball courts.

- A recreation gymnasium providing two middle school basketball courts and two volleyball courts.

- A competition pool including a 25-meter x 25-yard pool and 1-meter diving board, eleven 25-yard lanes, nine 25-meter lanes, a three-lane warm-up pool with ramp and seat ledge for lessons and spectator seating for up to 200.

- A track, including an adventure loop (6.2 laps per mile) and a flat loop (13.5 laps per mile) and a flex studio connected to the track.

- Fitness amenities including approximately 40 cardio stations, 40 circuit stations, 55 free weight and circuit stations, four stretching stations, group fitness space, a mind/body studio and a spin studio.

- A meeting room (300-person capacity) that is divisible into two meeting rooms and a catering kitchen.

- Outdoor space including 4,000 square feet of turf/flex space, a shade canopy, and outdoor gathering spaces.

Security for the Certificates; Termination of Lease

General. The Certificates and the interest thereon are payable solely from the Base Rentals paid by the Town pursuant to the Lease and other revenues (the "Revenues") received under the Lease, which include: (a) all amounts payable by or on behalf of the Town or with respect to the Leased Property pursuant to this Lease including, but not limited to, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds, but not including Additional Rentals; (b) any portion of the proceeds of the Certificates deposited into Base Rentals Fund and the Reserve Fund, each created under the Indenture; (c) any moneys which may be derived from any insurance in respect of the Certificates; and (d) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under the Indenture (except for moneys and securities held in the Rebate Fund or any defeasance escrow account).

Under the Indenture, the Trustee, for the benefit of the Owners of the Certificates, is to receive Base Rentals payable by the Town under the Lease. The amount and timing of the Base Rentals are designed to provide sufficient money to the Trustee to pay the principal of and interest on the Certificates when due. The Trustee is to deposit to the Base Rentals Fund and the Construction Fund created under the Indenture all amounts payable by or on behalf of the Town or with respect to the Leased Property pursuant to the Lease, including all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds (but not Additional Rentals), all as defined in Appendix B.

Neither the Lease nor the Certificates constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory, or Charter debt limitation. Neither the Certificates nor the Lease will

directly or indirectly obligate the Town to make any payments other than those which may be appropriated by the Town for each fiscal year.

The Trustee does not have any obligation to and will not make any payments on the Certificates pursuant to the Lease or otherwise.

Sources of Payment of Base Rentals. Amounts due under the Lease are payable from all general revenues of the Town and no particular revenues of the Town are pledged to the payment of Base Rentals. The Town currently intends to budget, appropriate and pay the Base Rentals (and Additional Rentals, if any) allocable to the Certificates from legally available funds in its General Fund. Notwithstanding the foregoing, Base Rentals and Additional Rentals may be budgeted, appropriated and paid from any of the Town's available funds in the future.

The major sources of the moneys deposited into the Town's General Fund are the Town's sales tax (the "Sales Tax") and the use tax (the "Use Tax," and together with the Sales Tax, the "Sales and Use Tax"), which are currently imposed at a rate of 4.2%. A portion of the Town's Sales and Use Tax (imposed at a rate of 1.55%) and sales and use tax revenues received from a shareback agreement with Douglas County (the "County shareback") must be used for voter-approved transportation or public safety purposes and are not available to pay Base Rentals. As a result, revenues derived from Sales and Use Tax imposed at a rate of 2.65% constitute legally available revenues to the extent those revenues are not pledged for other uses. See "CURRENT SOURCES OF AVAILABLE REVENUES" for a description of the Town's Sales and Use Tax.

The Town may use any other legally available revenues to pay its Base Rentals under the Lease, including revenues derived from a lodging tax that is dedicated to parks and recreation purposes and any tax increment amounts received pursuant to an urban renewal plan area created in May 2025 which includes the Brickyard Development.

Termination of Lease; Annual Appropriation. The Lease constitutes a one-year lease of the Leased Property which is annually renewable for additional one-year terms as described in the Lease. The Town must take action annually to renew the Lease term for another year. If the Town fails to take such action, the Lease automatically will be terminated. The Town's decision to terminate its obligations under the Lease will be determined by the failure of the Town Council of the Town (the "Council") to specifically budget and appropriate moneys to pay all Base Rentals and reasonably estimated Additional Rentals for the ensuing Fiscal Year. The Finance Director or other officer of the Town at any time charged with the responsibility of formulating budget proposals for the Town is directed in the Lease to include in the annual budget proposals submitted to the Council, in any year in which the Lease is in effect, items for all payments required for the ensuing Renewal Term under the Lease until such time, if any, as the Town may determine to not renew and terminate the Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the Town that any decision to effect an Appropriation (defined in Appendix B) for the Base Rentals and Additional Rentals shall be made solely by the Council in its absolute discretion and not by any other official of the Town, as further provided in the Lease.

If on or before the December 31 prior to the beginning of any Fiscal Year of the Town, the Town fails to budget and appropriate sufficient funds to pay all Base Rentals and all reasonably estimated Additional Rentals, the Town will be considered to have terminated the Lease (subject to certain waiver and cure provisions). Upon termination of the Town's obligations

under the Lease, the Trustee may proceed to exercise certain remedies under the Lease and the Indenture, including the lease or sublease of the Leased Property, the sale or assignment of any interest the Trustee has in the Leased Property, including the Trustee's leasehold interest in the Leased Property, or one or any combination of the steps described in the Lease. See APPENDIX B - THE LEASE--Nonappropriation by the Town. The net proceeds of any such disposition are required to be applied by the Trustee toward the payment of the Certificates.

Termination of the Site Lease. The Leased Property will be leased by the Town to the Trustee pursuant to the Site Lease. At the end of the term of the Site Lease, all right, title and interest of the Trustee, or any sublessee or assignee in and to the Leased Property will vest in the Town. The Site Lease will terminate on the earliest to occur of the following: (a) the termination of the Lease Term as provided in the Lease due to the payment of the Purchase Option Price by the Town, or upon payment by the Town of all Base Rentals and Additional Rentals for the entire Lease Term; or (b) discharge of the Indenture as a result of the fact that all Certificates have been paid or have been deemed to have been paid as provided in the Indenture; or (c) December 1, 2059. The Leased Property will no longer be subject to the provisions of the Site Lease, the Lease or the Indenture upon the termination of the Site Lease. See "CERTAIN RISK FACTORS--Limited Duration of Site Lease" and Appendix B - Certain Definitions and Document Summaries--The Site Lease - Site Lease and Term.

Release of Leased Property; Purchase Option Price. The Town has the option to purchase the Trustee's leasehold interest in the Leased Property and terminate the Site Lease and the Lease by paying the Purchase Option Price, which is equal to the amount necessary to pay all principal and interest due on all Outstanding Certificates and any other amounts necessary to defease and discharge the Indenture, as provided in the Lease. See APPENDIX B - THE LEASE--Purchase Option and Conditions for Purchase Option. The Trustee is required to use the Purchase Option Price to pay the principal, interest, and any premium on the Certificates. See "THE CERTIFICATES--Redemption Provisions."

Release of Leased Property; Release and Substitution of Property. So long as no Lease Event of Default or Event of Nonappropriation shall have occurred and is continuing, the Trustee shall release the Leased Property, and shall execute all documents necessary or appropriate to convey or reconvey the same to the Town, free of all restrictions and encumbrances imposed or created by the Site Lease, this Lease or the Indenture, upon receipt by the Trustee of the following: (a) a written request of the Town Representative for such release, describing the Leased Property to be released; (b) a certificate of the Town Representative certifying (i) that the disposition of the Leased Property to be released and the substitution therefor of the real property to be substituted for the Leased Property to be released will not materially adversely affect the ability of the Town to operate the Leased Property or any leased property to be substituted therefor, or to fulfill its obligations under the Lease, (ii) that any real property to be substituted for the Leased Property to be released will be useful in the operation of the Town, and (iii) that the fair value of any real property to be substituted for the Leased Property to be released, as determined by the Council in a duly adopted resolution, together with remaining Leased Property and cash to be paid by the Town to the Trustee, if any, is at least equal to the aggregate principal amount of the Certificates then Outstanding; (c) a certified copy of the resolution referred to in clauses (b)(iii); and (d) supplements and amendments to the Lease, the Indenture and any other documents necessary to subject to the lien of the Indenture any real property to be substituted for the Leased Property to be released. The Town agrees that any cash paid to the Trustee pursuant to the Indenture provisions

described above shall be deposited into the Principal Account or the Interest Account of the Base Rentals Fund, or both such accounts, as directed by the Town.

Also see Appendix B - Certain Definitions and Document Summaries--The Lease - Partial Release and Substitution of Leased Property.

Additional Certificates. The Indenture permits the issuance of Additional Certificates without notice to or approval of the owners of the outstanding Certificates under the circumstances described in "THE CERTIFICATES--Additional Certificates."

No Reserve Fund. The Certificates are not secured by a reserve fund.

Tax Status

In the opinion of Butler Snow LLP, Special Counsel, under existing laws, regulations, published rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, the portion of the Base Rentals which is designated in the Lease as interest on the Certificates is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Certificates (the "Tax Code"), is not a specific preference item for purposes of the federal alternative minimum tax, however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, and is excludable from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Certificates as described herein. See "TAX MATTERS."

Notwithstanding the foregoing, Special Counsel has disclaimed any opinion regarding the tax status of the 2025 Certificates after termination of the Lease. See "CERTAIN RISK FACTORS--Effect of Termination on Exemption from Taxation and on Exemption from Registration," "TAX MATTERS" and Appendix E.

Professionals

Butler Snow LLP, Denver, Colorado, has acted as Special Counsel to the Town in connection with execution and delivery of the Certificates and has also acted as special counsel to the Town in connection with preparation of this Official Statement. The fees of Butler Snow LLP will be paid only from Certificate proceeds at closing. Certain legal matters will be passed upon for the Town by the Town Attorney. UMB Bank, N.A., is serving as the Trustee. The Town's audited basic financial statements as of and for the year ended December 31, 2024, including the report thereon of Forvis Mazars, LLP, certified public accountants, Denver, Colorado, are attached hereto as Appendix A. See "INDEPENDENT AUDITORS." Stifel, Nicolaus & Company, Incorporated, Denver, Colorado, is acting as the Underwriter for the Certificates (the "Underwriter"). See "UNDERWRITING." Stradling Yocca Carlson & Rauth, LLP, Denver, Colorado, is acting as counsel to the Underwriter.

Continuing Disclosure Undertaking

The Town will execute a continuing disclosure certificate (the "Disclosure Certificate") at the time of the closing for the Certificates. The Disclosure Certificate will be

executed for the benefit of the beneficial owners of the Certificates and the Town has covenanted in the Lease to comply with its terms. The Disclosure Certificate will provide that so long as the Certificates remain outstanding, the Town will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access ("EMMA") system: (i) annually, audited financial statements; (ii) annually, certain financial information and operating data; and (iii) notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as Appendix D.

The Town filed its 2023 audited financial statements and its report containing other operating and financial information approximately two months late; the associated failure to file notice was also posted late.

Additional Information

This introduction is only a brief summary of the provisions of the Certificates, the Indenture, the Lease, the Site Lease and other documents described herein; a full review of the entire Official Statement should be made by potential investors. Brief descriptions of the Project, the Town, the Certificates, the Indenture, the Lease, the Site Lease and other documents are included in this Official Statement. All references herein to the Certificates, the Lease, the Site Lease, the Indenture and other documents are qualified in their entirety by reference to such documents. *This Official Statement speaks only as of its date and the information contained herein is subject to change without notice*.

Additional information and copies of the documents referred to herein are available from the Town, the Municipal Advisor or the Underwriter as follows:

Town of Castle Rock, Colorado
Attn: Finance Director
100 N. Wilcox Street
Castle Rock, Colorado 80104
Telephone: (303) 660-1015

Hilltop Securities Inc.
8055 E. Tufts Avenue, Suite 350
Denver, Colorado 80237
Telephone: (303) 771-0217

Stifel, Nicolaus & Company, Incorporated
1401 Lawrence Street, Suite 900
Denver, Colorado 80202
Telephone: (303) 296-2300.

CERTAIN RISK FACTORS

Investment in the Certificates involves certain risks. Each prospective investor in the Certificates is encouraged to read this Official Statement in its entirety and to give particular attention to the factors described below which could affect the payment of rentals under the Lease and could affect the market price of the Certificates to an extent that cannot be determined at this time. The factors set forth below are not intended to provide an exhaustive list of the risks associated with the purchase of the Certificates.

Nonappropriation

Prospective purchasers of the Certificates should look to the ability of the Town to pay Base Rentals pursuant to the Lease; such Base Rentals will provide funds for payment of principal and interest on the Certificates. The Town is not obligated to pay Base Rentals or Additional Rentals under the Lease unless funds are budgeted and appropriated for such rentals by the Town each year. If, by the last date of each Fiscal Year, the Town does not specifically budget and appropriate amounts sufficient to pay all Base Rentals due in the next Fiscal Year, and to pay such Additional Rentals as are estimated to become due in the next Fiscal Year, an "Event of Nonappropriation" occurs. If an Event of Nonappropriation occurs, the Town is deemed to have terminated its obligations under the Lease, and the Town will not be obligated to make payment of the Base Rentals or Additional Rentals which accrue after the last day of the fiscal year during which such Event of Nonappropriation occurs (except for any period for which the Town continues to retain possession of the Leased Property).

Various political, legal and economic factors could lead to the nonappropriation of sufficient funds to make the payments under the Lease, and prospective investors should carefully consider any factors which may influence the budgetary process. There is no assurance that the Council will appropriate sufficient funds to renew the Lease each year and the Town has no obligation to do so. In addition, the ability of the Town to maintain adequate revenues for its operations and obligations in general (including obligations associated with the Lease) is dependent upon several factors outside the Town's control, such as the general economy, collections of Sales and Use Tax and changes in law. See "LEGAL MATTERS--Certain Constitutional Limitations," "SECURITY FOR THE CERTIFICATES," and "TOWN FINANCIAL INFORMATION."

The obligation of the Town to pay Base Rentals and Additional Rentals is limited to those Town funds that are specifically budgeted and appropriated annually by the Council for such purpose. The Lease directs the officer of the Town charged at any time with the responsibility of formulating budget proposals with respect to the Leased Property to include, in the annual budget proposals submitted to the Council, items for all payments required under the Lease for the ensuing Fiscal Year, until such time (if any) as the Town determines not to renew the Lease. The Lease provides that it is the intention of the Town that any decision not to renew the Lease is to be made solely by the Council and not by any other official or employee of the Town.

Effect of a Termination of the Lease Term

In the event of termination of the Town's obligations under the Lease upon the occurrence of an Event of Nonappropriation or an Event of Lease Default, the Town is required to vacate and surrender the Leased Property by March 1 of any Renewal Term in respect of which an Event of Nonappropriation or an Event of Lease Default has occurred. If an Event of Lease Default

shall have occurred and remain uncured, the Trustee may take any of the following actions: (i) terminate the Lease Term and give notice to the Town to vacate and surrender possession of the Leased Property which vacation and surrender the Town agrees under the Lease to complete within sixty (60) days from the date of such notice (in the event the Town does not vacate and surrender possession on the termination date, the "holdover tenant" provisions of the Lease shall apply); (ii) lease or sublease the Leased Property or sell or assign any interest the Trustee has in the Leased Property, including the Trustee's leasehold interest in the Leased Property pursuant to the Site Lease; (iii) recover from the Town (a) the portion of Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable under the Lease, during any period in which the Town continues to occupy, use or possess the Leased Property; and (b) Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable by the Town under the Lease during the remainder, after the Town vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Lease Default occurs; or (iv) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Site Lease, the Lease and the Indenture.

A potential purchaser of the Certificates should not assume that the amount of money received by the Trustee upon the exercise of its rights under the Site Lease, the Lease and the Indenture after a termination of the Lease Term will be sufficient to pay the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon. This may be due to the inability to recover certain of the costs incurred in connection with the issuance of the Certificates. The SDC is expected to initially have valuation at least equal to the amount of the 2025 Certificates; however, that value could be lower than that amount for various reasons and the value can decline over time. No current valuation of the land comprising the Leased Property is available and no appraisals of the Leased Property have been completed.

There is no guarantee that the Trustee will be able to sublease the Leased Property or otherwise sell or dispose of its leasehold interest in the Leased Property in an amount equal to the amount of the outstanding Certificates.

IF THE CERTIFICATES (AND ANY ADDITIONAL CERTIFICATES) ARE REDEEMED SUBSEQUENT TO A TERMINATION OF THE LEASE TERM FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST THEREON, SUCH PARTIAL PAYMENT WILL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES PURSUANT TO THE INDENTURE; AND UPON SUCH A PARTIAL PAYMENT, NO OWNER OF ANY CERTIFICATE WILL HAVE ANY FURTHER CLAIMS FOR PAYMENT UPON THE TRUSTEE OR THE TOWN.

Factors that May Cause Insufficiency of Expected Revenues

Economic and Other Factors Beyond the Control of the Town. Although the Town is not obligated to pay Base Rentals and Additional Rentals from any particular revenue source, it is the current expectation of the Town that Base Rentals and Additional Rentals will be paid (to the extent funds are appropriated therefor each year) from revenues in the General Fund. See "CURRENT SOURCES OF AVAILABLE REVENUES."

Various circumstances and developments, most of which are beyond the control of the Town, may have an adverse effect on the future level of Sales and Use Tax revenues. Such circumstances may include, among others, adverse changes in national and local economic and financial conditions generally, reductions in the rates of employment and economic growth in the Town, the County, the State and the region, a decrease in rates of population growth and rates of residential and commercial development in the Town, the County, the State and the region and various other factors. See "CURRENT SOURCES OF AVAILABLE REVENUES--Finance Director's Summary of Material Trends in Town Sales and Use Tax Collections."

In addition, collections of the Sales and Use Tax revenues are subject to fluctuations in consumer spending. Such fluctuations cause Sales and Use Tax revenues to increase along with the increasing prices brought about by inflation, but also cause collections to be vulnerable to adverse economic conditions and reduced spending. Consequently, the rate of Sales and Use Tax collections can be expected to correspond generally to economic cycles. The Town has no control over general economic cycles and is unable to predict what general economic factors or cycles will occur while the Certificates remain outstanding.

Existing Obligations Payable from Legally Available Revenues; Additional Bonds. The Town has several obligations outstanding that are paid from Sales Tax revenues. See "CURRENT SOURCES OF AVAILABLE REVENUES--Existing Sales and Use Tax Agreements," and "DEBT STRUCTURE--Other Obligations" for a description of the obligations that are currently payable from legally available revenues in the General Fund.

In addition, in connection with various development projects, the Town has voluntarily granted sales tax credits (sometimes referred to as a "credit public improvement fee" or "Credit PIF") to assist in the financing of the development. Pursuant to the Credit PIF arrangement, the Town agrees to reduce the amount of sales tax it receives on transactions within the development area for a specified period of time. Those sales taxes are instead collected on behalf of special districts formed within the development area, which uses the revenues to finance public improvements within the area. The Credit PIF is applied only against taxable transactions generated within the development area. The Town has several of these agreements outstanding and intends to enter into future Credit PIF transactions. See "CURRENT SOURCES OF AVAILABLE REVENUES--Existing Sales and Use Tax Agreements,"

Further, the Town is authorized to issue bonds secured in whole or in part by its Sales and/or Use Tax after satisfying all legal conditions. Should the Town issue bonds secured by the Sales and/or Use Tax, debt service on those bonds will be paid prior to any Sales and/or Use Tax revenues being available to pay Base Rentals or Additional Rentals. The Town currently has bonds outstanding that are payable from the 1.35% Sales and Use Tax imposed for transportation purposes. The Town currently has no plans to issue bonds secured by its remaining 2.65% Sales Tax and/or Use Tax.

Factors that Could Impact Value of Property if Lease is Terminated

General. The Town will retain fee simple title to the Leased Property and the Trustee will have a leasehold interest in the Leased Property pursuant to the Site Lease. Upon the termination of the Lease due to an Event of Nonappropriation or an Event of Lease Default, the Trustee will have the right to use and possession of the Leased Property. However, a potential purchaser of the Certificates should not assume that it will be possible for the Trustee to sublease

the Leased Property or otherwise sell or dispose of its leasehold interest in the Leased Property, or any portion thereof, for an amount equal to the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon or that such subleasing or disposal can be accomplished in time to pay any installment of principal or interest on the Certificates when due.

Current Valuation. No current appraised valuation of the Leased Property is available. The SDC is expected to initially have a valuation at least equal to the amount of the 2025 Certificates; however, that value could be lower than that amount for various reasons and the value can decline over time. However, the Trustee is not able to sell the Site, the SDC or any associated improvements upon the occurrence of an Event of Lease Default or an Event of Nonappropriation and the insured value of the facility may not be indicative of amounts the Trustee may receive in exercising its remedies under the Lease. There is no assurance that the current level of value of the Leased Property will continue in the future and there is no guarantee that the Trustee will be able to sublease or otherwise sell or dispose of its leasehold interest in the Leased Property under the Site Lease in an amount equal to the amount of the outstanding Certificates.

Title Restrictions and Zoning. The Leased Property is subject to certain pre-existing title restrictions which may make the Leased Property less attractive to potential users if the Trustee must sublease or otherwise sell or dispose of its interest in the Leased Property. The title restrictions, which will be Permitted Encumbrances under the Lease, include: the reservation to the United States of water rights, ditches and reservoirs and the right of a proprietor of a vein or lode to extract ore; reservation of the rights of the Santa Fe railway company of mineral rights (but extraction of minerals cannot be exercised on the Leased Property itself and must be accomplished by wells, shafts, tunnels or other means on other property); any rights of third parties over the present and past creek bed, banks or waters of an unnamed creek; and street, drainage and utility easements.

Further, the Site is subject to present and future zoning requirements or other land use regulations imposed by the Town. The Site has been zoned as a Planned Development District (the Brickyard Planned Development District) that is vested by the Town as a site-specific development plan through March 1, 2045. The zoning of the Site could limit alternate uses of the Leased Property, which could make the Leased Property less attractive to potential users if the Trustee must sublease or otherwise sell or dispose of its leasehold interest in the Leased Property. Zoning and land use regulations in effect in the future may restrict the future uses of the Property. Should that occur, the Leased Property may have less value to third parties than the insured value would indicate. *There is no guarantee that the Trustee will be able to liquidate its interest in the Leased Property in an amount equal to the amount of the outstanding Certificates.*

Construction Risks

General. Construction of the Project will be financed in part with the net proceeds of the Certificates. There is no assurance that the Project can be completed with the available funds or within the budget anticipated by the Town. Any increases in the costs of the Project could result in the unwillingness of the Town to appropriate Base Rentals under the Lease or an inability to complete the Project, which would in turn impact the Trustee's ability to exercise its remedies under the Site Lease, the Lease or the Indenture.

Additionally, normal contingencies generally involved with the construction of any facility, such as natural disasters, labor difficulties, including the inability to attract a sufficient

workforce to work on the Project, unanticipated engineering or structural problems, soil issues, rockslides, environmental issues, difficulties in obtaining materials or sharp increases in the price of materials, a shortened construction season due to weather conditions, and economic conditions in general may cause delays resulting in increased costs.

Tariffs. The imposition of tariffs or the increase in existing tariffs could significantly increase the cost of imported goods, including steel or other materials required for construction of the Project, potentially leading to higher construction prices and increasing the risk that the Project cannot be completed within budget. The imposition of tariffs could also disrupt the global supply chain and require the Town to identify and use alternative supplies and/or suppliers, if any exist. In March 2025, the Trump administration imposed a 25% tariff on all steel and aluminum imports to the United States; in June 2025 that tariff was increased to 50% on imports from most nations. The administration has threatened additional tariffs on imported steel and aluminum imports from Canada in response to retaliatory tariffs imposed by Canada on American goods. The administration has also imposed tariffs on other imported goods from various countries; in some cases the tariffs have been announced and then reduced, canceled or delayed. It is impossible to predict what tariffs will be imposed by the United States or upon what goods and/or countries; however, investors should be aware that the costs of construction could increase significantly from those currently anticipated.

Limited Duration of Site Lease

The term of the Site Lease is 10 years longer than the term of the Certificates. Upon termination of the Lease for any reason (including the occurrence of an Event of Nonappropriation), the Trustee may assign its interest in the Site Lease and may foreclose through the courts on or sell, lease, sublease or otherwise liquidate or dispose of its interest in the Leased Property. The net proceeds received from those activities are to be applied to pay the Certificates. However, due to the limited term of the Site Lease, the Trustee may find it difficult or impossible to locate third parties that are interested in accepting an assignment of the Trustee's rights in the Leased Property. Further, the limited term of the Site Lease may make it difficult or impossible for the Trustee to collect revenues over the remaining term of the Site Lease that are sufficient to pay the Certificates.

Enforceability of Remedies; Liquidation Delays

Under the Lease and the Site Lease, the Trustee has the right to take possession of and dispose of the Trustee's leasehold interest in the Leased Property upon an Event of Nonappropriation or an Event of Lease Default and a termination of the Lease. However, the enforceability of the Lease is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, and the police powers of the Town, which may delay an action brought to enforce the remedy of the Trustee to take possession of the Leased Property or may delay repossession for an indefinite period, even though the Town may have terminated the Lease or be in default thereunder. As long as the Trustee is unable to take possession of the Leased Property or any other projects or property which may subsequently be approved in connection with the issuance of Additional Certificates, it will be unable to sublease or otherwise dispose of its leasehold interests in the Leased Property as permitted under the Site Lease and the Indenture or to redeem or pay the Certificates except from funds otherwise available to the Trustee under the Indenture. See "SECURITY FOR THE CERTIFICATES."

Effect of Termination on Exemption from Taxation and on Exemption from Registration

Special Counsel has specifically disclaimed any opinion as to the effect that termination of the Lease may have upon the treatment for federal or State income tax purposes of amounts received by the registered owners of the Certificates. There is no assurance that any amounts representing interest received by the registered owners of the Certificates after termination of the Lease as a consequence of an Event of Nonappropriation or an Event of Default will be excluded from gross income under federal or State laws. In view of past private letter rulings by the United States Department of Treasury, registered owners of the Certificates should not assume that payments allocable to interest received from the Certificates would be excluded from gross income for federal or State income tax purposes.

In the event of a termination of the Town's obligations under the Lease, there is no assurance that Owners of Certificates would be able to transfer their interests without compliance with federal securities laws.

Condemnation Risk

In the mid-1990's, the Town of Sheridan, Colorado ("Sheridan") exercised its eminent domain powers to acquire an administration building it previously had leased under an annually terminable lease purchase agreement. Sheridan sought to use its condemnation power to acquire the property at a fraction of the remaining lease payments (which would be paid to owners of certificates of participation in Sheridan's lease). Sheridan's condemnation suit was successful; however, Sheridan was unable to pay the court-determined amount representing the value of the property and eventually vacated the building in favor of the trustee. Sheridan eventually reached a settlement with the trustee and reacquired possession of the building from the trustee. Pursuant to this settlement, certificate holders reportedly received less than half of the amounts due them under the certificates. The Town considers the occurrence of a situation such as the one described above to be unlikely; however, there is no assurance that the Leased Property (or portions thereof) would not be condemned in the future.

Casualty Risk

If all, substantially all, or any portion of the Leased Property is damaged or destroyed by any casualty, there is no assurance that casualty insurance proceeds and other available monies of the Town will be sufficient either to repair or replace the damaged or destroyed property or to pay all the outstanding Certificates, if the Certificates are called for mandatory redemption as a result of such casualty. See "THE CERTIFICATES--Redemption Provisions." Although the Town believes its casualty insurance coverages are adequate, there is no assurance that such damage or destruction would not have a material adverse effect on the ability of the Town to make use of the Leased Property. Delays in the receipt of casualty insurance proceeds pertaining to the Leased Property or delays in the repair, restoration or replacement of property damaged or destroyed also could have an adverse effect upon the ability of the Town to make use of the Leased Property or upon its ability to make timely payment of rental payments under the Lease.

Insurance Risk

The Lease requires that the Town provide casualty, public liability and property damage insurance for the Leased Property in an amount equal to the amounts specified in the Lease. The Town may provide such insurance through commercial policies or, in its discretion,

through a qualified self-insurance pool. For a description of the insurance requirements related to the Leased Property (including requirements related to a qualified self-insurance pool), see Appendix B - Certain Definitions and Document Summaries--The Lease - Insurance. The Town currently maintains the insurance described in "THE TOWN--Insurance." There is no assurance that, in the event the Lease is terminated as a result of damage to or destruction of the Leased Property, moneys made available by reason of any such occurrence will be sufficient to redeem the Certificates at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date. See "THE CERTIFICATES--Redemption Provisions."

Future Changes in Laws

Various State laws and constitutional provisions apply to the imposition, collection, and expenditure of sales taxes and other revenues, and the operation of the Town. There is no assurance that there will not be any change in, interpretation of, or addition to the applicable laws, provisions, and regulations which would have a material effect, directly or indirectly, on the affairs of the Town and the imposition, collection, and expenditure of its revenues. Such changes could include, but are not limited to, future restrictions on real estate development and growth in the Town and State law changes in the items subject to sales taxes or exemptions therefrom.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and actual results. Those differences could be material and could impact the availability of Revenues available to pay Base Rentals and Additional Rentals under the Lease.

Secondary Market

No assurance can be given concerning the future existence of a secondary market for the Certificates or its maintenance by the Underwriter or others, and prospective purchasers of the Certificates should therefore be prepared, if necessary, to hold their Certificates to maturity.

SOURCES AND USES OF FUNDS

Sources and Uses of Proceeds

The Town expects to apply the proceeds of the Certificates as shown in the following table.

Sources and Uses of Proceeds

	Amount
Sources of Funds	
Par amount of the Certificates	$72,550,000
Plus: net original issue premium	3,020,473
Total:	$75,570,473
Uses of Proceeds	
The Project	$75,000,000
Costs of issuance (including Underwriter's discount)	570,473
Total:	$75,570,473

Source: The Underwriter.

The Project

General. The Town has been in negotiations with CD-Acme, LLC (the "Developer"), regarding the redevelopment of the former site of the Acme Brick Company at 401 Prairie Hawk Drive (the "Property") in the Town. The Developer is proposing a mixed-use development, with a maximum of 583 multi-family dwelling units consisting of townhomes and apartments, 92,000 square feet of non-residential uses including office, retail, and restaurant, a 99,000-square foot, 125 room hotel with a conference center and an outdoor performance venue (the "Brickyard").

The Project will be located in the Brickyard development. The SDC is planned as a 145,177-square foot recreation center and related improvements located on the Site. The Developer will construct the SDC on behalf of the Town as part of the overall construction contract for the Brickyard, but the Town will be responsible for the payment of the costs of the SDC.

The Town will provide the net proceeds of the Certificates to the Developer to finance the costs of the SDC. In addition, the Town will advance approximately $7.9 million for parking and infrastructure improvements on the property; this amount is expected to be repaid by the Developer over time.

The Rec Center Agreement. The Town expects to enter into a Rec Center Agreement with the Developer prior to the closing on the Certificates (the "Rec Center Agreement"), to describe the dedication and conveyance of the Site to the Town and to provide for the Developer's construction of the SDC on behalf of the Town. The Developer is expected to enter into a Guaranteed Maximum Price contract (the "GMP") with Saunders Construction (the "Contractor") for the entire Brickyard development, including the SDC. Pursuant to the Rec Center Agreement, the Developer agrees to SDC construction to be completed no later than 25 months from the commencement of construction, if it is commercially reasonable to do so.

The final construction budget for the SDC (which will be included in the GMP contract) is required to contain line-item detail customary for construction projects of the size and complexity of the Project. Once approved, changes to the construction budget (including increases in the Contract Sum) will require the mutual agreement of the Town and Developer. The construction budget will include a time and monetary contingency for amounts in excess of the Contract Sum, in a total amount to be agreed between Developer and the Town, each acting reasonably. Any funds remaining following completion will be released to the Town. The Rec Center Agreement authorizes the Developer to make changes to the approved construction budget (including reallocating individual budgeted line items) so long as such changes do not increase the overall Construction Costs and do not materially impair or degrade the quality of the construction materials used for the Rec Center or significantly modify any program elements of the Rec Center.

The Rec Center Agreement has not yet been finalized or executed; it is possible that changes to that document will occur. Further, there is no guarantee that the SDC can be completed within the budget assigned to it in the GMP. See "CERTAIN RISK FACTORS--Construction Risks." If the SDC cannot be completed within budget, the Town may be required to downsize the Project or provide additional funding to the Project.

The Brickyard Public Finance Agreement. The Town expects to enter into a Public Finance Agreement (the "Brickyard Agreement") among the Town, the Developer, Brickyard Metropolitan District No. 1 (the "Brickyard District"), and the Castle Rock Urban Renewal Authority (the "URA") to provide for the financing of improvements within the Brickyard Development. Pursuant to the Brickyard Agreement, the Brickyard District agrees to finance the costs of various public improvements to serve the Brickyard Development and the Developer agrees to the imposition of a 2.4% Credit PIF and an additional 2% public improvement fee (the "Add-on PIF"). The proceeds of both PIFs is to be assigned to the Brickyard District for payment of debt service on its bonds issued to finance the public improvements. The Brickyard Development is included in a URA plan area formed in May 2025. The URA agrees to assign its property tax increment revenues to the Brickyard District for the payment of debt service on its bonds.

Pursuant to the Brickyard Agreement, the Town agrees to amend the Sales and Use Tax Ordinance to provide for the Credit PIF. It also agrees to provide a Sales Tax Credit to the Developer in an amount equal to the 2.4% Credit PIF up to a maximum of $36 million, but only to the extent the 2.4% Credit PIF is imposed and collected. The Brickyard Agreement requires that the Developer open a hotel on or before December 31, 2032; if that does not occur, the Sales Tax Credit will be suspended. The Town's obligations under the Brickyard Agreement are subject to annual appropriation.

THE CERTIFICATES

General

The Certificates are issuable as fully registered certificates and initially will be registered in the name of "Cede & Co.," as nominee for DTC, the securities depository for the Certificates. Purchases by Beneficial Owners of the Certificates are to be made in book-entry only form. Payments to Beneficial Owners are to be made as described in "Book-Entry Only System" below. The Certificates are dated the date of their execution and delivery and will mature on the dates and in the amounts and bear interest at the rates set forth on the inside cover page of this Official Statement.

Payment Provisions

Except for any Certificates for which DTC is acting as Depository or for an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account located in the United States designated by the Certificate Owner in written instructions to the Trustee.

Interest (based on a 360-day year consisting of twelve 30-day months) shall be paid to the Owner of each Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the 15th day of the calendar month immediately preceding the Interest Payment Date, whether or not that day is a Business Day (the "Regular Record Date"), irrespective of any transfer of ownership of Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such purpose, irrespective of any transfer of ownership of Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by electronic means or first class mail postage prepaid at least ten (10) days prior to the special record date, to the Owner of each Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice.

Notwithstanding the foregoing, payments of the principal of and interest on the 2025 Certificates will be made directly to DTC or its nominee, Cede & Co., by the Trustee, so long as DTC or Cede & Co. is the registered owner (the "Owner") of the Certificates. Disbursement of such payments to DTC's Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of DTC's Participants and the Indirect Participants, as more fully described herein. See "Book-Entry Only System" below.

Redemption Provisions

Optional Redemption. The Certificates maturing on or prior to December 1, 2035, are not subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after December 1, 2036, are subject to redemption prior to their respective

maturities, at the option of the Town, in whole or in part, in integral multiples of $5,000, and if in part in such order of maturities as the Town shall determine and by lot within a maturity, on December 1, 2035, or on any date thereafter at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date, without a premium.

Mandatory Sinking Fund Redemption. The Certificates maturing on December 1, 2049 ("Term Certificates"), are subject to mandatory sinking fund redemption at a price equal to the principal amount redeemed plus accrued interest thereon to the redemption date. Term Certificates are to be selected by lot in such manner as the Town shall determine (giving proportionate weight to Certificates in denominations larger than $5,000).

As a sinking fund for the redemption of the Term Certificates maturing December 1, 2049, the Town shall deposit in the Base Rentals Funds moneys which are sufficient to redeem (after any credits as described below) the following principal amounts of the Term Certificates maturing December 1, 2049:

Redemption Date (December 1)	Principal Amount
2046	$4,820,000
2047	5,060,000
2048	5,310,000
2049 (maturity)	5,580,000

On or before the 30th day prior to each sinking fund payment date, the Trustee shall proceed to call the Term Certificates indicated above (or any Term Certificate or Certificates issued to replace such Term Certificates) for redemption from the sinking fund on the next December 1, as the case may be, and give notice of such call without other instruction or notice from the Town. The amount of each sinking fund installment may be reduced by the principal amount of any Term Certificates of the maturity and interest rate which are subject to sinking fund redemption on such date and which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) or otherwise canceled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the Town.

Extraordinary Mandatory Redemption. If the Lease is terminated by reason of the occurrence of (a) an Event of Nonappropriation, (b) an Event of Lease Default, or (c) (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty, or (2) title to, or the temporary or permanent use of, the Leased Property has been taken by eminent domain by any governmental body or (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent or (4) title to or the use of all or any part of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, shall be insufficient to pay in full, the cost of repairing or replacing the Leased Property, and the Town does not appropriate sufficient funds for such purpose or cause the Lease to be amended so that Additional Certificates may be executed and delivered pursuant to the Indenture for such purpose, then all Outstanding Certificates are required to be called for redemption, except as described below. If called for redemption, the Outstanding Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount

thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under the Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates Outstanding, and upon indemnification as to costs and expenses as provided in the Indenture, without any further demand or notice, shall, exercise all or any combination of Lease Remedies as provided in the Lease and the Outstanding Certificates are to be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys shall be allocated proportionately among the Outstanding Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys shall be paid to the Town as an overpayment of the Purchase Option Price. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys.

IF THE CERTIFICATES (INCLUDING ANY ADDITIONAL CERTIFICATES) ARE REDEEMED FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT IS DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES, SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE TOWN.

Notwithstanding the foregoing or any other provisions to the contrary in the Lease or the Indenture, if the Net Proceeds resulting from the exercise of such Lease Remedies are insufficient to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Outstanding Certificates, and upon indemnification as provided in the Indenture, shall determine that the Certificates shall not be subject to extraordinary mandatory redemption as described above, in which event the Trustee will not apply any Net Proceeds or other available moneys to the redemption of any Outstanding Certificates prior to their respective maturity dates. In such event, the Trustee shall (a) allocate such Net Proceeds (together with any other available moneys held under this Indenture), proportionately among all Outstanding Certificates, and (b) apply such allocation of Net Proceeds to the payment of the principal of and interest on the Outstanding Certificates on the regularly scheduled maturity and Interest Payment Dates of the Certificates...

Notice of Redemption. Whenever Certificates are to be redeemed, the Trustee is required to, not less than thirty (30) and not more than sixty (60) days prior to the redemption date (except for Extraordinary Mandatory Redemption notice which is required to be immediate), give notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid, or in the event that the Certificates to be redeemed are registered in the name of the Depository, such notice may, in the alternative, be given by electronic means in accordance with the requirements of the Depository. In addition, the Trustee shall at all reasonable times make available to the Town and any Certificate Owner, including the Depository, if applicable, information as to Certificates which have been redeemed or called for redemption. Any notice of redemption is to (1) identify the Certificates to be redeemed, (2) specify the redemption date and the redemption price, (3) in the event of optional redemption, state that the Town has given notice of its intent to exercise its option to purchase the Trustee's leasehold interest or prepay Base Rentals under the Lease, (4) state that such redemption is subject to the deposit of the funds related to such option by the Town on or before the stated redemption date and (5) state that on the redemption date the Certificates called for redemption will be payable at the corporate trust office of the Trustee and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificates Owners, provided that any such notice is required to state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the Indenture.

Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Certificates so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Certificates called for redemption in the same manner as the original redemption notice was given.

Tax Covenants

In the Lease, the Town covenants for the benefit of the Owners of the Certificates that it will not take any action or omit to take any action with respect to the Certificates, the proceeds thereof, any other funds of the Town, or any facilities financed or refinanced with the proceeds of the Certificates (except for the possible exercise of the Town's right to terminate this Lease as provided herein) if such action or omission (i) would cause the interest on the Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Certificates to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Certificates to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the Town's right to terminate the Lease as provided therein, the covenant described above shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Certificates, until the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code and Colorado law have been met.

In addition, the Town covenants that its direction of investments pursuant to Article 5 of the Indenture shall be in compliance with the procedures established by the Tax Certificate to the extent required to comply with its covenants contained in the foregoing provisions of this Section. The Town hereby agrees that, to the extent necessary, it will, during the Lease Term, pay to the Trustee such sums as are required for the Trustee to pay the amounts due and owing to the United States Treasury as rebate payments. Any such payment shall be accompanied by directions to the Trustee to pay such amounts to the United States Treasury. Any payment of Town moneys pursuant to the foregoing sentence shall be Additional Rentals for all purposes of this Lease.

Book-Entry Only System

The Certificates will be available only in book-entry form in the principal amount of $5,000 or any integral multiples thereof. DTC will act as the initial securities depository for the Certificates. The ownership of one fully registered Certificate for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. See Appendix C--Book-Entry Only System.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE CERTIFICATES, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE CERTIFICATES WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

Neither the Town nor the Trustee will have any responsibility or obligation to DTC's Participants or Indirect Participants, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the DTC Participants, the Indirect Participants or the beneficial owners of the Certificates as further described in Appendix C to this Official Statement.

BASE RENTALS SCHEDULE

The following table sets forth the schedule of Base Rentals due pursuant to the Lease in each year, including the Principal Component and the Interest Component. See "CURRENT SOURCES OF AVAILABLE REVENUES--Existing Sales and Use Tax Agreements" and "DEBT STRUCTURE--Other Obligations" for a description of the obligations that are currently payable from legally available revenues of the Town.

Schedule of Base Rentals(1)(2)

Calendar Year	Principal Component	Interest Component	Total Base Rentals
2025	--	$ 1,172,349	$ 1,172,349
2026	--	3,669,963	3,669,963
2027	--	3,669,963	3,669,963
2028	--	3,669,963	3,669,963
2029	--	3,669,963	3,669,963
2030	$ 2,185,000	3,669,963	5,854,963
2031	2,295,000	3,560,713	5,855,713
2032	2,410,000	3,445,963	5,855,963
2033	2,530,000	3,325,463	5,855,463
2034	2,660,000	3,198,963	5,858,963
2035	2,790,000	3,065,963	5,855,963
2036	2,930,000	2,926,463	5,856,463
2037	3,075,000	2,779,963	5,854,963
2038	3,230,000	2,626,213	5,856,213
2039	3,390,000	2,464,713	5,854,713
2040	3,560,000	2,295,213	5,855,213
2041	3,740,000	2,117,213	5,857,213
2042	3,925,000	1,930,213	5,855,213
2043	4,130,000	1,724,150	5,854,150
2044	4,350,000	1,507,325	5,857,325
2045	4,580,000	1,278,950	5,858,950
2046	4,820,000	1,038,500	5,858,500
2047	5,060,000	797,500	5,857,500
2048	5,310,000	544,500	5,854,500
2049	5,580,000	279,000	5,859,000
Total	$72,550,000	$60,429,137	$132,979,137

(1) Totals may not add due to rounding.

(2) The Base Rentals are due semi-annually on May 15 and November 15 of each year that the Lease remains in effect. The Trustee will use the Base Rentals to pay the principal and interest due on the Certificates on June 1 and December 1 of each year.

Source: The Underwriter.

SECURITY FOR THE CERTIFICATES

General

Each Certificate evidences a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Lease and the Indenture. Under the Site Lease, the Leased Property has been leased by the Town to the Trustee, and under the Lease, the Leased Property has been leased by the Trustee back to the Town and the Town has agreed to pay directly to the Trustee, Base Rentals in consideration of the Town's right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon.

The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the Town. The execution and delivery of the Certificates does not directly or contingently obligate the Town to make any payments beyond those appropriated for the Town's then current Fiscal Year. As more fully described under the caption "CERTAIN RISK FACTORS," the Lease is subject to renewal on an annual basis at the option of the Town. The Lease Term and the schedule of payments of Base Rentals are designed to produce moneys sufficient to pay the Certificates and interest thereon when due (if the Town elects not to terminate the Lease prior to the end of the Lease Term).

The Certificates shall not constitute a mandatory charge or requirement of the Town in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the Town or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town, within the meaning of any constitutional, home rule charter or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the Town to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the Town's then current Fiscal Year. Base Rentals and Additional Rentals may be paid from any lawfully available Town monies appropriated for that purpose. See "TOWN FINANCIAL INFORMATION."

In the event of termination of the Town's obligations under the Lease upon the occurrence of an Event of Nonappropriation or an Event of Lease Default, the Town is required to vacate and surrender the Leased Property by March 1 of any Renewal Term in respect of which an Event of Nonappropriation or an Event of Lease Default has occurred. If an Event of Lease Default shall have occurred and remain uncured, the Trustee may take any of the following actions: (i) terminate the Lease Term and give notice to the Town to vacate and surrender possession of the Leased Property which vacation and surrender the Town agrees under the Lease to complete within sixty (60) days from the date of such notice; (ii) lease or sublease the Leased Property or sell or assign any interest the Trustee has in the Leased Property, including the Trustee's leasehold interest in the Leased Property; (iii) recover from the Town (a) the portion of Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable under the Lease, during any period in which the Town continues to occupy, use or possess the Leased Property; and (b) Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable by the Town under the Lease during the

remainder, after the Town vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Lease Default occurs; or (v) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Site Lease, the Lease and the Indenture. In the event the Town does not vacate and surrender possession on the termination date, the "holdover tenant" provisions of the Lease shall apply.

Additional Certificates

So long as no Event of Indenture Default, Event of Nonappropriation or Event of Lease Default has occurred and is continuing and the Lease Term is in effect, one or more series of Additional Certificates may be executed and delivered upon the terms and conditions set forth in the Indenture. The principal of any Additional Certificates shall mature on December 1 and the interest payment dates therefore shall be the same as the interest payment dates for the Certificates; otherwise the times and amounts of payment of Additional Certificates shall be as provided in the supplemental ordinance or indenture and amendment to the Lease entered into in connection therewith.

Additional Certificates may be executed and delivered without the consent of or notice to the Owners of Outstanding Certificates, to provide moneys to pay any one or more of the following:

(a) the costs of acquiring, constructing, improving, installing and equipping any capital improvements or capital projects of the Town, or any New Facility, or of acquiring real property for Town use or a site for any capital projects or New Facility (and costs reasonably related thereto);

(b) the costs of completing the Project or making, at any time or from time to time, such substitutions, additions, modifications and improvements for or to the Leased Property as the Town may deem necessary or desirable, and as in accordance with the provisions of the Lease; or

(c) for the purpose of refunding or refinancing all or any portion of Outstanding Certificates or Additional Certificates.

Each of the Additional Certificates issued pursuant to the Indenture will evidence a proportionate interest in the rights to receive Revenues under the Indenture and shall be ratably secured with all Outstanding Certificates and in respect of all Revenues, and shall be ranked *pari passu* with such Outstanding Certificates and with Additional Certificates that may be executed and delivered in the future, if any.

For additional information on the issuance of Additional Certificates, see Appendix B - Certain Definitions and Document Summaries - Additional Certificates.

CURRENT SOURCES OF AVAILABLE REVENUE

General

Although no particular funds or sources of revenue are pledged to make payments under the Lease, the Town currently intends to budget, appropriate and pay the Base Rentals (and Additional Rentals, if any) allocable to the Certificates from the General Fund. Notwithstanding the foregoing, such Base Rentals and Additional Rentals may be budgeted, appropriated and paid from any of the Town's available funds in the future.

The Town's overall financial operations, budgeting process and information and historical General Fund financial statement comparisons are discussed in "TOWN FINANCIAL INFORMATION."

Major Sources of General Fund Revenues

Sales and Use Tax. The Town imposes the Sales and Use Tax at a rate of 4.2%. The revenues derived from the Sales and Use Tax imposed at a rate of 1.35% is limited to transportation uses and pledged to the payment of certain outstanding Town bonds, and the revenues derived from the Sales and Use Tax imposed at a rate of 0.2% are limited to public safety uses. The revenues from the remaining 2.65% Sales and Use Tax constitute legally available revenues, subject to certain existing commitments described herein.

The Town also receives sales and use tax revenue from the County shareback, which is discussed in more detail in "Existing Sales and Use Tax Agreements" below. However, the County shareback can only be used for transportation purposes and does not constitute legally available revenues.

Sales Tax revenues comprise the majority of the Town's General Fund revenues, accounting for approximately 61.6% of General Fund revenues in fiscal year 2024; Use Tax (including building materials use tax and motor vehicle use tax) comprised another 1.6% of General Fund revenues in 2024. The Sales and Use Tax is described in more detail below.

Other General Fund Revenues. General fund revenues also include a 6% lodging tax that is collected in addition to the existing 4.2% Sales and Use Tax. Revenues from the lodging tax must be expended solely for parks and recreation purposes.

Other sources of revenue in the General Fund include: property taxes; other taxes; license and permit revenues; intergovernmental revenues; charges for services; management fees; fines and forfeits; investment income; contributions; management fees for services provided to enterprise funds; and miscellaneous other income.

Collection and Enforcement of the Town Sales and Use Tax

The following discussion includes information with respect to the imposition, collection and administration of the Town's Sales Tax.

Authority for Imposition of Sales Tax. The Sales and Use Tax, which became effective on January 1, 1977, was initially imposed pursuant to State law. The Town adopted its Charter in 1987 and the Sales and Use Tax is currently imposed pursuant to authority granted by

the Charter. The Charter provides that the Town may levy and collect taxes, including sales and use taxes, for municipal purposes. No increase in the Town's Sales and Use Tax, or extension of the period for which a temporary rate increase is effective, may take effect until approved by a majority of the Town's registered electors voting thereon.

The Town's Sales and Use Tax was levied at the rate of 1.0% from 1977 through December 31, 1986 and at the rate of 2.0% from January 1, 1987 to June 30, 1988. From July 1, 1988, to December 31, 1989, the Sales and Use Tax was levied at the rate of 3% and as of January 1, 1990, the rate was increased to 4%. Due to the expiration of the Town's authority to levy a portion of its Sales and Use Tax, the Sales and Use Tax rate was reduced to 3.25% for the period from January 1, 1991, to December 31, 1994, and thereafter was increased to 4.0%. For the period from January 1, 1996, through December 31, 2010, the Town reduced its Sales and Use Tax rate by 0.4% pursuant to a prior County shareback agreement; however, the Town increased the rate to 4.0% effective January 1, 2011, upon expiration of that agreement. Effective January 1, 2025, the rate increased to 4.2% following voter approval of an additional 0.2% to be used for public safety purposes. The initial imposition of the Sales and Use Tax and the subsequent increases were approved by the Town's electors.

The Town's Use Tax is comprised of a use tax on vehicles (the "Vehicle Use Tax") and a use tax on building materials the "Building Use Tax."

Required Allocations of Sales and Use Tax Revenue. The Code currently requires the Town to deposit various portions of the Sales and Use Tax into specified funds according to the appropriation set annually by the Town Council. The appropriation must be made in accordance with various voter approvals for sales and use tax distribution, including amounts to be used for transportation purposes and recreation purposes. In addition to the amounts described below, all of the revenues from the County shareback are to be deposited into the Transportation Fund.

As of January 1, 2025, the required deposits are as follows (each number is expressed in cents). However, as described above, the allocation of the Town's Sales and Use Taxes may be changed each year by the Town Council.

Fund	Sales Tax	Vehicle Use Tax	Residential Building Use Tax	Commercial Building Use Tax
General	3.00	2.44	--	--
Transportation	0.80	1.32	1.45	--
Transportation Capital Projects	--	--	1.31	--
Community Center	0.20	0.24	0.22	--
Economic Development	--	--	--	--
General Long-Term Planning	--	--	1.02	4.00
Public Safety	0.20	0.20	0.20	0.20

Notwithstanding the foregoing, the Code specifically states that the payment of any bonds and the deposits required in connection with such bonds shall occur prior to the deposits discussed above. The payment of Base Rentals under the Lease *does not* enjoy the protection described in the prior sentence.

Overlapping Sales Taxes. The total sales and use tax currently in effect within the majority of the Town's boundaries is 8.1%, comprised of the Town Sales and Use Tax of 4.2%, the State's 2.9% sales and use tax, and the County's 1.0% sales and use tax.

Sales Tax. Pursuant to Chapter 3.04 of the Town's Municipal Code (the "Sales and Use Tax Ordinance"), with certain exceptions discussed in the next paragraph, the Sales Tax is imposed upon all sales and purchases of tangible personal property at retail or the furnishing of services within the corporate limits of the Town.

In accordance with the Sales Tax Ordinance, the Sales Tax is collected and paid on the purchase price paid or charged upon all sales and purchases of tangible property at retail and on specific services. Taxable transactions generally include sales and exchanges of property as well as the sale of tangible personal property (including vehicles) for money. Specific services subject to the Sales Tax include but are not limited to: all tangible personal property, including food for home consumption, software programs, and digital products, that is sold, leased or rented, whether or not such property has been included in a previous taxable transaction, unless specifically exempt; telecommunications service, except carrier access services and except as otherwise provided in the Sales and Use Tax Ordinance for mobile telecommunications service, for all intrastate telecommunications service originating from or received on telecommunication equipment in the Town, if the charge for the service is billed to an apparatus, telephone or account in this Town, to a customer location in this Town, or to a person residing in this Town without regard to where the bill for such service is actually received, subject to the terms of the Sales and Use Tax Ordinance; gas, electricity and steam furnished for domestic and commercial consumption; television and entertainment services, including charges for service, installation, connection, or any similar charge; services of an operator when furnished with the lease or rental of tangible personal property, if such services are not separately stated; and rentals of storage space that is not subject to taxation as real property within the Town, except for rentals of storage space in conjunction with the lease of an area at which a business is conducted.

The Sales and Use Tax Ordinance also provides that certain transactions are exempt from taxation. These include, but are not limited to: sales to the United States government and to the State, its departments and institutions, and the political subdivisions of the State in their governmental capacities; sales to charitable organizations in the conduct of their charitable functions and activities; sales which the Town is prohibited from taxing under the Constitution or laws of the United States or the State; sales of cigarettes; sales of prescription drugs, prosthetic devices, wheelchairs, hospital beds, corrective eyewear, hearing aids and certain physician-recommended therapeutic devices and appliances; sales of commodities and services to the occupants of certain accommodations; sales to nonprofit schools; sales of trailers and trucks manufactured in the State but sold for use outside the State; sales of construction and building materials to a common carrier by rail for use in construction and maintenance of its railroad tracks; sales of special fuel for farm vehicles; sales of certain articles to retailers or vendors of food, meals or beverages, including straws, napkins, bags and other containers, if a separate charge is not made to the consumer thereof and a tax is paid on such food, meal or beverage; sales of certain poultry and livestock, feed therefor and straw and other bedding for use in the care thereof; seeds and orchard trees; and 48% of the purchase price of factory-built housing. Reference is made to Section 3.04.090 of the Sales and Use Tax Ordinance for a more complete listing of exemptions from the Sales Tax. In addition, pursuant to the Code, purchases of machinery and machine tools and occasional sales by charitable organizations are specifically exempted from taxation. Sales of property on which a specific ownership tax has been paid (or is payable) also are exempt pursuant

to the Code if the purchaser is a non-resident or has its place of business outside the Town and the personal property purchased is registered or required to be registered outside the limits of the Town pursuant to State law.

Use Tax. The Town's Use Tax is collected for the privilege of storing, using or consuming in the Town any construction and building materials and motor or other vehicles on which registration is required, purchased at retail.

Transactions which are exempt from the imposition of the Use Tax include the storage, use or consumption of: (a) any tangible personal property the sale of which is subject to the retail sales tax imposed by the Town; (b) any tangible personal property purchased for resale in the Town, either in its original form or as an ingredient of a manufactured or compounded product, in the regular course of a business; (c) any tangible personal property brought into the Town by a nonresident thereof for his own storage, use or consumption while temporarily within the Town; (d) tangible personal property by the United States government, or the State of Colorado, or its institutions, or its political subdivisions in their governmental capacities only, or by religious or charitable corporations in the conduct of their regular religious or charitable functions; (e) tangible personal property by a person engaged in the business of manufacturing or compounding for sale, profit or use, any article, substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label or the furnished shipping case thereof; (f) any article of tangible personal property, the sale or use of which has already been subject to a sales or use tax of another county, city or Town equal to or in excess of that imposed by the Town; (g) tangible personal property and household effects acquired outside the Town and brought into it by a nonresident acquiring residency; (h) a motor vehicle if the owner is or was, at the time of purchase, a nonresident of the Town, and he or she purchased the vehicle outside of the Town, for use outside the Town and actually so used it for a substantial and primary purpose for which it was acquired and he or she registered, titled and licensed the motor vehicle outside the Town. See Section 3.04.200 of the Sales and Use Tax Ordinance for further details on exemptions from the Use Tax.

Collection of the Town Sales and Use Tax

General. Collection of the Town Sales and Use Tax is administered by the Town's Finance Director pursuant to the provisions of the Sales and Use Tax Ordinance. Any retailer engaged in the business of selling at retail must first obtain a Town license. The Town's Finance Director states that the Town currently has 8,085 active sales and use tax licenses.

Collection of Sales Tax. Each individual vendor in the Town is liable for the amount of tax due on all taxable sales made by him. Before the 20th day of each month, each vendor must file a return with the Town for the preceding month and remit an amount equivalent to 4.2% of all sales made by him of commodities or services as defined in the Sales and Use Tax Ordinance, less an amount equal to 3.33% of such tax (not to exceed $200 per month) to cover the retailers' expense in the collection and remittance of the tax. If a vendor is delinquent in remitting the tax the vendor will not be allowed to retain any amounts to cover his expenses.

Collection of Use Tax. Use Tax is collected from two major sources: (1) purchases of construction materials and (2) purchases of motor vehicles. Any person purchasing an automobile outside the Town limits must pay the Use Tax prior to registering or licensing the

vehicle. As a practical matter, the County will not license vehicles without the payment of Use Tax, which is then transmitted to the Town. With respect to construction materials, the Sales and Use Tax Ordinance requires that Use Tax in an amount equal to 50% of the construction valuation be paid to the Town upon the issuance of a building permit.

Enforcement and Collection. The Town enforces the collection of the Town Sales and Use Tax through an audit program by which the Town may hold investigations and hearings and may examine any books relevant to the collection of the tax. Interest on insufficient or delinquent returns is imposed at a rate of 1.5% per month. Failure to file a required return results in a $10 non-filer charge for each required return. The failure to file a return or to pay the tax, or a deficiency in any payment, will cause an additional assessment to be levied upon the vendor. A penalty of 15% is added to any deficient amounts due which are caused by negligence or intentional disregard with knowledge thereof but without intent to defraud. A penalty of 100% of the deficiency is added to amounts due which are caused by fraud. Special penalties apply for repeat enforcement procedures.

To enforce the collection of the Town Sales and Use Tax, the Town employs a eight-member collection and auditing staff consisting of the Revenue Manager, a Revenue Supervisor, two Sales Tax Specialists, three Sales Tax Auditors and a Building Use Tax Auditor. A business is chosen for a sales tax audit due to an error in filing, inconsistent tax remittance, auditor investigation and invoices or receipts received from taxpayers. Companies to audit are also identified through "reverse audits," which means that an auditor finds incorrectly billed invoices or receipts in an audit and those invoices are used to begin an audit on a different company. Audits are not chosen at random.

Once a company has been chosen for audit, an audit engagement letter is sent to the company. From there, after the first contact is made, an audit conformation letter is sent out detailing the phone conversation and what was agreed to, such as the audit period, sample dates, and where to perform the audit. The agreed-upon tax records are then examined and any questions concerning the audit are answered. Once any disputes are settled, a written report detailing what was reviewed and determined is sent to the taxpayer and the audit payment amount and due date are set.

Audits can be performed on a company every three years as stated in the Town ordinances. After an audit has been completed, the auditor will review future returns to see if the changes have been made. If changes are not made, the company will most likely be contacted for another audit when feasible.

Penalties for Failure to Pay Sales and Use Tax. If any person neglects or refuses to make a return or pay taxes as required by the Town, the Town makes an estimate of the amount of taxes due and adds the applicable penalties and interest. The Town gives the delinquent taxpayer written notice of such estimated taxes, penalty, and interest, in person or by mail. Such estimate thereupon becomes an assessment, and such assessment is final and due and payable 15 days from the date of service or mailing. However, within the 15-day period said delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment. If the vendor is dissatisfied with the Finance Director's decision, the taxpayer may petition the courts for a review of the decision.

The imposition of the Town's Sales and Use Tax creates a first and prior lien on (i) the goods and business fixtures of or used by any retailer under lease, title, retaining contract, or other contract arrangement, excepting stock of goods sold or for resale in the ordinary course of business, and (ii) the real and personal property owned or leased by any such taxpayer, including personal property affixed to real property, and takes precedence on all such property over other liens or claims of whatever kind or nature.

Remedies. If there is any violation of the Sales and Use Tax Ordinance, the Town may file a complaint and summons to appear in municipal court; violations are punishable by a fine or imprisonment or both. In addition, at any time when taxes due are unpaid, the Town may issue a warrant directed to any duly authorized revenue collector or to any sheriff of any county in the state commanding him to levy upon, seize, and sell sufficient of the real and personal property of the delinquent taxpayer found within such county for the payment of the amount due, together with interest, penalties and costs, subject to valid pre-existing claims or liens. Any lien for such taxes, upon payment of all taxes, penalties, and interest covered thereby, is released in the same manner as mortgages or judgments.

With the exception of cases of failure to file a return or cases of a false or fraudulent return with intent to evade the tax, the assessment and collection of the Town Sales and Use Tax (and the filing of a lien pursuant to the Sales and Use Tax Ordinance) is subject to a limitation period of three years after the date on which the tax was or is payable, as more specifically set forth in the Sales and Use Tax Ordinance.

Sales and Use Tax Collection Data

Historical Sales and Use Tax Revenue Collection. The Town generally receives Sales Tax revenues in the month after the underlying sale is made. However, the State collects the County's sales taxes. Because of the administrative time lag involved in collecting and recording the remittances of individual vendors, the County receives monthly distributions approximately two months after the revenues are generated and then forwards them to the Town. The Town collects its own Building Material Use Tax and also collects the County shareback Use Tax on behalf of the County (and retains it); as a result, there is no delay in the receipt of Building Material Use Tax revenues. The County collects the Motor Vehicle Use Tax for itself and on behalf of the Town and as a result, there is a one-month lag between collection and the Town's receipt of the funds.

The following table sets forth the history of the Town's total Sales and Use Tax collections. These amounts include revenues that are pledged to outstanding sales tax bonds and County shareback amounts that are required to be used for transportation purposes as well as revenues that are limited to public safety purposes (beginning in 2025). Accordingly, not all of the revenues shown in this table are legally available to pay Base Rentals under the Lease.

Prior to 2025, the amounts in the table reflect collection of the entire Town Sales and Use Tax at a rate of 4.0% as well as amounts received from the County shareback (at a rate of 0.3%). Beginning in 2025, the table reflections collections of the Town's Sales and Use Tax at a rate of 4.2% See "CURRENT SOURCES OF AVAILABLE REVENUES-- History of Revenues, Expenditures and Changes in Fund Balances" for a depiction of the revenues deposited into the General Fund.

This history is presented on an accrual basis; accordingly, revenues are recorded in the month in which the underlying sale was made rather than in the month the revenue is collected from the taxpayer.

History of Sales and Use Tax Collections(1)

Year	Total Sales Tax Collections	Percent Change	Use Tax Collections	Percent Change	Total Sales and Use Tax Collections	Percent Change
2020	$55,995,893	--	$17,246,672	--	$73,242,565	--
2021	65,510,936	17.0%	22,142,307	23.4%	87,653,243	19.7%
2022	73,824,474	12.7	21,248,763	(4.0)	95,073,237	8.5
2023	74,652,989	1.1	17,382,570	(18.2)	92,035,559	(3.2)
2024	79,226,821	6.1	17,408,259	0.2	96,635,080	5.0
2025(1)(2)	36,148,157	--	6,907,569	--	43,055,726	--

(1) Reflects Sales and Use Tax at a rate of 4.0% and County shareback at a rate of 0.3% through 2024. Beginning in 2025, reflects Sales and Use Tax at a rate of 4.2%.
(2) Through May 31, 2025.

Source: The Town.

The following tables present a comparison between monthly Sales Tax receipts (including the County shareback) and monthly Use Tax receipts for the twelve-month periods ending April 30, 2025 and 2024. These tables are presented on an accrual basis; accordingly, revenues are accounted for in the month of the underlying sale rather than in the month the revenues are actually received by the Town.

As of April 30, 2025, the Town had experienced a 9.5% increase in Sales Tax revenues and a 2.6% reduction in Use Tax revenues as compared to the same twelve-month period for the previous year. See "Finance Director's Summary of Material Trends in Town Sales and Use Tax Collections," for further information regarding historical levels of Town Sales and Use Tax collections.

Comparison of Monthly Sales Tax Collections(1)

Month	Twelve-Month Period Ending April 30, 2025 Current Month	Twelve-Month Period Ending April 30, 2025 Year To Date	Twelve-Month Period Ending April 30, 2024 Current Month	Twelve-Month Period Ending April 30, 2024 Year To Date	Percent Change Current Month	Percent Change Cumulative
May	$6,355,247	$6,355,247	$5,984,858	$5,984,858	6.2%	6.2%
June	7,293,617	13,648,864	6,980,717	12,965,575	4.5	5.3
July	6,755,412	20,404,276	6,250,367	19,215,942	8.1	6.2
August	6,429,640	26,833,916	6,250,892	25,466,834	2.9	5.4
September	6,977,082	33,810,998	6,851,466	32,318,300	2.1	4.7
October	6,440,379	40,251,377	6,031,880	38,350,180	6.8	5.0
November	6,758,024	47,009,401	6,441,679	44,791,859	4.9	5.0
December	9,552,930	56,562,331	8,422,964	53,214,823	13.4	6.3
January	6,441,238	63,003,569	5,642,809	58,857,632	14.1	7.0
February	6,067,862	69,071,431	5,147,393	64,005,025	17.9	7.9
March	7,407,514	76,478,945	6,367,917	70,372,942	16.3	8.7
April	7,129,407	83,608,352	5,976,628	76,349,570	19.3	9.5

(1) Table presented on an accrual basis.
Source: The Town (Unaudited).

Comparison of Monthly Use Tax Collections(1)

Month	Twelve-Month Period Ending April 30, 2025 Current Month	Twelve-Month Period Ending April 30, 2025 Year To Date	Twelve-Month Period Ending April 30, 2024 Current Month	Twelve-Month Period Ending April 30, 2024 Year To Date	Percent Change Current Month	Percent Change Year To Date
May	$1,693,198	$1,693,198	$1,266,608	$1,266,608	33.7%	33.7%
June	1,259,001	2,952,199	1,352,521	2,619,129	(6.9)	12.7
July	1,609,289	4,561,487	1,561,031	4,180,160	3.1	9.1
August	1,390,618	5,952,105	1,550,873	5,731,033	(10.3)	3.9
September	1,441,042	7,363,147	1,484,629	7,215,662	(5.0)	2.0
October	1,604,591	8,967,738	1,651,343	8,867,005	(2.8)	1.1
November	1,135,822	10,103,560	1,695,459	10,562,463	(33.0)	(4.3)
December	1,437,150	11,540,710	1,552,932	12,115,395	(7.5)	(4.7)
January	1,698,479	13,239,189	1,271,050	13,386,444	33.6	(1.1)
February	1,576,051	14,815,240	2,000,096	15,386,540	(21.2)	(3.7)
March	1,135,591	15,950,831	1,305,543	16,692,083	(13.0)	(4.4)
April	1,561,662	17,512,493	1,290,861	17,982,944	21.0	(2.6)

(1) Table presented on an accrual basis.

Source: The Town (Unaudited).

Principal Sales Tax Generators

Because of the confidential nature of the gross sales of the entities remitting Town Sales Taxes, State law prohibits the release of information that would disclose the identities of the vendors. The Town expects that these vendors will remain as the largest Sales Tax generators in 2025.

Ten Largest Sales Tax Generators - 2024

Type of Business	2024 Sales Tax Collected	Percent of Total Sales Tax(1)
Grocery	$3,996,604	5.0%
General merchandise	3,919,520	4.9
General merchandise	3,713,171	4.6
General merchandise	3,265,701	4.1
Home Improvement Store	2,462,364	3.1
Utilities	2,229,631	2.8
Groceries	2,118,736	2.7
General merchandise	1,943,066	2.4
Home Improvement Store	1,564,558	2.0
Grocery	1,463,989	1.8
Total	$25,677,340	33.4%

(1) Based upon total Sales Tax collections of $79,618,545 in 2024.

Source: The Town.

During 2024, food and general merchandise stores as a category (not just the top generators) accounted for approximately 26.7% of total Sales Tax revenues. Miscellaneous retail accounted for 22.3% of total Sales Tax revenues, while hotels, restaurants and bars accounted for approximately 12.7% and Apparel and accessories accounted for 10.5% during that same period. No other category accounted for more than 10% of Sales Tax revenues during 2024.

Finance Director's Summary of Material Trends in Town Sales and Use Tax Collections

Sales Tax revenues for the Town have risen steadily over the last five years. Sales Tax revenues are closely tied to general economic conditions and in the Town they are also closely tied to growth. At this time, the Town is predicting average sales tax growth of approximately 3.7% per year over the next five years. The Town is a growing community, estimated to have roughly 87,000 residents as of the end of the first quarter of 2025. That puts the Town at about 57% of its currently projected maximum buildout population of 151,953. (Realistically, based on today's entitlements, it is estimated that the Town's population will grow to up to 120,000-140,000.) That estimate is generated by closely tracking what the Town refers to as "entitlements," or approved development rights. This illustrates the potential for growth in both sales and use tax revenues in the future.

Building Use Tax is also tied closely to growth in the Town along with economic conditions and can vary each year depending on the type of development submitted for permit. Single family permits remained strong at 1,060 and 1,169 for 2020 and 2021, respectively. However, the Town saw decreases in the permit numbers of 686, 400, and 371 for the years ended December 31, 2022, 2023 and 2024, respectively. This decrease is primarily attributed to the slowdown in the nationwide housing market due to weakened consumer confidence and inflated interest rates. The decrease in permit numbers combined with the varied valuation amounts, have significantly impacted revenue streams generated from development, such as impact fees and system development fees which are used to fund capital construction necessitated by development. The Town is currently anticipating an average of 535 new housing units (including single-family and multi-family) each year between now and 2030 and a modest level of additional commercial development of approximately 150,000 square feet per year.

Motor Vehicle Use Tax has continued to increase over the last five years as compared to the previous five years, however, during 2024 the Town realized a slight 2.5% decrease as compared to the 2023 actual. Year to date 2025 Motor Vehicle tax revenue is tracking slightly under the 2025 Amended Budget amount, by approximately 8%, but is expected to end the year approximately 2.5% higher than 2024. Motor vehicle tax revenue for 2026 is anticipated to be 3% higher than the 2025 current estimated amount. This budget prediction is generally based on recent trends, in addition to local, state and national economic factors.

Existing Sales and Use Tax Agreements

The County Sales Tax Shareback Agreement. The Town and the County entered into an Intergovernmental Agreement dated as of January 12, 2011 (the "County Shareback Agreement"), which succeeded a prior agreement with respect to the "shareback" of certain revenues derived by the County pursuant to its sales and use tax within certain portions of the Town. Pursuant to the County Shareback Agreement, the Town receives shareback revenues from the County in an amount equal to 30% of the County's 1% sales and use tax rate. Pursuant to the County Shareback Agreement, revenues derived from sales made or deliveries accepted within the Town boundaries as they existed on January 12, 2011, are subject to the shareback provisions. The Town may provide the County with changed boundaries upon the annexation of property into the Town. *Funds received from the County Shareback Agreement are not available to pay Base Rentals under the Lease.*

The County shareback revenues are not directly comparable to amounts the Town would receive from imposition of a sales and use tax at rates comparable to those embodied in the shareback agreement, primarily because the County, unlike the Town, does not impose its sales tax on food purchased for domestic consumption or on residential utilities. The County shareback may only be used for transportation purposes; the entire amount is deposited into the Town's Transportation Fund.

Other Rebate/Development Agreements. The Town currently has numerous agreements in place that agree to rebate certain amounts of existing Sales and/or Use Tax in connection with development agreements. Certain of these agreements are discussed below. The rebates or sharing arrangements are paid from the Sales Tax generated by the specific development. The Town's obligations under these agreements do not have a specific lien on any Sales and Use Tax revenues and are subject to annual appropriation.

Mercantile Agreement. The Town has entered into a Downtown Redevelopment Reimbursement agreement with the DDA and Mercantile Commons, LLC, ("Mercantile"), dated as of August 4, 2015 (the "Mercantile Agreement"). Pursuant to the Mercantile Agreement, the Town has agreed to (i) rebate to Mercantile at the certificate of occupancy all Use Tax paid by Mercantile in connection with the project, (ii) rebate 50% of the Sales Tax collected at the Mercantile project through December 1, 2032, or until a reimbursement cap of $1.3 million is reached, and (iii) reimburse 50% of the property tax increment through tax year 2032, payable in 2033, or until the reimbursement cap is reached. The Town's obligations under the Mercantile Agreement are subject to annual appropriation by the Town. To date, the Town has paid approximately $346,000 pursuant to the Mercantile Agreement. The Mercantile Agreement will terminate upon the earlier of either the date the rebate of $1.3 million is reached, December 1, 2032, or the property tax increment payment date for the tax year 2032.

Promenade Agreement. The Town entered into a Second Amended and Restated Public Finance Agreement, dated as of March 2, 2021 (the "Restated Promenade Agreement"), with a private developer (the "developer") and the Promenade at Castle Rock Metropolitan Districts No. 1, 2 and 3 (the "Promenade Districts"). The Restated Promenade Agreement replaced a 2015 public finance agreement, as amended. The developer plans to develop 900,000 square feet of commercial development and up to 350 multifamily residential units as well as related amenities and uses.

Pursuant to the Restated Promenade Agreement and a related Sales and Use Tax Ordinance amendment, the Town has agreed to grant a Sales Tax credit in the amount of 0.55% against the collection of taxable sales within the retail portion of the Promenade Development (the "Promenade PIF Property") to the extent that a public improvement fee of 0.55% (the "Promenade Credit PIF") has been collected on taxable sales occurring within the Promenade PIF Property. The revenues received from the Promenade Credit PIF are to be pledged by the Promenade Districts to the repayment of bonds issued by those districts. The Promenade Credit PIF does not apply to sales made by any King Soopers, City Market or Target stores that opened within the Promenade prior to January 1, 2025. The developer must terminate the Promenade Credit PIF upon the earlier to occur of (i) payment in full or defeasance of all outstanding Promenade District bonds; or (ii) if no bonds are issued, upon payment or reimbursement to the developer or the Promenade Districts of $28.8 million of eligible costs and payment to the Town of $475,000 in Town costs.

As a result of the Promenade Agreement, the Sales Tax will be imposed within the Promenade PIF Property at a rate of 3.65%. However, revenues derived from the City's 1.35% Sales and Use Tax can be used only for transportation projects as approved by the Town's voters and cannot be used to offset the Promenade Credit PIF. Accordingly, all of the revenues attributable to the 1.35% Sales and Use Tax will be collected within Promenade.

Riverwalk Credit PIF Agreement. The Town has entered into a Downtown Redevelopment Agreement, dated as of May 2, 2017 (the "Riverwalk Agreement"), with the Town's Downtown Development Authority (the "DDA") and CD Wilcox, LLC (the "Owner"). The Owner plans to develop 170,000 square feet of residential space, 30,000 square feet of office space, and 11,000 square feet of retail space, as well as related amenities and uses. Pursuant to the Riverwalk Agreement, the Town will waive collection from the Owner of certain development fees and Use Tax otherwise imposed on the project (up to a cap of $4 million). The Town will also provide the Owner with a Sales Tax credit in the amount of 2.7% against the Sales Tax collected on taxable transactions within the redevelopment area (the "Riverwalk PIF Property") to the extent that a public improvement fee of 2.7%. (the "Riverwalk Credit PIF") has been collected on taxable sales occurring within the Riverwalk PIF Property. The Owner must terminate the Riverwalk Credit PIF upon the earlier to occur of (i) the Owner receives Riverwalk Credit PIF proceeds and property tax increment payments in the aggregate amount of $11,500,000, or (b) December 31, 2042.

Encore Agreement. The Town has entered into the Encore Agreement with CDFC with respect CDFC's plans to develop a mixed-use project to be known as Encore CR (the "Encore Project") consisting of 124 for-sale condominium residential units and 27,000 square feet of retail/office space. The Encore Agreement deals with the construction and financing of a seven-level parking garage with approximately 601 spaces, construction of a pedestrian plaza between the Encore Plaza and Town Hall and the disposition of certain incremental revenues expected to

be generated by the Encore Project. Pursuant to the Encore Agreement, CDFC must meet certain construction benchmarks (unless waived or extended by the Town), including completion of the parking garage in mid-2021 and certificates of occupancy for the first residential unit(s) by the end of July 2022.

The Town has created a general improvement district ("GID") encompassing the Encore Project; the GID will impose a 45-mill property tax within its boundaries in tax years 2022 through 2038. The Encore Project is also located within the boundaries of the DDA, a tax increment financing area which currently captures property tax increment within the GID. In addition to the Town's Sales Tax, the Town collects a 1% public improvement fee imposed by the developer upon retail transactions within the GID (the "Add-On-PIF") from January 1, 2021, through December 31, 2048, unless CDFC requests earlier termination upon receipt by the Town of its entire investment under the Encore Agreement.

Pursuant to the Encore Agreement, the Town and CDFC will share revenues generated by the Encore Project (or the GID) as follows: (1) CDFC will receive 50% of the Add-On PIF revenues through 2032 or until a $300,000 cap is reached; (2) CDFC will receive Town Sales Tax revenues (at a rate of 4%) through 2032 or until a $1,000,000 cap is reached; (3) the Town will receive 100% of the property tax revenues generated by the GID mill levy; and (4) CDFC will receive 80% of the property tax revenues generated within the GID through 2032 or until a $4,000,000 cap is reached. Pursuant to the Encore Agreement, the Town pledges to pay the Sales Tax described in clause (2) above generated in one fiscal year by June 1 of the following year, to the extent it is budgeted and does not exceed $1,000,000. Pursuant to the Encore Agreement, the Town also granted CDFC certain fee and use tax waivers (capped at $2,752,845).

Other Sales Tax Sharing Agreements. The Town has created a business improvement district and entered into a related public finance agreement with respect to the Miller's Landing development within the Town. The development is planned as a four-phase, 65-acre mixed use development with office space, retail, entertainment and a hotel with conference facilities. The associated public finance agreement requires the Town to provide sales tax credits in an amount of up to $65 million; however, the development has yet to generate sufficient taxable transactions to qualify for the sales tax credits.

Economic Incentive Agreements. From time to time the Town enters into Economic Assistance Agreements to incentivize companies to relocate businesses or open new businesses and bring jobs to the Town. Pursuant to the Municipal Code, the Town Manager may authorize the dedication of shared revenues generated by the economic development project up to $100,000; shared revenues in excess of that amount must be approved by the Town Council.

The Town currently has numerous economic incentive agreements in place that require the rebate of sales tax revenues and/or use tax to private business. Certain of the economic incentive agreements require the Town to rebate sales or use tax revenues; those rebates are made only from revenues generated by the specific project. The largest of these is an agreement with Costco pursuant to which the Town will rebate $3 million from the Economic Development Fund on the second day the store is open and then will provide a 50% sales tax shareback up to a total of $10 million; that amount will be paid from only sales tax revenues generated by the store.

The Town expects to enter into additional Economic Incentive Agreements in the future. Amounts rebated pursuant to the Economic Assistance Agreements may reduce the amount of legally available revenues available to pay Base Rentals under the Lease.

Budget Summaries and Comparisons

Set forth in the following table is a comparison of the Town's General Fund budgets for fiscal years 2024 and 2025, as compared to actual (unaudited) results for the four-month periods ending April 30, 2024 and 2025.

The information in the table is presented in budgetary basis and is not intended to conform to Generally Accepted Accounting Principles ("GAAP"). The table does not include fund balance information; for a representation of fund balance, a portion of which is available for appropriation in each year, see the tables in "History of Revenues, Expenditures and Changes in Fund Balances" below.

Budget Summary and Comparison - General Fund

	2024 Final Budget	Actual YTD through 4/30/24 (1)	2025 Adopted Budget	Actual YTD through 4/30/25 (1)
Revenues				
Taxes (2)	$65,611,055	$21,762,864	$68,547,626	$24,150,019
Licenses and permits	176,482	117,361	181,209	89,570
Franchise fees	2,915,939	597,265	3,162,381	940,745
Fines and forfeitures	214,575	75,149	216,946	86,849
Contributions and donations	25,250	8,502	51,503	17,390
Intergovernmental (3)	7,901,812	5,868,528	5,213,089	84,260
Charges for services	7,774,059	2,746,198	7,945,994	3,041,180
Investment earnings	701,112	432,849	640,180	240,302
Other revenue	545,253	19,787	296,700	31,857
Transfers in	13,356,429	72,636	5,417,385	170,206
Total revenues	99,221,966	31,701,138	91,673,013	28,852,378
Expenditures				
Personnel Services	55,145,308	15,166,373	59,305,491	14,689,453
Services & Other	12,184,266	3,000,965	12,921,550	3,481,519
Supplies	4,806,263	883,501	4,736,732	1,001,209
Capital	15,965,303	571,881	7,617,442	330,736
Transfers Out	20,397,848	1,921,074	5,233,746	1,299,940
Total Expenditures	108,498,988	21,543,794	89,814,961	20,802,857
Net change	$(9,277,022)	$10,157,344	$1,858,052	$8,049,521

(1) Unaudited, interim financial information only.
(2) Includes a portion of the Town's Sales Tax and Use Tax as well as property taxes, specific ownership taxes, tobacco tax, franchise tax and miscellaneous tax revenues.
(3) Intergovernmental revenues are variable from year to year and are reliant upon the timing of payments received from other governmental units during the course of joint projects.

Source: The Town.

History of Revenues, Expenditures and Changes in Fund Balances

General. The accounts of the Town are organized and operated on a fund basis. Such funds are segregated for the purpose of accounting for the operation of specific activities or attaining certain objectives. The governmental fund utilized for the administration and operation of the Town is the General Fund.

The following table provides a comparative statement of revenues, expenditures and changes in fund balance for the Town's General Fund for fiscal years 2020 through 2024. The information has been obtained from the audited basic financial information presented in the Town's Annual Comprehensive Financial Reports for 2020 through 2024. The information in this table is presented in accordance with GAAP.

This information should be read together with the Town's fiscal year 2024 audited basic financial statements (and accompanying notes) appearing in Appendix A. Financial statements for prior years may be obtained from the sources noted in "INTRODUCTION--Additional Information."

Reserve Policies. In April 2016, the Town adopted amended and restated reserve policies providing general guidance on required reserve levels for all Town operating funds. The reserve policy sets out 11 categories of reserves to incorporate aspects unique to each of the Town's 24 funds. Specific amounts are not included in the policies; each fund is to be evaluated each year and funding amounts (or replenishment provisions, if needed) determined as part of the annual budget process.

For the General Fund, the Town maintains the TABOR reserve and a contractual reserve which sets aside funds for specific contracts. The policies incorporate (i) an operational capacity reserve to allow for growth of operational funds for known future items or projects; (ii) a revenue stabilization reserve to protect against fluctuations in Sales Tax collections; (iii) a catastrophic events reserve to protect against increased expenses due to natural disaster; (iv) a capital reserve to plan for unexpected repair or asset failure; and (v) an opportunity reserve to provide for economic development opportunities as well as accommodation for interfund loans to cover cash flow for a given project.

General Fund - History of Revenues, Expenditures and Changes in Fund Balance

	Year Ended December 31,				
Revenues	2020	2021	2022	2023	2024
Taxes					
Property	$ 1,332,644	$ 1,387,051	$ 1,465,448	$ 1,485,758	$ 1,755,403
Sales	37,579,999	43,901,118	49,566,348	53,791,639	57,194,615
Use	1,881,788	598,405	2,491,173	1,027,100	1,444,888
Motor Vehicle Use	4,082,645	6,685,380	6,269,376	6,525,224	6,310,815
Other taxes	2,887,574	3,271,042	3,745,319	3,823,627	3,340,122
Charges for services	2,207,948	3,035,694	2,790,785	3,764,519	4,369,126
Management fees	4,308,917	4,304,660	4,205,990	4,202,130	4,548,730
Licenses and permits	145,959	133,909	202,036	200,997	103,438
Fines and forfeitures	270,019	289,720	230,738	239,175	279,854
Investment earnings	553,659	(23,758)	(102,339)	1,415,491	1,760,208
Intergovernmental	3,536,158	47,144	421,992	2,696,124	10,183,247
Contributions and donations	81,969	59,516	66,881	82,836	980,230
Leases	--	--	257,701	148,507	--
Other	666,895	697,363	516,209	546,745	648,059
Total revenues	59,536,174	64,387,244	72,127,657	79,949,872	92,918,735
Expenditures					
Current					
General government	15,709,194	14,613,993	15,620,180	16,610,355	17,727,149
Public safety	29,459,567	34,096,630	38,631,818	43,623,617	47,026,145
Culture and recreation	4,103,913	4,688,195	5,024,880	5,383,098	5,946,157
Capital outlay	1,827,051	10,335,415	4,019,311	13,951,797	16,334,355
Debt service					
Interest	--	389,367	339,400	339,400	339,400
Agency fees	--	2,000	2,000	2,000	2,000
Debt issuance costs	194,979	--	--	--	--
Total expenditures	51,294,704	64,125,600	63,637,589	79,910,267	87,375,206
Excess (deficiency) of revenues over (under) expenditures	8,241,470	261,644	8,490,068	39,605	5,543,529
Other Financing Sources (Uses)					
Issuance of debt (2020 COPS)	8,485,000	--	--	--	--
Issuance of COP premium	1,467,716	--	--	--	--
Transfers in	2,202,748	762,708	16,016,841	1,741,122	1,753,478
Transfers out (1)	(2,954,662)	(937,493)	(15,039,826)	(862,344)	(2,499,045)
Total other financing sources (uses)	9,200,802	(174,785)	977,015	878,778	(745,567)
Net change in fund balances	17,442,272	86,859	9,467,083	918,383	4,797,962
Fund balances-January 1	29,546,920	46,989,192	47,076,051	56,543,134	57,461,517
Fund balances-December 31	$46,989,192	$47,076,051	$56,543,134	$57,461,517	$62,259,479

(1) Generally, transfers out are comprised of transfers or contributions to capital improvements of the Town. Occasionally the Town also makes very short-term cash flow loans to other Town funds.

Source: Derived from the Town's ACFRs for the years ended December 31, 2020-2024.

THE TOWN

General

The Town was incorporated as a statutory town in 1881 and became a home rule municipality pursuant to Article XX of the Colorado constitution on September 22, 1987, upon the adoption of its home rule charter (the "Charter"). The Town is the county seat for Douglas County, Colorado (the "County") and is located along Interstate 25 approximately 22 miles southeast of downtown Denver, Colorado, and approximately 40 miles north of Colorado Springs, Colorado. The Town encompasses approximately 37 square miles and, based upon home occupancy rates and the number of building permits issued, the Town estimates its population to be approximately 87,102.

The Town is a full-service municipality providing a full range of services to its citizens. In addition to water, renewable water and wastewater services, those services include police and fire protection, emergency medical and ambulance services, storm water services, the construction and maintenance of streets and infrastructure, golf, recreational activities and cultural events, and general government services.

Town Council

The Town operates under a Council-Manager form of government. The Council is comprised of seven members from each of seven voter districts elected at its regular election in November of even-number years for staggered four-year terms. Accordingly, Council elections are now held at the Town's regular election in November of even-numbered years. The Council elects the Mayor and the Mayor Pro Tem biannually from among its members. Council meetings are held the first and third Tuesday of every month; with special meetings held as needed in accordance with the provisions of the Municipal Code.

The names, principal occupations, and terms of office of present Council members are set forth below.

Name and Position	Council District	Principal Occupation	Elected/ Appointed	Term Expires (November)
Jason Gray, Mayor	At large	Business owner	2018	2026
Laura Cavey, Mayor Pro Tem	2	Technology industry	2020	2028
Kevin Bracken, Council Member	3	Healthcare	2018	2026
Max Brooks, Council Member	5	Marketing/advertising	2022	2026
Mark Davis, Council Member	4	Construction management	2024	2028
Tim Dietz, Council Member	6	Owner-insurance agency	2020	2028
Ryan Hollingshead, Council Member	1	Educator	2020	2028

The Colorado constitution and the Charter limit the consecutive terms each member of the Council may hold. Council Members are limited to serving two consecutive four-year terms. Town voters may vote to eliminate, extend or change the term limits imposed by the Colorado constitution. The Town's voters have not approved a change in the constitutional term limits.

Administration

Administration. The Town functions through various departments under the supervision of the Town Manager, who is the chief administrative officer of the Town and is responsible for the proper administration of the matters placed in the Town Manager's charge. Except as otherwise provided by the Charter or by ordinances not inconsistent with the Charter, the responsibilities of the Town Manager include: (i) enforcement and administration of the ordinances and other enactments of the Town, and of the terms and conditions imposed in favor of the Town in any contract or franchise; (ii) the hiring, suspension, transfer and removal of Town employees, except that the appointment, suspension, transfer, or removal of any person designated as a department head requires the approval of the Council; (iii) annual preparation and submission to the Council of a proposed budget and capital program as provided in the Charter, and administration of the same after their adoption; (iv) preparation and submission to the Council, as of the end of the Fiscal Year, of a complete report on finances and administrative activities of the Town for the preceding year, and the provision of such other reports concerning the affairs of the Town as the Council may require; (v) advice and recommendations to the Council of the present condition and future needs of the Town; (vi) with the approval of the Council, the establishment, consolidation or abolition of Town departments; (vii) supervision and control of Town departments except as otherwise provided in the Charter; (viii) attendance at meetings of the Council and participation in discussions with the Council in an advisory capacity; (ix) establishment of a system of accounting and auditing for the Town which reflects, in accordance with generally accepted accounting principles, the financial condition and financial operation of the Town; and (x) performance of such other duties as required by the Charter, or as required by the Council and not inconsistent with the Charter.

Brief biographies for the Town Manager and other administrative officials involved in this bond issue follow.

David Corliss, Town Manager. David Corliss was appointed as Town Manager on April 7, 2015, effective June 1, 2015. Mr. Corliss comes to Castle Rock with very strong local government experience, most recently serving as the City Manager of Lawrence, Kansas, a post he held since 2006. Prior to assuming the role of City Manager, he held other management positions with the City of Lawrence. He holds a Bachelors Degree in Political Science, Master's Degree in Public Administration and a Juris Doctorate from the University of Kansas School of Law.

Trish Muller, CPA, Finance Director. Trish Muller has been with the Town since January 2009 as Assistant Finance Director and was appointed Finance Director in November 2012. Prior to joining the Town's staff, she worked in Governmental Accounting and Management with various auditing firms. Ms. Muller obtained her Bachelor of Science degree in Accountancy from Calvin University in Michigan in 1991 and obtained her CPA in 1995.

Michael J. Hyman, Esq., Town Attorney. Michael J. Hyman has been the Town Attorney since July 1, 2020. Prior to coming to the Town, he served two years with the City and County of Denver, Colorado, as Deputy City Attorney. Prior to that time, Mr. Hyman served for 32 years in various positions in the City Attorney's Office with the City of Aurora, Colorado, including four years as City Attorney and as Assistant City Attorney and Deputy City Attorney. Mr. Hyman obtained his law degree from the University of Colorado and his undergraduate degree from the University of Denver.

Jeff Brauer, Director of Parks and Recreation. Jeff Brauer has served as the Parks and Recreation Director for the Town of Castle Rock since 2015. He has worked for three park and recreation agencies in his career. Mr. Brauer is a Certified Park and Recreation Executive (CPRE) and a Professional Landscape Architect (PLA). He earned his Bachelor of Landscape Architecture (BLA) from Iowa State University and is a graduate of the National Executive Development School in Santa Fe, New Mexico. Mr. Brauer worked in private practice while providing design and planning services for real estate development projects in Colorado prior to joining the Parks and Recreation profession.

Employees; Benefits and Pension Matters

Employees; Benefits and Pension Matters. The Town currently has 573 full-time employees and 825 part-time and seasonal employees. In the opinion of the Town Manager, the state of the Town's employee relations is good.

Benefits. The Town offers benefit packages for all full-time employees who work at least 30 hours per week. Part-time employees are offered a limited benefits package. Full-time benefits include: medical, dental, vision insurance, wellness program, flexible spending account, health savings account, 401(a) with employer contribution, 457 and FPPA for eligible public safety employees, life insurance (basic and voluntary), short term disability, long term disability, employee assistance program, recreation center/Miller Activity Complex membership paid time off that includes 11.5 holidays, vacation, sick leave and personal days.

Retirement Plan/Pension Matters. The Town provides defined contribution plans for employees other than firefighters and participates in a multiple-employer defined benefit plan with respect to its firefighters.

Defined Contribution Plans. The Town provides a multi-employer defined contribution plan for all permanent full-time and part-time employees who work at least 20 hours per week. The plan is administered by Mission Square Retirement and may be amended with the approval of the Council. For 2024, the mandatory employee contribution was 4% of compensation. The Town contributes 7% of each employee's compensation to the plan with the exception of the Town Manager and Town Attorney. As part of their employment contracts, the Town Manager and the Town Attorney receive a 11% contribution from the Town and do not have a mandatory employee contribution. The Town has no other obligations to fund this plan. Employees are permitted to contribute additional amounts beyond their 4% mandatory contribution. These additional amounts are invested in a deferred compensation plan pursuant to Internal Revenue Code (IRC) Section 457. After completion of one year of service, the employees' Town contributions are fully vested. Unvested contributions for terminated employees are returned to the Town, net of servicing fees. Employees are fully vested for their contributions immediately. All administrative costs of the plans are borne by the participants of each plan. The Town made required contributions to Mission Square Retirement of $2,346,863 and $2,447,983, respectively, for the years ended December 31, 2023 and 2024.

The Town also maintains a qualified 401(a) Executive Defined Contribution plan as part of the employment contracts for the Town Manager and the Town Attorney. The Town contributed 9% of the covered employees' compensation into this plan. Vesting is based on years of service and an employee are not fully vested until they have reached 10 years of service. The Town's contributions to Mission Square Retirement for this plan for the years ended December

31, 2023, and December 31, 2024, were $41,532 and $43,197, respectively, equal to the required contributions. Plan provisions and contribution requirements are established and administered by Mission Square Retirement and may be amended with the approval of Council.

In 2018, the Town's Sworn Police Officers were moved from the General Employee Plan and added to a new qualified 401(a) Money Purchase Retirement plan. The plan requires mandatory employee pre-tax contributions to the plan of 5.6% of compensation. The Town also contributes 8.6% of each employees' compensation to the plan. The Town has no other obligations to fund this plan. Employees are permitted to contribute additional amounts beyond their 5.6% mandatory contribution into a deferred 457 plan. These additional amounts are invested in a deferred compensation plan pursuant to Internal Revenue Code (IRC) Section 457. The plan requires employee participation in the plan immediately upon date of hire. After completion of one year of service, the Town's contributions are fully vested. Unvested contributions for terminated employees are returned to the Town, net of servicing fees. Employees are fully vested for their contributions immediately. All administrative costs of the plans are borne by the participants of each plan. The Town's contributions to Mission Square Retirement for this plan for the years ended December 31, 2023 and 2024 were $111,723 and $107,744, respectively, equal to the required contributions. Plan provisions and contribution requirements are established and administered by Mission Square Retirement and may be amended with the approval of Council.

See Note 11A through C in the audited financial statements for more information regarding the Town's defined contribution plans.

In September 2021, the Council adopted a resolution approving the affiliation of eligible police officers with the Fire and Police Pension Association of Colorado ("FPPA") Statewide Defined Benefit Plan. As described below, the Town's firefighters already participate in FPPA.

Police Employees - Statewide Defined Benefit Plans. Beginning in March 2021, the Town's sworn police officers were provided the option to participate in the Statewide Defined Benefit Plan ("SWDB") administered by the Fire and Police Pension Association ("FPPA"). The Town's full-time sworn police officers who chose to opt into the plan, as well as full-time sworn police officers hired after entry into the plan, are members of SWDB.

Contribution rates for the Plan are set by state statute. The FPPA Board of Directors my further increase the required contributions, equally between employer and member, upon approval through an election of both employers and members.

Members of the Defined Benefit Component contribute 12.0 % of the based salary. In 2020, legislation was enacted to increase the employer contributions rate to the Plan beginning in 2021. Employer contribution rates will increase 0.5% annually through 2030 to a total of 13.0% of base salary. These increases result in a combined contribution rate of 25% of base salary in 2030. In 2024, the total combined member and employer contribution rate was 22%.

The Town's contribution to the Statewide Retirement Plan ("SRP") for the years ended December 31, 2023 and 2024, were equal to the required contributions of $920,068 and $1,020,770, respectively. As of December 31, 2024, the Town reported a liability of $0 for its proportionate share of the SRP net pension liability, which was measured as of December 31, 2023.

Fire Employees - Statewide Defined Benefit Plan. Firefighters participate in the SWDB administered by FPPA. Members of the Defined Component contribute 12.0% of base salary. In 2020, legislation was enacted to increase the employer contributions rate to the Plan beginning in 2021. Employer contributions rates will increase 0.5% annually through 2030 to a total of 13.0% of base salary. The increase result in a combined contributions rate of 25.0% of base salary in 2030. In 2024, the total combined member and employer contribution rate was 22%. The Town contributions to this plan for the years ended December 31, 2023 and 2024 were equal to the required contributions of $1,010,720 and $1,102,828, respectively. As of December 31, 2024, the Town reported a liability of $0 for its proportionate share of the SWDB net pension liability, which was measured as of December 31, 2023.

See Note 11D. and the Required Supplementary Information in the audited financial statements attached hereto as Appendix A for a detailed description of the SWDB plan, including contribution rates, a summary of benefits, net pension assets, actuarial assumptions and discount rates and historical funding information.

The Town also participates in a multiple-employer defined benefit plan that covers its volunteer firefighters (the "Volunteer Plan"). The plan is administered, and benefit provisions are amended by FPPA. This plan provides retirement benefits as well as death and disability benefits. Volunteer Plan participants are not compensated and do not contribute to the plan; the Town funds its obligations under the Volunteer Plan in an amount not to exceed one-half mill of property tax revenues. The Town increased monthly benefit amounts in 2024. Pursuant to State law, the State contributes up to 90% of the Town's contribution, subject to a cap of $17,635. For the year ended December 31, 2023 and 2024, the Town and State contributions to the Volunteer Plan were $20,400 and $26,177, respectively.

The Town and the State have funded the Annual Required Contribution ("ARC") in each of the last three years. As of January 1, 2021, the most recent actuarial valuation date, the current level of contribution to the fund is adequate to support on an actuarially sound basis, the prospective benefits for the plan.

In 2015, the Town began applying Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27* ("GASB 68"), to its audited financial statements. GASB 68 separates pension accounting methodologies from pension funding methodologies. Among other requirements, the Town is required to report its proportionate share of the total PPFA net pension liability/assets ("NPL/A") in its government-wide financial statements. Fund level statements, including the General Fund statements, are not impacted by the GASB 68 reporting. The NPL/A is an accounting estimate of the Town's proportionate share of the PPFA's unfunded liability or funded assets at a specific point in time. Inclusion of this figure in the government-wide financial statements does not indicate that the Town has a liability to pay the amount shown; the Town's liability is limited to the annually required contributions established by the PPFA.

See Note 11E and the Required Supplementary Information in the audited financial statements attached hereto as Appendix A for a detailed description of the Volunteer Plan, including contribution rates, a summary of benefits, net pension liability, actuarial assumptions and discount rates, historical funding status and funding progress information.

No OPEB. The Town does not offer any other post-employment benefits ("OPEB") to retirees and therefore does not have any OPEB liability.

Risk Management

General. The Council acts to protect the Town (including the System) against loss and liability by maintaining certain insurance coverages, including property, general liability, automobile liability, law enforcement liability, public officials' errors and omissions liability, cybersecurity liability, and crime coverage and workmen's compensation insurance provided by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). The Town's current CIRSA coverage expires on January 1, 2026. The Town's various coverages have varying deductibles and coverage limits.

The Town has opted to partially self-insure claims for health insurance of Town employees to a maximum liability of $100,000 per covered person. The program is administered by a third party (Cigna). Self-insurance activities are accounted for in the Employee Benefits Fund.

In the opinion of the Finance Director, the Town's insurance policies provide adequate insurance protection for the Town. See Note 13 in the audited financial statements attached hereto for a description of the Town's 2024 risk management activities.

Cybersecurity. The Town relies on computer systems and technologies to conduct many of its operations. Despite security measures, policies and training, the Town, like other public and private entities, may be vulnerable to cyber-attacks by third parties. Any such attack could compromise systems and the information stored in them. A cyberattack could result in a disruption in the operations of the Town and may adversely affect its revenues.

The Town carries cyber insurance coverage and has not been the subject of any successful cyberattack that impacted or affected operations or financial recording/reporting functions. The Town has cyber training programs and mitigation/prevention plans for cyberattacks. The Town remains vigilant and proactive in strengthening its cybersecurity posture. As part of its ongoing efforts, it has recently added a dedicated Security Engineer to help implement and maintain enhanced safeguards across our systems. This step reflects our continued commitment to evolving our security measures and minimizing risk. No assurances can be given that these security measures will successfully prevent all cyberattacks.

Climate Issues. The Town has included planning for climate change in its water resources strategic master plan. Potential impacts of climate change to the Town's water supplies have been estimated to allow for acquisition of additional renewable supplies to mitigate those impacts. The Town continues to secure renewable water sources with a goal of having 75% renewable water by 2030. As part of the planning for potential water supply impacts and more frequent droughts associated with climate change, the Town also has a Municipal Drought Management Plan. This plan outlines the Town's responses to drought events.

In conjunction with climate change, the Town is evaluating the potential impact of wildfire. The Town has completed a Community Wildfire Protection Plan which was adopted in January 2022. The County contracts for a water-carrying helicopter for 6-9 months of the year; the Town is able to utilize the helicopter if needed. The Town also contracts for a herd of goats used to manage growth in open space areas.

Intergovernmental and Other Agreements

In addition to the agreements discussed in "REVENUES AVAILABLE FOR DEBT SERVICE--Existing Sales and Use Tax Agreements," the Town is a party to numerous intergovernmental agreements for the provision of services to its residents.

The Town also is a party to several development agreements that require the Town to rebate various revenues, including development impact fees, permit fees, and building fees, to developers. The Town may enter into additional agreements of this type, including sales and use tax rebate agreements, in the future for economic development purposes.

TOWN FINANCIAL INFORMATION

Budget Process

General. The Town's fiscal year runs from January 1 to December 31. Pursuant to the Charter, the Town Manager is required to submit a proposed budget to the Council not later than 45 days prior to the certification of the Town's mill levy. The Council then holds a public hearing on the budget, and adopts the budget with or without amendment. The Charter requires the Council to adopt the budget on or before the final day for certifying the mill levy. If the Council fails to adopt a budget by that date, the amounts appropriated for the current fiscal year will be deemed adopted for the ensuing year on a month-to-month basis until the Council adopts a budget.

Supplemental appropriations may be made by the Council if the Town Manager certifies that revenues in excess of those estimated in the budget are available for appropriation. The Council may make emergency appropriations to meet emergencies which in the Council's judgment may affect life, health, property or the public peace. To the extent unappropriated revenues are not available to meet the emergency appropriation, the Council may authorize the issuance of emergency notes by ordinance, which may be renewed from time to time, but the notes and renewals of any fiscal year must be paid not later than the last day of the fiscal year succeeding the year in which the emergency appropriation was made.

If it appears probable to the Town Manager that revenues will be insufficient to meet appropriation, he must report to the Council immediately indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to future steps to be taken. The Council is required to take any action it deems necessary to prevent or minimize the deficit, and may by ordinance reduce any appropriation.

At any time during the fiscal year the Town Manager may transfer unencumbered appropriation balances among programs within a department, office or agency, and upon written request by the Town Manager the Council may transfer unencumbered appropriation balances from one department, office, agency or object to another. However, no appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below the amount required by law to be appropriated, or by more than the amount of the unencumbered appropriation balance.

Awards. The Government Finance Officers Association ("GFOA") has awarded the Town its Distinguished Budget Presentation Award for the 2025 budget. This is the 13th consecutive year the Town has received this award.

Financial Statements

General. Under Colorado law, the Town is required to have its financial statements audited annually. The audited financial statements must be filed with the State Auditor by July 31 each year. If the Town fails to file its audit report with the State Auditor, the State Auditor may, after notice to the Town, authorize the County Treasurer to prohibit release of the Town's tax revenues and other moneys held by the Treasurer until the Town files the audit report. The Town's 2024 ACFR was filed on time.

The Town's audited basic financial statements for the year ended December 31, 2024, and the report of the certified public accountants thereon are attached hereto

as Appendix A. Those audited financial statements represent the most recent audited financial statements of the Town. *Prospective investors should be aware that the Certificates are payable only from legally available revenues; no funds are pledged to payment of the Certificates. Inclusion of the Town's basic financial statements is for informational purposes only and does not imply that the Certificates constitute a general obligation of the Town or a lien on any Town revenues.*

Awards. The Town has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association ("GFOA") for its Annual Comprehensive Financial Report for 2015 through 2023. That certificate is the highest form of recognition in the area of governmental financial reporting and is awarded by the GFOA to local governments whose annual comprehensive financial reports are judged to conform substantially to program standards. This is the 34th consecutive year the Town has received this award.

DEBT STRUCTURE

General

Pursuant to the terms of Article X, Section 20 of the State Constitution (the "Taxpayers Bill of Rights" or "TABOR"), the Town must obtain voter authorization prior to the creation of any multiple fiscal year obligation (except for refunding obligations at a lower interest rate), including general obligation bonds and revenue bonds, without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years. See "LEGAL MATTERS--Certain Constitutional Limitations." In some instances, the terms of the Charter authorize the Town to issue certain multiple fiscal year obligations without obtaining voter approval in advance. However, the terms of TABOR now require the Town to obtain advance voter approval prior to the issuance of most types of obligations, subject to the exceptions discussed in "LEGAL MATTERS--Certain Constitutional Limitations."

General Obligation Indebtedness

The Town has the power to contract indebtedness on behalf of the Town by borrowing money or issuing bonds to carry out the objects or purposes of the Town. However, pursuant to the provisions of the Charter and State law, the Town must adhere to the constitutional limitations affecting the issuance of general obligation debt. See "LEGAL MATTERS--Certain Constitutional Limitations." The Town does not have any general obligation debt outstanding.

Revenue Obligations

General. Pursuant to the Charter, the Town also has the authority to issue revenue obligations payable from the net revenues of Town facilities and other revenues. Pursuant to the Charter, revenue obligations do not constitute a general obligation debt indebtedness of the Town and may be authorized by action of the Town Council. Pursuant to TABOR, the issuance of revenue bonds is governed by the provision which requires voter approval for the creation of any multi-fiscal year direct or indirect financial obligation without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years (unless issued by an enterprise). See "LEGAL MATTERS--Certain Constitutional Limitations."

Sales and Use Tax Revenue Bonds. The Town has outstanding revenue bonds payable from the 1.35% Sales and Use Taxes imposed for transportation purposes. The sales and use tax bonds currently outstanding consist of the Town's: (1) Sales and Use Tax Revenue Refunding Bonds, Series 2016, currently outstanding in the aggregate principal amount of $2,520,000; and (2) the Town's Taxable Sales and Use Tax Revenue Refunding Bonds, Series 2020, outstanding in a combined principal amount of $17,645,000.

Water and Wastewater Enterprise Revenue Bonds. The Town has outstanding $56,135,000 aggregate principal amount of revenue bonds payable from the net revenues of its water and wastewater system, consisting of its: (1) Water and Sewer Enterprise Revenue Refunding Bonds, Series 2015, currently outstanding in the aggregate principal amount of $1,280,000; (2) Water and Sewer Enterprise Revenue Refunding Bonds, Series 2016, currently outstanding in the aggregate principal amount of $31,930,000; and (3) the Water and Sewer Enterprise Revenue Bonds, Series 2022, currently outstanding in the aggregate principal amount of $22,925,000.

Golf Course Enterprise Revenue Bonds. The Town has outstanding its Golf Course Enterprise Revenue Refunding and Improvement Bonds, Series 2015, currently outstanding in the aggregate principal amount of $1,415,000; those bonds are payable from golf course enterprise revenues.

Special Assessment Bonds

The Town has the power to issue special assessment bonds payable from assessments against benefited properties within special improvement districts formed for the purpose of constructing certain improvements. Such bonds generally do not constitute a general obligation debt of the Town. In accordance with the Charter, the Council may pledge to pay the remaining principal and interest on such bonds when 75% of the bonds have been paid and cancelled, to the extent remaining assessments are not sufficient. The Town currently has no special assessment bonds outstanding.

Other Obligations

Lease-Purchase Agreements. The Town also has obligations pursuant to an annually renewable lease Purchase Agreement dated as of October 8, 2020, between the Town and the Trustee under a related indenture (the "2020 Lease"). The Town's payments under the 2020 Lease are used by the Trustee to pay base rentals on certain certificates of participation (the "2020 COPS") issued pursuant to the indenture. The proceeds of the 2020 COPS were used by the Town to fund the construction of certain public facilities, including, without limitation, the construction of a parking facility for Town purposes. As of June 1, 2025, the 2020 COPS were outstanding in the aggregate principal amount of $8,485,000. The 2020 COPS are payable from any legally available revenues of the Town as appropriated on an annual basis.

The following table sets forth the remaining Base Rentals due under the 2020 Lease (assuming the Town continues to appropriate funds).

Remaining Base Rentals Under the 2020 Lease

	2020 Lease
2025	$ 339,400
2026	339,400
2027	339,400
2028	339,400
2029	339,400
2030	339,400
2031	339,400
2032	339,400
2033	814,400
2034	815,400
2035	860,600
2036	863,200
2037	909,800
2038	908,600
2039	961,400
2040	516,000
2041	537,200
2042	542,000
2043	566,000
2044	573,400
2045	599,800
2046	604,400
2047	633,000
2048	639,600
Total	$14,060,000

Notes Payable. In 2019, the Town entered into a loan agreement with a financial institution in the amount of $9,500,000 to finance stormwater projects; the loan is payable solely from revenues in the Stormwater Fund. Principal payments are due annually through 2030; the outstanding principal amount is $6,625,000. Interest is payable semiannually at a rate of 1.92%.

Other Leases. The Town currently leases office equipment pursuant to operating leases and expects to continue doing so from time to time. All of these leases are subject to annual appropriation.

Short-Term Obligations. The Town is authorized by the Charter to issue short term securities (maturing before the end of the fiscal year) without an election. The Town has no short-term securities outstanding.

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in and surrounding the Town. It is intended only to provide prospective investors with general information regarding the Town's community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The Town makes no representation as to the accuracy or completeness of data obtained from parties other than the Town.

Population

The following table sets forth population statistics for the Town, the County, the Denver-Aurora Core Based Statistical Area ("Denver-Aurora CBSA") and the State. The Denver-Aurora CBSA is comprised of six metro counties and four bordering counties: Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson and Park. Between 2010 and 2020, the population of the Town increased 51.7% and the population of the County increased 25.4%. During the same time period, the populations of the Denver-Aurora CBSA and the State increased 16.5% and 14.8%, respectively.

Population

Year	Town of Castle Rock	Percent Change	Douglas County	Percent Change	Denver-Aurora CBSA	Percent Change	Colorado	Percent Change
1980	3,921	--	25,153	--	1,450,768	--	2,889,735	--
1990	8,708	122.1%	60,391	140.1%	1,650,489	13.8%	3,294,394	14.0%
2000[(1)]	20,224	132.2	175,766	191.0	2,196,957	33.1	4,301,261	30.6
2010	48,231	138.5	285,465	62.4	2,543,482	15.8	5,029,196	16.9
2020	73,158	51.7	357,978	25.4	2,963,821	16.5	5,773,714	14.8
2021	76,963	--	369,787	--	2,977,806	--	5,811,121	--
2022	79,107	2.8%	375,958	1.7%	2,985,929	0.3%	5,840,234	0.5%
2023	80,950	2.3	383,911	2.1	3,004,095	0.6	5,876,300	0.6

(1) Denver-Aurora CBSA population adjusted to reflect the 2001 consolidation of the City and County of Broomfield.

Sources: United States Department of Commerce, Bureau of the Census (1980-2020), and Colorado State Demography Office (2021-2023 estimates, which are subject to revision, and the 2000 Denver-Aurora CBSA number).

Income

The following table sets forth the annual per capita personal income levels for the residents of the County, the Denver-Aurora CBSA, the State and the United States. Per capita personal income levels in the County have consistently exceeded Denver-Aurora CBSA, State and national levels during the period shown.

Per Capita Personal Income

Year[(1)]	Douglas County	Denver-Aurora CBSA	Colorado	United States
2019	$76,598	$67,590	$61,278	$55,567
2020	83,137	71,292	64,671	59,114
2021	89,702	79,446	71,676	64,450
2022	97,353	86,141	76,544	66,096
2023	102,928	89,297	79,746	69,418
2024	n/a	n/a	82,705	72,425

(1) Figures for Douglas County and the Denver-Aurora CBSA updated February 20, 2025. Figures for the State and the United States updated March 28, 2025. All figures are subject to periodic revisions.

Source: United States Department of Commerce, Bureau of Economic Analysis.

Employment

The following two tables set forth the number of individuals employed within selected Douglas County and Denver-Aurora CBSA industries that are covered by unemployment insurance. In 2024, the largest employment sector in Douglas County was professional and technical services (comprising approximately 12.5% of the county's work force), followed, in order, by retail trade, health care and social assistance, accommodation and food services, and educational services. For the twelve-month period ended December 31, 2024, total average employment in the county increased 1.7% as compared to the twelve-month period ending December 31, 2023, while total average weekly wages increased 4.3% during the same time period.

Average Number of Employees Within Selected Industries – Douglas County

Industry	2020	2021	2022	2023	2024
Accommodation and Food Services	11,546	12,836	13,678	14,407	14,632
Administrative and Waste Services	5,855	6,156	6,205	6,158	5,735
Agriculture, Forestry, Fishing, Hunting	222	248	263	305	255
Arts, Entertainment and Recreation	3,032	3,083	3,851	4,185	4,122
Construction	9,733	10,845	10,997	11,245	11,159
Educational Services	10,856	10,989	11,175	11,900	12,619
Finance and Insurance	12,766	13,173	12,595	12,385	12,088
Government	3,391	3,494	3,777	4,092	4,285
Health Care and Social Assistance	14,086	14,827	15,501	16,242	17,106
Information	5,317	5,243	5,134	4,986	5,292
Management of Companies/Enterprises	3,512	3,638	3,908	4,327	3,908
Manufacturing	2,081	2,177	2,355	2,418	2,463
Mining	235	208	191	155	133
Non-Classifiable	26	39	51	101	25
Other Services	3,920	4,226	4,433	4,746	4,980
Professional and Technical Services	13,840	15,765	17,128	17,738	18,465
Real Estate, Rental and Leasing	2,020	2,122	2,191	2,409	2,418
Retail Trade	17,673	18,041	17,773	17,816	17,661
Transportation and Warehousing	2,122	2,413	2,512	2,923	3,300
Utilities	482	505	522	555	579
Wholesale Trade	4,875	5,136	5,953	5,811	6,100
Total[(1)]	127,591	135,163	140,193	144,900	147,322

(1) Figures may not equal totals when added due to the rounding of averages or the inclusion in the total figure of employees that were not disclosed in individual classifications.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

In 2024, the largest employment sector in the Denver-Aurora CBSA was health care and social assistance (comprising approximately 12.8% of the metro area's work force), followed in order by professional and technical services, accommodation and food services, retail trade, and educational services. For the twelve-month period ending December 31, 2024, total average employment in the Denver-Aurora CBSA increased by approximately 0.1% as compared to the twelve-month period ending December 31, 2023.

Average Number of Employees Within Selected Industries – Denver-Aurora CBSA

Industry	2020	2021	2022	2023	2024
Accommodation and Food Services	111,871	124,453	139,924	145,310	144,028
Administrative and Waste Services	91,081	95,917	100,893	100,181	97,542
Agriculture, Forestry, Fishing, Hunting	4,436	4,743	4,335	3,714	3,294
Arts, Entertainment and Recreation	22,827	26,168	30,491	33,574	34,371
Construction	100,672	101,561	105,030	106,780	106,910
Educational Services	108,109	107,869	111,338	115,999	117,883
Finance and Insurance	78,237	79,799	80,971	78,892	76,292
Government	73,823	73,285	74,475	79,376	81,500
Health Care and Social Assistance	181,129	186,992	190,774	199,449	206,398
Information	51,884	53,283	55,109	53,616	50,202
Management of Companies/Enterprises	33,887	34,748	35,937	37,065	36,548
Manufacturing	69,354	70,204	71,774	69,805	67,261
Mining	8,883	8,188	8,135	8,079	7,764
Non-Classifiable	129	173	275	531	267
Other Services	42,663	44,789	47,737	49,831	50,609
Professional and Technical Services	149,456	160,278	175,622	181,428	183,456
Real Estate, Rental and Leasing	30,384	32,375	34,065	34,300	34,348
Retail Trade	132,282	136,947	136,864	138,518	137,776
Transportation and Warehousing	72,725	74,830	79,193	81,867	84,239
Utilities	6,037	6,186	6,431	6,762	6,716
Wholesale Trade	72,945	74,020	78,318	78,976	78,162
Total[(1)]	1,444,289	1,498,191	1,569,810	1,606,400	1,607,995

(1) Figures may not equal totals when added due to the rounding of averages or the inclusion in the total figure of employees that were not disclosed in individual classifications.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

The following table presents information on employment within the County, the Denver-Aurora CBSA, the State and the United States for the time period indicated. The annual unemployment figures indicate average rates for the entire year and do not reflect monthly or seasonal trends. The unemployment rate for the County has consistently been lower than the rates for the Denver-Aurora CBSA, the State or the United States during the period shown.

Labor Force and Employment

	Douglas County[1]		Denver-Aurora CBSA[1]		Colorado[1]		United States
Year	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Percent Unemployed
2020	196,496	5.3%	1,665,078	6.9%	3,079,767	6.8%	8.1%
2021	207,386	4.1	1,710,847	5.5	3,146,263	5.5	5.3
2022	215,655	2.5	1,738,712	3.0	3,184,962	3.1	3.6
2023	222,178	2.9	1,761,926	3.2	3,231,187	3.3	3.6
2024	224,147	3.9	1,776,989	4.2	3,267,766	4.3	4.0
Month of April							
2024	222,044	3.4%	1,761,103	3.7%	3,242,389	3.7%	3.9%
2025	223,920	4.3	1,776,342	4.6	3,276,181	4.6	4.2

(1) Figures for the County, Denver-Aurora CBSA and the State are not seasonally adjusted.

Sources: State of Colorado, Department of Labor and Employment, Labor Market Information, Labor Force Data and United States Department of Labor, Bureau of Labor Statistics.

Major Employers

The following table provides a brief description of selected major private employers located within the County. No independent investigation of the stability or financial condition of the employers listed hereafter has been conducted and, therefore, no representation can be made that such employers will continue to maintain their status as major employers in the County.

Principal Employers in Douglas County - 2024

Name of Employer	Product or Service	Estimated Number of Employees
Douglas County School District	Education	8,500
Charles Schwab	Financial services	3,800
DISH Network	Satellite television and equipment	1,900
Douglas County	Government	1,491
Sky Ridge Medical Center	Healthcare	1,300
Lockheed	Aerospace and defense	1,300
Kiewit	Construction	1,300
Sequoia One	Professional employer organization	1,000
Western Union	Financial services	900
Wind Crest	Assisted living	900

Sources: Metro Denver Economic Development Corporation; Douglas County School District; and State of Colorado, Department of Labor and Employment, Labor Market Information, all as posted in the Douglas County *Annual Comprehensive Financial Report* for the year ended December 31, 2024.

A brief description of selected major employers located within the Town and their approximate number of employees is listed below. No independent investigation of the stability or financial condition of the employers listed hereafter has been conducted and, therefore, no representation can be made that such employers will continue to maintain their status as major employers in the Town.

Selected Major Employers in the Town of Castle Rock

Name of Employer	Product or Service	Estimated Number of Employees[1]
Douglas County	Government	1,500-2,250
Douglas County School District Re.1	Public education	1,000-1,500
Town of Castle Rock	Government	750-1,000
Castle Rock Adventist Hospital[2]	Healthcare	501-750
Castle Rock Homes/Keller Williams	Real estate	400-550
Wal-Mart	General merchandise retail	300-400
Elite Surface Infrastructure/Rocky Mountain Excavating Inc.	Construction	250-350
Kohl's	Department store	150-250
Brookside Inn	Senior living	150-250
Kroger/King Soopers	Retail grocery	150-200

(1) Full-time employee equivalents that work in the Castle Rock area.
(2) Figure includes Centura employees and private practice employees.

Source: Castle Rock Economic Development Council as posted in the Town of Castle Rock *Annual Comprehensive Financial Report* for the year ended December 31, 2023.

Building Activity

The following two tables provide a history of building permits issued for residential and commercial construction in the Town and in the unincorporated portions of the County for the years indicated.

Building Permit Issuances for New Structures in the Town of Castle Rock

	Single Family		Multi-Family[1]		Commercial/Industrial[2]	
Year	Permits	Value	Permits/Units	Value	Permits	Value
2020	1,060	$325,293,051	293	$51,892,305	59	$52,471,985
2021	1,169	378,739,709	538	64,917,976	70	54,709,076
2022	686	276,818,535	352	79,525,496	77	117,925,732
2023	400	207,802,586	283	45,737,653	25	47,163,619
2024	371	205,824,440	44	7,249,955	11	31,377,977
2025[3]	174	101,770,065	--	--	5	25,737,753

(1) Includes duplexes, townhomes, condominiums and apartments.
(2) This category is all inclusive and may include permits issued for religious buildings and public schools.
(3) Figures are for permits issued from January 1 through June 30, 2025.

Source: Town of Castle Rock Development Services Department.

Building Permit Issuances in Unincorporated Douglas County

	New Residential		New Multi-Family[1]		Commercial[2]	
Year	Permits	Value	Permits	Value	Permits	Value
2020	969	$308,765,238	152	$36,325,996	266	$140,085,634
2021	1,321	428,079,718	283	83,790,699	277	135,856,591
2022	1,096	353,920,875	457	133,598,720	394	158,141,385
2023	741	257,973,140	242	61,902,335	289	181,177,753
2024	930	313,447,062	146	64,119,121	335	137,180,921
2025[3]	314	106,813,455	44	7,746,886	75	46,779,404

(1) Includes apartments, condominiums, duplexes and townhouses.
(2) Includes permits for tenant finish and improvement, and alterations.
(3) Figures are for permits issued from January 1 through April 30, 2025.

Source: Douglas County Building Division.

Foreclosure Activity

The following table presents historical information on foreclosure filings. Such information represents the number of foreclosures filed, but does not take into account the number of foreclosures that were filed and subsequently redeemed or withdrawn.

History of Foreclosures - Douglas County

Year	Number of Foreclosures Filed	Percent Change
2020	98	--
2021	46	(53.1)%
2022	199	332.6
2023	207	4.0
2024	228	10.1
2025[1]	92	--

(1) Figures are for foreclosures filed from January 1 through April 30, 2025.

Sources: Colorado Division of Housing (2020 figure) and the Douglas County Public Trustee's Office (2021-2025 figures).

TAX MATTERS

General Matters

In the opinion of Butler Snow LLP, Special Counsel, under existing laws, regulations, published rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Certificates (including any original issue discount properly allocable to the owner of a Certificate) is excludable from gross income under federal income tax laws pursuant to Section 103 of the Tax Code and interest on the Certificates is not a specific preference item for purposes of the federal alternative minimum tax, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations. Special Counsel is also of the opinion that, under existing State of Colorado statutes, interest on the Certificates is excludable from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Certificates.

The opinions described above assume the accuracy of certain representations and compliance by the Town with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Certificates. Failure to comply with such requirements could cause interest on the Certificates to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Certificates. The Town has covenanted to comply with such requirements. Special Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds. Special Counsel has also expressed no opinion regarding other tax consequences arising with respect to the Certificates under the laws of the State of Colorado or any other state or jurisdiction.

The opinion of Special Counsel does not cover the treatment for federal or Colorado income tax purposes of any monies received in payment of or in respect to the Certificates subsequent to the occurrence of an Indenture Event of Default, an Event of Lease Default or an Event of Nonappropriation.

The accrual or receipt of interest on the Certificates may otherwise affect the federal income tax liability of the owners of the Certificates. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Special Counsel has expressed no opinion regarding any such consequences. Purchasers of the Certificates, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Certificates.

Original Issue Premium

The Certificates that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Premium Certificates"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Certificate

over its stated redemption price at maturity constitutes premium on such Premium Certificate. A purchaser of a Premium Certificate must amortize any premium over such Premium Certificate's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Certificates callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Certificate is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Certificate prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Certificates should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Certificate.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Certificates is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Certificates that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Certificates from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Certificates. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Certificates or the market value thereof would be impacted thereby. Purchasers of the Certificates should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Special Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Certificates, and Special Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

Prospective purchasers of the Certificates are advised to consult their own tax advisors prior to any purchase of the Certificates as to the impact of the code upon their acquisition, holding or disposition of the Certificates.

LEGAL MATTERS

Litigation

The Town Attorney states that, as of the date hereof, to the best of his knowledge, there is no pending lawsuits or threatened litigation against the Town which would restrain or enjoin the Town's ability to enter into the Site Lease or the Lease or to pay Base Rentals under the Lease. The Town is, however, subject to certain pending and threatened litigation regarding various other matters arising in the ordinary course of the Town's business. It is the opinion of the Town Attorney that the Town's level of insurance coverage is adequate and that the pending or threatened litigation will not result in final judgments against the Town which would, individually or in the aggregate, materially adversely affect the Town's financial position or its ability to perform its obligations under the Lease.

Governmental Immunity

The Colorado Governmental Immunity Act, Title 24, Article 10, Part 1, C.R.S. (the "Immunity Act"), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the Town, for injuries which lie in tort or could lie in tort.

The Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: the operation of a non-emergency motor vehicle owned or leased by the public entity; operation and maintenance of any public water, gas, sanitation, electrical, power or swimming facility; a dangerous condition of any public buildings; the operation of any public water facility; and a dangerous condition of a public highway, road or street as provided in the Immunity Act. Immunity is also waived for peace officers who deprive any other person of individual rights under the conditions specified in State law. In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment. The Town may not be held liable under the Immunity Act either directly or by indemnification for punitive or exemplary damages unless the Town voluntarily pays such damages in accordance with State law.

The maximum amounts that may be recovered under the Immunity Act for injuries occurring on or after January 1, 2022, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of $424,000; (b) for an injury to two or more persons in any single occurrence, the sum of $1,195,000; except in such instance, no person may recover in excess of $424,000. These amounts increase every four years pursuant to a formula based on the Denver-Aurora-Greeley Consumer Price Index. The City may increase any maximum amount that may be recovered from the City for certain types of injuries. However, the City may not be held liable either directly or by indemnification for punitive or exemplary damages unless the City voluntarily pays such damages in accordance with State law. The City has not acted to increase the damage limitations in the Immunity Act.

The Town may be subject to civil liability and damages including punitive or exemplary damages and it may not be able to claim sovereign immunity for actions founded upon various federal laws, or other actions filed in federal court. Examples of such civil liability include

suits filed pursuant to 42 U.S.C. § 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. In addition, the Town may be enjoined from engaging in anti-competitive practices which violate the antitrust laws. However, the Immunity Act provides that it applies to any State court having jurisdiction over any claim brought pursuant to any federal law, if such action lies in tort or could lie in tort.

Approval of Certain Legal Proceedings

The approving opinion of Butler Snow LLP, as Special Counsel, will be delivered with the Certificates. A form of the Special Counsel opinion is attached to this Official Statement as Appendix E. Butler Snow LLP, Denver, Colorado, has also acted as Special Counsel to the Town in connection with this Official Statement. Certain matters will be passed upon for the Town by the Town Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, LLP, Denver, Colorado.

Certain Constitutional Limitations

TABOR (Article X, Section 20 of the Colorado Constitution). At the general election on November 3, 1992, the voters of Colorado approved a constitutional amendment known as the "Taxpayers Bill of Rights," which is codified as Article X, Section 20, of the Colorado Constitution ("TABOR"). In general, TABOR restricts the ability of the State and local governments to increase revenues and spending, to impose taxes, and to issue debt and certain other types of obligations without voter approval. TABOR generally applies to the State and all local governments, including governments such as the Town ("local governments"), but does not apply to "enterprises," defined as government-owned businesses authorized to issue revenue bonds and receiving under 10% of annual revenue in grants from all state and local governments combined. Because some provisions of TABOR are unclear, litigation seeking judicial interpretation of its provisions has been commenced on numerous occasions since its adoption. Additional litigation may be commenced in the future seeking further interpretation of TABOR. No representation can be made as to the overall impact of TABOR on the future activities of the Town, including its ability to generate sufficient revenues for its general operations, to undertake additional programs or to engage in any subsequent financing activities.

Voter Approval Requirements and Limitations on Taxes, Spending, Revenues, and Borrowing. TABOR requires voter approval in advance for: (a) any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase, extension of an expiring tax, or a tax policy change causing a net tax revenue gain; (b) any increase in a local government's spending from one year to the next in excess of the limitations described below; (c) any increase in the real property tax revenues of a local government from one year to the next in excess of the limitations described below; or (d) creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, subject to certain exceptions such as the refinancing of obligations at a lower interest rate.

In the opinion of Special Counsel, the Lease does not constitute a "multiple fiscal year obligation" which requires an election under the terms of TABOR.

TABOR limits increases in government spending and property tax revenues to, generally, the rate of inflation and a local growth factor which is based upon, for school districts, the percentage change in enrollment from year to year, and for non-school districts, the actual value of new construction in the local government. Unless voter approval is received as described

above, revenues collected in excess of these permitted spending limitations must be rebated. Debt service, however, can be paid without regard to any spending limits, assuming revenues are available to do so.

The Town's electors have approved several temporary "timeouts" from the TABOR spending limitations, including questions approved at elections held in 2005, 2009 and 2016. Most recently, in November 2021, the Town's voters approved an election question authorizing the Town to retain and spend all Town revenues in excess of the limitations on local fiscal year spending imposed by TABOR for a ten-year period commencing on January 1, 2021, through December 31, 2030. In addition, beginning January 1, 2031, the Town is authorized to retain and spend all Town revenues that do not exceed the "Excess Local Revenue Cap" (defined below) for any given fiscal year, even though such revenues are in excess of the limitations imposed under TABOR. "Excess Local Revenues Cap" for a given fiscal year means an amount that is equal to the highest total Town revenues for a fiscal year from the period of the 2021 fiscal year through the 2030 fiscal year, adjusted in each subsequent fiscal year for inflation, the percentage change in local growth, the qualification or disqualification of enterprise, and debt service changes as provided in TABOR and the Town Code. Any excess revenues must be appropriated by the Council for law enforcement, fire protection, and emergency medical services, and for roads and other transportation purposes. As used in the 2021 election question, "Town revenues" means all revenues except: (1) revenues excluded from Town fiscal year spending under the express provisions of TABOR or judicial interpretations of TABOR; (2) revenues of any enterprise of the Town so long as it is qualified as an enterprise under TABOR; and (3) voter-approved revenue changes approved by Town voters prior to November 2, 2021.

Emergency Reserve Funds. TABOR also requires local governments to establish emergency reserve funds. The reserve fund must consist of at least 3% of fiscal year spending. TABOR allows local governments to impose emergency taxes (other than property taxes) if certain conditions are met. Local governments are not allowed to use emergency reserves or taxes to compensate for economic conditions, revenue shortfalls, or local government salary or benefit increases. The Town has budgeted emergency reserve funds as required by TABOR.

Other Limitations. TABOR also prohibits new or increased real property transfer tax rates and local government income taxes. TABOR allows local governments to enact exemptions and credits to reduce or end business personal property taxes; provided, however, the local governments' spending is reduced by the amount saved by such action. With the exception of K-12 public education and federal programs, TABOR also allows local governments (subject to certain notice and phase-out requirements) to reduce or end subsidies to any program delegated for administration by the general assembly; provided, however, the local governments' spending is reduced by the amount saved by such action.

Police Power

The obligations of the Town are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the federal constitution, including bankruptcy.

MUNICIPAL ADVISOR

Hilltop Securities Inc., Denver, Colorado (the "Municipal Advisor") has served as Municipal Advisor to the Town with respect to the Certificates. As the Town's municipal advisor, the Municipal Advisor has assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring, rating and issuance of the Certificates. In its role of Municipal Advisor to the Town, the Municipal Advisor has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in the Official Statement and the appendices hereto.

INDEPENDENT AUDITORS

The basic financial statements of the Town for the fiscal year ended December 31, 2024, included in this Official Statement as Appendix A, have been audited by Forvis Mazars, LLP, certified public accountants, Denver, Colorado, to the extent and for the period indicated in their report attached hereto.

The Town will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. Forvis Mazars, LLP, the Town's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this Official Statement.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), is expected to assign the Certificates the Rating shown on the cover of this Official Statement. An explanation of the significance of any ratings given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041.

Such rating reflects only the views of the rating agency, and there is no assurance that the rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price or liquidity of the Certificates. Except for its responsibilities under the Disclosure Certificate, the City has not undertaken any responsibility to bring to the attention of the owners of the Certificates any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, Denver, Colorado (the "Underwriter") has agreed to purchase the Certificates from the Town pursuant to a Certificate Purchase Agreement at a purchase price equal to $75,280,272.50 (which is equal to the par amount of the Certificates, plus net original issue premium of $3,020,472.50, and less Underwriter's discount of $290,200.00). The Underwriter is committed to take and pay for all of the Certificates if any are taken.

The Underwriter intends to offer the Certificates to the public at the offering prices or yields set forth on the inside cover page of this Official Statement. The Underwriter may allow

concessions from the public offering price to certain dealers who may reallow concessions to other dealers. After the initial public offering price, prices may be varied from time to time by the Underwriter, and the Certificates may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell such Certificates into investment accounts.

OFFICIAL STATEMENT CERTIFICATION

The preparation and distribution of this Official Statement has been authorized by the Town. This Official Statement is hereby duly approved by the Town as of the date on the cover page hereof.

TOWN OF CASTLE ROCK, COLORADO

By: */s/ Trish Muller*
Finance Director

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF THE TOWN FOR THE FISCAL YEAR ENDED DECEMBER 31, 2024

NOTE: The audited basic financial statements of the Town included in this Appendix A have been excerpted from the Town's ACFR for the year ended December 31, 2024. The table of contents, introductory section, individual fund budgetary statements, and other items referred to in the auditor's report attached hereto has purposely been excluded from this Official Statement. Such information provides supporting details and is not necessary for a fair presentation of the basic financial statements of the Town.

APPENDIX B

CERTAIN DEFINITIONS AND DOCUMENT SUMMARIES

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Certificates, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Certificates will be made to Cede& Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Town or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest or redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the Town or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Certificate certificates are required to be printed and delivered.

The Town may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Town believes to be reliable, but the Town takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX E

FORM OF OPINION OF SPECIAL COUNSEL

94906860.v1

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Town of Castle Rock, Colorado (the "Issuer") in connection with the authorization, execution, and delivery of the Lease Purchase Agreement, dated as of February 3, 2026 (the "Lease"), between UMB Bank, n.a., solely in its capacity as trustee under the Indenture described herein (the "Trustee"), as lessor, and the Issuer, as lessee, and the execution and delivery of the Certificates of Participation, Series 2026, in the aggregate principal amount of $[_____] (the "Certificates"). The Certificates are being issued pursuant to the Indenture of Trust, dated as of February 3, 2026 (the "Indenture") executed by the Trustee. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC").

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Fiscal Year" shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at http://emma.msrb.org.

"Official Statement" means the final Official Statement prepared in connection with the Certificates.

"Participating Underwriter" shall mean the original underwriter of the Certificates required to comply with the Rule in connection with an offering of the Certificates.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer's Fiscal Year, commencing nine (9) months following the end of the Issuer's Fiscal Year ending December 31, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if any. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer: it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Certificates.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Certificates. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Certificates:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of bondholders, *if material*;

(8) Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Certificates, *if material;*

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Certificates; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Certificates, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture or the Lease, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

[The remainder of this page intentionally left blank.]

DATE: February 3, 2026.

TOWN OF CASTLE ROCK, COLORADO

By:_____
Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Town of Castle Rock, Colorado
Name of Bond Issue:	$[_____] Certificates of Participation, Series 2026
Date of Issuance:	February 3, 2026
CUSIP Number:	14848P ___

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Certificate dated February 3, 2026. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

TOWN OF CASTLE ROCK, COLORADO

By:_____
Mayor

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

The information to be updated may be reported in any format chosen by the Town; it is not required that the format reflected in the Official Statement be used in future years. The budget information contained in the General Fund budget summary and comparison table is to be satisfied with the current year budget information found in the ACFR.

History of Sales and Use Tax Collections
Ten Largest Sales Tax Generators - 2025
Budget Summary and Comparison - General Fund
General Fund - History of Revenues, Expenditures and Changes in Fund Balance

ORDINANCE CONCERNING THE FINANCING OF THE CONSTRUCTION OF A FIRE STATION WITH ASSOCIATED AMENITIES AND SUPPORTING PUBLIC IMPROVEMENTS

DECEMBER 2, 2025

TOWN OF CASTLE ROCK COLORADO

BACKGROUND

- The Town is ready to move forward with the construction of Fire Station 156 to serve the Castle Oaks and Liberty Village neighborhoods.
- It is anticipated that the station will house an engine and a type-6 brush truck, with staffing to consist of one lieutenant, one engineer, and one to two firefighters.
- The station will also house the CRFRD Logistics Center, where fire apparatus maintenance will take place, and equipment supply will be centralized.

PROJECT FINANCING

- The costs of constructing Fire Station 156 will be financed primarily through the issuance of approximately $8,300,000 in tax-exempt certificates of participation (COP's).
- All remaining amounts necessary to fund the costs of such construction (approximately $6,300,000) will be provided by means of an interfund loan from the TABOR Fund to the Fire Capital Fund.
- The ordinance that Town Council is being asked to consider at tonight's meeting sets forth the parameters of the COP financing.

LEASE-BACKED FINANCING – WHO'S INVOLVED

- The Town of Castle Rock
- UMB Bank – the Trustee
- Hilltop Securities – the Town's financial advisor
- Butler Snow – the Town's bond counsel
- Stifel Nicolaus – the Underwriter
- Stradling Law – the Underwriter's counsel

LEASE-BACKED FINANCING – HOW IT WORKS

- The Town is the owner of a 4.925-acre parcel of land within the Villages at Castle Rock Subdivision upon which Fire Station 156 will be constructed (the "Fire Station Parcel").
- The Town, as lessor, will enter into a Site Lease Agreement with the Trustee, as lessee, for the Leased Property (i.e., the Fire Station Parcel and the buildings and improvements to be located thereon).
- The Trustee, as lessor, will enter into a Lease Purchase Agreement with the Town, as lessee, for the Leased Property (commonly referred to as a "leaseback").

LEASE-BACKED FINANCING – HOW IT WORKS

- Per the terms of the Lease Purchase Agreement, the Town will make rental payments to the Trustee.
- The Town will make these rental payments twice annually over a 30-year period (i.e., the lease term").
- For federal and state income tax purposes, the rental payments will include both a principal and interest component.
- At the end of the lease term, the Town may pay the then applicable purchase option price and acquire full title to the Leased Property (Please note: the Lease Purchase Agreement will provide a prepayment option for the Town).

LEASE-BACKED FINANCING – HOW IT WORKS

- The Trustee will execute and deliver an Indenture of Trust, pursuant to which the Trustee will issue Certificates of Participation (COP's).
- A COP is a financing instrument that allows an investor to purchase a share of rental payments from a Town lease (as opposed to purchase a bond that is secured by Town revenues).
- The Trustee will then enter into a Certificate Purchase Agreement with the Underwriter, who will offer the COP's for sale to investors.
- The net proceeds from the sale of the COPs will be used by the Town to finance the Sports Development Center.

LEASE-BACKED FINANCING – ADVANTAGES

- The use of lease-backed financing in Colorado was first approved in the case of *Gude v. City of Lakewood*, 636 P.2d 691 (1981), as an exception to the election requirements concerning general obligation debt in the Colorado Constitution.
- Lease-backed financings are also exempt from the election requirements in the TABOR Amendment – *County of Boulder v. Dougherty, Dawkins, Strand & Bigelow, Inc.*, 890 P.2d 199 (Colo. App. 1994).
- The reason for these decisions is that the Town's obligation to make rental payments is subject to the annual appropriation of funds by the Town Council.
- The COP's are secured by the Trustee's leasehold interest – in other words, if the Town "walks away" from the lease, the Trustee is free to find another operator.

LEASE-BACKED FINANCING – PARAMETERS

- Town Council is delegating to the Town Manager and the Finance Director authority to approve the final financing terms, subject to the following parameters:
  - The Site Lease termination date shall be no later than December 31, 2065;
  - The Lease term shall not extend beyond December 31, 2055;
  - The aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease shall not exceed $8,300,000;
  - The maximum annual repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed $725,000;
  - The maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease shall not exceed $17,000,000;
  - The Lease shall be subject to prepayment at the option of the Town, without penalty, no later than December 1, 2036; and
  - The maximum net effective interest rate on the interest component of the Base Rentals relating to the 2025 Certificates shall not exceed 5.25%.

BUDGETARY IMPACTS TO THE TOWN

- The Town will be financing a maximum of $8,300,000 in costs for the construction of the sports development center and associated public infrastructure.
- The maximum total repayment amount will not exceed $17,000,000.
- The maximum annual repayment amount will not exceed $725,000.

TOWN OF CASTLE ROCK COLORADO

"I MOVE TO APPROVE ORDINANCE NO. 2025-___ AS INTRODUCED BY TITLE."

"I MOVE TO APPROVE ORDINANCE NO. 2025-___ AS INTRODUCED BY TITLE, WITH THE FOLLOWING CONDITIONS: _____."

"I MOVE TO CONTINUE ORDINANCE NO. 2025-___ TO THE TOWN COUNCIL MEETING ON _____."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 13. **File #:** RES 2025-152

To: Honorable Mayor and Town Council

Through: David L. Corliss, Town Manager

From: Kristin Read, Assistant Town Manager

Resolution Amending the Policies and Procedures for the Nonprofit Funding Programs for the Town of Castle Rock

Executive Summary

When awarding the third quarter Council Community Grants on September 16, Council requested that staff bring back information on ways the program's criteria could be tightened up. Staff followed up on that direction with a discussion at the November 18 Council meeting, and Council decided on several changes to the program. The resolution before Council tonight would implement the changes that were discussed on November 18.

Discussion

Council during its November 18 discussion considered about 10 ways that it might tighten up the Council Community Grant Program's criteria. Ultimately, Council directed staff to proceed with these changes:

1. Increase the annual program budget to $20,000, with quarterly disbursements not to exceed $5,000.

2. Give preference to Castle Rock-based organizations, rather than those located outside of Castle Rock but serving Castle Rock residents.

3. Redirect performing and visual arts applicants to the Art and Culture Grant program that was established this year.

4. Specify that youth sports 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.

5. Have staff prioritize quarterly applications based upon the criteria and recommend a top five; only those organizations will be recommended for grants and invited to the Town Council meeting at which they are awarded.

6. Require grantees cycle out of applying for one year after receiving grants two years in a row.

These changes - which would take effect for grants beginning in 2026 - are reflected in ***Exhibit 1*** to the Resolution (**Attachment A**). The update also reflects an increase in funding for the Philip S. Miller Resource Grant Program, to align with current appropriations and awards, and makes minor updates for formatting and to reflect current program practices.

Staff Recommendation

Staff recommends that Council approve Resolution No. 2025-XX: A Resolution Amending the Policies and Procedures for the Nonprofit Funding Programs for the Town of Castle Rock.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Resolution
Exhibit 1: Policies and Procedures Philip S. Miller Resource Grant Program for Nonprofit Organizations, Council Community Grant Program for Nonprofit Organizations

RESOLUTION NO. 2025-152

A RESOLUTION AMENDING THE POLICIES AND PROCEDURES FOR THE NONPROFIT FUNDING PROGRAMS FOR THE TOWN OF CASTLE ROCK

WHEREAS, the Town Council adopted Resolution No. 2011-42, establishing the Policies and Procedures for Nonprofit Funding Programs, which it amended with Resolution No. 2013-25; and

WHEREAS, the Town Council desires to further amend the Policies and Procedures for the Nonprofit Funding Programs as set forth in the attached ***Exhibit 1***.

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

Section 1. **Adoption**. The Policies and Procedures of the Nonprofit Funding Program are hereby adopted in substantially the same form as presented in ***Exhibit 1*** 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.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason E. Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Kristin Read, Assistant Town Manager

Exhibit 1

POLICIES AND PROCEDURES

PHILIP S. MILLER RESOURCE GRANT PROGRAM FOR NONPROFIT ORGANIZATIONS

COUNCIL COMMUNITY GRANT PROGRAM FOR NONPROFIT ORGANIZATIONS

UPDATED DECEMBER 2, 2025

The nonprofit program breaks down allocations into two categories: the Philip S. Miller Resource Grant Program and the Council Community Grant Program. The **Philip S. Miller Resource Grant Program** funding supports the large annual grant requests; the **Council Community Grant Program** supports smaller requests. The Philip S. Miller Resource Grant Program is geared toward the support of social and human services, and the Council Community Grant Program is community based. The application process and requirements are relative to the size of the grants awarded.

Philip S. Miller Resource Grant Program Requests

Philip S. Miller Resource Grant Program appropriations will be funded by monies from the PS Miller Trust Fund. The annual budget set for this program will be $45,000. A cap of five individual grants shall be awarded annually. The budget for this program will be reviewed annually by Council and approved along with the annual budget.

The current Town Code Section 3.20 includes the following distribution schedule. This schedule will be retained for Philip S. Miller Resource Grant Program requests. The distribution schedule may be modified based on the determination of monetary limits and grant allocation caps.

Appropriation Amount	***Distribution***
$0 – $10,000	Full payment in January
$10,001 – $20,000	Equal semi-annual payments (Jan./Jul.)
More than $20,000	Equal quarterly payments (Jan./Apr./Jul./Oct.)

A. Eligibility Requirements

Qualified applicants must meet the following criteria for the Philip S. Miller Resource Grant Program:

1. Organizations currently approved and operating for a minimum of five years pursuant to the terms of the Internal Revenue Code as;
   a. 501(c)(3) — An organization may qualify for exemption from federal income tax if it is organized and operated exclusively for one or more of the following purposes: religious, charitable, scientific, testing for public safety, literary, educational, fostering national or international amateur sports competition, the prevention of cruelty to children or animals. To qualify, the organization must be a corporation, community chest, fund or foundation. A trust is a fund or foundation and will qualify. However, an individual or a partnership will not qualify. (Internal Revenue Service, IRS.gov)

   OR

   b. 501(c)(19) — To be exempt under Internal Revenue Code section 501(c)(19), an organization must be either (A) a post or organization of past or present members of the United States Armed Forces (USAF); (B) an auxiliary unit or society of such post or

organization; or (C) a trust or foundation for such post or organization. (Internal Revenue Service, IRS.gov)

AND

2. Funding request must include provisions for the necessities of life as listed below:
   a. Water
   b. Energy
   c. Food
   d. **OR** shelter assistance

B. Applications

1. Applications must include overview of the organization's mission, proof of nonprofit status, category (as defined above) and purpose of requested funds.

2. Qualifying applications must demonstrate the project or service:

   a. Provides services or benefits to a significant percentage of Castle Rock residents,
   b. Supports the Town's strategic vision,
   c. And is or will be supported by additional funding outside of potential support from Castle Rock (must list proposed funding sources, dollar amounts from each and total dollar amount for project or service).
   d. The organization must demonstrate the ability to produce measurable results with municipal funds from previous projects. If the organization had previously requested funding for the same project, this will need to be listed on the application. Within 90 days of completion, recipients would be requested to prepare and submit a summary report of how the funds were used, the impact on the Castle Rock community and how the project or services supported the Town's strategic vision.

C. Evaluation Process

Due to the requirements of the Philip S. Miller Resource Grant Program grant program, a concise application and evaluation process has been established. The Finance Department will coordinate the application process for the Public Safety Commission.

1. Philip S. Miller Resource Grant Program applications must define the program's mission and description of the qualifying organization and then contain the following sections:
   a. Category selection (based on inclusion of provisions for the necessities of life as described in Eligibility Requirements).
   b. Proof of nonprofit status
   c. Description of project or service's benefit to Castle Rock residents and its support of the Town's strategic vision
   d. Sources of additional funding
   e. History of grants awarded to the organization by the Town of Castle Rock
2. Award letters will be sent out by the Finance Department to applicants approved by Council. Letters will include the amount awarded, which program or project the funds are to be used for, and a summary report form to be submitted 90 days after the project's completion.

D. Organizational Structure

The following outlines the program's organizational structure.

1. Advisory Committee

Applications for the Philip S. Miller Resource Grant Program will be forwarded to the Public Safety Commission for review and recommendations. The Public Safety Commission will perform the initial review and evaluation process for the Philip S. Miller Resource Grant Program and make recommendations to Council. The Committee will score applicants using a standard evaluation for both the written application and presentation. The Public Safety Commission will submit no more than five Philip S. Miller Resource Grant Program applications to Council for review.

2. Town Council

Council will evaluate the recommendations presented by the Public Safety Commission for the Philip S. Miller Resource Grant Program and will make the final determination as to which projects, programs and organizations receive funding, as well as the amounts awarded to each.

E. Schedule

Section 3.20.040 of the Municipal Code states applications must be received by August 1 and monies will be awarded in January of the following year.

Council Community Grant Program Funding Requests

The Council Community Grant Program will be funded by monies from the General Fund. 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. Council Community Grant Program funds are for specific nonprofit organizations for community-based projects.

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. Council Community Grant Program applicants will submit an application to the Finance Department, which will evaluate the requests based upon these criteria and present up to five per quarter to Town Council for review. Preference will be given to organizations located within Castle Rock, as well as to applicants that have not received grants previously. 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.

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. Applications can be submitted on an as-needed basis and will be reviewed quarterly. Applications not approved in the previous quarter would still be subject to approval if the request remains valid upon the next quarterly review:

The application includes the following:

1. Name and description of organization
2. Proof of nonprofit status
3. Description of specific project for which funds are requested
4. Eligible project area for which funds are requested
5. Amount requested
6. How the project benefits Castle Rock residents

Timeline

Budget approved	By Dec. of previous year
1st Quarterly review and approval of Council Community Grant Program applications	March 15 Awarded April 15
2nd Quarterly review and approval of Council Community Grant Program applications	June 15 Awarded July 15

Philip S. Miller Resource Grant Program applications due	Aug. 1
Prequalification of Philip S. Miller Resource Grant Program fund applications by Public Safety Commission	Sept. 1-30
3rd Quarterly review and approval of Council Community Grant Program applications	September 15 Awarded October 15
Council reviews and approves Philip S. Miller Resource Grant Program recommendations from Public Safety Commission	Nov. 1-23
Award letters issued for approved Philip S. Miller Resource Grants	Dec. 1-15
4th Quarterly review and approval of Council Community Grant Program applications	December 15 Awarded January 15

Due dates for Council Community Grant Program applications are not stated, as this will allow staff to simply review requests submitted since the last quarterly review.

RESOLUTION AMENDING NONPROFIT GRANT POLICY

DECEMBER 2, 2025
TOWN COUNCIL

TOWN OF CASTLE ROCK COLORADO

DIRECTION PROVIDED NOV 18

1. Increase the annual program budget to $20,000, with quarterly disbursements up to $5,000. This can be accommodated within the 2026 General Fund budget

   The Council Community Grant Program will be funded by monies from the General Fund. 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.

2. Give preference to Castle Rock-based organizations (under current criteria, organizations based outside of Castle Rock are eligible as long as they serve Castle Rock residents)

   Preference will be given to organizations located within Castle Rock,

3. Redirect performing and visual arts applicants to the Art and Culture Grant program that was established this year

   ~~and community-based performing and visual arts programs and activities.~~

4. Specify that youth sports 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

5. Have staff prioritize quarterly applications based upon the criteria and recommend a top five; only those organizations will be recommended for grants and invited to the Town Council meeting at which they are awarded

   Council Community Grant Program applicants will submit an application to the Finance Department, which will evaluate the requests based upon these criteria and present up to five per quarter to Town Council for review.

6. Require grantees cycle out of applying for one year after receiving grants two years in a row

   If an organization is awarded a grant two years in a row, it must sit out a year before becoming eligible for future awards.

QUESTIONS?

PROPOSED MOTION:

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

Alternative Motions:

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

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

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 14. **File #:** RES 2025-153

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Jeff Brauer, Director of Parks and Recreation

Resolution Approving the Castle Rock Parks and Recreation Department 2025-2027 Strategic Plan

Executive Summary

Approval is requested for a Resolution Approving the Town of Castle Rock Parks and Recreation Department Strategic Plan. The plan sets near-term priorities to sustain and enhance the Town's system of 25 parks, more than 4,000 acres of open space, 104 miles of trails, two full-service recreation facilities, five pools, and Red Hawk Ridge Golf Course. The direction of the plan is guided by Town Council's vision and by the community's vision reflected in recent community survey results. It aligns with the Town's 2030 Comprehensive Master Plan and the department's master plan.

The 2025-2027 Strategic Plan builds upon the Town's long-standing commitment to thoughtful growth, fiscal responsibility and community character. It establishes a forward-looking framework for three years, focusing on proactive planning, infrastructure investment and resident well-being. The plan aligns with the Town's vision of preserving Castle Rock's unique identity while preparing for future population, infrastructure and economic demands.

The plan also provides a clear framework to guide budget priorities and resource allocation across the department's supporting funding mechanisms. By aligning operational and capital initiatives with sustainable funding sources-including sales and use tax revenues, user fees, enterprise operations, grants and impact fees-the plan ensures continued investment in quality facilities, trail connections, open space stewardship and community programming. This disciplined approach reinforces the Town's commitment to fiscal responsibility while meeting growing community needs.

The department's proven track record demonstrates its capacity to deliver on strategic priorities. Recent achievements such as the Lost Canyon Ranch open space acquisition, construction of Emerald Park, renovation of Butterfield Crossing Park featuring the inclusive Possibilities Playground, the renovation of Centennial Park, completion of the Front Range Trail in Castle Rock, and continued enhancements to the Recreation Center, MAC, Cantril School and Red Hawk Ridge Golf Course, exemplify effective planning and execution. Together, these accomplishments position the department to successfully implement the 2025-2027 Strategic Plan and continue providing

exceptional parks, recreation and open space experiences for residents.

The following section highlights the plan's featured projects and goals that will shape the next three years of community investment and progress by division:

Parks, Open Space and Trails

- Activate Lost Canyon Ranch Open Space - provide public access in 2026
- Complete the design and construction of the Industrial Tributary Trail, connecting downtown Castle Rock to Philip S. Miller Park
- Officially open the Santa Fe Quarry Trail to the public in the Red Hawk
- In partnership with Douglas County, execute the Cobblestone/Macanta Open Space master plan including trails, trailheads and signage
- In partnership with Castle Rock Water, restore The Grange fishing pond

Recreation

- Construct and activate the Castle Rock Sports Development Center
- Implement lifecycle improvements at the Recreation Center and Miller Activity Complex, including track resurfacing, HVAC improvements, locker room renovations, pool mechanical upgrades, toddler area and flooring replacements, enhanced pool lighting and back-up boiler installation
- At Cantril School, rehabilitate the parking lot, renovate the gym and auditorium, complete a grounds master plan, replace the windows and the 1890s building roof, and expand arts and enrichment programming (including pottery kilns and equipment)
- Build on the success of community events such as the Summer Concert Series, Western Heritage Cattle Drive and the Castle Rock Trail Festival - expand programming partnerships and cultural offerings, enhance event experiences through improved logistics and engagement and continue fostering a strong sense of community identity and connection through recreation

Park Maintenance and Operations

- Implement ADA transition plan fixes, expand the use of security cameras and complete LED light conversions across parks
- Complete Rock Park access/rock scaling solutions
- Fully deploy Cartegraph for asset management
- Continue the 5 year court resurfacing cycle as needed
- Hire and deploy an additional staff to assist with the management of Lost Canyon Ranch Open Space

Golf - Red Hawk Ridge Golf Course

- Replace the irrigation main station and booster pumps
- Complete parking lot repairs
- Lease new lithium battery golf cart fleet
- Maintain Audubon Cooperative Sanctuary designation
- Retire remaining debt in 2027

Administration

- Maintain CAPRA accreditation by submitting annual reports, preparing for the five-year review and updating key departmental policies
- Define key performance indicators for each division and launch dynamic monthly dashboards that meet HB 21-1110 accessibility standards; transition maps, planning documents and other media to accessible formats
- Develop a grants and awards pipeline by identifying funding opportunities, preparing competitive applications with complete budgets and timelines and submitting departmental award applications to elevate visibility and secure external funding
- Expand customer-facing technology through greater use of AllTrails for alerts and closures, deployment of TRAFx counters for visitation data, analysis of events through Placer.AI and enhanced social-media presence via Facebook and Instagram

Notification and Outreach Efforts

Public engagement was a key component in developing the 2025-2027 Strategic Plan. The process began with internal workshops across all Parks and Recreation divisions to identify operational needs and improvement opportunities. Staff then incorporated extensive community input gathered through the 2023 and 2025 Community Surveys and additional online questionnaires, which provided insight into residents' priorities, satisfaction levels and emerging recreation needs. Additional feedback came from user satisfaction surveys, stakeholder discussions and public meetings. Together, this feedback guided the refinement of the plan's goals and measurable objectives to ensure alignment with community expectations and the Town's 2030 Comprehensive Master Plan. The final draft reflects both staff expertise and the community's collective vision for the future of Castle Rock's parks, recreation, trails and open space system.

Budget Impact

There is no direct budget impact associated with the adoption of the strategic plan. The item is limited to the presentation and acknowledgment of the plan. Individual projects and initiatives outlined in the plan will be incorporated into the Town's annual budget process and presented to Town Council for approval as part of future budget actions.

Staff Recommendation

Staff recommend approving the Resolution as introduced by title.

Proposed Motion

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

Alternate Motions

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

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

Attachments

Resolution
Strategic Plan

RESOLUTION NO. 2025-153

A RESOLUTION APPROVING THE CASTLE ROCK PARKS AND RECREATION DEPARTMENT 2025-2027 STRATEGIC PLAN

WHEREAS, the Parks and Recreation Department (the "Department") has prepared a three-year strategic plan with the goal of bringing focus to those aspects of the Department that need attention, improvement and change (the "2025 – 2027 Strategic Plan"); and

WHEREAS, the 2025 – 2027 Strategic Plan serves as a key resource for achieving the goals set forth in the Town's 2030 Comprehensive Master Plan and the Parks, Recreation, Trails and Open Space Master Plan; and

WHEREAS, the Department recommends Town Council approve and adopt the 2025 – 2027 Strategic Plan; and

WHEREAS, Town Council finds that the 2025 – 2027 Strategic Plan constitutes a sound and appropriate guide for the Department's growth and development over the next three years, including all necessary goals, policies and implementation strategies.

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

Section 1. **Adoption**. The 2025 – 2027 Strategic Plan is hereby approved as budget allows, in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Jeff Brauer, Director of Parks & Recreation

TOWN OF CASTLE ROCK
PARKS & RECREATION

Castle Rock

PARKS & RECREATION

Strategic Plan
2025 to 2027



LEARN MORE

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parks@CRgov.com

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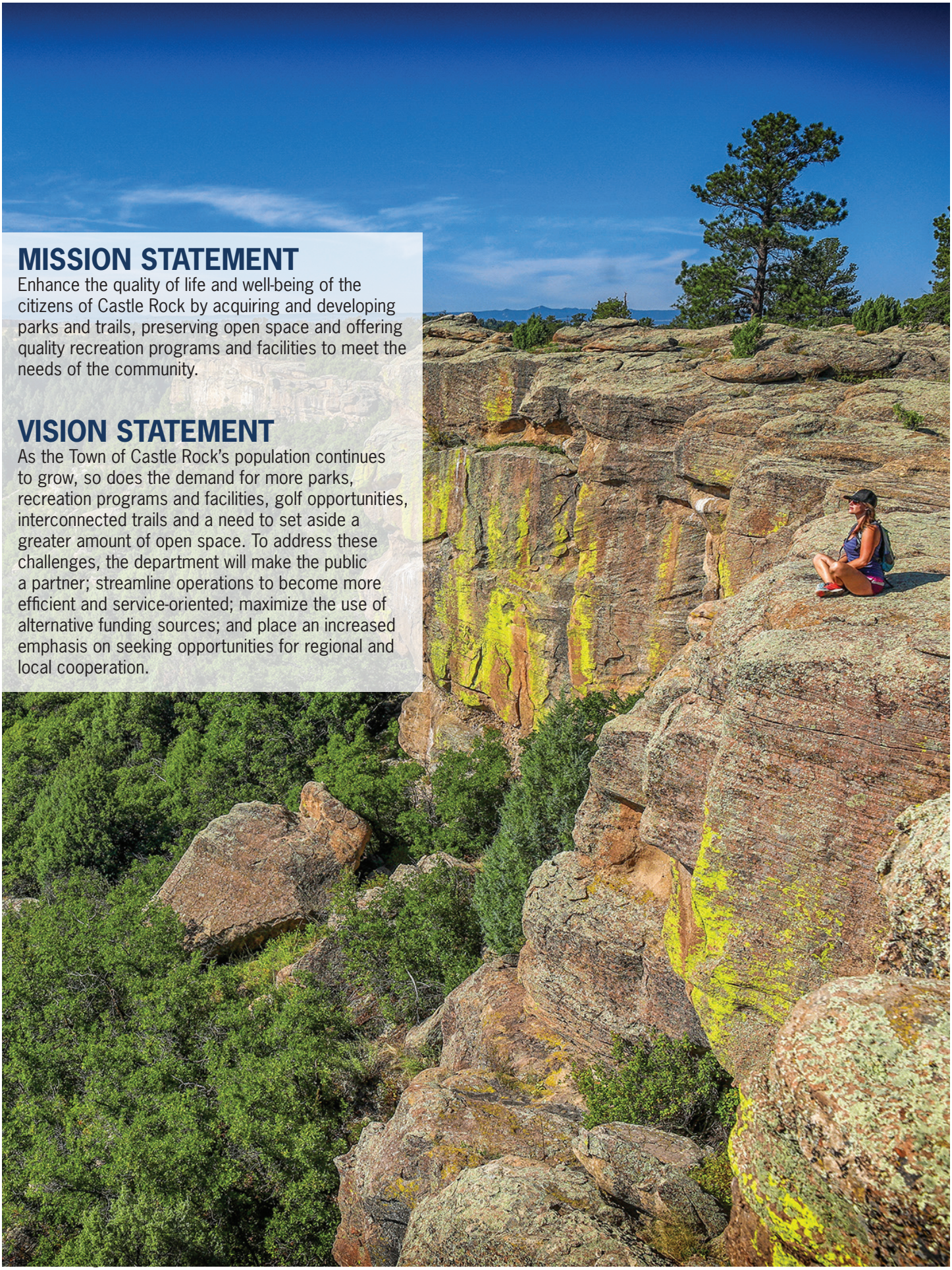
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MISSION STATEMENT

Enhance the quality of life and well-being of the citizens of Castle Rock by acquiring and developing parks and trails, preserving open space and offering quality recreation programs and facilities to meet the needs of the community.

VISION STATEMENT

As the Town of Castle Rock's population continues to grow, so does the demand for more parks, recreation programs and facilities, golf opportunities, interconnected trails and a need to set aside a greater amount of open space. To address these challenges, the department will make the public a partner; streamline operations to become more efficient and service-oriented; maximize the use of alternative funding sources; and place an increased emphasis on seeking opportunities for regional and local cooperation.

MESSAGE
From the Director



Castle Rock has been recognized as a leader in responsive and responsible governance. Consistent with efforts by the National Recreation and Parks Association (NRPA), we have focused on the three pillars of parks and recreation: Conservation, Health and Wellness and Social Equity by preserving open space, providing world class recreation facilities, integrating parks and trails with neighborhoods and ensuring that our customers have reasonable access to programs and facilities.

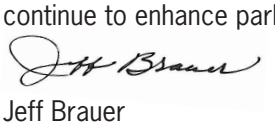
The Parks and Recreation Department has a continued record of success including the prestigious American Academy of Parks and Recreation National Gold Medal Award, and has earned accreditation from Commission for Accreditation of Park and Recreation Agencies (CAPRA). 2023 and 2025 Community Survey results indicate that residents believe the access they have to parks and trails is of good value to them. National publications like Money Magazine, American City and County and others have listed Castle Rock as a great place to live and raise a family. Parks and recreation play a unique role in the growth of the community, participating throughout the lives of our customers by offering spaces, places and opportunities. Staff continue to bring their talent, expertise and passion to serve the public.

Douglas County was recently named the most physically active county in the nation and the third healthiest community in the country, tasking the department with meeting high expectations for varied fitness and recreational opportunities. Residents overwhelmingly identify parks, open space, trails and events as being key factors in defining community character and enhancing quality of life. To meet these expectations, we manage 25 parks, over 4,000 acres of open space, 104 miles of trails, two full service recreation facilities, five pools, a maintenance service center and a championship golf course.

The Parks and Recreation Department was created in 1977, when Castle Rock had a population of just 2,000 residents. Today, we serve a population of over 87,000. Growth has driven the need for facilities and the demographics of Castle Rock are changing with that growth. The organization must be dynamic and flexible to adjust programming to the community need and lifestyle changes.

New home construction and fees paid for residential building permits fund new parks and indoor recreation facilities. With the decrease in permit applications, the Town may need to adjust the timing or scale of new facilities if this trend continues. Additionally, a reduction in the growth of sales tax impacts the Town's General Fund and Community Center Fund, which ultimately affects operations and service delivery. These changes in funding require the department to leverage alternative sources of funding, such as grants, public/private partnerships, sponsorships, lease use agreements, the newly voter-approved Lodging Tax and the overwhelming extension of Douglas County Shareback.

Over the next three years the department will continue to expand open space access through the activation of Lost Canyon Ranch, meet the demand for recreation programming through planning for the proposed Sports Development Center, and continue to enhance parks and trails.



Jeff Brauer
Director of Parks and Recreation
CPRE/PLA

STRATEGIC PLAN
Overview & Process

INTRODUCTION
In contrast to a comprehensive plan, this short-term plan does not include everything that the organization does, but brings focus to those aspects of parks and recreation that need attention, improvement and change. The Strategic Plan allows the Parks and Recreation Department to adapt to a dynamic external environment and remain flexible with internal resources for optimal performance. The Master Plan and Strategic Plan serve as justification for many endeavors during the annual budget process and 5-year Capital Improvement Plan. This three-year Strategic Plan is another step on the staircase to accomplishing the Town's 2030 Comprehensive Master Plan and the Parks, Recreation, Trails and Open Space Master Plan.



PROCESS
The process for developing this Strategic Plan began with internal study sessions involving employees from each division. These sessions aimed to identify areas within the department that required attention, improvement or change. This internal perspective was then complemented by external feedback gathered from various sources. Data from the 2023 and 2025 Community Surveys was examined to understand the broader community's concerns and priorities, and user satisfaction surveys from existing programs provided insights into specific areas of success and areas needing enhancement.

FUNDING
Sources

For this Strategic Plan, it is important to understand the funding sources for the Parks and Recreation Department. Nine funds account for Parks and Recreation services.



FUNDING SOURCES

COMMUNITY CENTER FUND
This budget includes funding for the operations and maintenance of the Castle Rock Recreation Center, Miller Activity Complex and outdoor pools. Revenue is received primarily through sales tax, building use tax, motor vehicle tax and user and programming fees, with ancillary revenue generated through sponsorships, independent contractors and facility use fees. The percentage of tax revenue dedicated to the Community Center Fund is subject to annual appropriation from Town Council and has ranged from .19 percent to .25 percent.

GOLF FUND
This budget includes funding for the operations and maintenance of the golf course. Revenue is derived from golf rounds, programs, lessons and food and beverage. The Golf Fund is an enterprise fund and cannot receive more than 10 percent support from taxes by law.

GENERAL FUND PARKS DEPARTMENT
This budget includes funding for a variety of government services, including some parks projects, the maintenance of developed parks, streetscapes, open space and trails. It also funds employees and related expenses within the parks division. Funding is provided through sales tax revenue.

GENERAL FUND PARKS CAPITAL
Enacted by voters, a portion of sales tax funds trail improvements throughout Castle Rock. As a result, the Annual Trail Improvements account receives $775,700 annually, increasing 5% per year from the Town's Transportation Fund in addition to outside contributions, such as grant support.

CONSERVATION TRUST FUND
This budget includes funding for open space purchases and the development and renovation of qualifying parks, outdoor recreation facilities and parks infrastructure. Revenue is derived from the Colorado Lottery, Douglas County Open Space Share back, recreation field fees and investment interest.

LODGING TAX
This budget includes funding for personnel, park and downtown streetscape projects and public art maintenance. Revenue is derived from sales tax charged to lodging.

PARKS AND RECREATION CAPITAL FUND
This fund is generated from impact fee rates set by Town Council. This budget funds new construction, expansion and improvement of Town parks and recreation facilities. Revenue is generated from residential building permits.

GENERAL LONG TERM PLANNING FUND
The General Long Term Planning Fund was established to identify a source to prioritize and perform needed repairs, improvements and replacement of Town facilities, technology and infrastructure. This fund is managed by the Town Manager's office. This fund is utilized for the maintenance and repairs of synthetic turf fields and concrete safety repairs on existing trails.

PHILIP S. MILLER TRUST FUND
This fund accounts for donations made to the Town from the Philip S. Miller Trust. These funds are used to finance community service programs including financial support for the senior center, the museum, public art and the local chamber of commerce. The Town Council manages this Trust fund. This fund is also utilized for funding certain community events.

STRATEGIC THEMES
Community Needs

The strategic themes in this plan provide high-level guiding strategies that form the basis of the department's operational model and influence the plan's more-specific and measurable objectives. The themes represent community-identified priorities and resulted from community survey data, user satisfaction surveys from programs, internal focus groups and public meetings.

1. Enhance quality of life by ensuring new development provides adequate parks, open space and trails to serve the needs of a growing population.
2. Protect natural resources by preserving and acquiring open space.
3. Continue to locate parks within a safe walking distance of residents.
4. Improve connectivity through right of ways, accessible open space and trails.
5. Enhance community character through high-quality community events and strengthened recreational and cultural arts programming.
6. Continue to plan and develop unique, historical and regionally significant recreation facilities, including cultural arts and competitive sports centers.
7. Provide for the safe and efficient operation and maintenance of parks and recreation facilities.
8. Improve operational business practices and organizational effectiveness through the use of technology, professional development and cost recovery strategies.
9. Effectively manage the replacement and repair of existing capital assets.
10. Maintain a robust and high-quality golf operation that meets the needs of residents without tax support.







DEPARTMENT
Divisions







AREAS OF FOCUS

This 2025 to 2027 Strategic Plan focuses on the five primary Parks and Recreation Department services.

ADMINISTRATION

Administration, leadership, business practices, volunteers and boards and commissions

PARKS MAINTENANCE AND OPERATIONS

Maintenance of parks, open space, trails, landscape and forestry and public art

PARKS PLANNING AND CONSTRUCTION

Long-range planning and construction of new parks, open space, trails and facilities and major upgrades to existing parks, trails and facilities

RECREATION

Athletics, aquatics, arts and enrichment, camps, community events, education, facilities, fitness, outdoor adventure and therapeutic recreation

RED HAWK RIDGE GOLF COURSE

Golf operations, food and beverage and course maintenance

The Parks and Recreation Department as a whole has established a mission and vision; likewise, each operating division has established a mission, vision and operating philosophy to acknowledge the issues and challenges faced within the diverse needs of the community. The three-year goals established by each operating division will contribute to benchmarking our efforts for constant improvement to provide outstanding park and recreation services to the residents of Castle Rock.

ADMINISTRATIVE
Division



OVERVIEW

MISSION
Enhance the quality of life and well-being of the citizens of Castle Rock by acquiring and developing parks, trails and preserving open space and offering quality recreation programs and facilities to meet the needs of the community.

VISION
As the Town of Castle Rock's population continues to grow, so does the demand for parks, recreation facilities, recreation programs, golf opportunities, interconnected trails and the need to set aside greater amounts of open space. To address these challenges, the Administrative Division will make the public a partner, streamline operations to be efficient and service oriented, will maximize the use of alternative funding sources and will place an increased emphasis on seeking opportunities for local and regional cooperation.

OPERATING PHILOSOPHY
We believe in teamwork, integrity, respecting our co-workers and continually striving to serve our customers in an efficient and effective manner, responding to their needs and desires in a continuous pursuit of quality and excellence. We are committed to service, innovation, community, teamwork and fun.

ADMINISTRATIVE *Division*

ISSUES AND CHALLENGES

COMMUNITY OUTREACH
The department will continue efforts to raise awareness of parks and recreation programs, services, facilities and rental opportunities, partnering with all divisions to grow customer base and promote health, wellness, equity and other benefits of offerings.

BUSINESS PRACTICES
The department continues to innovate with the addition of both asset management and scheduling software. Additional improvements to software and web-based applications are needed to improve efficiency and customer service.

ACCREDITATION
The department is CAPRA Accredited but must renew accreditation every five years. Significant resources have been committed to this effort and will continue to maintain accreditation status including annual updates to CAPRA and staff training.

STAFF RETENTION AND RECRUITMENT
The full- and part-time labor force has become increasingly competitive. Inflation has driven staff to look for positions offering greater wages and part- and full-time positions have become increasingly difficult to fill. New solutions are needed to address staff shortages and to keep facilities open. Staff will explore an internship program to address workload issues.



ADMINISTRATIVE
Division

THREE-YEAR GOALS

1. Provide a strategic plan and capital improvement plan that address estimated cash flow for parks and recreation facilities that are equitably distributed based upon demographics and resource allocation, or that directly support a Town strategic priority.

2. Complete the process for CAPRA accreditation renewal.

3. Maintain professional education and staff training opportunities. Increase the number of Certified Park and Recreation Professionals within the Department.

4. Submit applications for departmental awards in order to celebrate efforts and departmental grants in order to secure additional funding from external sources and supplement budget.







ADMINISTRATIVE *Division*

MEASURABLE OBJECTIVES

SUBMIT AN ANNUAL BUDGET THAT IS CREATED CONSISTENT WITH THE DEPARTMENT'S MASTER PLAN AND TOWN STRATEGIC PLANS.

ACTIONS/STRATEGIES

- Meet with staff to set annual budget priorities and 5-year CIP per Finance Department's budget development calendar
- Complete budget submittals and reviews with Finance and Town Manager's office
- Identify, prioritize and justify additional needs/costs
- Seek Town Council approval of annual budget

IMPROVE EFFICIENCY OF INTERNAL BUSINESS, ORGANIZATIONAL AND ADMINISTRATIVE PRACTICES.

ACTIONS/STRATEGIES

- Develop capital asset naming conventions
- Establish standard operating procedures for groundbreakings and grand openings
- Create templates for requests for proposals and invitations for bids
- Develop procedures for contracts and DocuSign routing in conjunction with Townwide departments
- Conduct updates to purchase and procurement policies as needed in conjunction with Townwide departments

STREAMLINE MONTHLY REPORTING PROCEDURES ON KEY PERFORMANCE INDICATORS, RESULTING IN MORE EFFECTIVE DECISION-MAKING ON LEVEL OF SERVICE AND CUSTOMER EXPERIENCE.

ACTIONS/STRATEGIES

- Partner with division staff and leadership to determine key performance indicators (KPIs) per division
- Develop and implement streamlined reporting tool by division, based upon defined KPIs
- Employ use of dynamic, accessible reporting software and move away from static PDFs for monthly reporting, creating a standard template that includes relevant contextual information or trends
- Establish and implement clear guidelines for reporting procedures
- Move monthly reporting format to webpage that meets accessibility requirements outlined in Colorado House Bill 21-1110 incorporating accessible software such as Infogram



CONTINUE COMMUNITY OUTREACH EFFORTS AS OUTLINED IN THE DEPARTMENT'S MARKETING AND COMMUNITY RELATIONS PLAN.

ACTIONS/STRATEGIES

- Increase customer base by raising awareness of programs, services, facilities and rental opportunities to promote a positive image in the community, build understanding and increase public confidence
- Build a social media environment that is informative, positive, educational, transparent and collaborative
- Improve website for functionality and ease of navigation
- Assess branding and pillar structure of divisions
- Demonstrate the value and benefits of parks and recreation, including the awareness of parks, trails and amenities; promotion of health, wellness and leisure activities; advocacy of active and healthy lifestyles

COMPLETE AND SUBMIT GRANT APPLICATIONS IN AN EFFORT TO SUPPLEMENT BUDGET THROUGH EXTERNAL SOURCES.

ACTIONS/STRATEGIES

- Identify potential grant opportunities relevant to departmental objectives and initiatives
- Prepare application materials through skilled writing, presentation material development and thorough budget documentation
- Ensure timely submission of well-prepared grant applications to maximize funding opportunities as they arise

ADMINISTRATIVE *Division*

PLAN AND IMPLEMENT SYSTEMATIC PROCESS FOR EVALUATING PROGRAMS, FACILITIES AND SERVICES FOR OPERATIONAL EFFICIENCIES AND EFFECTIVENESS.

ACTIONS/STRATEGIES

- Define program, facility and service users to be evaluated through ongoing surveys; capital project public process surveys; or volunteer, facility or program surveys as defined within the Recreation Programming Plan
- Develop template with standard questions, in conjunction with questions tailored to the specific program, facility or service being surveyed
- Create email template and establish platform for survey distribution
- Analyze survey results to identify, define and implement areas of improvement and potential solutions as needed
- Create process for reporting survey results to department leadership and stakeholders

CONTINUE ASSESSMENT OF DEPARTMENT-WIDE MAPPING NEEDS.

ACTIONS/STRATEGIES

- Conduct inventory audit of existing public facing maps to ensure up-to-date information
- Update online maps to meet accessibility requirements per HB 21-1110
- Updates include but are not limited to:
  - Interactive and individual printable maps housed on CRgov.com
  - AllTrails maps living within the Town's portal
  - Vector maps for all park properties
  - Parks, open space and trail maps for all Town properties, including Townwide printed park, open space and trail map
  - Development activity maps for park, open space and trail construction projects

CONTINUE PARTNERSHIP WITH THE CASTLE ROCK PARKS AND TRAILS FOUNDATION (CRPTF).

ACTIONS/STRATEGIES

- Execute agreement with the CRPTF
- Collaborate to promote park, open space and trail use
- Work with the CRPTF board of directors to identify projects for fundraising and complete cooperative execution
- Assess and renew agreement as needed with the CRPTF in 2026

CONTINUE COORDINATION WITH RUETER-HESS STAKEHOLDERS TO IMPROVE PUBLIC ACCESS TO THE RESERVOIR AND SURROUNDING OPEN SPACE.

ACTIONS/STRATEGIES

- Continue to budget capital improvement funding

RESEARCH DEPARTMENT-WIDE SOFTWARE TO INCREASE EFFECTIVENESS AND EFFICIENCIES.

ACTIONS/STRATEGIES

- Research and deploy software and applications when necessary that would benefit the department and the public, including but not limited to:
  - Databases to store specific related items including material safety data sheets, standard operating procedures, certifications, immunization reports and childcare records, policies and procedures, etc.
  - Time in/time out system for childcare
  - Centralize technology for childcare licensing (one sign up for all classes)
  - Asana, task management system
  - Knowledge Owl, accreditation knowledge base
  - Social media scheduling, analytics and archiving technology software
- Track certifications to ensure no employees are working with expired credentials

ACHIEVE REACCREDITATION STATUS FROM THE COMMISSION FOR ACCREDITATION OF PARKS AND RECREATION AGENCIES.

ACTIONS/STRATEGIES

- To maintain accreditation, the department must uphold the accreditation standards by submitting an annual report; accreditation standards are also reviewed every five years
- Staff must develop, review, modify and/or implement policies and procedures, including but not limited to:
  - Social Media Policy
  - Coaches Code of Conduct
  - Spectator Code of Conduct
  - Background Check Policy
  - Emergency Communication Plan
  - Risk Management Policy
  - Emergency Action Plan
  - Parks Maintenance and Operations Manual
  - General Security Plan
  - Sponsorship Policy
  - Contractor Handbook
  - Recreation Programming Plan
  - Digital Signage Policy
  - Community Event policies

ADMINISTRATIVE *Division*

CONDUCT NECESSARY MODIFICATIONS TO ENSURE ALL PARKS AND RECREATION-RELATED MEDIA MEETS ADA ACCESSIBILITY REQUIREMENTS.

ACTIONS/STRATEGIES

- Review and transition all media content to meet HB 21-1110 requirements
- Follow the Town Manager office's plan to ensure compliance with focus on but not limited to:
  - Monthly reporting format
  - Parks, open space and trail maps
  - Recreation Guide
  - Calendaring and scheduling platforms
  - Planning documents, including Capital Improvement Plan, Strategic Plan and Master Plan documents
  - Construction project renderings and planning documents
  - Community engagement survey result summaries
  - Outside software applications
- Partner with Communications, DoIT and outside vendors to ensure staff remain trained and knowledgeable on requirements related to HB 21-1110

CONTINUE IMPROVEMENT OF WEBSITE FEATURES, MAKING PARKS AND RECREATION WEB CONTENT MORE USER-FRIENDLY AND INTUITIVE.

ACTIONS/STRATEGIES

- Plan and implement update of Red Hawk Ridge Golf Course's webpage, including aesthetics and navigation
- Explore use of static website calendars for ongoing Athletics programming
- Ensure consistency in all communication efforts on various websites, including but not limited to:
  - CRgov.com
  - Fusion registration software and the partnering RockREC mobile application
  - VolunteerCastleRock.CRgov.com
  - TeamSideline.com
  - Recreation Guide
- Create and launch a centralized communications webpage, designed to house all parks and recreation-related alert and email contacts
- Monitor website for responsive design, valuable and up-to-date content through analysis on platforms such as SiteImprove

COMPLETE SOFTWARE, POLICY AND PROCEDURAL UPDATES TO VOLUNTEER PROGRAMS.

ACTIONS/STRATEGIES

- Update Volunteer Manual to reflect incorporation of new volunteer software, VolunteerCastleRock.CRgov.com
- Update Background Check Screening Policy for all volunteer programs within Parks and Recreation
- Develop adverse action procedure and template for Background Check Screening Policy and Procedure
- Develop and implement recognition program for all volunteer opportunities within parks and recreation
- Develop list of frequently asked questions and troubleshooting steps for program managers and community users of VolunteerCastleRock.CRgov.com
- Continue use of volunteer posting, recruitment, screening and reporting on VolunteerCastleRock.CRgov.com for all divisions using volunteers in operations
- For applicable volunteer programs, connect potential volunteers to opportunities via links to and from registration and volunteer softwares

ADDRESS STAFFING NEEDS TO MEET STRATEGIC PLAN GOALS AND MAINTAIN LEVELS OF SERVICE FOR DEVELOPMENT AND OPERATIONS.

ACTIONS/STRATEGIES

- Conduct assessment of department organizational chart, ensuring appropriate reclassifications and new positions are addressed based upon level of service demands
- Develop team-based organizational chart
- Ensure proper funding, office space and fleet vehicles are in place to meet staffing needs
- Assess internal needs for internship program, including the development of an internship program policy
- Develop staffing model specific to each division, including the proposed Sports Development Center
- Develop strong training and mentoring programs to engage the part-time workforce for recreation positions
- Provide analysis of sales and use tax revenues allocation
- Maximize party rental revenue and concession revenue in Community Center Fund in relation to staffing

COMPLETE HABITAT CONSERVATION PLAN UPDATE.

ACTIONS/STRATEGIES

- Identify mitigation lands for addition to the mitigation bank
- Work with Town departments to ensure all projects are included as covered activities
- Obtain approvals through the United States Fish and Wildlife Service

ADMINISTRATIVE *Division*

EXPLORE, EXPAND AND EMPLOY USE OF TECHNOLOGY TO ENHANCE CUSTOMER EXPERIENCE.

ACTIONS/STRATEGIES

- Expand use of AllTrails through:
  - Updates of Town-owned open space and trail properties within the Town's portal
  - Promotion of partnership and benefits of AllTrails mobile application use
  - Employment of AllTrails for weather- and event-related trail closure alerts
- Expand use of Placer.AI through:
  - Analysis of events and benchmarking data
  - Assessment of visitation trends at park, open space, trail and facilities
- Expand use of Fusion through:
  - Continuation of staff training
  - Monitoring registration, calendar, reservation listing consistency
  - Creation of template for Athletics offerings
- Expand use of Instagram and employ use of Facebook through:
  - Plan for, create and launch department Facebook account
  - Explore staffing needs based on implementation on department's growing social media management
  - Development of a content strategy to define intended use, post content and post frequency for each platform
  - Establishment of account admins, ensuring proper account credentials and training
  - Development and implementation of department-specific Social Media Policy, defining appropriate and intended use for each platform
  - Collaboration with Communications to ensure compliance and partnership in social media platforms across the Town, and compliance with the Townwide Social Media Policy
  - Post and engage on Town and department-specific social media platforms
  - Monitor metrics to track success rates of efforts and identification of areas for improvement
- Expand use of TRAFx, trail and facility visitation counter software, through:
  - Replace unit at Gateway Mesa Open Space
  - Purchase new units at identified properties



  - Continue use of data collected for analysis of visitation, and on applicable grant and award applications

CONTINUE CONSERVATION EFFORTS.

ACTIONS/STRATEGIES

- Transition to non-gas powered maintenance equipment in 2025, per the Colorado Air Quality Control Commission's requirements
- Complete updates to and continue implementation of Recycling and Zero Waste Plan and Environmental Sustainability Plan
- Continue budgeting for LED light conversion in identified outdoor spaces

ADMINISTRATIVE *Division*

ADDRESS GROWING MARKETING AND COMMUNITY OUTREACH NEEDS OF THE DEPARTMENT THROUGH ANALYSIS OF CURRENT COMMUNICATION SYSTEMS AND PROCESSES

ACTIONS/STRATEGIES

- Conduct internal audit of all current communication-related duties historically requested by department staff
- Identify areas of overlap and create and implement process to increase productivity, reduce redundancies and expand department outreach in the community
- Develop comprehensive list of potential areas for growth through increased communication efforts across all divisions
- Assess need for and create plan to implement additional staffing needs related to communication efforts

CONDUCT INVENTORY AUDIT FOR ALL DEPARTMENT FACILITIES TO ENSURE EFFECTIVE MANAGEMENT AND PLANNING OF OPERATIONAL RESOURCES AND CAPITAL ASSETS.

ACTIONS/STRATEGIES

- Compare data from Douglas County Assessor's office with internal data from AutoCAD and GIS systems to identify and address inconsistencies
- Develop procedure for consistent reporting and collection of data
- Use data to benchmark against other agencies, gain more funding support, improve operations and better serve the community

COMPLETE AND SUBMIT AWARD APPLICATIONS.

ACTIONS/STRATEGIES

- Research award opportunities to identify potential awards relevant to departmental objectives and initiatives, with focus on facilities and programs
- Track submission deadlines, prepare application materials and apply as opportunities arise

MAINTAIN PROFESSIONAL EDUCATION AND STAFF TRAINING OPPORTUNITIES. INCREASE THE NUMBER OF CERTIFIED PARK AND RECREATION PROFESSIONALS WITHIN THE DEPARTMENT.

ACTIONS/STRATEGIES

- Ensure staff maintains continuing education unit requirements
- Enroll employees in training and testing for certifications including but not limited to Certified Arborist, Playground Safety Inspector, CPR/AED trainings, commercial drivers license, Project Manager, Aquatic Facilities Operator certifications, Special Event trainings, backflow assembly tester certifications, crew leader trainings, SafeServ certifications, PGA Class A certification, Colorado Department of Agriculture pesticide application trainings, Agronomy certification



PARKS MAINTENANCE
and Operations Division



OVERVIEW

MISSION
The Park Maintenance Division provides responsible maintenance services and practices ensuring that parks, park facilities, trails, Town properties and open space areas are safe, open, clean and usable by the public.

VISION
There will be increased use of existing and demand for additional park facilities. Maintenance Division personnel will strive for greater efficiencies by using effective scheduling, efficient equipment, high quality materials, new technologies, and through the optimal use of specialized contract support.

OPERATING PHILOSOPHY
We believe in providing professionally delivered, detail oriented, safely executed, environmentally responsible and effectively planned and spontaneous maintenance services. We will work in concert with internal and external customers, stressing teamwork, cooperation and communication.

PARKS MAINTENANCE
and Operations Division

ISSUES AND CHALLENGES

WATER CONSERVATION
The Town of Castle Rock is obligated to pay for water for some streetscapes maintained by homeowners associations or metro districts as part of past development agreement obligations. In some instances, the Town is charged for water waste from these entities. New agreements are needed so that these entities are responsible for high consumption charges.

MANAGE AND SAFEGUARD ASSETS
Close the current gap between technology and level of service by fully implementing and integrating Cartegraph as a work order and asset management information system.

EXPANSION OF PARKS, OPEN SPACE TRAILS, STREETSCAPES AND FACILITIES
As the scope of operations continues to grow, the division will embrace new technologies and methods to streamline operations to keep pace with growth.







PARKS MAINTENANCE
and Operations Division

THREE-YEAR GOALS

1. Remove barriers to outdoor recreation as identified in the ADA transition plan.
2. Continue to coordinate with homeowners' associations and metro districts to reduce or eliminate streetscape water waste and coordinate plowing operations.
3. Execute the plan for tree replacements, irrigation and electrical upgrades and paving for downtown streetscapes.
4. Remain on the cutting edge of equipment and technology to improve productivity, production and reduce staff time.
5. Maintain the overall quality, durability and appearance of turf areas, athletic fields and trails to assist in attracting regional tournaments, competitions and community events.
6. Update and implement the Parks, Open Space, Trails and Golf Maintenance Standards and Operations Manual to address community expectations including mowing operations, native area maintenance, water use, trail development, synthetic turf, etc.
7. Continue the implementation of sustainable practices and conservation efforts through the employment of the Recycling and Zero Waste Plan and participation in Arbor Day.
8. Fully implement Cartegraph, the asset management/life cycle costs and replacement software.
9. Increase the use of available and emerging technological advances.







PARKS MAINTENANCE
and Operations Division

MEASURABLE OBJECTIVES

INCREASE THE NUMBER OF SHADE TREES PLANTED THROUGH THE ARBOR DAY PROGRAM AND THE DEDICATED STREET TREE PROGRAM.

ACTIONS/STRATEGIES

- Develop a three-year plan and schedule for future Arbor Day celebrations
- Track all associated costs and provide summary report
- Maintain Tree City USA status with the Arbor Day Foundation

IMPLEMENT ADA TRANSITION PLAN.

ACTIONS/STRATEGIES

- Continue to implement the ADA Transition Plan to eliminate physical barriers throughout parks through minor capital improvements

CONTINUE TO MAINTAIN AND CONSERVE THE PUBLIC ART COLLECTION

ACTIONS/STRATEGIES

- Execute remaining maintenance and conservation needs as budget allows from the three-year public art assessment and maintenance plan
- Partner with an art conservation firm to prioritize and estimate future costs for upcoming maintenance and conservation needs for the public art collection for 2025 to 2027
- Submit budget requests based on prioritization and cost estimates
- Implement identified priorities as available budget allows

INCREASE THE NUMBER OF TECHNOLOGICAL RESOURCES ASSIGNED TO MAINTENANCE SUPERVISORS FOR UTILIZATION OF CARTEGRAPH.

ACTIONS/STRATEGIES

- Review technology requirements with DoIT
- Conduct software/hardware training for all maintenance staff
- Develop plan to implement work order status related to snow route maps, open space mowing operations and chemical and fertilizer spraying



ADDRESS STAFFING NEEDS TO MEET DEMANDS OF NEW PARKS, OPEN SPACE AND TRAILS, MAINTAINING EXISTING LEVEL OF SERVICE.

ACTIONS/STRATEGIES

- Conduct assessment of department organizational chart, ensuring appropriate reclassifications and new positions are addressed based upon level of service demands

DEVELOP A PLAN TO ADDRESS MAINTENANCE ISSUES AT GEOGRAPHICALLY UNIQUE SPACES.

ACTIONS/STRATEGIES

- Design sustainable solution for the access road at Rock Park
- Implement rock scaling at Rock Park
- Finalize agreement with Founders Metro District No. 4 for maintenance responsibilities

PARKS MAINTENANCE
and Operations Division

REPAIR, REPLACE OR EXPAND EQUIPMENT WITHIN EXISTING FACILITIES TO PROVIDE SAFE AND EFFICIENT OPERATIONS.

ACTIONS/STRATEGIES

- Convert lighting in Paintbrush Park parking lot to LED
- Install solar lighting to the Event Pad at Philip S. Miller Park
- Convert remaining walkway lighting to LED
- Address additional fleet needs for new staff
- Erect dry storage building at the Central Service Center
- Continue phased implementation of security camera installations at parks and open spaces to enhance safety and deter vandalism

CONTINUE THE EXPANSION OF ASSET MANAGEMENT/LIFE CYCLE COSTS AND REPLACEMENT PLAN WITH CARTEGRAPH OPERATIONS MANAGEMENT SOFTWARE.

ACTIONS/STRATEGIES

- Expand asset management/life cycle costs and replacement plan
- Track individual utility billing per park and/or facility
- Track water usage per park and/or facility
- Continue with park operations and maintenance work order system
- Expand on the usage of report writing with the asset management software
- Manage different types of inspections for efficiency of staff operations
- Track encroachments on public property and develop process for management

CONDUCT COURT RESURFACING ON 5-YEAR REPLACEMENT CYCLE, INCLUDING TENNIS AND PICKLEBALL.

ACTIONS/STRATEGIES

- Plan for and conduct resurfacing at Bison, Butterfield, Cobblestone, Founders, Gemstone, Wrangler, Deputy Zack S. Parrish III Memorial, Metzler Ranch and Gemstone parks and Douglas County High School



PARKS PLANNING
and Construction Division



OVERVIEW

MISSION
Enhance the quality of life and well-being of the citizens of Castle Rock by acquiring and developing parks, trails and preserving open space and offering quality recreation programs and facilities to meet the needs of the community.

VISION
As the Town of Castle Rock's population continues to grow, so does the demand for parks, recreation facilities, recreation programs, golf opportunities, interconnected trails and the need to set aside greater amounts of open space. To address these challenges, the Parks Planning and Construction Division will make the public a partner, will streamline operations to be efficient and service oriented, will maximize the use of alternative funding sources and will place an increased emphasis on seeking opportunities for local and regional cooperation.

OPERATING PHILOSOPHY
We believe in teamwork, integrity, respecting our co-workers and continually striving to serve our customers in an efficient and effective manner, responding to their needs and desires in a continuous pursuit of quality and excellence. We are committed to service, innovation, community, teamwork and fun.

PARKS PLANNING
and Construction Division

ISSUES AND CHALLENGES

ADDRESSING DEMAND AND PROGRAMMING WAITLISTS
Indoor recreation space is at capacity, including cultural arts and athletic programming, and the need for fitness and lap lane space. A new facility is needed to meet demand. The Parks and Recreation Department will develop partnerships in order address this need.

DEMAND FOR PARKS
The Town needs to keep pace with residential growth and continue plans to prioritize parks and recommend additional projects.

CAPITAL DEVELOPMENT FUND
The Parks and Recreation Capital Fund is the primary source of park and recreation facility development and is funded through an impact fee charged to new development. Slowing residential construction will delay key projects unless other funding methods or partnerships are implemented.

TABOR
Revenue restrictions may change how we do business. The Town may have to consider options for capital construction of some public park improvements if TABOR revenue limits are exceeded. Recreation charges for services contribute to the TABOR Black Box. The Tabor Time Out enacted in 2022 only applies to public safety and transportation services.



PARKS PLANNING
and Construction Division

THREE-YEAR GOALS

1. Plan, design and construct new parks within a safe walking distance of residents.
2. Maintain the condition of and improve accessibility in existing parks.
3. Complete the planning and design and determine a financing structure for a new indoor recreation facility and open the facility in 2025 to 2026 if supported by Council direction and funding.
4. Protect and enhance the Town of Castle Rock's legacy of unique natural and historic features by identifying priority land acquisitions.
5. Extend the trail system and provide neighborhood connections and identify and address signs and wayfinding needs accordingly.
6. Expand access by developing unpaved trails within open space areas.
7. Establish park, open space and trail design and development standards to define procedures for development of new parks and improvement projects at existing parks.







PARKS PLANNING
and Construction Division

MEASURABLE OBJECTIVES

RENOVATE CENTENNIAL PARK.
ACTIONS/STRATEGIES
- Complete ADA improvements, including pedestrian connections and access enhancements
- Complete tennis court and basketball court resurfacing
- Expand courtside seating and shade
- Conduct landscape improvements
- Plan for and implement reopening celebration for community

CONTINUE IMPLEMENTATION OF LIFE CYCLE REPLACEMENT AND CAPITAL IMPROVEMENTS FOR ALL AMENITIES WITHIN DEVELOPED PARKS.
ACTIONS/STRATEGIES
- Prioritize park facility improvements based upon condition, safety, use and budget approvals for the following parks. Potential repair and replacement or capital improvement projects include:
  - Castle Highlands Park — playground and court area replacement
  - Bison Park — permanent restroom, court and concrete repairs
  - Baldwin Park — playground renovation
  - Castle Highlands — playground renovation
  - Metzler Ranch Community Park — hockey surface, skate park surface, batting cages, playground
  - Founders Park — restroom and storage building, site furniture and irrigation, plaza, basketball court and baseball infields
  - Paintbrush Park — restroom building, concrete steps, pound and playground renovations
  - Festival Park — site furniture
  - Plum Creek South — playground, concrete and site furniture
  - Deputy Zack S. Parrish III Memorial Park — restroom building
  - Philip S. Miller Park — Amphitheater improvements and LED sign replacement
- Complete design for renovations
- Budget for appropriate replacement needs, basing prioritization on condition, safety and use

ACTIVATE LOST CANYON RANCH OPEN SPACE.
ACTIONS/STRATEGIES
- Develop and implement plan for public access
- Complete management plan and master plan
- Annex property

CONTINUE THE REINVESTMENT OF ZIP LINE REVENUES INTO PHILIP S. MILLER PARK.
ACTIONS/STRATEGIES
- Renew zip line and aerial trekking course lease agreement
- Continue to improve the park to boost revenues and enhance visitor experience

IMPROVE ACCESS TO OPEN SPACE THROUGHOUT CASTLE ROCK.
ACTIONS/STRATEGIES
- Partner with Douglas County to execute master plan for the 680-acre Cobblestone/Macanta Open Space and prepare for future trails, to potentially include 5K loop, and trailhead parking and signage
- Establish a trail ambassador program to enhance stewardship, advocacy and communication between the Town and open space and trail users
- Evaluate trailhead improvement opportunities throughout Town
- Work with Castle Rock Fire to provide trailhead parking at the planned Cobblestone Ranch Fire Station

FACILITATE THE COMPLETION OF HIGH PRIORITY PUBLIC AND PRIVATE TRAIL CONNECTIONS.
ACTIONS/STRATEGIES
- Work with Castle Rock Development Company to extend the East Plum Creek Trail to the north Castle Rock boundary
- Construct trailhead parking and explore potential connection to future park at Montaine for East Plum Creek Trail
- Coordinate with the Oaks Development for the extension of Sellars Gulch Trail
- Coordinate with Canyons Far South for a regional connection to the Colorado Front Range Trail
- Coordinate completion of Red Hawk Trail extension to Santa Fe Quarry

CONTINUE IMPLEMENTATION OF THE TOWN'S ADA TRANSITION PLAN.
ACTIONS/STRATEGIES
- Incorporate current ADA requirements into renovation projects
- Address barriers by priority and use
- Adjust programming to improve accommodations
- Prepare and present annual progress reporting

PARKS PLANNING
and Construction Division

COMPLETE THE INDUSTRIAL TRIBUTARY TRAIL.
ACTIONS/STRATEGIES
- Obtain CLOMR and ACE permits
- Obtain all local permits
- Obtain approval from the BNSF Railway for trail underpass
- Manage construction and quality control
- Plan and implement and grand opening celebration
- Submit reimbursement request to DRCOG for grant funding
- Coordinate with Brickyard development

CREATE AND IMPLEMENT DESIGN AND DEVELOPMENT STANDARDS FOR NEW CONSTRUCTION AND IMPROVEMENT PROJECTS.
ACTIONS/STRATEGIES
- Benchmark design standards against neighboring jurisdictions
- Conduct internal Town review of existing standards
- Review standard specifications
- Codify desired standards

CONDUCT A COMPREHENSIVE SIGN PLAN FOR PARK, OPEN SPACE, TRAIL AND FACILITIES MANAGED BY PARKS AND RECREATION IN ORDER TO ACHIEVE A COORDINATED AND BALANCED SYSTEM OF SIGNAGE.
ACTIONS/STRATEGIES
- Assess existing inventory of all signs and needs for future signs based on 5-year Capital Improvement Plan
- Issue request for proposals for development of comprehensive sign plan and partner with contractor for design and inventory needs
- Design, fabricate and install completed signs

PARTNER WITH CD-ACME TO DEVELOP A PLAN FOR THE PROPOSED SPORTS DEVELOPMENT CENTER.
ACTIONS/STRATEGIES
- Develop and approve a lease agreement
- Secure financing
- Initiate construction
- Complete operations plan



PARTNER WITH CASTLE ROCK WATER TO RESTORE THE FISHING POND BY THE GRANGE.
ACTIONS/STRATEGIES
- Execute grant agreement with Colorado Parks and Wildlife for fishing improvements
- Complete improvements and plan for and implement grand opening celebration

ASSIST CASTLE ROCK WATER IN DEVELOPING A XERIC DEMONSTRATION GARDEN AT THE FUTURE TERRAIN PARK SITE.
ACTIONS/STRATEGIES
- Obtain baseline survey data and engineering information
- Conduct public meetings
- Develop conceptual design themes
- Complete final design/construction documents
- Bid the project for construction
- Contract administration and construction completion

EXPLORE OPPORTUNITIES FOR PUBLIC/PRIVATE PARTNERSHIPS TO EXPAND RECREATION FACILITIES IN CASTLE ROCK, INCLUDING OPTIONS SUCH AS ICE RINKS, TURF FIELDS, TENNIS COURTS OR GYMNASIUMS.
ACTIONS/STRATEGIES
- Develop RFPs to gauge partnership interest
- Conduct space study of potential locations
- Present opportunities to Town Council for consideration

RECREATION
Division



OVERVIEW

MISSION

Recreation fosters personal and community wellness through premier facilities and programs, serving as a guide to engaging and educational experiences and inspiring physical and emotional growth.

VISION

We enhance the quality of life for the residents of Castle Rock by developing a passion for community and wellness through participation in recreation, lifelong learning and the preservation of our natural resources.

OPERATING PHILOSOPHY

We actively strive for innovation and inclusiveness to provide premier recreational programming and exceptional facilities. We seek excellence through opportunities for growth, value diversity in all of its forms, embrace high standards and deliver high-quality services.

RECREATION
Division

ISSUES AND CHALLENGES

OUTSIDE AGENCY SUPPORT
The performance of Town-managed recreation programs is dependent upon the Inter-Governmental Agreement (IGA) with Douglas County School District (DCSD). There are competing demands for facilities and the District is not building new facilities, reducing availability for Town programming.

FACILITY IMPROVEMENTS
High impact use of facilities requires continued reinvestment and refinements of existing facilities.

COMMUNITY EVENTS MANAGEMENT
With the development of Philip S. Miller Park, the Miller Activity Complex and Festival Park, demand for free or low-cost community events has increased, affecting Community Center Fund cost recovery.

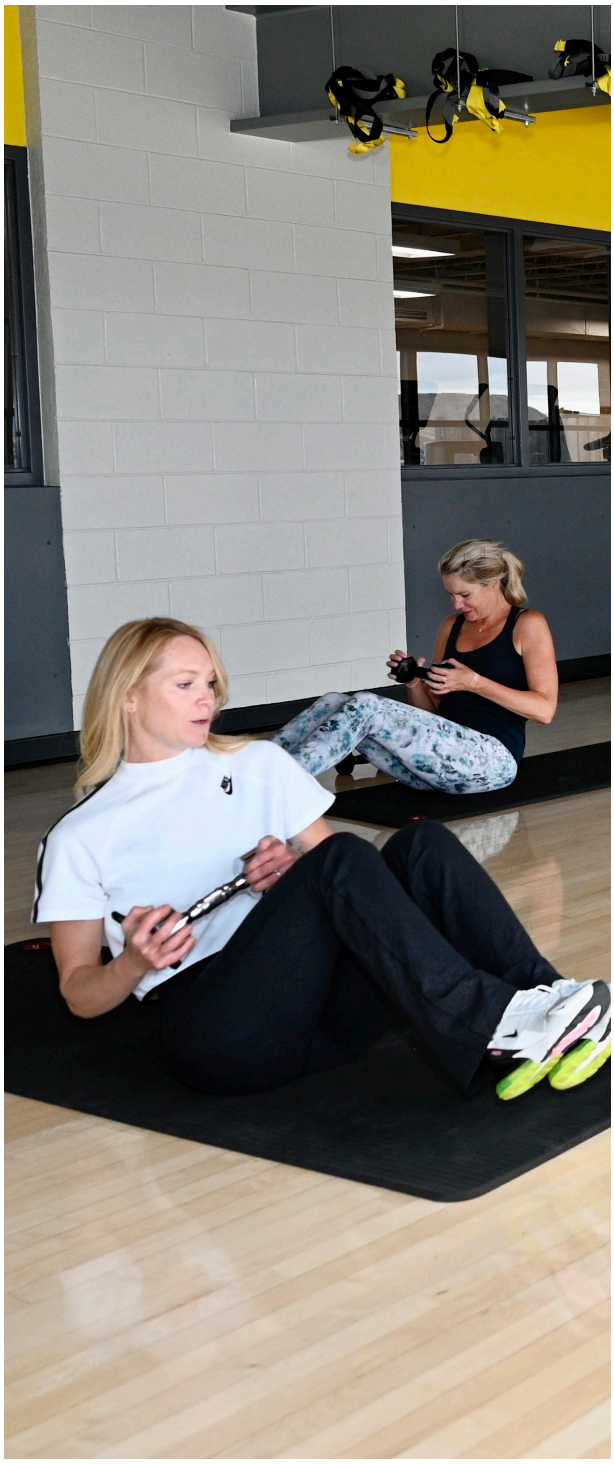
TRENDS IN RECREATION
Trends in recreation are constantly changing based on demographics of the community and technology. Facility design and accessibility must remain flexible to accommodate demand.

SALES/USE TAX
In 2009 Town Council restructured the .25% sales and use tax for the Community Center Fund on the new tax structure. Sales tax amounts for recreation will be considered by Town Council on an annual basis.

DEVELOP FUNDING STRATEGY FOR A NEW INDOOR RECREATION FACILITY
Growth in Castle Rock continues to fuel demand. Town population will approach 90,000 residents by the end of this strategic plan. Camps, programs and facilities are at capacity in many areas and new facilities are needed to meet existing demand, especially for cultural arts and sports programs.

DIVERSE PROGRAMS FOR MORE PEOPLE
The growing population will continue to challenge our program offerings. The demographic of aging baby boomers will require modification to services. The department must expand opportunities for underserved populations, including active older adults, teens, low income community members and individuals with differing abilities.

SCHOLARSHIP FUNDING
Scholarship funding for economically challenged participants needs to keep pace with a growing population and increased cost of living.



RECREATION
Division

THREE-YEAR GOALS

1. Maximize cost recovery for the Community Center Fund.
2. Maintain existing facilities through the ongoing capital repair and replacement program.
3. Identify the latest trends in recreation from national survey data and local information and develop needs checklist for implementing new programs.
4. Increase outside organizational support by establishing partnerships and sponsorship.
5. Increase marketing and visibility of all recreation programs.
6. Expand cultural arts programming and consolidate offerings at Cantril.
7. Increase reach and quality of programming and events.







RECREATION
Division

MEASURABLE OBJECTIVES

CONDUCT CAPITAL IMPROVEMENT PROJECTS WITHIN EXISTING RECREATION FACILITIES TO PROVIDE SAFE AND EFFICIENT OPERATIONS.

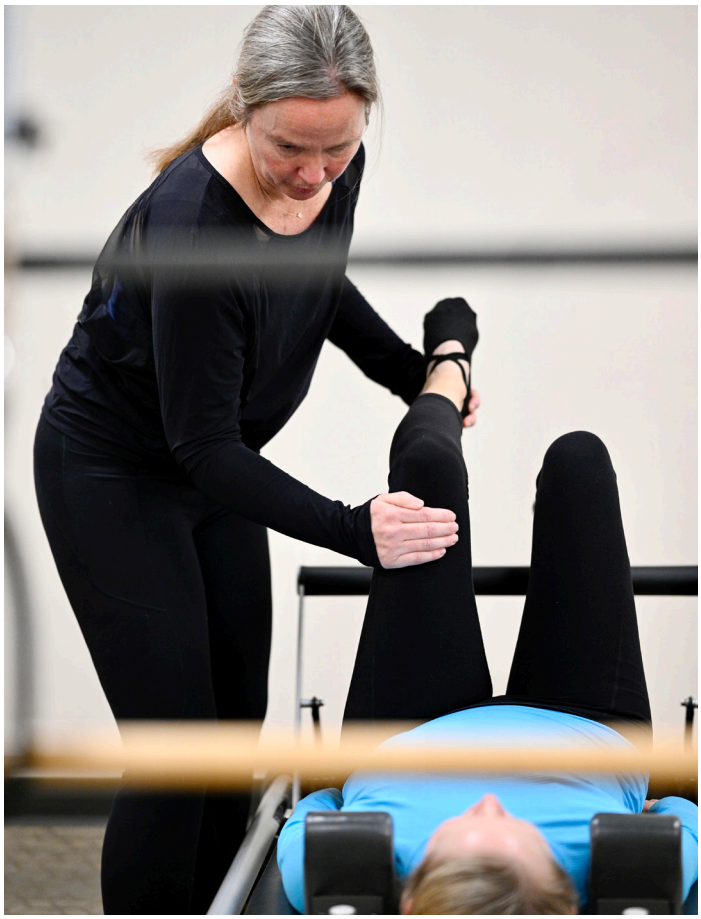
ACTIONS/STRATEGIES

- Complete capital improvements at the Miller Activity Complex:
  - Replace equipment in toddler area
  - Replace flooring in toddler area, party rooms, hall and around play structure
  - Explore play structure netting options
  - Replace pool lighting
  - Refit pool toddler area
  - Provide backup boiler at the Miller Activity Complex pool
  - Evaluate potential to remodel lounge to accommodate toddler play area
  - Install leisure pool roll up doors
- Complete capital improvements at the Rec Center:
  - Resurface track
  - Replace free weight area flooring
  - Replace HVAC unit
  - Replace exterior signage
  - Renovate north 40 locker rooms
  - Renovate homestead locker rooms
  - Install new make-up air unit to supply air to the to the pool mechanical rooms
  - Replace leisure pool play structure
  - Explore, plan for and implement sustainable solutions for hot tub maintenance and operations

CONTINUE TO DEVELOP PLANS TO ENHANCE THE CANTRIL SCHOOL.

ACTIONS/STRATEGIES

- Complete parking lot renovation
- Issue proposal for gymnasium/auditorium renovation
- Master plan Cantril grounds, planning for signage and playground improvements
- Develop and implement window replacement plan
- Conduct roof replacement for 1890s building



EXPLORE ECONOMIC BENEFIT ANALYSIS FOR THE PROPOSED SPORTS DEVELOPMENT CENTER.

ACTIONS/STRATEGIES

- Conduct program and program fee analysis for existing and trending programs
- Determine facility entry fees, including punch pass, monthly and annual membership and daily use fees
- Conduct analysis of joint pass option between three recreation facilities

EVALUATE OPERATIONAL NEEDS IN PREPARATION FOR THE PROPOSED SPORTS DEVELOPMENT CENTER IN RELATION TO EXISTING RECREATION FACILITIES.

ACTIONS/STRATEGIES

- Develop operational philosophy to outline relationship amongst all recreation facilities
- Define objectives for each recreation facility
- Develop pro-forma for facility operations and programming

RECREATION
Division

COMPLETE A SPECIAL PROGRAMS ANALYSIS.
ACTIONS/STRATEGIES
- Research benchmark communities
- Identify existing needs for Castle Rock special programs
- Perform staffing analysis relative to demand
- Evaluate the need for additional middle school-aged programming
- Develop action plan for special programs implementation

ADDRESS THE LATEST TRENDS IN RECREATION PROGRAMS AND SERVICES.
ACTIONS/STRATEGIES
- Expand adult master swim opportunities and water comfort classes
- Increase reach and quality of adult athletic programs
- Expand youth fitness opportunities
- Expand summer outdoor fitness opportunities
- Implement music and movement programming
- Study the potential to develop active recreation programming to support homeschool children

EVALUATE AND ADDRESS STAFFING NEEDS.
ACTIONS/STRATEGIES
- Identify opportunities to distribute job responsibilities equitably across current staff by assessing areas for increased capacity and responsibility, while addressing overloaded areas
- Identify operational areas to streamline and reduce labor hours
- Update job descriptions with duties clarified in conjunction with Human Resources
- Analyze organizational chart and assess job duties to ensure alignment with staffing requirements for the proposed Sports Development Center

REVISIT INTERGOVERNMENTAL AGREEMENT WITH DOUGLAS COUNTY SCHOOL DISTRICT.
ACTIONS/STRATEGIES
- Work with the District to secure gymnasium space for athletics programs per the IGA
- Assess joint needs annually and work to update terms as needed

INCREASE SUPPLEMENTAL FUNDING FOR SCHOLARSHIP PROGRAM ENHANCEMENT TO STRENGTHEN SCHOLARSHIP OPPORTUNITIES.
ACTIONS/STRATEGIES
- Revise Scholarship Program Guidelines to align with best practices and effectively assist the maximum number of individuals facing financial need
- Research and work to secure community funding partners and available grants to aid in funding scholarships
- Increase scholarship funding to reflect growth in Castle Rock and Douglas County
- Update scholarship application to reflect program revisions
- Monitor and report needs-based scholarship performance

OPTIMIZE CERTIFICATION OFFERINGS AND TRAINING OPPORTUNITIES.
ACTIONS/STRATEGIES
- Hire dedicated instructors for the Hybrid CPR and First Aid and Babysitting Boot Camp certifications
- Establish head lifeguard training program
- Increase amount of Red Cross and StarGuard Elite instructors through additional training offerings
- Standardize lifeguard training schedule on slide and trampolines

ENHANCE FACILITY VISITOR EXPERIENCE AND FRONT DESK TRAINING AND PROCEDURES.
ACTIONS/STRATEGIES
- Evaluate opening and closing procedures
- Develop frequently asked questions list for front desk staff
- Evaluate new membership onboarding procedures
- Ensure consistency in training new and tenured front desk staff
- Establish and implement comprehensive manager training for part-time facility staff with core competencies

IMPROVE SERVICE AND MEMBERSHIP OFFERINGS.
ACTIONS/STRATEGIES
- Provide competitively priced membership options to Castle Rock residents
- Explore collegiate memberships to attract local residents who are enrolled in college or home over a school break
- Evaluate need for increasing membership engagement to help members navigate and engage in program and participation opportunities and to retain existing members
- Develop signage and webpage text to ensure proper notification of age use requirements and limitations

RECREATION
Division

ENHANCE MARKETING AND REVENUE GENERATION TO SUSTAIN THE COMMUNITY CENTER FUND.

ACTIONS/STRATEGIES

- Identify and determine value of assets to standardize sponsorship pricing
- Set revenue goal for sponsorships annually
- Develop sponsorship opportunities packet to showcase offerings to potential sponsors
- In conjunction with other Town departments, develop policies and procedures relating to sponsorship
- Implement developed sponsorship policies and procedures
- Explore means of expanding recreation marketing to assist in the marketing and promotion of recreation programs and to maintain sponsorships

INCREASE AWARENESS OF FACILITIES AND PROGRAMMING.

ACTIONS/STRATEGIES

- Establish method of displaying outdoor field and facility rental or availability status online
- Develop, create and implement departmental awareness marketing plan for facility graphics

ENHANCE THE QUALITY AND IMPACT OF PRIVATE EVENTS TO MAXIMIZE REVENUE AND CUSTOMER SATISFACTION.

ACTIONS/STRATEGIES

- Establish the role of a Private Event and Hospitality Coordinator to support private event rentals and special event hospitality needs
- Identify additional revenue-generating outlets at the Millhouse
- Conduct a competitive market analysis to ensure proper fee structure for Millhouse rentals
- Conduct a client needs analysis to assess and develop proper rental offerings and packages
- Create venue brand identity through standardized communications and marketing collateral
- Implement annual assessment tools for performance analysis, focusing on identifying booking gaps for growth opportunities

IMPROVE COMMUNITY AND CLIENT SATISFACTION THROUGH PERSONALIZED INTERACTIONS AND STREAMLINED PROCESSES.

ACTIONS/STRATEGIES

- Conduct a client/customer needs analysis
- Collect client/customer demographic data
- Develop an experience roadmap for events, identifying touchpoints
- Standardize division survey questions in preparation for year-over-year feedback comparison, with inclusion of net promoter score (NPS)
- Analyze survey results and NPS for continuous improvement
- Define a streamlined process for evaluating, prioritizing and executing incoming event requests
- Develop an operating philosophy and project plans for community events and private facility rentals
- Implement labor forecasting tools to ensure proper cost estimates on profit and loss forecasts
- Transition to paperless process for contracts, event applications and permits

INCREASE COMMUNITY ENGAGEMENT WITH EVENTS THROUGH DIVERSIFIED PLANNING WHILE UPHOLDING TOWN VALUES.

ACTIONS/STRATEGIES

- Identify community event pillars based on Town values
- Create event segmentation goals based on Town values and community feedback
- Create benchmarking metrics for community events, including attendance growth, NPS and cost recovery
- Extend brand and voice through standardized communications and marketing collateral in collaboration with Communications

FOSTER SUSTAINABLE SPONSOR AND PARTNER RELATIONSHIPS.

ACTIONS/STRATEGIES

- Develop and implement use of Partner Relationship Scorecard for effective management
- Identify and improve top three areas of need within existing partnerships
- Aim for annual growth in sponsorship revenue

RECREATION
Division

INCREASE PARTICIPATION AND PERFORMANCE IN COMPETITIVE SWIM PROGRAMS THROUGH COMPREHENSIVE TRAINING OPPORTUNITIES.

ACTIONS/STRATEGIES

- Implement aquatics camps, offering in-pool, dry land and nutrition training over school break camps with specialized instruction
- Launch Cruisers Elite, establishing a tiered swim program catering to swimmers with higher competitiveness and aspirations, through tailored training sessions and curriculum to challenge and support athletes' progression locally
- Introduce college prep curriculum, aimed at college-aged swimmers looking for high level coaching to build endurance and skill

ENHANCE AQUATICS CURRICULUM IN ORDER TO RAISE SWIMMERS IN CASTLE ROCK.

ACTIONS/STRATEGIES

- Seek to fill current gaps in Aquatics curriculum for all ages
  - Address lack of programs that currently exist between Learn to Swim and Cruisers; Cruisers and Rock Swim Team; Rock Swim Team and collegiate opportunities
- Optimize Learn to Swim offerings
  - Ensure staffing needs for aquatics curriculum are met
  - Hire and train additional Learn to Swim, Cruisers and camps instructors as needed to ensure proper student to instructor ratios
  - Implement internal mini Water Safety Instructor training course to ensure consistent and high quality training
  - Implement weekday programming of Learn to Swim offerings, catering to homeschool students and students with flexible schedules

ENSURE PROPER MAINTENANCE OF AQUATICS FACILITIES.

ACTIONS/STRATEGIES

- Complete identified repairs at Burgess Memorial Pool and Butterfield Crossing Pool
- Resurface Miller Activity Complex pool deck
- Reduce controllable down time within all aquatics facilities by standardizing maintenance scheduling needs
- Establish and implement preventative maintenance schedule



- Conduct inventory audit of all pool and splash pad equipment and parts
- Inspect all pool motors and develop replacement plan
- Refit Rec Center aquatics mechanical, pump, chemical room and sand filters
- Replace high rate sand pool and lap pool filters

EXPAND ARTS AND ENRICHMENT PROGRAMMING AT CANTRIL SCHOOL THROUGH SPACE USE ANALYSIS AND ADJUSTMENTS.

ACTIONS/STRATEGIES

- Upgrade electrical service for pottery kilns and future air handling units
- Investigate the potential to create an arts and enrichment teaching position
- Purchase new pottery wheels to replace old, maintenance-ridden wheels

RECREATION
Division

OFFER QUALITY CONTRACTED ARTS AND ENRICHMENT PROGRAMS, APPEALING TO A WIDE RANGE OF PARTICIPANT AGES AND INTERESTS.

ACTIONS/STRATEGIES

- Identify community needs for art classes through a market analysis and evaluate whether to keep potential new offerings internal or contracted out
- Create homeschool programs with contractors to run at Cantril School during weekdays
- Develop and activate after school arts and enrichment programs for youth

ENHANCE CAMP OPERATIONS AND EXPAND SERVICES TO MAXIMIZE QUALITY OF SCHOOL BREAK CAMP OPTIONS.

ACTIONS/STRATEGIES

- Streamline process for connecting Therapeutic Recreation participants with camp options
- Develop comprehensive training modules for camp staff
- Evaluate the functional fitness space at the Miller Activity Complex to optimize its use for camp activities
- Conduct analysis to identify potential camp offerings and required licenses at the proposed Sports Development Center

INCREASE REACH AND QUALITY OF ATHLETICS PROGRAMS.

ACTIONS/STRATEGIES

- Align staffing structure with program and league needs
- Explore new athletic programs and events to expand offerings at the proposed Sports Development Center
- Identify opportunities to expand TeamSideline software usage to improve operational efficiency
- Review and revise league rules as needed to support effective program operations
- Explore opportunities to establish new running events, such as a holiday race series
- Support excellence in athletics through continued training of staff and officials
- Increase use of scheduling software to maximize coordination of facilities
- Inventory existing court and field signage and explore need for expansion and updating
- Update Athletics policies and procedures across operations, including field rentals, rainout communications, league management, registration and fee structures to ensure consistency and address rising operational costs







RECREATION
Division

INCREASE BIRTHDAY PARTY MARKET REACH AND SERVICE QUALITY.

ACTIONS/STRATEGIES

- Diversify party package offerings through exploration of partnerships with vendors to engage a wider range of ages and interests and increase retention
- Enhance party host training, with specific focus on Rec Center, Burgess Memorial Pool and Cantril School facilities that are less frequently used
- Optimize party supply inventory management across all locations
- Maximize revenue generation by filling available birthday party slots at all locations
- Conduct theme analysis and market research for considerations of parties in proposed Sports Development Center

OPTIMIZE THE ACCESSIBILITY OF FITNESS OPPORTUNITIES WITHIN THE COMMUNITY.

ACTIONS/STRATEGIES

- Expand youth fitness opportunities
- Investigate strategies to improve space utilization within the Fitness Studio, including exploration of locked storage space
- Elevate quality and effectiveness of personal training program through:
  - Refining procedures for form and paperwork management for participants and staff
  - Achieving increase in year-over-year personal training sales by enhancing program visibility and implementation of strategic program promotions
- Implement Cartegraph to track fitness equipment's maintenance and replacement schedule
- Provide high-quality fitness equipment through procurement of and aherence to preventative maintenance and replacement schedule
- Conduct research to identify potential fitness programs and amenities to ensure alignment with community needs, interests and industry trends in existing facilities and proposed Sports Development Center







RECREATION
Division

ENSURE QUALITY OFFERINGS WITHIN ADVENTURE CLUB PRESCHOOL.

ACTIONS/STRATEGIES

- Complete the Colorado Shines accreditation renewal process in 2025, with the goal of increasing the program's quality rating
- Prepare for future accreditation through the National Association for the Education of Youth Children (NAEYC)

INCREASE AWARENESS OF, ADVOCACY FOR, AND PARTICIPATION WITHIN THERAPEUTIC RECREATION PROGRAM.

ACTIONS/STRATEGIES

- Analyze and strengthen internal and external partnerships
  - Document and promote external partnership expectations and elements
  - Conduct needs assessment to explore, secure and implement new partnerships
  - Evaluate existing external partnerships
  - Enhance relationships with interdepartmental staff and their offerings to increase Therapeutic Recreation participant's involvement in other divisional programs through inclusion services
- Enhance Therapeutic Recreation program
  - Develop and implement core program elements, including mission and vision, core service areas, domains, documentation and assessments
  - Establish, implement and evaluate seasonal offering calendar
  - Establish contracted medication administration partnership, potentially in partnership with camps
  - Increase marketing efforts of program offerings
- Increase awareness of disability and inclusion principles
  - Establish training program for disability awareness, etiquette and advocacy for internal and external partners
  - Increase awareness of inclusion procedures, policies and principles through education, clear documentation and establishment of defined language







RED HAWK RIDGE
Golf Division



OVERVIEW

MISSION

Red Hawk Ridge will provide a challenging, high quality golf experience for the local and regional golfer and promote the growth of the game through skill development and tournament offerings. Red Hawk will be an economic driver and social hub for the community.

VISION

The Golf Division will strive for greater efficiencies by using effective tee time scheduling/software, efficient maintenance equipment, high quality materials and new irrigation technologies.

OPERATING PHILOSOPHY

We strive to deliver an exceptional golf experience for the daily fee user, tournament golfer and league members, by providing a challenging course, first-class environmentally responsible maintenance, customer service and dining, offering professional golf equipment, training and attire.

RED HAWK RIDGE
Golf Division

ISSUES AND CHALLENGES

MANAGE AND SAFEGUARD ASSETS
As the number of golf rounds increases annually, there is a heightened need for staff to efficiently manage and safeguard course assets to ensure longevity, security and optimal utilization.

PLAN FOR FUTURE CAPITAL IMPROVEMENTS
The significant growth in play following the COVID-19 pandemic places increased pressure on the course to plan for and execute capital improvements to continue to meet the high expectations and demands of golf patrons in a competitive industry.

EVENT SUPPORT
Finding balance between offering tee times and hosting tournaments, leagues and events at the course has proven challenging in recent years, yet ensuring optimal utilization and enjoyment for regular players and other attendees will be essential for long-term sustainability.

GROW THE GAME
Improving the use of technology, enhancing advertising efforts and increasing youth participation are key for future viability.

FLEXIBILITY
The continual demand to adapt to evolving market trends remains high in the golf industry, and Red Hawk will need to remain flexible to ensure relevance and competitiveness.

ENTERPRISE
The operation at Red Hawk Ridge Golf Course as a fully financial self-sufficient enterprise without tax fund support will continue to be an ongoing challenge and require continual monitoring and evaluation.







RED HAWK RIDGE
Golf Division

THREE-YEAR GOALS

1. Maintain the Audubon Cooperative Sanctuary Designation.
2. Increase the use of available and emerging technological advances.
3. Maintain overall quality, durability and appearance of the golf course.
4. Address rising operational costs through means such as increasing golf cart rental rates.
5. Provide a high level of services and products.
6. Extend the seasonal use of the outdoor patio.
7. Continue the development of junior golfers and target millennial golfers through social media in an effort to create more lifetime golfers.
8. Enhance the player experience at Red Hawk Ridge Golf Course.
9. Pay off debt in 2027.



RED HAWK RIDGE
Golf Division

MEASURABLE OBJECTIVES

ADJUST GREEN FEES TO ADDRESS RISING OPERATIONAL COSTS.
ACTIONS/STRATEGIES
- Increase golf cart rental fees
- Plan for 2026 budget adjustment to account for increased reclaimed water rates and support sustainable irrigation

COMPLETE COURSE AND INFRASTRUCTURE IMPROVEMENTS.
ACTIONS/STRATEGIES
- Replace the irrigation main station and two booster pumps
- Complete parking lot repairs
- Add black tees to holes nine and 18
- Evaluate extension of the driving range
- Replace range ball dispenser

MAINTAIN CUTTING EDGE TECHNOLOGY IN GOLF CART FLEET.
ACTIONS/STRATEGIES
- Budget for and purchase new golf fleet powered by lithium batteries

UTILIZE NEW PRACTICE GREENS STRATEGICALLY.
ACTIONS/STRATEGIES
- Increase youth camp offerings
- Increase tournament practice space

MAINTAIN THE AUDUBON COOPERATIVE SANCTUARY DESIGNATION.
ACTIONS/STRATEGIES:
- Meet minimum standards set forth by Audubon International in six categories: Environmental Planning, Wildlife and Habitat Management, Outreach and Education, Chemical Use Reduction and Safety, Water Conservation, and Water Quality Management
- Host an independent third party to verify that certified golf courses continue to meet the minimum standards and submit a report accordingly
- Continue to plant drought hearty plants in all clubhouse garden areas to conserve water



PAY OFF DEBT.
ACTIONS/STRATEGIES
- Make final debt payment to the Golf Fund in 2027 for the reserve required for the series 2015 bonds

INCREASE OPERATIONAL STAFFING.
ACTIONS/STRATEGIES
- Provide courteous and service-minded seasonal staff to help separate us from competition

CASTLE ROCK
Parks and Trails Foundation



OVERVIEW
The Castle Rock Parks and Trails Foundation, a 501(c)(3) nonprofit founded in 2012, enhances local parks and trails to connect the community with nature. Led by an Executive Director and passionate volunteers, we're dedicated to improving outdoor spaces in Castle Rock.

VISION
The Castle Rock Parks and Trails Foundation's vision is to elevate the community's recreational, cultural and educational experiences. We work closely with the Town of Castle Rock and other local resources to make our outdoor spaces the best in class.

MISSION
Our mission is to engage, educate and advocate for outdoor experiences that promote community wellness, inclusivity and environmental stewardship.

CASTLE ROCK
Parks and Trails Foundation

THREE-YEAR GOAL

Continue to enhance Castle Rock's parks, open spaces and trails

MEASURABLE OBJECTIVES

EDUCATION

ACTIONS/STRATEGIES

- Create partnership with local schools and Colorado State University to offer after school and summer camp programs to get youth active outside and promote emotional regulation through outdoor education
- Expand the use of the Agents of Discovery app in Castle Rock to offer additional augmented-reality missions to engage families and kids at local trails and parks

PROJECTS

ACTIONS/STRATEGIES

- Design and create pollinator garden
- Continue to implement the Great Outdoors camp scholarship procedure and award
- Continue to identify organizational objectives and projects through annual board of directors planning sessions

FUNDRAISING

ACTIONS/STRATEGIES

- Manage the alcohol sales at the Tunes for Trails summer concert series
- Continue to implement additional fundraising opportunities at the concert series, through drawings, merchandise sales, etc.
- Continue to host and increase attendance at signature events, including Twilight on the Trails at Lost Canyon Ranch Open Space

VOLUNTEERISM

ACTIONS/STRATEGIES

- Grow board of directors and establish project committees to expand operational capacity and take on increased projects
- Create board and volunteer recruitment procedures
- Increase volunteer participation and hold dedicated volunteer appreciation event



APPENDIX A
2030 Comprehensive Master Plan

The Parks and Recreation Three-Year Strategic Plan is consistent with the Town of Castle Rock's Vision Statement and Cornerstones that were established in the 2030 Comprehensive Master Plan.

TOWN OF CASTLE ROCK VISION STATEMENT

The Town of Castle Rock is a world-class community that embraces its history and heritage and small-town character. The Town will:

- Be physically freestanding, maintaining open spaces with mountain and prairie views
- Preserve and enhance history and heritage through a vibrant Downtown
- Diversify the local economy through job creation and economic development
- Encourage retail and employment-based business at the interchange overlay districts along the Interstate 25 corridor and in other activity centers throughout the Town
- Maintain a high quality of life as a safe, family-friendly community with a variety of recreational opportunities and community events
- Plan for responsible growth that balances housing services, and employment while preserving and enhancing surface transportation, open space, water and other natural resources
- Ensure a safe community through outstanding community services including police, fire, emergency medical, parks, recreation, water and transportation
- Continue to serve as the County seat and the center for governmental services

FOUR CORNERSTONES

The Four Cornerstones reflect Castle Rock's key focus areas and serve as the organizing framework for the Comprehensive Master Plan. To effectively support the community's vision, the principles and policies noted in the Four Cornerstones should be held in balance as part of day-to-day decision-making.

DISTINCT TOWN IDENTITY

Our goal is to ensure Castle Rock is recognized and rewarded as a unique and welcoming community distinguished by its vibrant and historic Downtown, small-town character, distinct identity as the Douglas County seat, diverse and easily accessible recreation options, scenic natural environment and family-friendly activities.

RESPONSIBLE GROWTH

Colorado is growing, which means Castle Rock is too. Our goal is to ensure Castle Rock plans for responsible development that accommodates the needs of existing and future residents while enhancing the Town's own character, maintaining a distinct identity and ensuring we remain a vibrant freestanding community within the region.

COMMUNITY SERVICES

Our goal is to ensure quality community services and infrastructure are provided in an efficient manner to support public health, safety and welfare to maintain a high quality of life for Castle Rock residents and business owners.

THRIVING ECONOMY

Our goal is to ensure Castle Rock is a self-sufficient community where people can work, live and play. This includes a business environment that offers a broad range of primary employment opportunities for residents and maintains a healthy tax base.

APPENDIX A
2030 Comprehensive Master Plan

The following principles from the 2030 Comprehensive Master Plan relate directly to the mission of the Parks and Recreation Department and the services it provides.

SUPPORTING PRINCIPLES

PRINCIPLE ID-3: CONTINUED TRADITION OF LOCAL COMMUNITY EVENTS, INCLUDING ARTS, CULTURAL AND ENTERTAINMENT OPPORTUNITIES

- ID-3.1: EVENTS AND ACTIVITIES Continue to work with the Downtown Alliance, Castle Rock Chamber of Commerce and Visitor's Center, Douglas County, and other partners on a variety of community-oriented events and activities that appeal to Castle Rock residents and visitors of all ages. Place a particular emphasis on events that celebrate Castle Rock's cultural heritage, reinforce the community's small-town character and promote economic vitality.
- ID-3.2: ARTS AND HUMANITIES Embrace the role visual and performing arts and humanities play in maintaining and developing Castle Rock's identity and personality. Strive to make a variety of resources accessible to residents and visitors alike.

PRINCIPLE ID-4: FREESTANDING COMMUNITY THAT MAINTAINS NON-URBAN DEVELOPMENT ON ITS BORDERS

- ID-4.3: PRESERVATION OF EDGES Use funding resources to purchase property that strategically maintains and/or creates separation from future development pressures.

PRINCIPLE ID-6: A COMMUNITY RECOGNIZED FOR AND ENHANCED BY ITS NATURAL ENVIRONMENT AND SCENIC VISTAS

- ID-6.1: NATURAL ENVIRONMENT PROTECTION Identify and preserve important properties that offer unique natural and scenic vistas or other characteristics that distinguish Castle Rock from other communities, such as significant buttes, ridgelines, rock formations, agricultural lands, and water features. Apply these considerations to private development as well as to the design and construction of public facilities and infrastructure projects, encouraging design that is sensitive to community values.

PRINCIPLE ID-7: A HIGHLY ACCESSIBLE AND WELL-DISTRIBUTED SYSTEM OF PARKS, RECREATION FACILITIES, OPEN SPACE AND TRAILS

- ID-7.1: PARKS AND RECREATION FACILITIES Provide a variety of indoor and outdoor spaces that encourage and facilitate active community recreation and celebration, are well-distributed throughout Town and that meet the community's unique needs.
- ID-7.2: OPEN SPACE Establish permanent open space and natural buffers to preserve fragile ecosystems, habitats and corridors. Provide opportunities for passive recreation. To help maintain the community's freestanding character, consider changes to the open space requirements to allow larger areas of usable open space and encourage clustering of denser residential development.
- ID-7.3: TRAILS Continue to build a connected municipal trails system that meets the needs of a wide diversity of users, connects Castle Rock's neighborhoods and activity centers, and provides linkages to the regional trails system.

PRINCIPLE RG-3: COHESIVE NEIGHBORHOODS, WITH A MIX OF LAND USES THAT OFFER A VARIETY OF LIFESTYLE OPTIONS FOR CASTLE ROCK RESIDENTS AND MEET THE SHORT- AND LONG-TERM NEEDS OF THE COMMUNITY WHILE CREATING A PLACE WHERE PEOPLE CAN LIVE, WORK, AND PLAY.

- RG-3.1: COMPLETE NEIGHBORHOODS Encourage the development of complete residential neighborhoods that provide residents with a full range of services and amenities that include schools, parks or other recreation facilities, open space, community centers or neighborhood shopping.
- RG-3.5: PEDESTRIAN AND BICYCLE ORIENTATION Encourage development patterns that create efficient and complimentary relationships between residential uses, transportation facilities, and public and private services. Provide pedestrian and bicycle trails that link neighborhood amenities to allow safe and convenient access for all residents.

APPENDIX A
2030 Comprehensive Master Plan

PRINCIPLE RG-7: AN INTEGRATED MULTIMODAL TRANSPORTATION SYSTEM THAT ALLOWS FOR THE SAFE AND EFFICIENT MOVEMENT OF PEOPLE AND GOODS

- RG-7.1: CONNECTIVITY Minimize transportation network barriers for all modes including cars, bicycles, pedestrians, freight rail and future transit to enhance connectivity both within Castle Rock and to other parts of the region. Minimize congestion through the balanced distribution of traffic on Town streets.

PRINCIPLE RG-8: PROTECTION AND CONSERVATION OF NATURAL RESOURCES, SENSITIVE AREAS, RIDGELINES AND AREAS OF OPEN SPACE THROUGHOUT THE TOWN

- RG-8.2: OPEN SPACE AND NATURAL AREAS Plan and provide for high-quality open space areas to accommodate community events, active and passive recreation, trail linkages and natural buffers.
- RG-8.5: ENVIRONMENTAL STEWARDSHIP Continue to promote a more sustainable Castle Rock through programs that encourage recycling and water and energy conservation. Increase public awareness through other initiatives that promote responsible stewardship of the Town's natural resources.
- RG-8.6: HABITAT MANAGEMENT Work closely with the Colorado Parks & Wildlife to identify and protect the habitats of threatened and endangered species in and around Castle Rock, using open space as a tool to connect wildlife habitat and movement corridors where appropriate.
- RG-8.9: WILDLAND URBAN INTERFACE Improve public awareness of the potential dangers of developing within the Wildland Urban Interface (WUI) and educate applicants and residents about the types of measures they can use such as building and site design, access, maintenance and other mitigation measures to protect themselves, their property and their communities.



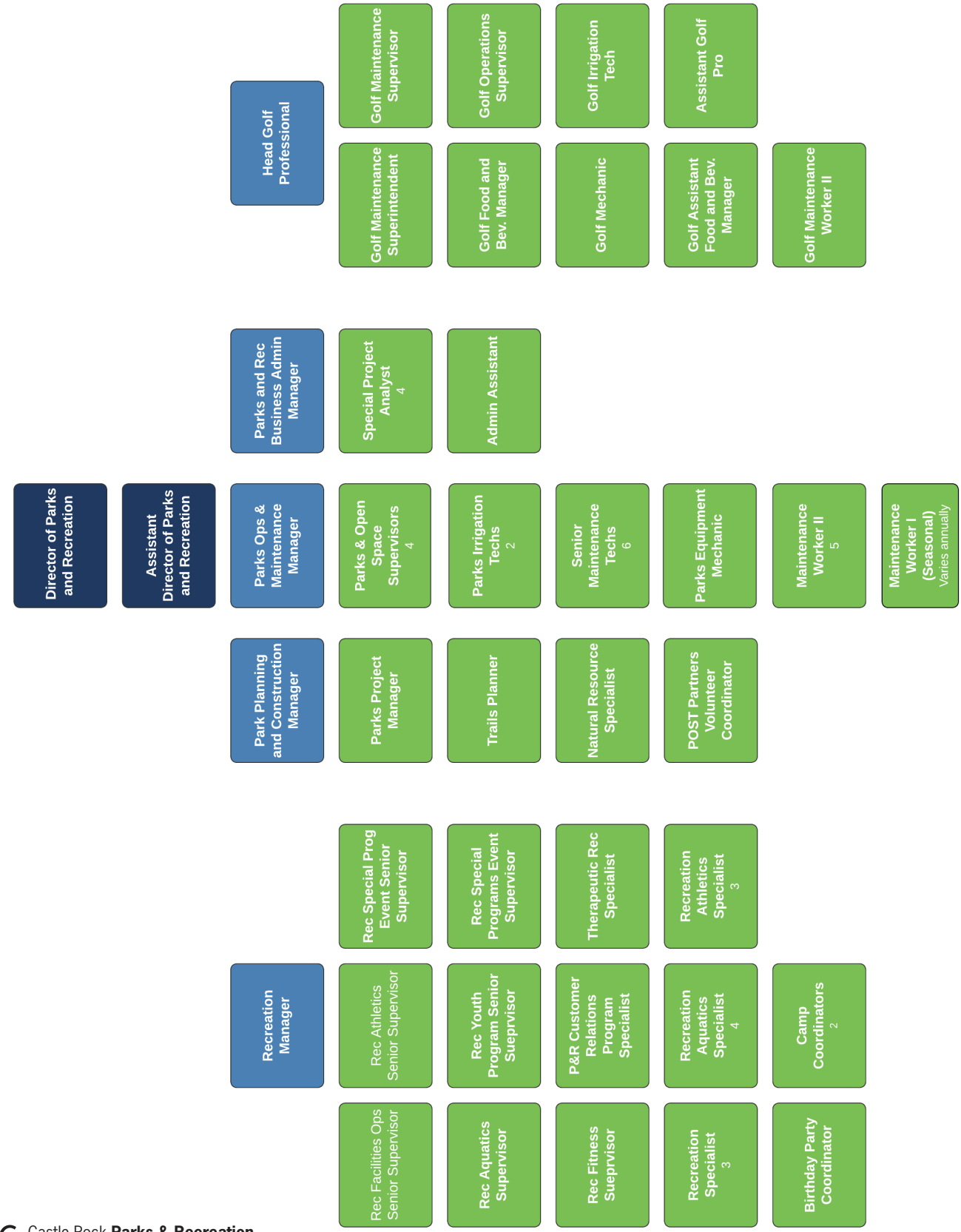
PRINCIPLE RG-9: CONTINUE TO SECURE A RENEWABLE WATER SUPPLY TO SERVE THE LONG-TERM NEEDS OF THE COMMUNITY

- RG-9.4: WATER CONSERVATION Implement water conservation principles related to landscape design and installation. Continue to manage peak demands in accordance with the Town's Water Use Management Plan.

PRINCIPLE CS-5: OUTSTANDING EDUCATION, HEALTH AND PARKS AND RECREATION FACILITIES TO FURTHER A HEALTHY LIFESTYLE

- CS-5.3: PARKS AND RECREATION FACILITIES Provide convenient access to recreation resources and open space throughout Town by locating neighborhood parks within walking distance of residents and convenient access to trails. Create sufficient passive open space corridors that are contiguous and integrated into Town and County local and regional trail systems that encourage an active and healthy lifestyle. Provide recreational facilities and programs for Town residents that meet a variety of athletic interests.

APPENDIX B
Organizational Chart



APPENDIX C
Completed Objectives 2021 to 2024

The Parks and Recreation Department typically produces strategic plans every three years to guide its short-term direction, focusing on areas that need attention, improvement or change. Additionally, the department follows its Master and Comprehensive plans to define its long-term vision and cover all aspects of departmental operations.

The department's previous Strategic Plan spanned 2018 through 2020. The primary reason for the resulting gap is the COVID-19 pandemic, which significantly impacted the organization's ability to engage in three-year planning. The pandemic forced the department to be more adaptive, flexible and responsive to rapidly changing circumstances, often shifting focus from visionary strategic planning to immediate crisis management and short-term adaptation.

Despite this gap in strategic planning periods, the department continued to work towards its long-term vision and overall strategic priorities. While not comprehensive, the measurable objectives listed below were completed during the gap, illustrating parks and recreation's continued progress towards objectives outlined in the Master and Comprehensive plans. These accomplishments laid a strong foundation for this 2025 to 2027 Strategic Plan, positioning the department to achieve its long-term goals.

PARKS, OPEN SPACE AND TRAILS

ACQUIRED LOST CANYON RANCH OPEN SPACE.

- Executed IGA with Douglas County to secure financial contribution for the acquisition
- Executed agreement with Great Outdoors Colorado for the Centennial grant program award
- Executed purchase agreement with The Conservation Fund and subsequent conservation easement

PREPARED FOR AND IMPLEMENTED EXPANDED ACCESS TO NEW OR UPDATED FACILITIES FOR PUBLIC USE AND ENJOYMENT.

- Received and activated 60 acres of donated land and homestead at Metzler Family Open Space, developing trailhead parking and wayfinding materials
- Partnered with Douglas County to draft master plan for the 680-acre Cobblestone/Macanta Open Space
- Completed the renovation of Butterfield Crossing Park featuring Possibilities Playground

CONSTRUCTED EMERALD PARK.

- Contracted administration and construction completion
- Planned for and implemented a grand opening celebration

CONTINUED THE REINVESTMENT OF ZIP LINE REVENUES INTO PHILIP S. MILLER PARK.

- Continued to improve the Park to boost revenues and enhance visitor experience through Playloop construction
- Replaced Millhouse furniture and slide surfacing within the Adventure Playground

ADDRESSED STAFFING NEEDS TO MAINTAIN LEVELS OF SERVICE FOR DEVELOPMENT AND OPERATIONS.

- Hired a new Parks Project Manager
- Hired a new Parks/Open Space Supervisor to oversee landscape and forestry operations
- Developed landscape, streetscape and urban forestry crew

RENOVATED MITCHELL GULCH PARK.

- Expanded opportunities for tennis by constructing the Town's first league play outdoor tennis center
- Completed life-cycle renovations, plumbed restrooms and accessibility improvements
- Planned for and implemented grand reopening celebration

EXTENDED TRAIL SYSTEMS AND COMPLETED TRAIL CONNECTIONS.

- Connected the Front Range Trail to the Crystal Valley Trail system with an unpaved open space trail along the south boundary of Montaine
- Completed the Colorado Front Range Trail through Castle Rock
- Expanded access to open space by developing unpaved trails within the Montaine and Cobblestone Ranch Open Space areas
- Completed a half-mile trail segment along East Plum Creek Trail in collaboration with Millers Landing
- Connected the trail at Philip S. Miller Park to the pedestrian underpass at Plum Creek Parkway

APPENDIX C
Completed Objectives 2021 to 2024

EXPANDED EQUIPMENT WITHIN EXISTING FACILITIES TO PROVIDE SAFE AND EFFICIENT OPERATIONS.

- Purchased new maintenance equipment, including backhoe, field groomer, concrete sweeper, all-terrain spray unit and forklift

DEVELOPED A PLAN TO ADDRESS MAINTENANCE ISSUES AT GEOGRAPHICALLY UNIQUE SPACES.

- Conducted improvements to the Challenge Hill stairs at Philip S. Miller Park

FACILITIES

MAINTAINED GOLF COURSE QUALITY AND ADJUSTED FEES APPROPRIATELY TO MEET DEMAND AND OPERATIONAL NEEDS.

- Constructed a 7,000 square foot practice green
- Increased all posted green fees $5 in 2023

COMPLETED GOLF COURSE AND INFRASTRUCTURE IMPROVEMENTS.

- Added permanent heaters to the outdoor patio
- Constructed a new storage unit to expand capacity
- Updated the clubhouse interior to include new flooring, paint, fixtures, audio system and furniture
- Replaced line cooler
- Constructed a synthetic turf driving range hitting station for off-season and inclement weather use
- Constructed a maintenance path from shop to hole 18, increasing staff safety
- Conducted updates to the exterior aesthetics of the clubhouse

PARTNERED WITH CD-ACME TO DEVELOP A PLAN FOR THE PROPOSED SPORTS DEVELOPMENT CENTER.

- Completed construction documents
- Developed financing strategy to complete the project and seek Council approval

ENSURED PROPER MAINTENANCE OF AQUATICS FACILITIES.

- Repainted the leisure pool play structure and play features
- Replaced Rec Center leisure pool play structure netting
- Installed new water piping to the leisure pool slides
- Reframed and added fiber-reinforced plastic walls to the chemical rooms for water resistance
- Installed an air compressor in the Rec Center leisure pool area to fill slide tubes
- Replaced ADA lift chairs
- Repaired dump bucket feature
- Installed slide dispatch system in leisure pool slide area
- Reconfigured Miller Activity Complex sanitation system to bulk chlorine

CONDUCTED SLIDE TOWER REPLACEMENT PROJECT AT THE RECREATION CENTER TO PROVIDE SAFE AND EFFICIENT OPERATIONS.

- Demolished the existing slide tower stairs, slide tower enclosure and pump pit ceiling for the leisure pool reconstruction project
  - Repaired and resurfaced the existing leisure pool slides for reinstallation
  - Rebuilt the slide tower with structural concrete masonry block and installed a new roof, windows and lighting
  - Painted all interior steel structures from the deck to the ceiling with high performance coatings
  - Installed reinforced fiberglass stair treads and landing deck
  - Replaced the sealant joints between the pool shell and deck and building wall perimeter
  - Replaced necessary pool valves, upgraded the pump room and placed new pump controls in safer location for staff operation
  - Installed new roof-mounted chemical exhaust fans and associated duct work
  - Installed new steel stair supports and handrails from hot-dipped galvanized steel

CONTINUED TO DEVELOP PLANS TO ENHANCE THE CANTRIL SCHOOL.

- Drafted an arts and enrichment program plan and executed space analysis, evaluating community needs
- Expanded cultural arts programming
- Secured arts and enrichment premier partnership
- Developed appropriate staffing model for the facility
- Facilitated capital improvement projects to address accessibility needs
  - Completed restroom and kitchen construction on main level
  - Installed ADA lift

APPENDIX C
Completed Objectives 2021 to 2024

CONDUCTED CAPITAL IMPROVEMENT PROJECTS WITHIN EXISTING RECREATION FACILITIES TO PROVIDE SAFE AND EFFICIENT OPERATIONS.

- Implemented rolling schedule for Rec Center facility maintenance projects to eliminate full facility maintenance closures
- Replaced gymnasium divider curtain

EXPANDED ARTS AND ENRICHMENT PROGRAMMING AT CANTRIL SCHOOL THROUGH SPACE USE ANALYSIS AND ADJUSTMENTS.

- Analyzed space for classes and programs, given water, electrical and storage constraints
- Investigated potential for specific arts and enrichment wing in order to deepen community roots
- Developed plans in areas throughout facility to display and rotate art created within the Cantril School
- Purchased lockers and established locker rental program
- Created spectator lounge
- Created a pro shop within facility for art supplies
- Evaluated pottery programming and assessed value of pursuing a pottery guild membership structure
- Investigated the potential for a dance studio

RECREATION PROGRAMMING

INCREASED MARKET REACH OF BIRTHDAY PARTY BOOKINGS.

- Increased number of parties held in 2023 over 2022 by 13.5%, and increased profit margin by 11%
- MAC named 2023 Family Spotlight Award Winner for Best Party Venue by Mac Kid
- Completed updates at Burgess Pool to host parties for the first time in four years, resulting in 15 hosted parties in 2023
- Hosted first Art Party at Cantril Schoolhouse in partnership with KidzArt

INCREASED REACH OF AND OFFERINGS FOR FITNESS AND WELLNESS OPPORTUNITIES.

- Completed installation of new line of cardiovascular equipment in December 2022
- Completed installation of new circuit weight equipment in August 2023
- Adjusted layout of equipment in Rec Center to create more space for use
- Increased group fitness class participation in 2023 to 25,500, which averages to 2,200 monthly participants
- Increased personal training sessions in 2023 4% over 2022
- Expanded yoga offerings through elimination of contracted yoga studio and taking over of yoga offerings, increasing offerings to 11 weekly yoga classes, which now regularly meet capacity; planned for and implemented Yoga in the Park

EXPANDED REACH AND IMPACT OF ARTS AND ENRICHMENT PROGRAM OFFERINGS.

- Purchased new pottery program kilns, allowing for future program growth in new space, and increased classes and participation in pottery programming
  - Increased Pottery Lab participation 223% in 2023 over 2022 due to expanded Pottery Lab offerings
  - Expanded geographical reach of pottery programs in 2023, hosting students from Douglas County and the greater metro area
- Planned for and activated Cantril Schoolhouse
  - Moved KidStage, Youth Dance and KidzArt classes to new facility
  - Offered first camp at new facility over fall break 2023
  - Purchased new dance floor and activated dance programming
  - Moved both pottery kilns to Cantril Schoolhouse
- Expanded contracted programs in Recreation division, appealing to a wider range of ages and interests
  - Added TeenzArt programming in 2023
  - Added Avout Mountain Biking in summer 2023, with program selling out every session except the first
  - Attendance in offerings increased in nearly every category in 2023
  - Added Scuba offerings, formed through stronger partner with contractor, standardizing invoicing and payment process
- Increased participation and net revenue in 2023, including:
  - 137% growth in Adult Couples Dance
  - 123% growth in Pottery Labs
  - 262% growth in KidStage
  - 50% growth in all program participation
  - 39% growth in net revenue for Arts and Enrichment programs and camps
- Evaluated contract for youth dance program and assessed potential of moving to an internal format
- Moved appropriate contracted classes and camps to Cantril School, aside from Fencing due to space requirements

APPENDIX C
Completed Objectives 2021 to 2024

EXPANDED POTTERY PROGRAMMING AND INCREASED LEVEL OF SERVICE IN POTTERY OFFERINGS.

- Moved all pottery programming to Cantril School
- Created adequate storage space for pottery program
- Improved training for basic kiln maintenance and other areas to protect resources
- Trained pottery staff in creating their own glazes specific to in-house studio
- Purchased pugmill for pottery studio to reclaim clay which can be sold as a discounted studio clay
- Created policy and procedures manual for pottery programs specific to new space at Cantril School
- Increased pottery lab and class offerings
- Standardized onboarding of all new pottery program participants, ensuring delivery of policy and procedures for equipment maintenance expectations
- Implemented firing fees for student pieces
- Established quarterly pottery program registration schedule

ENHANCED THE QUALITY AND SAFETY OF AQUATICS DIVISION OFFERINGS, INCLUDING LIFEGUARD STAFFING AND TRAINING, MAINTENANCE OF POOLS AND SPLASH PADS AND PROGRAMMING.

- Achieved a fully-staffed status
- Hired Learn to Swim Aquatics Specialist
- Repaired Festival Park splash pad after flooding
- Enhanced lifeguard program
  - Achieved 95% conversion by December 2023 in lifeguard training from ARC to StarGuard
  - Implemented regular in-service lifeguard trainings, establishing higher standards for culture and behavior
  - Implemented use of SubItUp for certification tracking and monitoring
- Ensured proper maintenance of facilities
  - Optimized cleaning policies and procedures, standardizing cleaning products based on industry best practices
  - Implemented safety audits of all Aquatics facilities
  - Secured used vehicle from Fleet Operations for the transport of pool chemicals between facilities
- Improved swim team offerings and facilities
  - Introduced competitive swim lessons and clinics
  - Installed backstroke flags at Butterfield Crossing Pool

SOUGHT AND SECURED ALTERNATIVE FUNDING SOURCES FOR CAMP AND ADVENTURE CLUB PRESCHOOL PROGRAMS.

- Secured the Child Care Operations Stabilization and Workforce Sustainability grants for camps in the amount of $142,191, enabling the:
  - Purchase of camp registration software CampDoc
  - Purchase of iPads for all camp groups
  - Addition of outdoor picnic space at the Miller Activity Complex
  - Purchase of additional shelving and computers to accommodate growing camp staff
  - Hiring of additional camp staff to increase rate of Camp Counselor and Camp Aide to participant ratio
- Secured the Child Care Operations Stabilization and Workforce Sustainability grants for Adventure Club Preschool in the amount of $82,827, enabling the increase of pay rate for Preschool Instructors
- Secured $5,660 from the Colorado Shines Improvement funds for Adventure Club Preschool to replace classroom furniture and provide each classroom a CLASS Observation and coaching hours for each instructor

ENHANCED SCHOOL BREAK CAMP OFFERINGS, RESULTING IN REVENUE AND PARTICIPATION INCREASES.

- Increased summer camp gross revenue by 20% in 2023 compared to 2022
- Established internal partnership with Therapeutic Recreation to integrate Therapeutic Recreation camps into Rock Rec camps, serving 63 campers
- Boosted MAC Adventure Day camp participation by 80% in 2023 compared to 2022
- Optimized Middle School Madness offerings, resulting in an increase in participation and necessitating the hiring of a Middle School Madness Coordinator
- Enhanced camp office space at the Miller Activity complex with storage room and other modifications
- Created outdoor secured picnic space on the west side of the Miller Activity Complex
- Implemented use of camp registration software
- Reclassified, as appropriate, -20 coordinator positions to 30+ positions in areas which will allow for greater consistency and lead to increased net revenue generation

APPENDIX C
Completed Objectives 2021 to 2024

INCREASED QUALITY AND CAPACITY OF ADVENTURE CLUB PRESCHOOL OFFERINGS.

- Launched Universal Pre-K (UPK) in fall 2023, filling 10 half-time and 70 part-time slots
- Added Lunch Bunch option to Adventure Club Preschool to meet Universal Preschool requirements
- Established additional UPK preschool classroom to meet space demands, ensuring proper licensing for studio

ENHANCED THE QUALITY AND EFFICIENCY OF ATHLETICS PROGRAMS THROUGH OPERATIONAL IMPROVEMENTS.

- Expanded adult pickleball offerings and improved program quality through additional drop-in league options
- Developed and implemented a standardized onboarding process for training staff and officials
- Standardized Athletic Coordinator responsibilities to include on-site presence and adequate program staffing
- Launched operational procedures and successfully implemented pickleball banner sponsorship program
- Supported onboarding of Ankored platform to streamline and track volunteer youth coach compliance
- Established partnership with Positive Coaching Alliance to support coach development and program values
- Completed staffing reorganization to align coordinators under appropriate specialists for operational efficiency
- Implemented standardized programming process to review and vet new and existing recreation offerings
- Established and applied program profit/loss standards
- Addressed facility rental demands by restructuring staff responsibilities for field permitting
- Launched program survey process to collect, analyze and apply participant feedback for improvements
- Restructured race staffing model to incorporate special event oversight and enhance event execution
- Created and implemented policy for youth and adult sport ejections to support enforcement and consistency
- Developed new interview questions for key athletics positions to improve hiring outcomes
- Created and adopted lightning policy for athletic programs
- Formed game-day partnership with Colorado Rockies to offer youth parade experience
- Partnered with Colorado Avalanche to introduce hockey clinics to local participants
- Developed and now maintain weather tracking system in coordination with Parks Maintenance and Operations to ensure billing accuracy



COMMUNITY ENGAGEMENT

CONTINUED OPTIMIZATION OF WEBSITE.

- Launched new website design featuring new look and navigation features in conjunction with Communications
- Employed use of volunteer posting, recruitment, screening and reporting on VolunteerCastleRock.CRgov.com for all divisions using volunteers in operations, including:
  - POST Partners Volunteer Program
  - Athletics and Adventure
  - Golf at Red Hawk Ridge Golf Course
  - Facilities
  - Therapeutic Recreation
  - Special Events
  - Teen Advisory Group

EXPANDED ONLINE REACH.

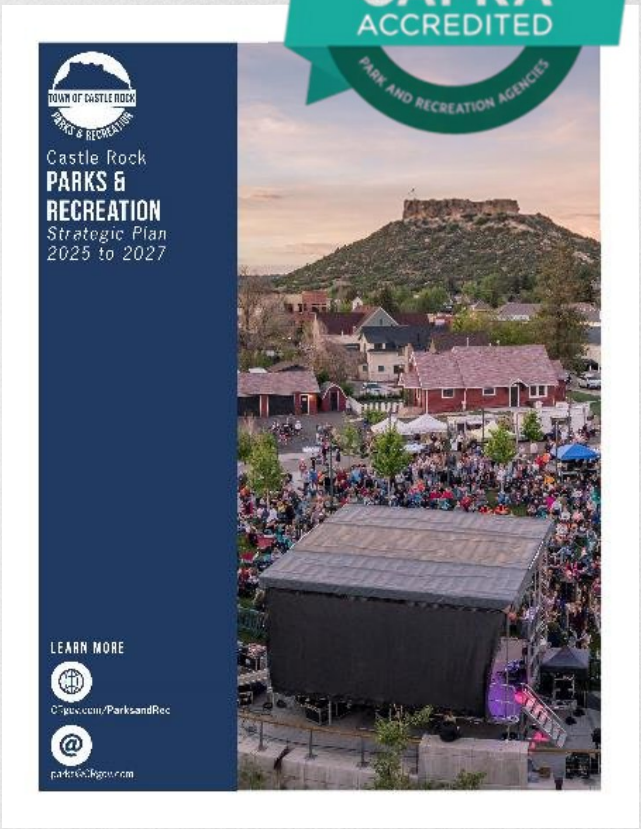
- Continued partnership with AllTrails to ensure timely communication and trail status updates for the public
- Employed use of NeoTreks for plowing operations
- Implemented Agents of Discovery in partnership with the Castle Rock Parks and Trails Foundation
- Implemented the use of Constant Contact to improve outreach efforts for all department offerings

RESOLUTION APPROVING THE CASTLE ROCK PARKS AND RECREATION DEPARTMENT 2025-2027 STRATEGIC PLAN

TOWN COUNCIL
DECEMBER 2, 2025

STRATEGIC PLAN

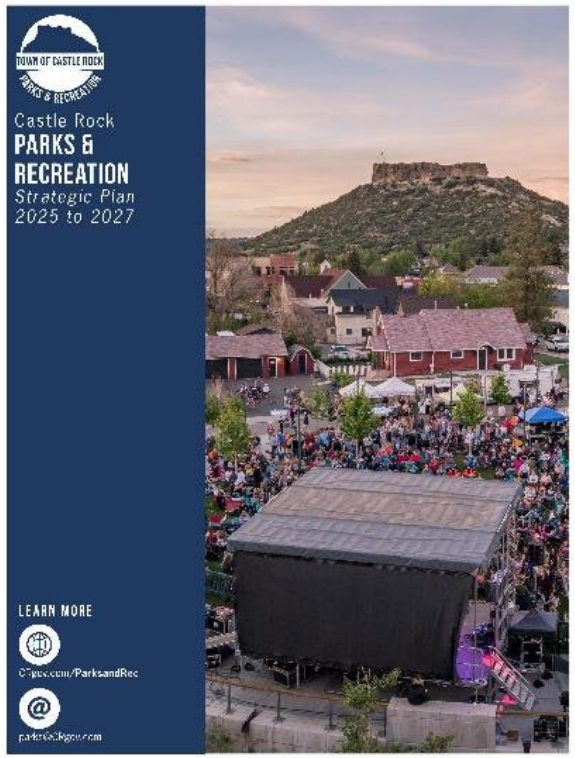
- The 2025–2027 Parks and Recreation Strategic Plan establishes a focused roadmap for maintaining Castle Rock's exceptional parks, trails, recreation facilities and open spaces
- Built on Council vision, community feedback, staff collaboration and alignment with the Town's 2030 Comprehensive Master Plan, it identifies key priorities that enhance quality of life, promote operational excellence and guide future investments in parks and recreation infrastructure
- As a nationally accredited agency, this plan also serves as a cornerstone for the department's continued accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA). It demonstrates our ongoing commitment to best practices, performance measurement, and accountability—ensuring Castle Rock remains a leader in delivering high-quality, community-driven recreation services



STRATEGIC PLAN – COMMUNITY DRIVEN

Public engagement was a key component in developing the 2025–2027 Strategic Plan. The process included:

- Extensive community input gathered through the 2023 and 2025 community surveys and additional online questionnaires, which provided insight into residents' priorities, satisfaction levels and emerging recreation needs
- Additional feedback came from user satisfaction surveys, stakeholder discussions and public meetings
- Internal workshops across all Parks and Recreation divisions to identify operational needs and improvement opportunities
- This feedback guided the refinement of the plan's goals to ensure alignment with community expectations, the Town's 2030 Comprehensive Master Plan and Town Council's vision



FROM VISION TO ACTION: STAFF IMPLEMENTATION FRAMEWORK

- Staff are well-versed in the goals, objectives, strategic initiatives and implementation strategies outlined in the plan, ensuring they are empowered to carry out Council's direction and the priorities identified through the community survey
- This framework also provides clear guidance for budgeting and resource allocation moving forward



TRACK RECORD OF EFFECTIVE IMPLEMENTATION

- Acquired Lost Canyon Ranch and completed Master/Management Plans
- Advanced planning and financing for the Sports Development Center
- Acquired and activated Cantril School for community use
- Constructed Emerald Park
- Renovated Mitchell Gulch Park and Centennial Park
- Completed the Colorado Front Range Trail through Castle Rock
- Redeveloped Butterfield Crossing Park, now featuring Possibilities Playground
- Acquired Metzler Family Open Space and constructed new trails
- Completed the Recreation Center Slide Tower Replacement Project
- Enhanced golf course quality and completed key facility upgrades



2025-2027
STRATEGIC PRIORITIES



ACTIVATE LOST CANYON RANCH OPEN SPACE

Develop public access to Lost Canyon Ranch Open Space through construction of multi-use trails, roadway and parking improvements, wayfinding and interpretive signage, and other amenities that balance recreation with habitat protection and scenic preservation.



CONSTRUCT THE CASTLE ROCK SPORTS CENTER

Develop the Castle Rock Sports Center, a state-of-the-art indoor recreation facility opening to the public in 2027. The center will feature a competitive natatorium, expanded gymnasium space, fitness and training areas, an indoor walking track, multipurpose community and meeting rooms and flexible program space designed to meet growing demand for sports, recreation and wellness opportunities in Castle Rock.



DEVELOP PRIORITY TRAIL CONNECTIONS

Advance high-priority trail projects that expand access and community connectivity:

- Industrial Tributary Trail, linking Philip S. Miller Park to Downtown
- Santa Fe Quarry Trail to connect the Red Hawk neighborhood with Ridgeline Open Space
- Establish new trails, access points and amenities within Cobblestone/Macanta Open Space enhancing regional trail access



REINVEST IN EXISTING RECREATION FACILITIES

Complete lifecycle improvements at the Recreation Center and Miller Activity Complex to extend facility life, improve efficiency and enhance user experience. Projects include:

- HVAC and mechanical replacements
- Flooring and finish upgrades, lighting improvements and locker-room renovations
- Accessibility enhancements that modernize these high-use community assets



ENHANCE CANTRIL SCHOOL

Continue reinvestment in Cantril School to support expanded arts and enrichment programs and preserve this historic facility as a vibrant hub. Projects include:

- Parking lot rehabilitation and gym and auditorium renovation
- Window and roof replacement
- Completion of a site master plan



MAINTAIN EXCELLENCE AT RED HAWK RIDGE GOLF COURSE

Continue reinvestment in Red Hawk Ridge Golf Course to sustain quality, safety and playability. Projects include:

- Irrigation main station and pump replacements
- Parking lot repairs
- Transitioning to a new lithium-battery cart fleet
- Retiring remaining debt in 2027



STRENGTHEN PARK OPERATIONS AND MAINTENANCE

- Advance ADA accessibility improvements
- Implement sustainable maintenance practices and complete lifecycle replacements across the park system through security upgrades, LED lighting conversions, tree replacements and full deployment of an asset management system to track maintenance and improve long-term efficiency



IMPROVE BUSINESS AND ADMINISTRATIVE OPERATIONS

Enhance efficiency through updated business systems, standardized procurement and reporting practices and technology integration. Implement dynamic Key Performance Indicator dashboards, streamline contracts and financial processes and strengthen data-driven decision-making to support accreditation standards and operational transparency. Maintain CAPRA accreditation by submitting the five-year review in 2026 and ongoing annual reports thereafter.



EXPAND AND CELEBRATE COMMUNITY EVENTS AND PROGRAMS

Build on the success of community events such as the Summer Concert Series, Western Heritage Cattle Drive and the Castle Rock Trail Festival. Expand programming partnerships and cultural offerings, enhance event experiences through improved logistics and engagement and continue fostering a strong sense of community identity and connection through recreation.

PROPOSED MOTION

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

Alternate motions:

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

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

TOWN OF CASTLE ROCK COLORADO

THANK YOU

QUESTIONS?

Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/2/2025

Item #: 15. **File #:** RES 2025-154

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Brad Boland, AICP, Planning Manager, Development Services

Resolution of the Town Council of the Town of Castle Rock, Colorado, Opting Out of the Provisions of Section 31-23-316, C.R.S., Regarding the Permitting of Electric Vehicle Charging Systems

Executive Summary

House Bill 24-1173 requires municipalities with populations over 10,000 to take action by December 31, 2025, regarding permitting standards for electric vehicle (EV) charging systems. Municipalities may adopt the state's model EV Charger Permitting Code, adopt their own objective permitting standards, or formally opt out and continue using their existing permitting process.

Staff has reviewed the Town's current EV charger permitting procedures and determined that the Town already provides an efficient, objective, and code-compliant process that aligns with the intent of the statewide model. The attached resolution affirms that Castle Rock will continue using its existing process.

Staff Recommendation

Maintaining the Town's existing system ensures administrative efficiency, consistency with long-standing building processes, and continued compliance with state electrical and life-safety standards. Opting out allows Castle Rock to avoid unnecessary process duplication while remaining fully compliant with HB 24-1173.

Staff recommends approval of the attached resolution opting out of Section 31-23-316, C.R.S., and affirming the Town's continued use of its existing permit review process for EV charging systems.

Proposed Motions

Approval

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

Alternative Motions

Approval with Conditions

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

Continue item to next hearing (need more information)

"I move to continue this item to the Town Council meeting on [date], 2025, at [time]."

Attachments:

Attachment A: Resolution

Meeting Date: Dec 2, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Brad Boland, AICP, Planning Manager, Development Services

Title: Resolution Opting Out of Section 31-23-316, C.R.S., Regarding the Permitting of Electric Vehicle (EV) Charging Systems

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Executive Summary

House Bill 24-1173 requires municipalities with populations over 10,000 to take action by December 31, 2025, regarding permitting standards for electric vehicle (EV) charging systems. Municipalities may adopt the state's model EV Charger Permitting Code, adopt their own objective permitting standards, or formally opt out and continue using their existing permitting process.

Staff has reviewed the Town's current EV charger permitting procedures and determined that the Town already provides an efficient, objective, and code-compliant process that aligns with the intent of the statewide model. The attached resolution affirms that Castle Rock will continue using its existing process.

Background

The Colorado General Assembly adopted HB 24-1173 to promote statewide consistency and efficiency in EV charger permitting. The law directs municipalities to adopt one of the following by December 31, 2025:

1. Adopt the Colorado Energy Office (CEO) model EV charger permitting standards;

2. Adopt local objective standards and an administrative review process specific to EV chargers; or

3. Adopt an ordinance or resolution to continue using the municipality's existing permitting review process.

The Colorado Energy Office's EV Charger Permitting Model Code establishes a standardized and expedited review process across Colorado. Key components include:

1. Streamlined Permit Review Timelines

- A requirement for clear, predictable processing times.
- An expedited administrative review for standard residential EV charger installations.
- A simplified review pathway for commercial chargers when no significant electrical service upgrade or site redesign is required.

2. Objective, Checklist-Based Submittal Requirements

- A standardized list of required documents such as site plans, load calculations, manufacturer specifications, and installation diagrams.
- Submission through a digital or electronic permitting system.
- Objective criteria for determining completeness of an application.

3. Clear Review Standards

- Permit approvals must be based solely on adopted building, electrical, zoning, and safety codes—not subjective assessments or discretionary review.
- Requirements for electrical load capacity verification, equipment certification, and compliance with fire and safety standards.

4. Consistent Inspection Protocols

- Standardized inspection steps tailored to Level 1, Level 2, and DC fast-charging installations.
- Clear timelines for inspection scheduling and re-inspection if needed.

5. Transparency and Public Availability

- Posting the EV charger permitting process, timelines, and requirements on the municipality's website.
- Providing a clear point of contact for applicants.

Discussion / Analysis

Staff found that Castle Rock already meets the intent of the Colorado EV Charger Permitting Model Code, including:

- Online permit submission with clear submittal requirements.
- Objective and checklist-based review tied to adopted electrical and building codes.
- Administrative decision-making for residential and commercial EV charger permits.
- Timely inspection scheduling through existing processes.
- Publicly available permitting information on the Town's Development Services website.

Because these elements are already in place, adopting a duplicate model code process would add redundancy without improving service delivery.

Several EV charging stations have been permitted in the Town over the last few years through the normal administrative process, and Staff sees no indication that the Town's current process is too burdensome or discourages this type of use. Examples of projects include the EV chargers installed at Walmart, Target, Whole Foods, and the recent Tesla superchargers now open near Kohl's.

Fiscal Impact

None. The proposed resolution will not affect Town staffing levels, fees, or workflows related to building or electrical permits.

Staff Recommendation

Maintaining the Town's existing system ensures administrative efficiency, consistency with long-standing building processes, and continued compliance with state electrical and life-safety standards. Opting out allows Castle Rock to avoid unnecessary process duplication while remaining fully compliant with HB 24-1173.

Staff recommends approval of the attached resolution opting out of Section 31-23-316, C.R.S., and affirming the Town's continued use of its existing permit review process for EV charging systems.

Proposed Motions

Approval

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

Alternative Motions

Approval with Conditions

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

Continue item to next hearing (need more information)

"I move to continue this item to the Town Council meeting on [date], 2025, at [time]."

Attachments:

Attachment A: Resolution

RESOLUTION NO. 2025-154

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, OPTING OUT OF THE PROVISIONS OF SECTION 31-23-316, C.R.S., REGARDING THE PERMITTING OF ELECTRIC VEHICLE CHARGING SYSTEMS

WHEREAS, in 2024, the General Assembly adopted House Bill 24-1173 concerning streamlining the process for permitting electric motor vehicle (EV) charging systems; and

WHEREAS, according to the bill, on or before December 31, 2025, the governing body of a municipality with a population of 10,000 or more is required to do one of the following:

(i) Adopt an ordinance or resolution to incorporate the same standards and permitting process or less restrictive standards and permitting process as the standards and permitting process described in the EV charger permitting model code developed by the Colorado energy office;

(ii) Adopt an ordinance or resolution that establishes objective standards and an administrative review process to be used by the municipal permitting agency during the municipality's review of applications for EV charger permits; or

(iii) Adopt an ordinance or resolution that establishes that the municipality permitting agency will continue to utilize the municipality's existing permitting review process for EV charger permit applications;

and

WHEREAS, Town staff, having thoroughly reviewed the relevant provisions of the Castle Rock Municipal Code and the rules and regulations adopted pursuant thereto, has determined that the process currently utilized by the Town for permitting EV charging systems is entirely adequate and does not require any amendment; and

WHEREAS, Town staff hereby recommends that the Town Council adopt a resolution that the Town will continue to utilize its existing permit review process for EV charging stations.

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

Section 1. **Statement of Intent**. The Town Council hereby states that it does not intend to adopt an ordinance or resolution in accordance with Section 31-23-316(2)(a)(I) or (2)(a)(II), C.R.S. Accordingly, the Town hereby directs Town staff to continue to utilize the Town's existing permit review process for EV charger permit applications.

PASSED, APPROVED AND ADOPTED on first and final reading this 2nd day of December, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and ____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

OPTING OUT OF STATE REGULATIONS REGARDING THE PERMITTING OF ELECTRIC VEHICLE CHARGING SYSTEM

TOWN COUNCIL
DECEMBER 2, 2025



EV CHARGERS

Several existing developments have added EV Chargers in their parking lots as interest in the community has increased.

- Target
- Whole Foods
- Tesla Supercharger



< 2 >

HOUSE BILL 24-1173

Requires municipalities over 10,000 in population to take action by Dec. 31, 2025 to either:

1. Adopt the Colorado Energy Office (CEO) model EV charger permitting standards;

2. Adopt local objective standards and an administrative review process specific to EV chargers; or

3. Adopt an ordinance or resolution to continue using the municipality's existing permitting review process.

Staff recommending adopting a resolution to continue using the Town's current permitting review process

COLORADO MODEL CODE

Colorado EV Charger Permitting Model Code establishes a standardized and expedited review process. Key components:

1. Streamlined Permit Review Timelines
2. Objective, Checklist-based Submittal Requirements
3. Clear Review Standards
4. Consistent Inspection Protocols
5. Transparency and Public Availability

EV Chargers in the Town are currently permitted within the existing streamlined administrative process, with clear timelines, requirements, standards, and inspections. Staff does not propose creating a separate unique process for EV chargers.

HOUSE BILL 24-1173

HB 24-1173 Requirements:

- Dec. 31, 2025: Take Action on EV Charger Permitting process
  - *Staff recommends approval of Resolution to maintain the Town's current administrative permitting process*
- March 1, 2026: Report to State confirming the December action
- Jan. 31, 2027: Submit report to State on permitting durations and final decisions for each EV Charger application received between Dec. 31, 2025 and Dec. 1, 2026.

PROPOSED MOTION

Approval:

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

ALTERNATIVE MOTIONS

Approval with Conditions

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

Continue item to next hearing (need more information to make decision)

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

THANK YOU

QUESTIONS?