



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, February 17, 2026

6:00 PM

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

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. February 17, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION

6:05 pm CALL TO ORDER / ROLL CALL

- **PLEDGE OF ALLEGIANCE**

- **COUNCIL COMMENTS**

- 1. [APPT 2026-003](#) Appointment: Public Art Commission

- **UNSCHEDULED PUBLIC APPEARANCES**

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

- **TOWN MANAGER'S REPORT**

- 2. [ID 2026-017](#) Update: Calendar Reminders
- 3. [ID 2026-018](#) Update: Legislative Update
- 4. [ID 2026-019](#) Update: Town America 250 - Colorado 150 Initiatives
- 5. [ID 2026-020](#) Update: Monthly Department Reports
- 6. [ID 2026-021](#) 2025 Service Contract Year-end Reports

7. [ID 2026-022](#) Castle Rock Water briefing on: 1) Water Quality Maintenance update; 2) Drought update, and 3) Douglas County Water Plan and Town comments
8. [ID 2026-023](#) Development Services Project Updates
9. [ID 2026-024](#) Update: Quasi-Judicial Projects

- **TOWN ATTORNEY'S REPORT**

- **ACCEPTANCE OF AGENDA**

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

- **CONSENT CALENDAR**

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

10. [ORD 2026-005](#) Ordinance Amending Various Sections of Chapter 2.16 of the Castle Rock Municipal Code Regarding the Castle Rock Planning Commission (Second Reading - Approved on First Reading on February 3, 2026, by a vote 6-0)
11. [RES 2026-014](#) Resolution Approving the Castle Rock Water Commission Attendance Policy
12. [RES 2026-015](#) Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving a Purchase Agreement with EnviroTech Services, LLC for the Acquisition of up to 3,200 Tons of Ice Slicer
13. [RES 2026-016](#) Resolution Approving a Construction Contract with Hydro Resources - Rocky Mountain, Inc., for the 2026 Denver Basin Aquifer Wells Rehabilitation, Pumping Equipment Replacement, and Well Abandonment Project [*Five Wells within the Meadows, Founders, Castle Oaks, and Terrain subdivisions*]
14. [MIN 2026-005](#) Minutes: February 3, 2026 Town Council Meeting

- **ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS**

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

15. [DIR 2026-003](#) Discussion/Direction: Authorizing Referral Response Letter Regarding Castle Pines Crowsnest Development

16. [RES 2026-017](#) Resolution Approving an Intergovernmental Agreement Relating to the Enforcement of an Ordinance Establishing Business Licensure Requirements to Regulate Massage Facilities Between the Board of County Commissioners of Douglas County and the Town of Castle Rock
17. [DIR 2026-004](#) Discussion/Direction: Amending Chapter 5.04 of the Castle Rock Municipal Code Regarding Canvassers, Solicitors, and the Distribution of Flyers

- **RECESS TO EXECUTIVE SESSION**

18. [EXEC 2026-003](#) Executive Session: Consider a motion to recess into executive session for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock

- **RECONVENE - ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS**

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

19. [EXEC 2026-004](#) Executive Session Report: February 17, 2026
20. [DIR 2026-005](#) Discussion/Direction: Town Response on Possible Relocation of Douglas County School District Headquarters Currently Located Within Castle Rock

- **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: 2/17/2026

Item #: 1. **File #:** APPT 2026-003

To: Honorable Mayors and Members of the Town Council

From: Maia Yates, Special Project Analyst

Appointment: Public Art Commission

Executive Summary

The Public Art Commission received the resignation of Samuel Colston. After posting the vacancy as advertised on the Town website, two applicants were interviewed. The panel is unanimously recommending the appointment of Adam Thornton, for a partial term ending May 31, 2027.

Proposed Motion

"I move to appoint Adam Thornton to serve on the Public Art Commission for a partial term ending May 31, 2027."



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 2. **File #:** ID 2026-017

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
FEBRUARY 17, 2026



UPCOMING CALENDAR ITEMS

27
FEB

Chamber Annual Gala and Awards Ceremony, 6 p.m.
Rancho Vaya Con Dios, 485 Peakview Drive

3
MAR

Town Council Meeting, 6 p.m. (dinner at 5 p.m.)
Town Hall Council Chambers

15-18
MAR

National League of Cities (NLC): Congressional City Conference
Washington, D.C.

24
MAR

Special Town Council Meeting, 6 p.m. (dinner at 5 p.m.) – replaced March 17
Town Hall Council Chambers

25
MAR

Tentative: Sports Center Topping-off Ceremony, 5 p.m.
Sports Center site, 401 Prairie Hawk Road

7
APR

Town Council Meeting, 6 p.m. (dinner at 5 p.m.)
Town Hall Council Chambers

8
APR

Tentative: Fire Station 153 and Logistics Center Groundbreaking, 4-5 p.m.
Site located on Castle Oaks Drive between Pleasant View Drive and Rocky View Drive

21
APR

Town Council Meeting, 6 p.m. (dinner at 5 p.m.)
Town Hall Council Chambers

< >

HIGHLIGHTS from CRgov.com/Events

18
FEB

Parks and Recreation Summer Job Fair – 3:30 to 6 p.m.
Castle Rock Recreation Center, 2301 N. Woodlands Blvd.

18
FEB

Colorado Bluebird Project – Volunteer Monitor Training (opt. 1), 4 to 5:30 p.m.
Millhouse, 1381 W. Plum Creek Parkway

26
FEB

Colorado Bluebird Project – Volunteer Monitor Training (opt. 2), 6:30 to 8 p.m.
Millhouse, 1381 W. Plum Creek Parkway

3
MAR

Parks and Recreation Summer Job Fair – 3:30 to 6 p.m.
Castle Rock Recreation Center, 2301 N. Woodlands Blvd.



NEIGHBORHOOD MEETINGS

**25
FEB**

Dawson Trails Multifamily Development, @ Cantril School Room 101, 6:00 p.m., 1st Meeting

Proposing a Site Development Plan for 329 apartment situated on 12.6 acres located in central Dawson Trails. A pool, clubhouse, dog park and wash, and trail connections to the community Greenway are planned.

**2
MAR**

***Rivers Church Site Development Plan, @ Town Hall – Plum Creek Conference Room, 5:30 p.m., 1st Meeting**

Proposing façade changes to the west elevation of 136-138 S. Wilcox Street, enhancing the main entrance, adding awnings and veneer finishes.

**5
MAR**

***Bella Mesa South Site Development Plan, @ TBD, 6:00 p.m., 3rd Meeting**

Proposing a Site Development Plan for 93 townhomes, with a maximum height of 45 feet, located at the northwest corner of Mikelson Boulevard and Mitchell Street.

**9
MAR**

***607 & 629 Sixth Street, @ TBD, 5:00 p.m., 1st Meeting**

Proposing to construct an addition on 607 Sixth Street that would include expanding the primary structure and garage, as well as adding a new primary structure on 629 Sixth Street.

*tentative



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 3. **File #:** ID 2026-018

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Kristin Read, Assistant Town Manager

Update: Legislative Update

Executive Summary

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 4. **File #:** ID 2026-019

To: Honorable Mayor and Members of Town Council

From: Kristin Read, Assistant Town Manager

Update: Town America 250 - Colorado 150 Initiatives

Discussion

2026 marks the 250th anniversary of the signing of the Declaration of Independence and the 150th anniversary of Colorado's statehood, being referenced in short as America 250 - Colorado 150 or simply, 250/150. The Town of Castle Rock has numerous initiatives planned to mark these occasions. The purpose of this memo is to update Council on the Town's 250/150 plans to date.

Branding

Staff has developed a logo to brand local 250/150 initiatives. This logo will be used to spread awareness of America 250 - Colorado 150 in Castle Rock through various displays at Town facilities - especially within Downtown. It will also be included when promoting local events, as well as on promotional items, including apparel, car decals and event giveaways.

Additional historical and patriotic displays have been installed, like the 250/150-themed banners on the east side of the parking garage south of Town Hall, which the Public Art Commission selected. Flags, flowers and more will help deck the Town in red, white, blue and Colorado gold this year.

Grants

Town Council has already awarded six grants totaling \$67,021 to service contract entities and other nonprofit partners, to support patriotic displays and events for the community during 2026. The Town has also opened up an opportunity for residents to apply for \$500 mini-grants to hold neighborhood-level celebrations of America 250 - Colorado 150. Within the first week, more than 10 applications were submitted, indicating solid interest in this program.

The original intent was to offer up to 20 mini-grants. However, since the larger grant programs did not use their full \$90,000 budget, staff intends to extend the total of mini grants to accommodate demands from valid applicants up to the total grants program budget. Many proposals received thus far are for block parties from May through August. Other proposals include a reading of the Declaration of Independence and a tree-planting event. Applications have already come in from within five of the Town's six election districts, so staff expects these funds to be used for celebrations

by residents throughout the community. Interested residents can learn more and apply at CRgov.com/NeighborhoodGrants.

Public art

As approved by Council, *Big Drive* - three large-scale sculptures of a bull, a cow and a calf - will be installed at Rock Park Open Space ahead of Western Heritage Welcome Week as part of the Town's 250/150 celebrations.

Special events

The Town will host special events to mark America 250 - Colorado 150, beginning on June 14, Flag Day. Celebrations will continue on July 4, with a celebration at Festival Park that includes music, face painting, a pie bake-off and fireworks, of course. A third event is planned on Aug. 1, Colorado Day, when festivities will include a corn hole tournament. That night, Fitz and The Tantrums - whose co-lead vocalist Noelle Scaggs was born in Denver - will play a paid concert at the Amphitheater at Philip S. Miller Park. Early ticket sales for the concert have been strong; tickets remain available at CRgov.com/Concerts.

In addition to these events, other celebrations of 250/150 will occur in Castle Rock - particularly between Memorial Day and Labor Day. Additional information about ways to join in the celebrations will be shared at CRgov.com/250150Events as this season approaches.

Star lighting

Council at its February 3 meeting directed staff to light the Star in Rock Park from July 4 to August 1 in observance of America 250 - Colorado 150. The Keepers of the Star from the Castle Rock Fire and Rescue Department will make this happen.

Time capsule

The Town recently launched a time capsule project, to culminate with the capsule's burial at the Castle Rock Sports Center in July. Between now and then, local fourth graders - and the community at large - will be invited to contribute to the capsule. The Town has reached out to teachers, to ask their fourth grade classes to write a letter to themselves 50 years in the future. In April and May, residents will be asked to submit postcards and videos to be included in the capsule.

Other contents that will be placed in the capsule include various Town memorabilia and publications. A plaque that will sit atop the capsule once it is buried will direct that it be opened in 2076, upon the 300th anniversary of the signing of the Declaration of Independence and the 200th anniversary of Colorado's statehood.

Staff welcomes Council's ideas and input relative to these and any additional America 250 - Colorado 150 initiatives the Town wishes to undertake in 2026.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 5. **File #:** ID 2026-020

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Shannon Eklund, Executive Assistant

Update: Monthly Department Reports

Executive Summary

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

Development Services

January 2026 Monthly Report



Inside this issue:

Page 2: Employee Recognition

Page 6: New Land Use Submittals

Page 7: Actions and Updates

Page 8: Development Snapshot



News from the Director

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

In 2025, development activity showed modest increases in some areas compared to the previous year, though overall permitting continued to trend below five-year averages.

DISTINCT TOWN IDENTITY	RESPONSIBLE GROWTH
TOWN OF CASTLE ROCK FOUR CORNERSTONES	
COMMUNITY SERVICES	THRIVING ECONOMY


The Town received **210 new development and related applications in 2025**, up from **170 in 2024**. This represents a slight rebound following two consecutive years of decline, though applications remained **below the five-year average of 224**.





Tara Vargish, PE
Director
Development Services

Building permit applications continued to decrease, with **4,095 submissions in 2025**, compared to **4,205 in 2024** and a five-year average of **4,508**. Single-family permits declined further, with **261 units permitted** — down **30% from 2024** and **65% below the five-year average**. This is the second lowest year of single-family permits approved since tracking began in 2000 for the Town. When combined with multifamily development, a total of **559 dwelling units** were permitted in 2025. This reflects a **34% increase from 2024**, driven largely by mixed-use apartment projects, but remains **46% below the five-year average**.

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

 Subscribe now to get [Monthly Development Highlights](#) in your inbox!

 View [past issues](#) of the Development Highlights Newsletter.

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

Southern Castle Rock, including the **Crystal Valley neighborhood**, was the area in Town with the largest single-family permitting activity in 2025.

Commercial permitting increased in total square footage, with **183,000 square feet approved in 2025**, compared to **40,000 square feet in 2024**. However, only **12 commercial permits** were approved, **below the five-year average of 23**. The increase in square footage was primarily due to larger retail developments.

Looking ahead, development activity in **2026** is expected to continue at a similar pace, with modest increases tied to construction in the **Dawson Trails planned development area** in southwest Castle Rock. More information is available at [CRgov.com/DevelopmentActivity](https://www.cr.gov/DevelopmentActivity).



Customer Service Survey



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

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

357 surveys distributed
15 January responses

Here are some comments from our customers in January:

- “I really appreciate **Tammy King!**”
- “**Scott Seubert** and **Tammy King** were timely, professional, and provided a solution. It was appreciated.”
- “**Cindy Brooks** was great to work with.”
- Best response time out of all the Colorado Municipalities.”
- “**Tammy King** was so wonderful to work with. She was so responsive to my request and has amazing customer service. Stellar employee and goes above and beyond.”

RESPONSIVE
PROFESSIONAL
THE BEST **AMAZING** GREAT
STELLAR PLEASANT **TIMELY**



Staff Anniversaries



Congratulations to Tracy Shipley, Development Services Technician Supervisor, on 8 years with the Town!



Congratulations to Tara Vargish, Director of Development Services, on 16 years with the Town!



Congratulations to David Van Dellen, on 1 year with Development Services!



Congratulations to Cynthia Brooks, Development Services Technician, on 10 years with the Town!

Staff Kudos

- “**Amber Melendez** has been thrown into the mix and is very quickly catching on. I appreciate her willingness to help; she jumps right in, has a great attitude and has the mindset that we can figure things out.” – Tracy S.
- “The Planning team wants to thank **Julie Kirkpatrick** on her work on the Canyons Far South project.”
- “I have been with the Town of Castle Rock for only three weeks but want to give KUDOS to **Brett Longnecker**. He is dedicated to his career and cares for his inspectors, and it shows from the first phone call! Brett is a great asset to the Town of Castle Rock!” – Joe C.
- “A big shout-out to **Jason Smith, Tracy Shipley, and Brett Longnecker** for their continued success and dedication to the Town of Castle Rock’s Elevator Program...” – Jon W.
- “The Development Construction Inspector crew helped with an ongoing parking issue that was taken care of quickly and the property owner was appreciative.” – Matthew A.



Applause Award

Exceptional Compassion and Teamwork in Action!



Scott Seubert

Jon White

Sharon Chavez

Tammy King

After a devastating house fire that claimed a resident’s husband, pets, and home, Town of Castle Rock employees from multiple departments came together to help during an incredibly difficult time.

“This response shows the very best of the Town of Castle Rock. It reflects kindness, teamwork, and a strong commitment to helping the community when it matters most.”

Staff from Fire, Public Works, Police, the Town Manager’s Office, and Development Services responded quickly to make the site safe, remove debris, move vehicles, and help replace critical documents lost in the fire. Through strong teamwork and problem-solving, crews removed more than 20 tons of debris and recycled additional materials, helping restore stability in the aftermath of tragedy.

This collective effort reflects the very best of the Town of Castle Rock; compassion, collaboration, and a deep commitment to supporting the community when it matters most.

Development Services team members included Scott Seubert, Jon White, Sharon Chavez, and Tammy King, with additional support from Norris Croom (Fire); Troy Gardner, Deborah Bristol, and Jacob Coyle (Police); Matt Gohl (Town Manager’s Office); and Jaci Blake (Public Works). Local businesses who assisted included Christ’s Church Episcopal, Expert Disposal, Aging Resources of Douglas County, and Douglas County Recycles.



Staff Spotlight

Amber Melendez

Amber Melendez joined the **Development Services** team in late November 2025 as the **Enterprise Business Analyst**. In this role, she turns complex data into clear, easy-to-use information that supports daily work and decision-making.

Amber builds and improves reports and dashboards, helps manage fee schedules, and supports Development Services with financial reporting, reconciliations and system work. She works across multiple systems to keep data accurate and help staff understand what the numbers really mean.



No two days are the same for Amber. Some days are spent creating reports from years of data, while others involve researching building classifications or updating fees. While she is constantly learning something new, her main goal remains the same: making sure data is clear and reliable so the department can make informed decisions and keep things running smoothly. One of the most important skills Amber has gained so far is learning how to pivot quickly. With changing priorities and multiple projects, staying flexible has been key to her success.

At-a-glance

Role: Enterprise Business Analyst

Started: November 2025

Focus: Reporting, dashboards, financial data

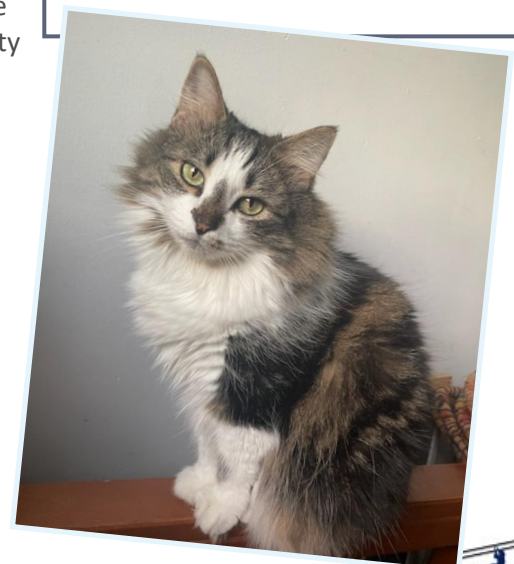
Fun fact: Plays with a flow star at concerts



Originally from Virginia, Amber grew up in Fauquier County and spent much of her adult life in Richmond. She holds a Bachelor of Science in Business Finance from Virginia Commonwealth University (VCU).

Outside of work, Amber enjoys hiking and exploring Colorado, training to volunteer at the Buddy Center, and taking a pottery class at the Cantril School. She also enjoys biking, crocheting, and lifting weights. Most weekends, she and her husband, Sabine, attend concerts, often with Amber in the back playing with her flow star. They were married this

past October and share their home with their cat, Stella.



Administrative Projects

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

107 Wolfensberger Road, QuikTrip

Lot line vacation to combine two lots into one lot for proposed QuikTrip convenience store and fuel pumps.

Dawson Trails, Filing 2

Waterline realignment design revision through Tract B.

Meadows Filing 20

Sidewalk and utility easements for proposed Town Center restaurant, located southwest of Future Street and Meadows Boulevard intersection.

Meadows, Taft House

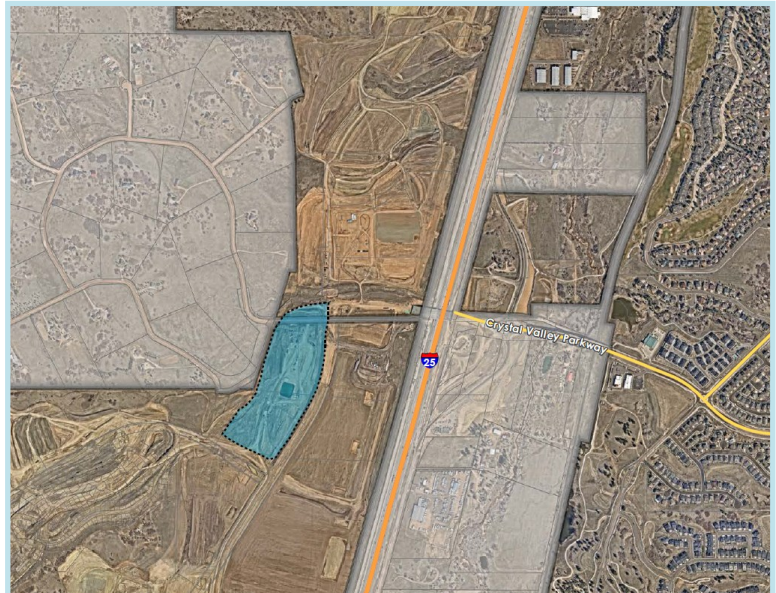
Pool remodel and drain outfall design revisions, located at 3570 Celestial Avenue.

The Brickyard/Miller's Landing

Grading revisions, traffic signal changes and north pond spillway design improvements in support of two-lane road improvements from The Brickyard project to Plum Creek Parkway.

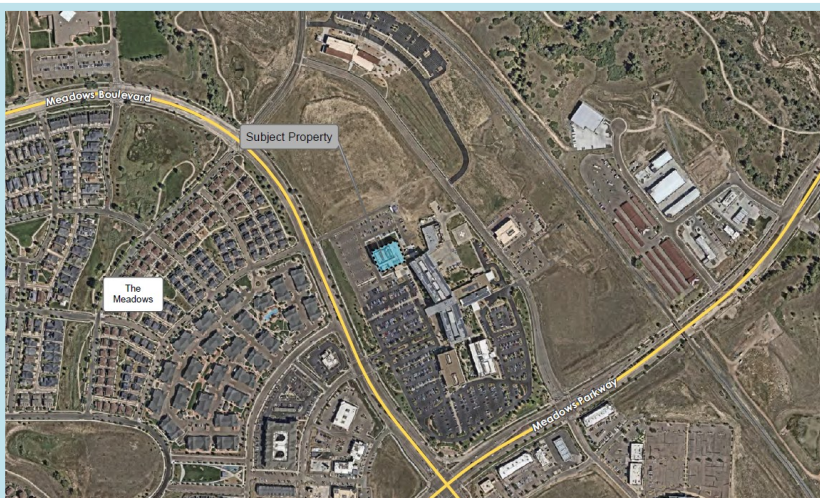
The Brickyard, Phase 1A

Erosion control revisions due to design changes to Prairie Hawk Drive construction documents triggered by CORE infrastructure impacts to original design.



Dawson Trails, Filing 2, King Soopers

Infrastructure construction documents and erosion control plans for proposed 100,000 square-foot King Soopers grocery store, located on southwest corner of Crystal Valley Parkway and Dawson Trails Boulevard.



Meadows, AdventHealth Cancer Center

Site development plan and construction documents for AdventHealth Cancer Center addition of approximately 1,800 square-feet to the Schrader Medical Office Building, located at 2350 Meadows Boulevard.



Boards and Commissions

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



Board of Adjustment

January 1, 2026

Meeting canceled.



Design Review Board

January 14, 2026

Meeting canceled.

January 28, 2026

Meeting canceled.



Historic Preservation Board

January 7, 2026

The Historic Preservation Board held its regularly scheduled meeting and discussed activities for **Historic Preservation month** in May.



Planning Commission

January 8, 2026

Meeting canceled.

January 22, 2026

Meeting canceled.

Town Council

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

January 6, 2026

Town Council held its regularly scheduled meeting and reviewed proposed amendments to the **Crystal Valley Ranch Planned Development Plan (PDP)** and zoning regulations. Crystal Valley Ranch PDP is a long-planned community in the southern part of Castle Rock. Like many master-planned areas, it has regulations that guide how neighborhoods are built over time, including where homes, roads, parks, and other features are located. Council approved the amendments on first reading, with a vote of 4 to 3, to help keep the plan current and workable as development continues.

Council also unanimously approved a resolution with a vote of 7 to 0, finding that the annexation application submitted for the **St. Francis of Assisi Catholic Church** substantially complies with Colorado law, a required step before final annexation proceedings.

January 20, 2026

Town Council held its regularly scheduled meeting and approved an ordinance for the Crystal Valley Ranch amendments on second reading with a vote of 5 to 2.

Additionally, Council approved on first reading, with a vote of 7 to 0, an ordinance for the first amendment to the **Dawson Trails Development Agreement**. The amendment updates specific terms of the existing agreement to reflect current conditions and clarify how certain aspects of the development will proceed as future phases are built, and adjusts the framework under which the approved development moves forward. The ordinance will return to Town Council for a second reading before final consideration.



TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: January 2026



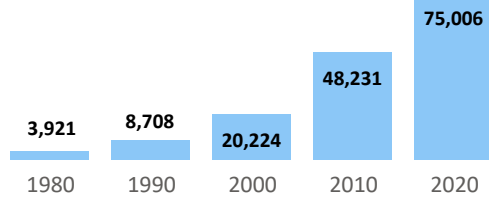
Population

88,237

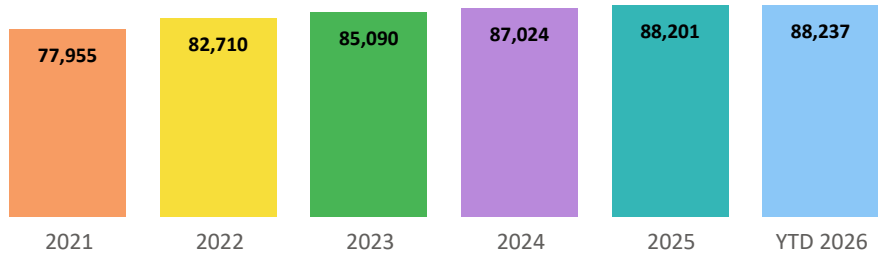
Estimated Population based on the total number of occupiable residential units



Historic Population



Recent Population



Zoning Division

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

4 Sign Permits Issued **4** Temporary Use Permits Issued **32** Code Compliance Cases Opened



- Sign Compliance Responses 13
- Notices of Violation Sent 25
- Signs Removed from the Right of Way 298
- Business Licenses Reviewed 37
- Site visits 91

Planning/Development Review

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

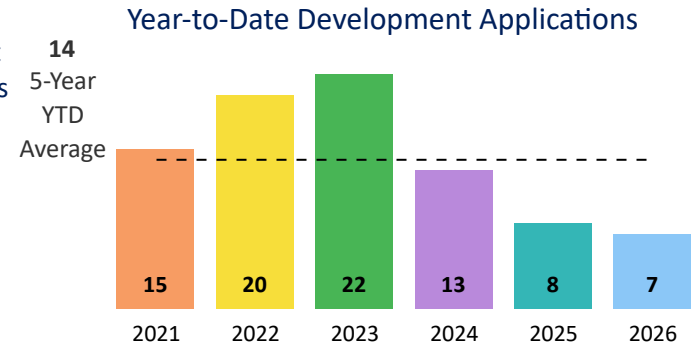
Pre-Applications

5 New Pre-Applications This Month
5 Year-to-Date Pre-Applications
24% Pre-Applications that advanced as new projects over the previous 12 months

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

New Development Applications

4 New Development Project Applications this Month
3 Other Project Applications this Month

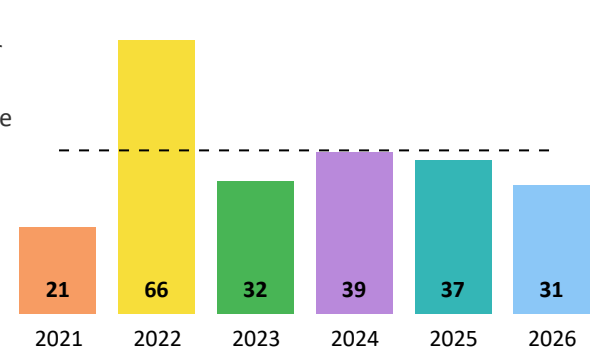


Development Reviews

Monthly Reviews Completed

8 First Reviews
7 Second Reviews
11 Third Reviews or More

Year-to-Date Planning/Development Reviews



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

TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: January 2026



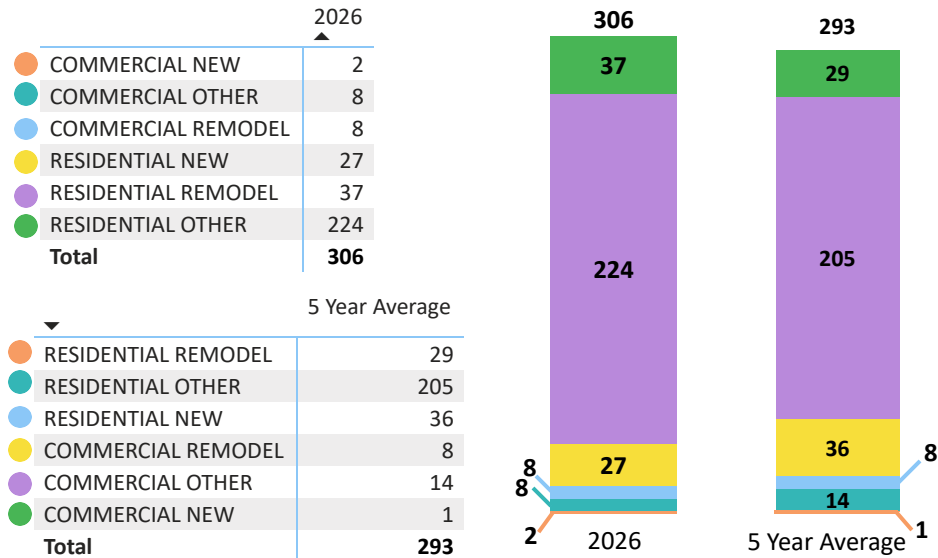
Building Division

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

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

Building Permit Applications Received

Year-To-Date Building Permit Applications Received



145
298
944

Building Fees Calculated: 144 Within 3 days

Building Permits Issued

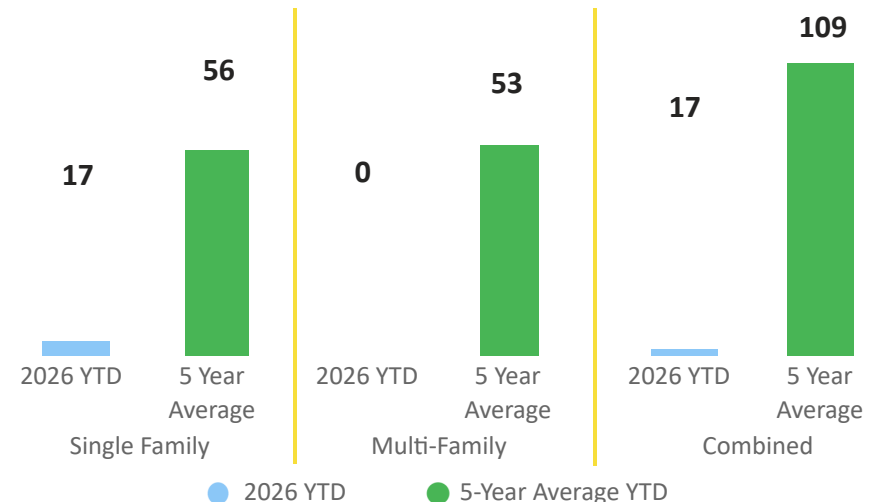
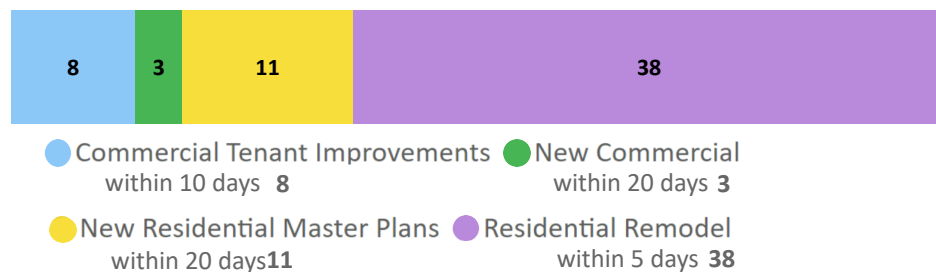
Inspections Completed: 941 Within 24 Hours

Building Permits Issued



Building Permits Reviewed

Monthly Building Permit Reviews by Type



MONTHLY REPORT

JANUARY

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





How Does it Work?

Finance Department



Accounting

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



Payroll

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



Revenue

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



Budget

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

Our Mission

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

Our Vision

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

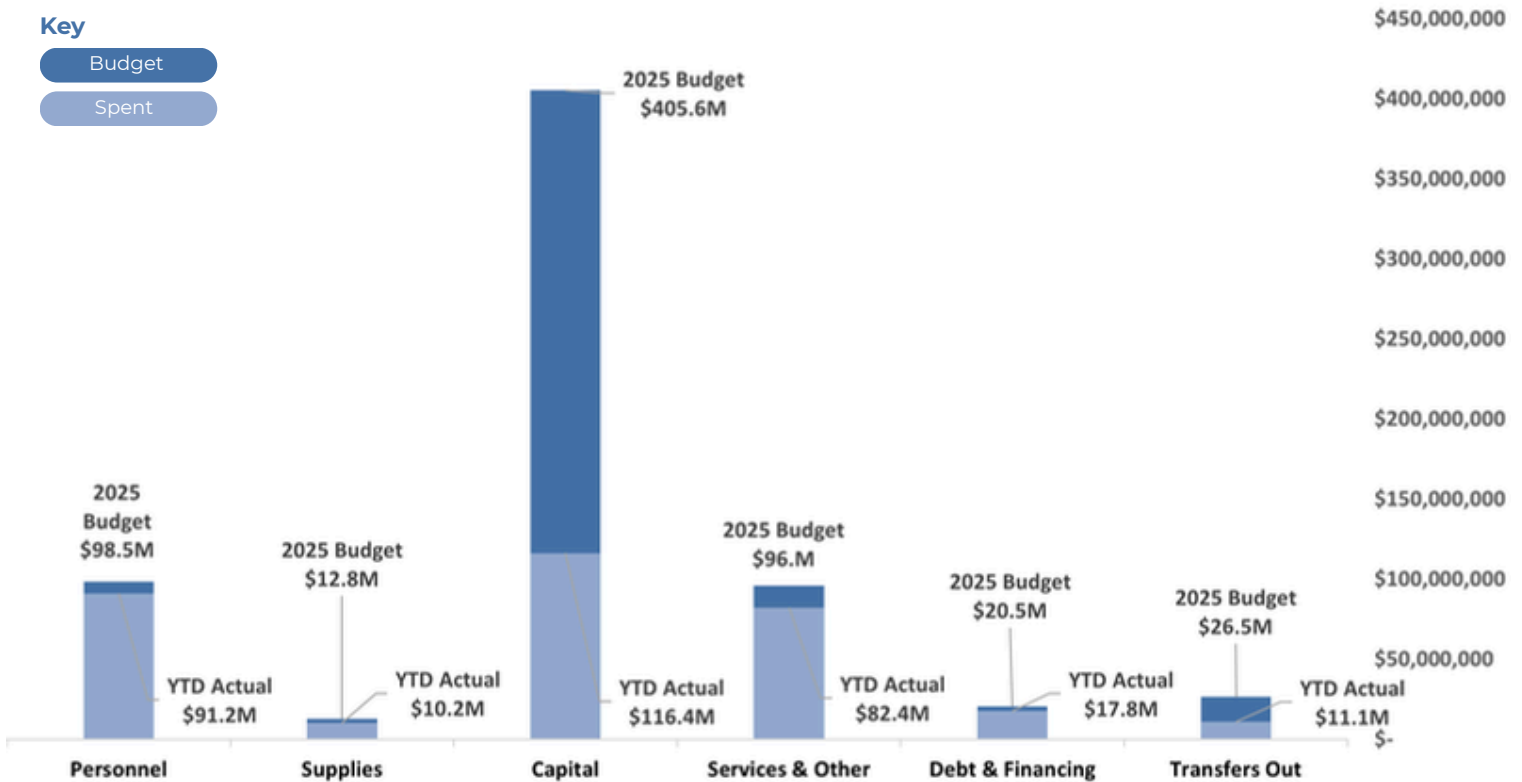


Budget Updates

Finance Department

Preliminary Town Wide Expenditures by Category

Through December 2025



💡 Did You Know?

You can hike our beloved Town monument—the Rock—via a looped, single-track trail. Hikers can reach the base of the Rock and enjoy panoramic views of Downtown Castle Rock, Interstate 25, Pikes Peak, and the Front Range. With a 370-foot elevation gain from bottom to top, caution is recommended when tackling this short but steep climb.

Check here to see more: [Hike Rock Park](#)



New in Town

Finance Department



247

Total businesses licensed in January



37

Businesses licensed in Castle Rock



65

Businesses licensed in Colorado but outside of Castle Rock



145

Businesses licensed out-of state

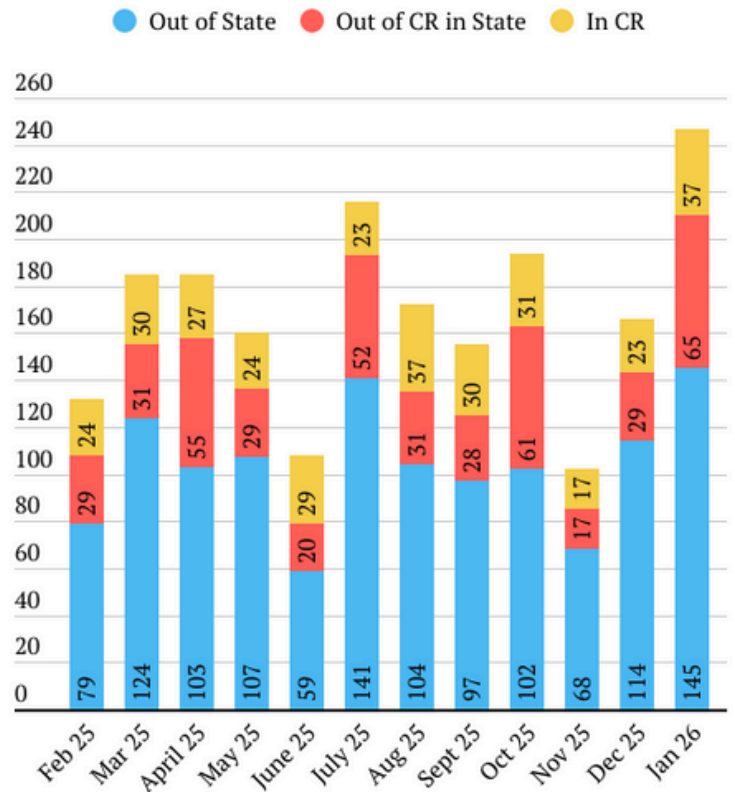
New in Castle Rock!



Buff city soap brings handcrafted, plant-based soaps and body care products to our community. Made fresh daily with simple ingredients, their products are free from harsh chemicals and full of fun scents and creativity. From soap and bath bombs to laundry soap, Buff City Soap is helping Castle Rock residents feel good about what they use on skin - one bar at a time!

Location: 203 Perry Street

Business Licenses Issued Per Month by Area



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

Businesses Licensed in Castle Rock January 2026

Abide Scripts LLC	Cleaning Service
Apex Supply Chain Partners	Supply Chain Consulting
Area 51 Cigar & Vapes	Tabacco Products and Vapes
Badger and Bloom Boba	Boba Tea Drinks
Beach Luv Custom Spray Tans	Spray Tan Service
Boss of Both Worlds LLC	Digital and Educational Content
Brandons Garage Doors	Labor and Services
Buff City Soap	Soap & Soap Products
Champagne Chic LLC	Ski and Golf Apparel and Accessories
CUBESMART 3489	Locks, Boxes and Packing Supplies
Embroidery Nnd Threads by Becky	Embroidered Items
Fly Kinetic	Drone Services
Glo & Tonic Med Spa	Aesthetic Nursing Services, Cosmetic injectables and Skin Treatments
Golden Thread Design Studio LLC	Interior Design Services
IRT Carpentry	Finish Carpentry
Lane Orthodontics	Orthodontic Treatment
Legacy Auto Clinic	Automotive Repair & Maintenance
Lemon & Leaf Refillery	Shampoos, Conditioner and Soaps
Lock Logic	Vehicle Lockouts, Car Key Fob Reprogramming and Key Fobs
MapWorx Aerial Solutions	Drone Mapping
Murphy USA 6665	Convenience Store and Gas Station
N&D Sports	Clothing Retailer
Picasew Designs	Embroidery
Planet Scuba	Scuba Equipment & Training
Redline Shipping LLC	Shipping Services
Renova Medical Aesthetics	Skincare Products, Aesthetic and Wellness Services
Romo's Street Tacos	Mexican Food
Saru Eyebrow Threading Beauty Salon	Waxing, Facial and Eyebrow Threading
Sculpted Light Studio	Laser Engraving and Personalization services
Spa Oasis Stays	Short Term Rental
SSB Enterprises	Short Term Rental
TEAM wireless	Wireless Telecommunications
The Hot Spot Studios	Arts and Crafts Studio
The Links at Plum Creek (New Owner)	Multi-Family Residential Estate Property Management
The Mirror and Muse	Hairdressing
Two Guys, No Truck	Moving Labor Service
WAGs WASH LLC	Hair Salon



Revenue Updates

Finance Department



\$86,468

Collected from delinquent accounts in January for the month of November.



\$1,004,276

Year-to-date delinquent account collections.



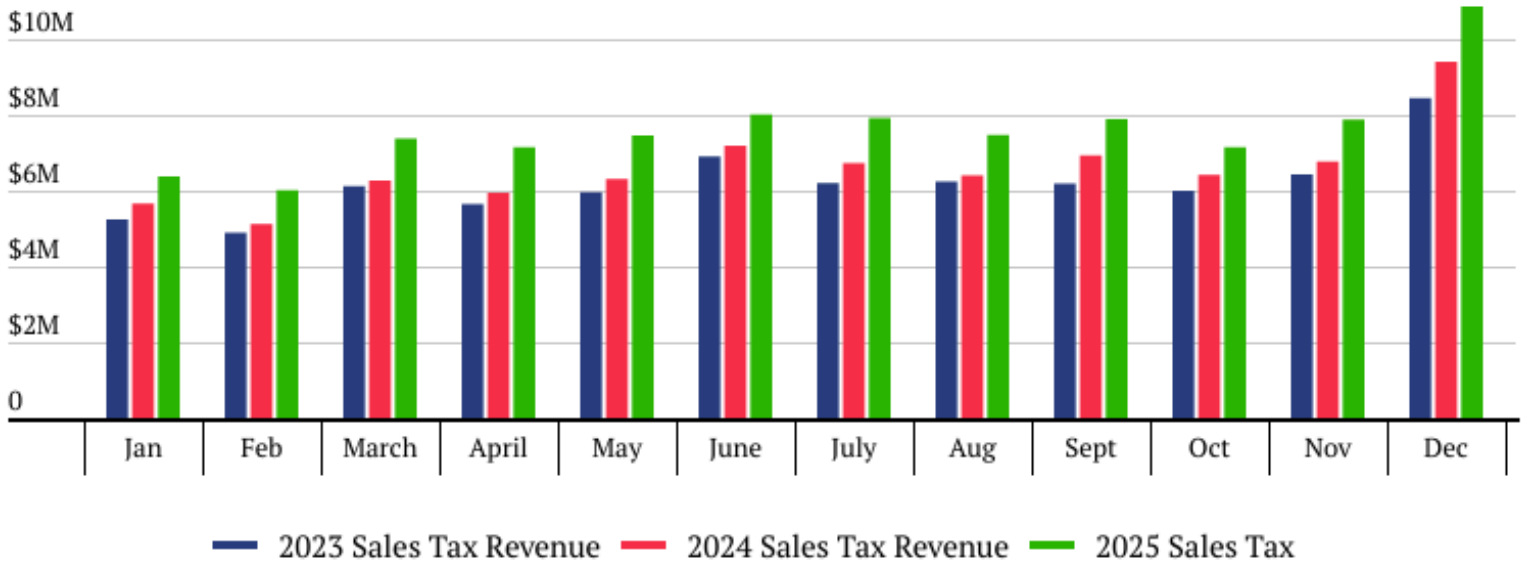
137

Audits in process



\$534,262

Audit revenue collected for the month of December.



■ 2023 Sales Tax Revenue ■ 2024 Sales Tax Revenue ■ 2025 Sales Tax

December	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected	Net Collections	YTD	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected on Behalf of Others	Net Collections
2024	\$9,552,930	\$746,807	\$8,806,123	2024 YTD	\$79,900,662	\$6,330,613	\$73,570,049
2025	\$10,840,408	\$948,787	\$9,891,621	2025 YTD	\$92,326,897	\$7,010,008	\$85,316,889
Dollar +/-	\$1,287,478	\$201,980	\$1,085,498	Dollar +/-	\$12,426,235	\$679,395	\$11,746,840
Percent Change	13.5%	27.01%	12.3%	Percent Change	15.6%	10.7%	16.0%

Sales tax collections for December were up **13.5 percent**, or up **\$1,287,478** compared to December 2024. Year-to-date (YTD) collections are up **\$12,426,235** or **15.6 percent** compared to the same time frame in 2024. Staff will continue to monitor this very important revenue stream for the Town and inform as needed.



How Can My Voice Be Heard?

Finance Department

Finance Tentative Town Council Schedule.

This schedule is not finalized and is subject to change.

FEB

- Resolution Authorizing the Engagement of Eide Bailly, LLP, for the Fiscal Year 2025 Town of Castle Rock Independent Annual Audit

Your Voice. Your Town. Your Future.

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



Questions or Concerns?

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

2026 February

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





Team Updates

Finance Department

January has been a month of easing back into routine for our team.

After the holiday season, our focus has been on reconnecting, getting organized, and settling back into work mode. While it's been a quieter month, it's been a helpful time to reset, regroup, and prepare for the work ahead.

As we move further into the new year, we're looking forward to building momentum and supporting the Town's goals in the months to come!



1
New Hires for Month of January



0
Interviews Conducted in the Month of January



2
Current Job Openings



25
Total Candidates Hired to Date



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



Trish Muller, CPA
Finance Director



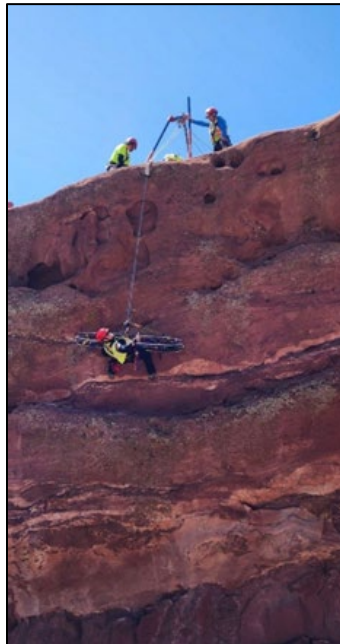
Castle Rock Fire and Rescue Department



An Internationally Accredited Fire Rescue Agency Since 2012

January 2026 Monthly Report

Department News: A few pictures of technical rescue training. We continuously train to stay proficient in every rescue scenario we may face.



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

Operations Division:

Deputy Chief Oren Bersagel-Briese

Deputy Chief Commentary:

We have completed our first month on the new NERIS fire reporting platform, and we have not encountered any major problems with the system. There are a few improvements that we are expecting over the next few months that will help improve the report writing experience, and the reporting elements will be constantly updated to ensure timely data collection. Speaking of data, because NERIS uses different terminology, the data presentations will look different than under the old NFIRS system. Lastly, all of our automated monthly data reports need to be rebuilt, so we are limited on the depth of data we have for January.

EMS: The EMS Leadership Team met in the early part of the month and established groundwork for the team moving forward. The team continues to refine the review/feedback process to make it better for the care providers. EMS training has been outlined for 2026 and is being implemented by the Training Division. This year's EMS specific training has modified the delivery and frequency model to better align with the available time for crews, but it has not negatively impacted the overall amount of training required for recertification. Lastly, Denver Metro Protocol updates have arrived and will be implemented soon, and our agency specific guidelines were rewritten and reorganized.

Special Operations: Leads continue to prepare for the upcoming regional Tech Rescue Academy and planning for this year's department-level trainings, and we've been meeting with them to see how we can best support their discipline. We also continue to work on the specialty station staffing plan, with anticipated roll-out to coincide with the mid-year shift bid.

Apparatus: Members of the Apparatus Team traveled to the Pierce facility in Wisconsin for the final inspection of Engine 156, and we believe that this is the best version of this generation of engine design we've seen. The team will work with R&D and continue discussions about any potential changes to the equipment that the apparatus carries, and then incorporate any changes into future apparatus design.

We are currently working on the following projects:

- Station 156 design
- SOG/Admin Directive updates
- Station 155 updates for M155
- Specialty station staffing plan
- Updating our bunker gear spec
- 2026 training plans for EMS/SpecOps

We also:

- Conducted a one-off shift bid
- Completed a ride-along with A-Shift
- Held a Health and Fitness Team meeting
- Attended a FSRI WUI meeting
- Participated in the COTF agency chief meeting

Customer Service:

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

Of the 8 customer survey cards we received in January, all had an overall rating of 5. Some of the comments we received were: *“Great service by kind, caring, professionals! Thank you!”* Another read: *“They cleaned the rug – were very concerned & professional.”*

Operations Response Information

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

Call Statistics:

For January, we responded to 621 calls for service. For the year, we have now responded to 621 calls, which is 39 more than at the same point in 2025. We averaged 20 calls per day for the month.

Of the 621 calls this month, 5 were fire-related, 24 were considered hazardous in nature, 130 were public service (including alarms and citizen assists), 388 were EMS calls (including motor vehicle crashes), and the remaining were miscellaneous. In January, we transported 286 patients to area hospitals, with 228 transported to Castle Rock, 48 to Sky Ridge, and 10 to other facilities.

Significant Incidents:

In January, CRFD responded to 12 cardiac arrests.

Busiest Fire Station	Busiest Engine/Quint	Busiest Medic Unit
Sta151 with 492 responses	E154 with 235 calls	M154 with 180 calls

Additional significant incidents will be included once data collection is redone to include NERIS information.

A member earning their black helmet front piece



Final inspection of Engine 156



Administration Division:

Fire Chief Norris Croom

Key Admin Issues:

With the new year comes a new budget and three new positions from the Town's 2A funding. We will be hiring an additional fire prevention officer (FPO), firefighter, and administrative assistant this year, and hope to have the FPO and admin assistant filled as soon as possible. The firefighter will be hired mid-year to be able to attend the fall academy at West Metro.

On January 5th, Jeff Wenzel started in his new role as Division Chief of Logistics. Jeff comes to us from New Mexico where he worked for Rio Rancho Fire for over 20 years, and we are excited to have him here in this role. Welcome, Jeff!

Douglas Land Conservancy (DLC) approved the scope of work (SOW) from the Colorado State Forest Service (CSFS) for mitigation of about 23 acres of the forested portion of the Metzler Family Open Space along Crowfoot Valley Road. We are awaiting bids and hope to be able to start work in February. CSFS advised there was a significant amount of beetle kill and infestation, so that will be the primary focus to start. If the project cannot be completed by March 31 due to migratory bird season, then we will reschedule later in the year to complete the project.

We are taking the Station 156 and Logistics construction project to the March 3rd Council meeting to obtain Council approval. We have secured all of the necessary funding, are finishing up plat and construction drawing approvals, and will begin construction hopefully sometime in March. We have also scheduled the official ground breaking for April 8th at 1600 hours on site. More info will follow on this event.

As per tradition, the Star turned off on January 25 at the conclusion of the National Western Stock Show. The Keepers of the Star made over 20 trips up and down the Rock this season to keep the Star fully lit and operational. We are looking at posting a sign at the base of the Star to provide the history as well as state "No Trespassing" since we have pictures of people climbing on the Star. Thanks to the Keepers for another successful season!

Fire Chief Commentary:

Due to continued dry weather conditions, we remain in Stage 1 Fire Restrictions along with Douglas County. There is no significant relief in sight in the long-range forecasts, and we will continue to closely monitor conditions for any changes.

Bob Norton, with Norton Development Group, conducted his first round of leadership development classes, and we were very happy with the outcomes. We have scheduled a makeup day in February for the new acting lieutenants and a few lieutenants who were not able to attend the previous sessions. Our next step will be a two-day foundational development class in February where we will revisit our vision, mission, and values and develop a common operating

picture/philosophy for the department. We are also working on position expectations for each position as well as looking at additional classes and training opportunities.

I attended the Douglas County Open House on the new Biochar facility that will be located in Sedalia. This facility will be able to process wildland mitigated materials into a reusable product. From Douglas County's website, "Biochar is a form of charcoal created by heating organic materials, like wood and plant waste, in a low-oxygen environment through a process called pyrolysis. It captures carbon before it can be released into the atmosphere, creating a carbon-rich product that improves soil health, filters contaminants like PFAS and even helps with odor control. Opening in 2026, the Douglas County Biochar and Waste Diversion Site will be the first county-operated biochar facility in the United States, putting Douglas County at the forefront of wildfire risk reduction innovation." For more information, visit

[Douglas County Biochar and Waste Diversion Site - Douglas County.](#)

Fire and Life Safety Division:
Division Chief Kevin Sullivan



Fire and Life Safety Division Summary:

Throughout January, the Fire and Life Safety Division engaged in focused interagency coordination and internal development efforts to strengthen investigative processes, operational readiness, and code compliance.

Division staff worked closely with Castle Rock Police Department patrol officers, dispatch, and Investigations personnel to clarify fire investigation notification thresholds, dispatch procedures, and response expectations. This coordination improved the accuracy and timeliness of dispatch notifications, reinforced unified command and scene management practices, and ensured appropriate investigative resources are requested and deployed when needed during fire incidents.

Significant progress was made on internal policy development, including the completion of rough drafts for multiple Standard Operating Guidelines (SOGs) and updated job descriptions. These documents are intended to improve role clarity, operational consistency, and alignment with current practices, and will continue through the review and approval process in coordination with command staff.

The division also collaborated with the Training Division to incorporate unmanned aerial vehicle (UAV) footage into emergency response planning and post-incident analysis. This initiative supports enhanced situational awareness, improved responder safety, and more effective documentation for investigations, training, and after-action reviews.

Additionally, staff worked with Development Services to evaluate wildland fire code needs, ensuring alignment with current risk profiles, community growth patterns, and best practices for wildfire mitigation. These efforts support CRFD's proactive approach to reducing wildland fire risk through effective code development and enforcement.

Community Outreach & Public Education:

During January 2026, CRFD delivered 12 public education and community events, totaling 11.5 hours of direct instruction and reaching 275 community members. Outreach included 175 children and 100 adults, reinforcing CRFD's ongoing commitment to risk reduction through education.

In addition to in-person engagement, 10,444 digital contacts were made via HOA email distributions throughout Castle Rock, significantly expanding CRFD's community safety messaging.

Public Education Highlights:

January's Community Risk Reduction messaging aligned with Community Risk Reduction Week (January 19–25) and emphasized Emergency Response preparedness, community cooperation, and data-driven prevention strategies. Messaging was reinforced through social media and in-person outreach to strengthen community resilience and reduce preventable emergencies.

Fire and Life Safety Educators (FLSEs) Duncan and Sanderlin successfully launched the Sound Off with the Home Fire Safety Patrol program at World Compass Academy and Sage Canyon Elementary. Over three days, the interactive program engaged 156 third-grade students across eight classes, focusing on smoke alarms, home fire safety, and family preparedness. The program is scheduled to continue at additional schools throughout the 2026 school year.

FLSE Sanderlin also delivered the Safer Senior Program at Oakwood Senior Apartments on January 7, 14, and 21, addressing emergency preparedness, medical emergencies, and home fire safety for older adults. Participants reported strong engagement and increased awareness of risk-reduction behaviors.

Professional Development & Statewide Engagement:

On January 12, FLSE Sanderlin participated in the NFPA Emergency Response and Responder Safety (ERRS) Technical Committee meeting, contributing to proposed updates to NFPA 1030 and serving on two follow-up subcommittees focused on Community Risk Reduction.

On January 21, she represented CRFD as a statewide CRR Week panelist, highlighting successful programs such as the Bucket Brigade and the value of community partnerships.

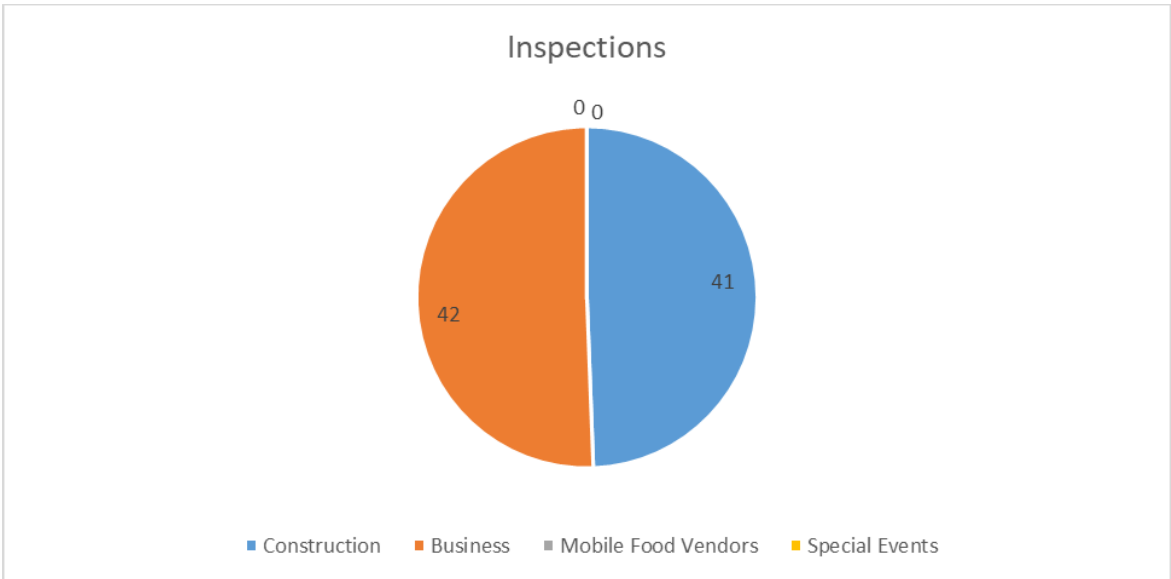
FLSE Duncan assisted as an instructor for a Car Seat Technician Course, where seven new CRFD members successfully completed certification.

Car Seat Education:

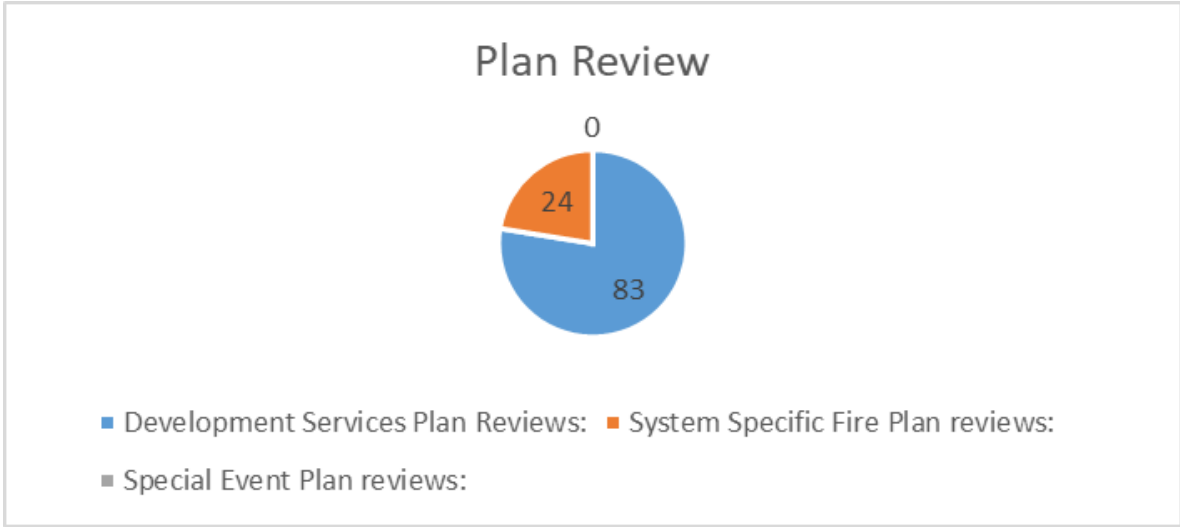
CRFD conducted 14 car seat checks in January, identifying and correcting 12 installation errors. Thirteen checks were completed by scheduled appointment, with one walk-in assisted by FLSE staff.

Training Activity:

During January 2026, Fire and Life Safety Division personnel completed a total of 16 documented training sessions, accounting for 30.5 training hours. Training activities included required annual refreshers, professional development courses, and role-specific instruction supporting fire prevention, investigations, community risk reduction, and operational readiness. These efforts ensure division members remain current with regulatory requirements, evolving best practices, and departmental standards while supporting CRFD's overall mission readiness.



Construction	41
Business	42
Mobile Food Vendors	0
Special Events	0
TOTAL	83



Development Services Plan Reviews:	83
System Specific Fire Plan reviews:	24
Special Event Plan reviews:	0
TOTAL	107

SQ FT Inspected: 2,414,355

FEES RECEIVED	
Plan Reviews	\$ 21,696.00
Inspections and re-inspections	\$ 1,250.00
Brycer	\$ 3,965.00
MFV	\$ 50.00
Special Events	\$ 0
Totals	\$ 26,961.00

Complaints: 1 Citations: 0 CWPP contact hours: 2
CORA Requests: 10 Fire Prevention Customer Inquiries: Ongoing
Fire / Investigation Responses: 8 Responses and follow-ups
Unmanned Aerial Vehicle Flights: 12 Development Services Meetings: 28
Stop Work Orders: 3 Fire Watch: 7 Permits Issued: 26 Permits Closed: 16



Fire and Life Safety Educator Sanderlin teaching the Safer Senior Program



Training Division:

Division Chief Jeff Hood



Division Commentary and Happenings: In January, members logged 5,250 hours of training, driven primarily by the Acting Lieutenant Academy and the Recruit Transition Academy, along with several department-wide initiatives that increased both certification output and hands-on training opportunities.

Recruit Transition Academy: The Training Division completed the Recruit Transition Academy for seven recruits, reinforcing foundational skills from the West Metro Fire Academy and applying them to Castle Rock Fire and Rescue Department equipment, tactics, and expectations. The academy concluded with a department-hosted presentation by retired FDNY Captain and national speaker Mike Dugan that was open to all members, and attended by three Denver-metro departments, and received great feedback.

Acting Lieutenant Academy: The Acting Lieutenant Academy wrapped up with wildland command training, completing the program for our newest acting lieutenants and delivering approximately 100 hours of instruction focused on operational readiness and company-level leadership.

CMCB Certifications: January was a high-output month for certification work through the Colorado Metropolitan Certification Board with state-written and practical testing administered. Congratulations to Jareth Morey and EJ Voit on Driver Operator Pumper and Aerial certifications, Matt Melton and Matt Osborn on Incident Safety Officer certification, and Cody Derington, Eliza Kormen, Aaron Crouse, Aaron Goudy, Jason Norris, and Paul O'Brien on Fire Officer I certification following completion of our Acting Lieutenant Academy.

Burn Cell Training: Crews began burn cell training this month, and while the cells did not hold up as well as expected, the training exceeded our expectations. The ability to manipulate and observe fire behavior in modern fuels and materials provided invaluable, unique training. The Training Division will continue working with the tower maintenance team to restore the burn cells so this opportunity can be expanded to additional crews.

Ice Rescue Training: Department-wide training is underway, with Ryan Hanley serving as the program subject matter expert. This is a priority due to 15 new members who need practical ice time to complete their Ice Rescue Technician certification. The weather has limited some opportunities, but the shifts have remained flexible, and the program is on track to be completed this season.

Shift Training Officers: STOs continued to facilitate consistent, high-quality training at the shift level, supporting hundreds of hours of training, as well as certification progress and upkeep. Key focus areas included rescue group supervisor trainings, low-visibility forcible entry scenarios, Get Out Alive drills, ice rescue support, and hands-on assistance with recruit transition training.

Other Division Happenings:

- Continued development and planning for the Acting Engineer Academy.
- Added two new RQI manikin devices to support ongoing CPR skills maintenance and certification compliance.
- Began coordination with West Metro for the Fall 2026 academy cycle.
- Initiated discussions with Greg Cassell regarding potential delivery of his hospital area command presentation in Castle Rock.

Department Ice Rescue Training



Burn Cell Training



Transition Academy Wildland in the Winter



Logistics Division:

Division Chief Jeff Wenzel



Division Commentary and happenings:

The month began with my official start date on January 5th. Since then, I have been fortunate to meet most members of the department, making it a priority to visit all stations across all three shifts. These visits provided valuable opportunities to introduce myself, observe operations, and begin building relationships across the department. Thank you all for the warm welcome!

One-on-one meetings have been conducted with Logistics staff, expectations for each team member and for the division as a whole have been communicated. These discussions also allowed for open feedback and set the stage for collaborative improvement moving forward. During the meetings, we identified specific areas for workflow improvement. Plans are being developed to address these needs and enhance overall efficiency.

Significant progress was made in the upfitting of our fleet, with both new medic units completed this month. State inspection for both units have been scheduled for February 5th. The apparatus bay was organized, and efforts were made to clean out accumulated trash and scrap, creating a more functional and safer workspace. EVT Walter will be transitioning to light-duty in February and will be championing a comprehensive catalog of departmental tools and parts.

Relationship building with local vendors was a key focus this month, resulting in the establishment of key contacts and the scheduling of upcoming work to support our division's needs. Scheduling has begun with Bearcom to complete radio installs for our fleet. New badges have been ordered for all CRFD members as we conclude the 130th anniversary badges.

PPE cleaning and inspection have been scheduled for February. All sets, including reserve and second sets, will be inspected to meet the new NFPA 1580 standard, previously 1581. Moreover, the Logistics Division is continuing to identify ways to streamline uniform ordering, delivery, and specs to meet the needs of our personnel.

Additionally, Senior EVT Jennings represented Logistics alongside other CRFD members on a trip to Pierce for the inspection of the new Engine 156, which is scheduled for delivery in the coming weeks. Front Range Apparatus sales will help us expedite getting Engine 156 into service by starting the upfit once it arrives from Pierce. The Fouts reserve engine is nearing completion with a short list of items remaining.

Upcoming actionable items for Logistics:

1. Two week on-call rotation for EVT's.
2. Upfitting for Fouts, new CPO, new BC, new Training and new EMS/Special ops units.
3. Logistics Tech new unit in service.

12

4. EVT new unit in service.
5. Creation of yearly apparatus maintenance schedule.
6. Implementation of Wednesday EVT preventative maintenance.
7. Begin identify equipment to outfit reserve engine and medic, to expedite change overs.
8. Conduct walk-through with Facilities for capital equipment replacements.
9. Complete new CPO spec.

Continuous Quality Improvement: **Accreditation Manager Katt Walsh**

As we're well on our way into 2026, a notable change for CRFD's Accreditation is moving into the 11th edition from the 10th of the FESSAM (Fire and Emergency Services Self-Assessment Model).

The FESSAM is a guide used by fire and emergency agencies internationally to navigate the accreditation process with a focus on performance measurement, self-assessment, and quality improvement.

Some of the distinguished changes from the 10th to the 11th edition of the FESSAM for CRFD include:

- Minimization of redundancies and increased clarity of accreditation criteria.
- Additional criterion and core competencies specifically targeted at agencies who perform EMS patient transportation services.
- Expanded focus on areas impacting firefighters' mental health and wellness
- New and expanded performance indicators addressing labor-management interaction.
- Recommendations for departments to have an ethical AI use policy, language diversity in community materials, current codes, pre-incident response plans, and expanded PPE policies.

CRFD is among the agencies who will appear before CFAI (Commission on Fire Accreditation International) starting Spring of 2027 who will receive reaccreditation under the 11th edition FESSAM.

A Glance at 2025:

Data from 2025 is being collected and analyzed throughout the first quarter of 2026. This data will be reconciled and prepared for the Annual Compliance Report and Standards of Cover essential to continuous improvement and ongoing accreditation.

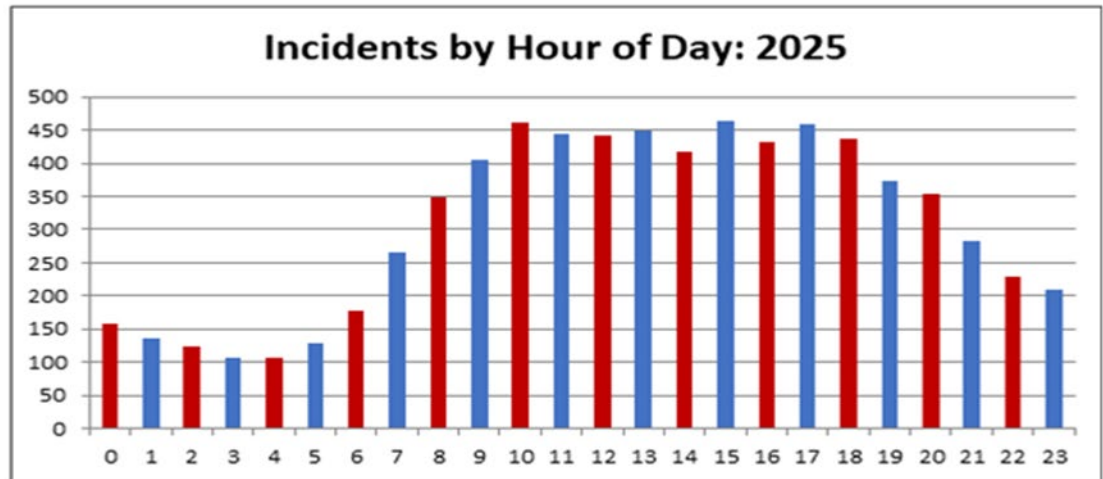
On the following page is some of the data collected revealing the shift that responded to the most incidents in 2025, the busiest day of the week, and the busiest hour out of the day.

Additionally, below is the link to CRFD ImageTrend monthly data.

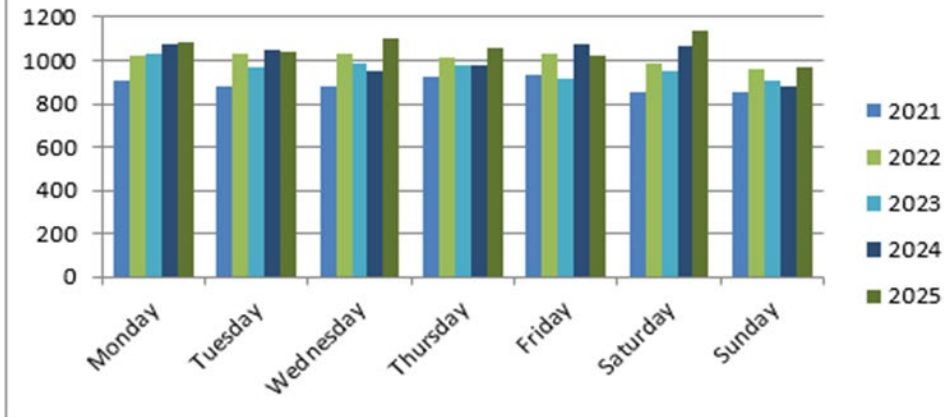
👉 Follow the link below to view the full January 2026 statistics: [ImageTrend monthly data](#)

Top 5 Hours for Calls for Service:

- 1) 3pm – 464
- 2) 10am – 460
- 3) 5pm – 458
- 4) 1pm – 448
- 5) 11am – 443



**Incidents by Day of Week
2021 - 2025**

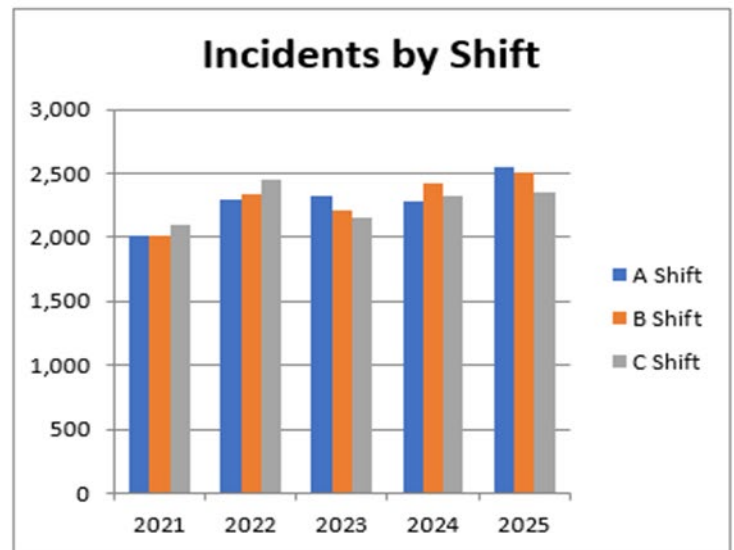


Top 3 Busiest Days:

- 1) Saturday – 1133
- 2) Wednesday – 1098
- 3) Monday – 1081

2025 Total Response to Incidents by Shift:

- 1) A Shift – 2, 543
- 2) B Shift – 2, 501
- 3) C Shift – 2, 358





Castle Rock
**PARKS &
RECREATION**
January 2026
Monthly Report



CAPITAL PROJECT UPDATES

Parks, Open Space and Trail Projects

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

Trail Construction continues at Lost Canyon Ranch Open Space

Lost Canyon Ranch Open Space continues to take shape as one of Castle Rock's most exciting conservation and recreation milestones. This 681-acre property was secured to protect its unique rolling grasslands, ponderosa forests, dramatic canyon cliffs and rich habitat for wildlife, while eventually providing low-impact outdoor access for the public.

January brought visible progress on the first pieces of that future access. Along the new 0.6-mile ADA-accessible Willow Creek Trail, crews have installed culvert storm pipes, constructed retaining walls and placed the first lift of road base. Timberline TrailCraft continues clearing the trail corridor, preparing for the next phases of construction.

At the Cattleman's trailhead, which is one of the key access points envisioned in the master plan, work has begun to shape the visitor experience. SaBell's Civil and Landscape crews have started placing fill to level the parking area and are preparing for wall installation along the entry drive. Meanwhile, design coordination is underway to reimagine the entryway and gateway to prepare for resident access.

All of this momentum builds on the Town's adopted master and management plans, which were shaped through community input and approved to ensure that public access is balanced with habitat and cultural resource protection. As Phase 1 construction continues, the Town remains on track for an anticipated public opening in 2026, bringing Castle Rock residents and visitors their first opportunity to explore this remarkable landscape.

Progress continues for essential east-to-west connector trail

The Industrial Tributary Trail, a vital east-west link in Castle Rock's regional trail network, continues moving forward as a project that will connect the new Castle Rock Sports Center and Philip S. Miller Park to downtown and surrounding neighborhoods. Designed to offer a safe, accessible alternative to walking or biking alongside the busy Plum Creek Parkway and I-25 interchange, this trail is a key piece of the Town's Parks and Recreation Master Plan vision for an interconnected system of trails and outdoor amenities.



Rendering



Significant technical and environmental coordination has been underway. Staff completed a second round of comments on the Conditional Letter of Map Revision (CLOMR), an important step in managing floodplain impacts and ensuring the trail's design fits within stormwater and regional drainage systems. The Colorado Department of Transportation and U.S. Fish and Wildlife Service are reviewing an incidental take permit as part of the broader Habitat Conservation Plan process — a requirement for addressing potential impacts to the federally threatened Preble's meadow jumping mouse, a species that depends on riparian habitat protected under federal law.

Permitting work is also advancing with the U.S. Army Corps of Engineers' floodplain permit review, laying the regulatory groundwork needed before full construction can begin. Meanwhile, construction drawings for the trail are nearing completion and are expected to be finished next month, positioning the Town to move towards bidding the project for development once final approvals are secured, and the Town is continuing its work coordinating with BNSF Railway to finalize a required crossing agreement.



In the field, early infrastructure activity is beginning through developer efforts. Brickyard crews are preparing to start work on their developer-responsible segment of the project, including construction of a box culvert beneath Prairie Hawk Drive — a critical component supporting both the future trail alignment and improved stormwater conveyance.

Each of these steps brings the Industrial Tributary Trail closer to becoming a reality for our community — a safe, scenic connection that complements our parks and open space network and enhances non-motorized mobility across Castle Rock.



Castle Rock Sports Center construction advances

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

Work progressed steadily throughout the month, with several major structural milestones achieved. Mid-month, crews set the south bridge truss and demobilized the concrete crane as concrete work concluded. Construction began on the concrete masonry block walls for a stairwell, advancing vertical development within the structure. Shortly after, crews began installing steel for the natatorium roof, followed by placement of the north bridge truss later in the month. By month's end, natatorium roof joists were in place, marking significant advancement in the building's structural framework.

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

OPERATIONAL Updates



Miller Activity Complex play structure receives safety upgrades

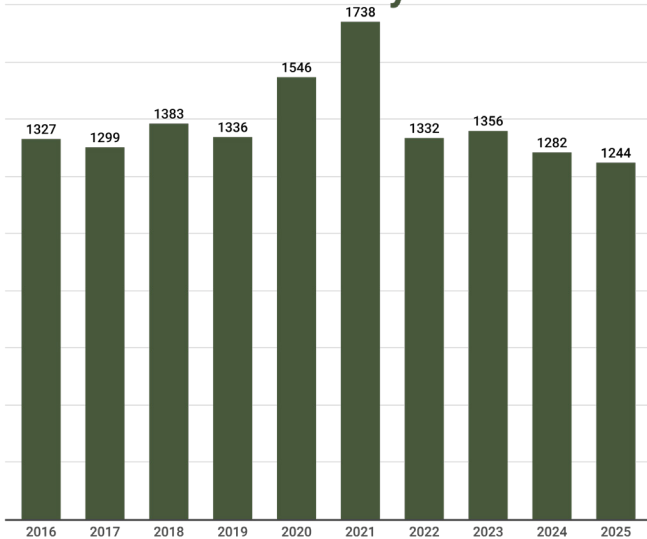
The indoor children’s play structure at the Miller Activity Complex remains a high-use amenity that supports year-round active play for younger children, regardless of the region’s varying weather conditions. Installed when the facility opened in 2014, the structure includes a 23-foot-tall slide, additional slides and indoor climbing elements designed to promote gross motor development, movement and social play within a controlled indoor environment.

As part of the department’s ongoing asset management and risk mitigation practices, refurbishment work was completed last month to ensure the structure continues to meet safety expectations and industry standards. Improvements included replacement of degraded protective padding, repair of netting zip ties and installation of additional impact-absorbing safety mats based on current inspection guidance. These updates support continued compliance with safety recommendations, extend the useful life of the equipment and reduce long-term maintenance risk.



The project was managed in house by the Recreation Specialist, allowing the work to be completed efficiently and cost effectively while maintaining direct oversight of safety and quality standards. She was assisted by staff from the Park Operations and Maintenance division, who maintain Certified Playground Safety Inspector certification, furthering adherence to nationally recognized safety standards and reinforcing the department’s commitment to proactive risk management and visitor protection.

Christmas Trees Recycled Annually



Christmas tree recycling program supports sustainability

For 26 years and counting, the Park Operations and Maintenance team has recycled Christmas trees for Castle Rock residents. This long-standing tradition continues to support sustainability and community beautification.

From Dec. 26 through Jan. 31, the team recycled 1,244 trees dropped off at Metzler Ranch, Founders and Paintbrush parks, as well as the Douglas County Fairgrounds.

The trees are processed into mulch for use in Town-owned parks and landscaped areas. Beginning in April, mulch will also be available to residents on a first-come, first-served basis. Mulch can be picked up on Saturdays from 8 a.m. to 5 p.m. at the Douglas County slash-mulch site on Caprice Drive. This program helps divert organic waste from landfills while reinvesting materials back into the community through cost-effective landscape maintenance.

OPERATIONAL Updates

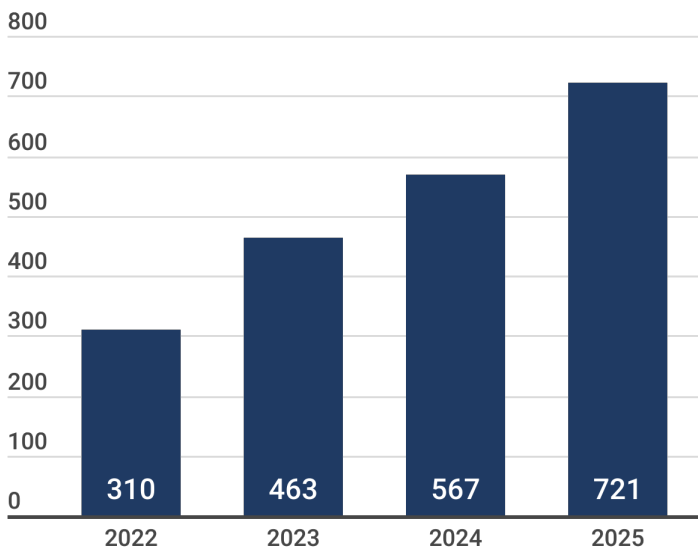
One-day sale generates record revenue and participation

On Dec. 19, 2025, the department launched its fourth annual limited-time offer: a one-day sale on facility memberships, passes and personal training sessions at the Recreation Center, Miller Activity Complex and Cantril School. With a significant 20% discount, this promotion incentivizes fitness enthusiasts to invest in their health and wellness while encouraging new memberships and passes from less frequent visitors.

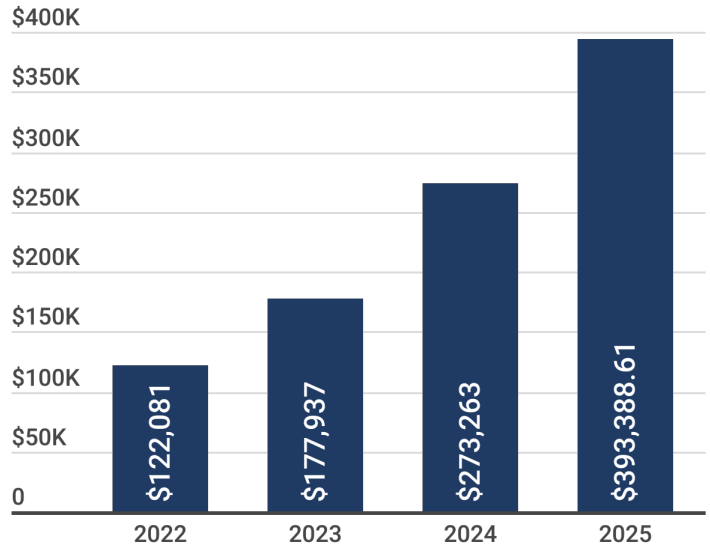
This year's sale achieved outstanding results, with performance continuing to climb year over year. In 2025, net revenue reached \$393,388.61, a 44% increase from last year, and a 222% increase from the first year the sale was offered in 2022. Membership sales rose to 407, while 630 multi-visit passes were purchased. Both are significant gains from previous years. The discount code was used 721 times, demonstrating strong engagement.

Staff showed tremendous dedication in promoting, executing and managing this high-demand initiative, with front desk teams playing a key role in ensuring smooth operations and a positive customer experience throughout the day.

Coupon code uses



Net revenue



Quantity sold



PROGRAM AND EVENT

Updates



Learn to Swim program sees growing demand

The department's Learn to Swim program continues to serve as a core year-round recreation offering and an important public safety initiative. Designed for all ages and ability levels, the program provides progressive instruction through both group and private lessons, helping participants build the skills, endurance and confidence needed to be safe in the water. Instruction follows a structured curriculum that supports consistent development from early water comfort through advanced stroke refinement.

The program is organized into four instructional phases, including Parent-Tot, Fundamentals, Stroke Development and Stroke Refinement, allowing participants to advance through age-appropriate skill levels over time. Sessions are typically offered in six-week series with scheduled buffer periods to accommodate make-up lessons, holidays and staff training. This structure helps maintain program quality and instructional consistency while supporting operational flexibility. Condensed swim "boot camps" are also offered during the summer months to meet seasonal demand.



Series 4, held Jan. 5 through Feb. 14, generated a total of 90 registrations across group and private lesson offerings. Registrations increased 11% compared to the same time period in 2025, reflecting continued community demand and growing participation in structured swim instruction. Enrollment included a mix of early childhood lessons, progressive skill levels and private youth and adult instruction, demonstrating the program's ability to serve a wide range of resident needs.

The continued growth of the Learn to Swim program supports the Town's commitment to wellness and water safety while strengthening the department's ability to provide valuable, skill-based programming.



Winter Ball delivers family fun

The 2026 Winter Ball brought Trollstice-inspired magic to families, creating a memorable evening of community celebration. On January 31, 368 attendees gathered for a night of sparkle, shine and high-energy fun, many dressed in vibrant costumes, dresses and playful accessories that embraced the trolls-themed spirit.

The evening featured a lively dance party filled with music and movement. Guests enjoyed snacks and desserts, themed crafts, photo opportunities and special character appearances that added to the festive atmosphere. From families dancing together to friends posing for pictures and creating keepsakes, the event delivered magical moments for attendees of all ages.

The department's Teen Advisory Group volunteered at the event, serving drinks and snacks, assisting with a raffle for guests and helping support a smooth event experience.

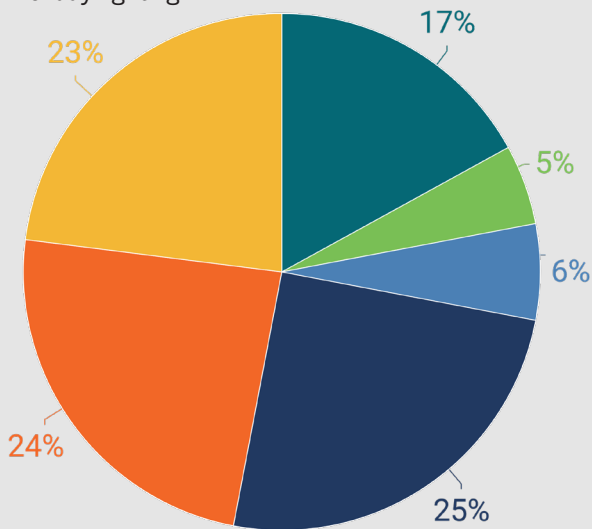
JANUARY OPERATIONS

By the Numbers

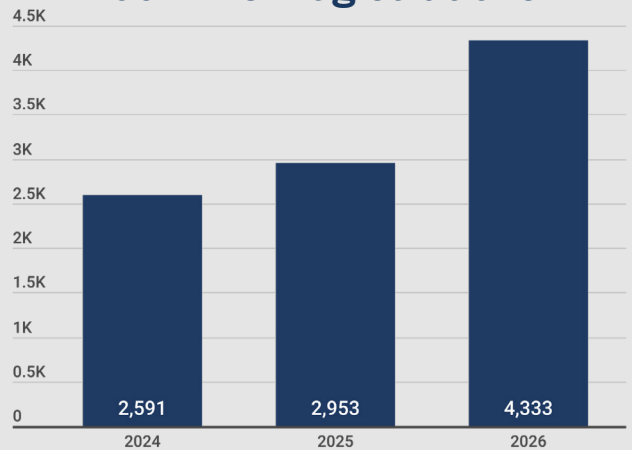
Parks Maintenance and Operations

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

- Field maintenance
- Irrigation operations
- Construction and special projects
- Landscape maintenance
- Snow removal
- Holiday lighting



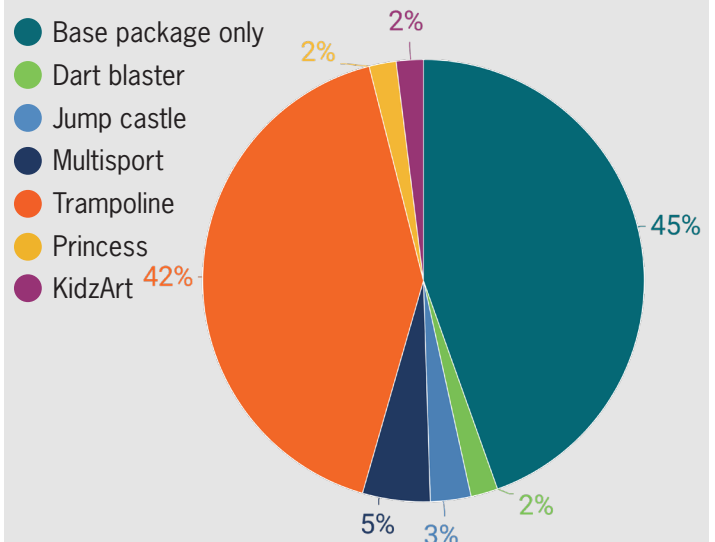
RockREC Registrations



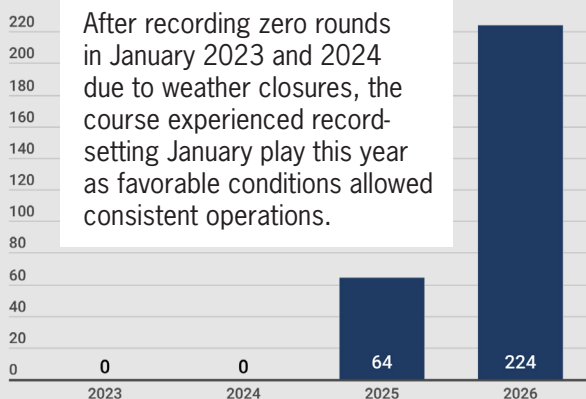
This data represents the number of online program registrations completed via the RockREC app or the desktop version of the site, Recreation.CRgov.com, in January over the last three years.

Birthday Parties

January birthday parties remained a strong offering, with 66 parties hosted across three facilities, matching overall booking demand from the prior year. Attendance increased from 705 to 792 children over January 2025, reflecting larger average party sizes and continued community interest in this program.



Red Hawk Ridge Golf Course



After recording zero rounds in January 2023 and 2024 due to weather closures, the course experienced record-setting January play this year as favorable conditions allowed consistent operations.

SOCIAL MEDIA

Summary

Social Media Overview

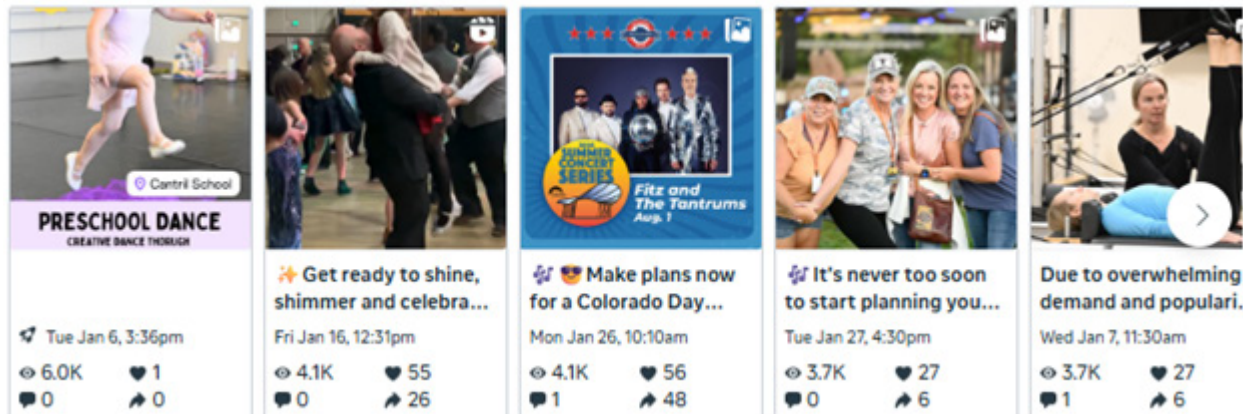
Social media remains a key outreach tool for the department, elevating program visibility, event promotion and community engagement. Content is shared through both the Town's Facebook and Instagram platforms and the department's Instagram platform, in coordination with the Communications division, to ensure consistent and strategic messaging.

In January, Parks and Recreation content saw substantial year-over-year growth across platforms. On the Town's Facebook page, Parks and Recreation-related content reached 310,800 users, a significant increase from 45,400 in January 2025. This jump reflects strong community interest in programs, capital projects and seasonal activities.

On Instagram, the department published 72 posts, reels, ads or stories in January, up from 62 during the same month in 2025. Engagement also increased meaningfully: content interactions rose from 492 in January 2025 to 1,300 in January 2026, indicating higher user interaction with program information, facility updates and event details.

Top performing content

The department's highest-viewed Instagram content in January centered on events and dances: preschool dance classes, the Winter Ball and Summer Concert Series promotions made up the top-viewed content. These results show that timely updates related to events and seasonal programming continue to drive strong organic visibility.

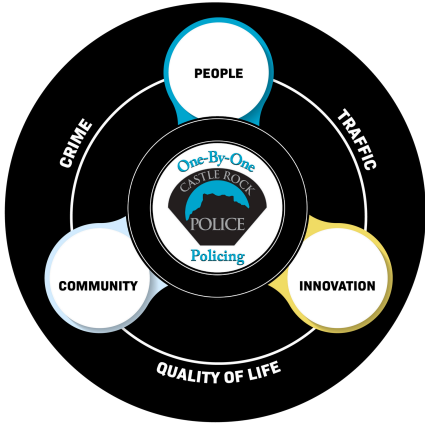


Audience growth

In January, the department gained 99 new social media followers, bringing the total to 5,680. By comparison, January 2025 saw a gain of 32 followers for a total of 3,770, reflecting significant year-over-year growth. This continued momentum demonstrates the effectiveness of a more strategic content approach focused on timely storytelling, video trends and high-interest community topics to expand reach and strengthen audience engagement.

Monthly report: January 2026

▶ SPOTLIGHT ◀



Deputy Chief Sam Varela



Commander Dustin Frost



Commander Brad Fruh



Sergeant Matt Fellows



Sergeant Connor Grega



Sergeant John Mullineaux



Corporal Darsel Polite



Corporal Erik Young

A message from Chief of Police Jack Cauley



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

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

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

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

Leadership in Motion January promotions take effect

The Castle Rock Police Department proudly recognized several members who earned promotions effective in January, reflecting their dedication, leadership, and commitment to service. **Sam Varela** was promoted to Deputy Chief, bringing extensive experience and a strong vision for the department's continued growth. **Dustin Frost** and **Brad Fruh** advanced to the rank of Commander, where they will play key roles in guiding Support Services and Operations, while mentoring personnel, and supporting the department's mission.

In addition, **Corporals Matt Fellows, Connor Grega** and **Detective Johnathan Mullineaux** were promoted to Sergeant, stepping into frontline leadership positions that are vital to daily operations and officer development. **Darsel Polite** and **Erik Young** were promoted to Corporal, recognizing their professionalism, reliability, and readiness to take on expanded responsibilities.

These promotions highlight the depth of talent within the department and reinforce Castle Rock PD's commitment to leadership development and excellence in policing.

Castle Rock Police Department

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

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



@CRpoliceCo | Police@CRgov.com | TipLine 720.733.3517

Leading with success



110
sworn officers



33
support staff

Crime: Person*

Crime	Dec. 2025	2025 Total YTD	2024 Total YTD
Sex offenses	0	18	19
Aggravated assault	3	19	14

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

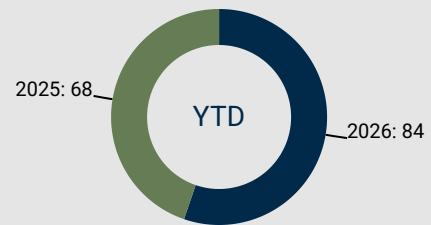
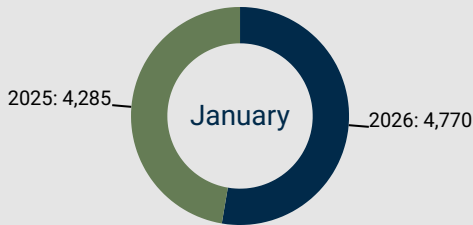
Crime: Property*

Crime	Dec. 2025	2025 Total YTD	2024 Total YTD
Burglary	3	31	51
Robbery	0	1	4
Motor vehicle theft	3	39	41
Theft from motor vehicle	7	60	67

Crime: Total offenses

Crime	Dec. 2025	2025 Total YTD	2024 Total YTD
Persons crimes	26	281	266
Property crimes	112	1,085	1,299
Society crimes	13	169	227
Total	151	1,535	1,792

Total calls for service



Priority 1 calls



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



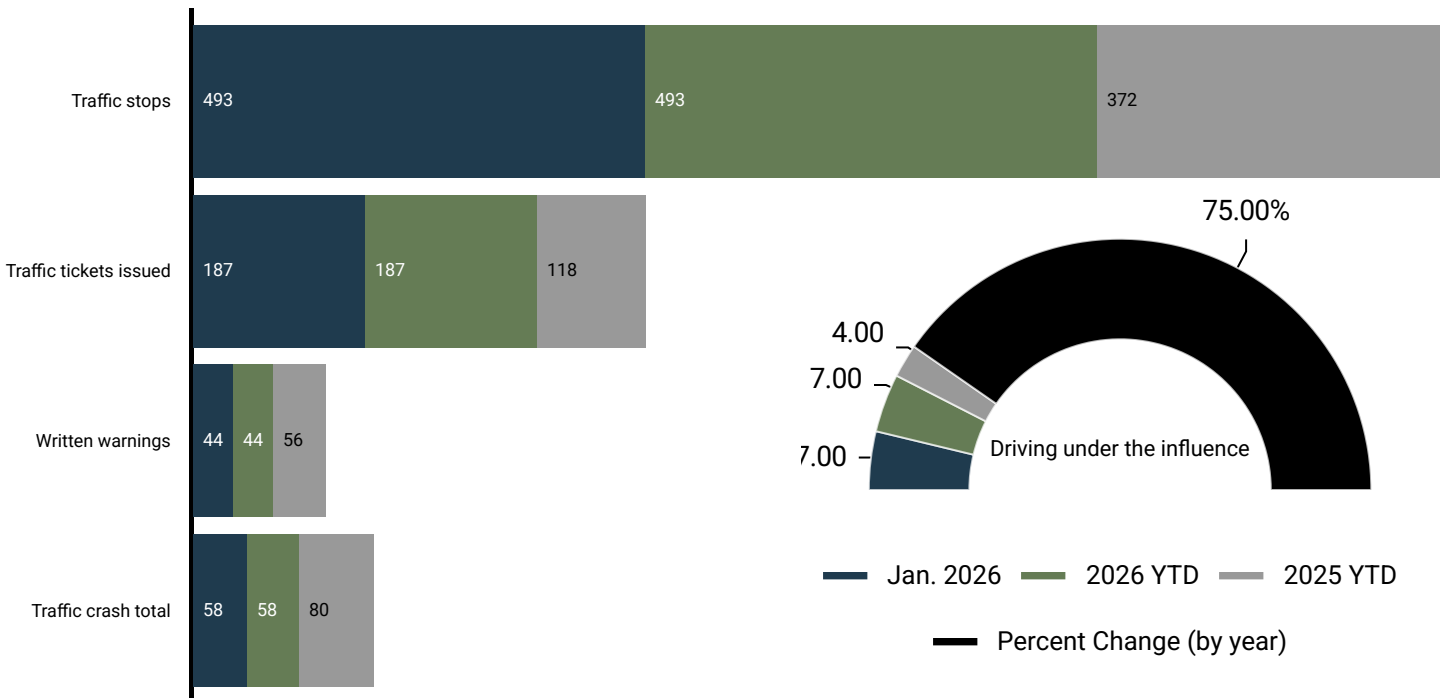
84 Total Priority 1 calls for the month



6:12 Average time dispatch to arrival

Traffic safety

Jan. 2026 | 2026 YTD | 2025 YTD



Additional Performance Measures

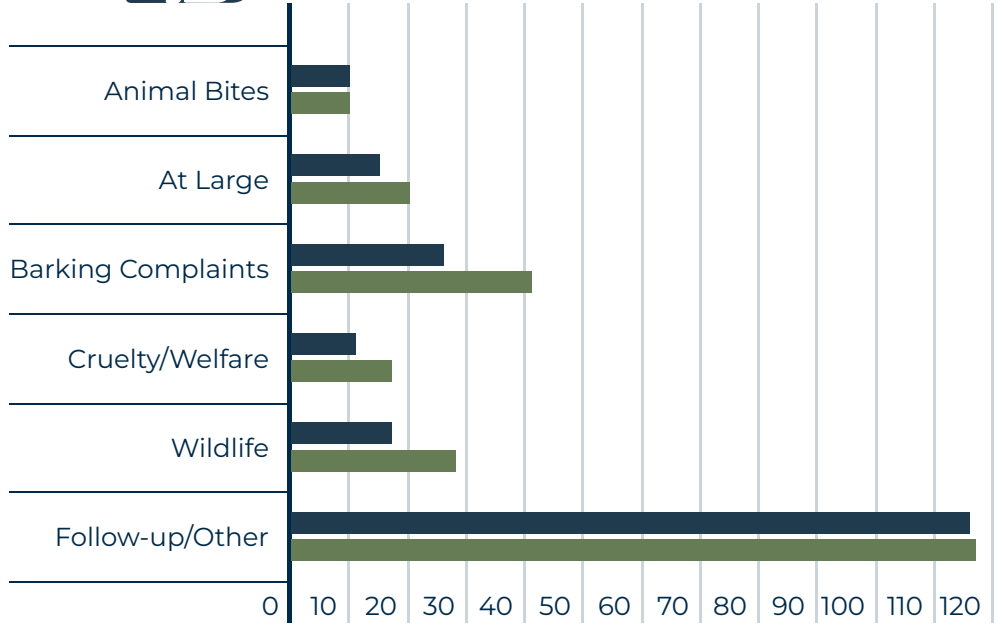
Community Response Team: Calls for service



Animal Welfare Unit: Calls for service



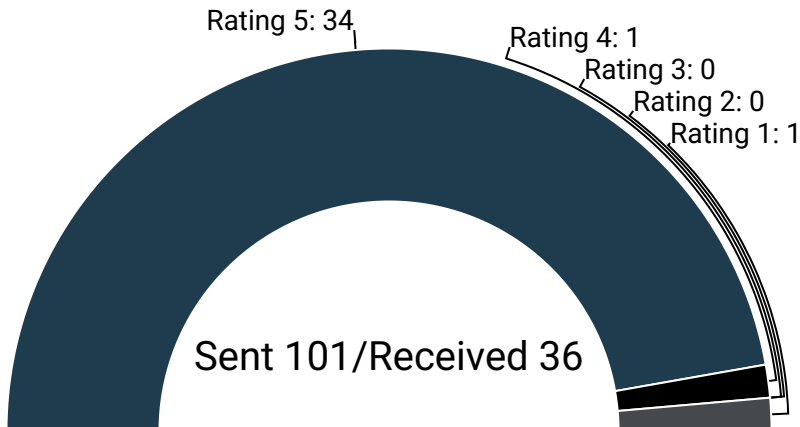
● 2026 ● 2025 ● 2024



● Jan. '26 AWU Handled ● Jan. '26 Department Total

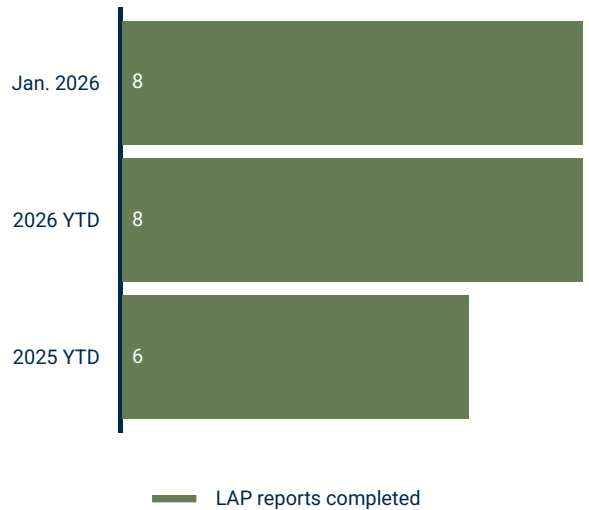
Customer survey results

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



Domestic violence lethality assessment

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

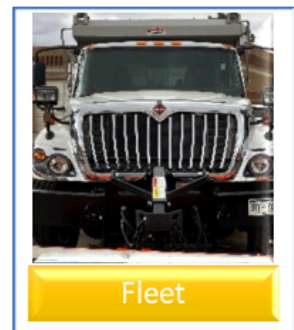
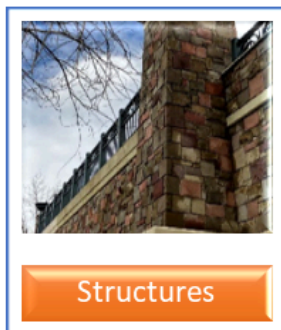
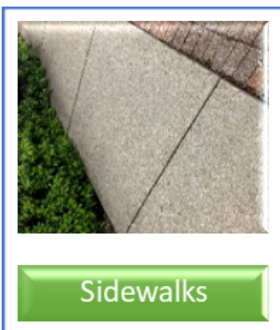
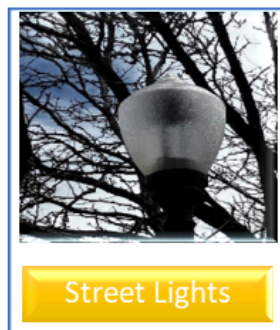


— LAP reports completed



Monthly Report

January 2026



Capital Improvement Program projects

Crystal Valley interchange



Drilling and pouring of caissons began on the south bound on and off ramps and will be completed in the middle of February. Work on the north bound on ramp continued which included drainage, lighting and concrete pavement work.

Phase: Construction

Targeted Construction Completion: Summer of 2027

Fifth Street Widening

Crews completed roadway widening on the south side of 5th Street between Valley and Woodlands, while also completing waterline relocation on Valley. Wall construction commences this month near St. Francis church, with earthwork activities continuing in large embankment area on the north side between Valley and east project limits.



Project Phase: Construction of Phase 1 Improvements

Completion: Phase 1 - Late 2026

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

Crowfoot Valley Road Widening

The project enters its' next major phase where improvements will be constructed in the center of the road. The crews began installing new storm drainage infrastructure in the future median area.

Project Phase: Construction

Targeted Construction Completion: Fall of 2026



Relocation of Dawson Ridge Blvd and West Frontage Rd



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

Project Phase: Construction

Targeted Construction Completion: Complete

Wolfensberger Widening improvements project



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

Project Phase: ROW Acquisition

Targeted Construction Completion: Fall of 2031

Pavements

Through the evaluation of bids, staff has selected the contractors for the 2026 Pavement Maintenance Program and remains on schedule to present the recommendations to the Public Works Commission on March 2 and Town Council on March 3. This year's program focuses on the north region, with additional maintenance planned for several primary roadways.



Crews responded to several minor winter storms that produced more ice than snow. Two treatment events were conducted to prevent town wide icing and maximize roadway safety during inclement weather. In total, crews logged more than 536 labor hours and applied 561 tons of material to mitigate icy conditions.

Following the storms, crews dedicated 110 hours to sweeping 112.7 lane miles of roadway to remove excess salt and debris. This effort helps reduce the amount of material that can be ground into airborne particulates, contributing to improved air quality and helping minimize the brown cloud effect.

Pothole repairs were performed between storm events whenever possible. The team spent 114 hours repairing approximately 300 potholes. Drier conditions resulted in fewer potholes forming, reducing the overall repair demand compared to more active winter seasons.

Sidewalks

Street Repairs and Safety Projects

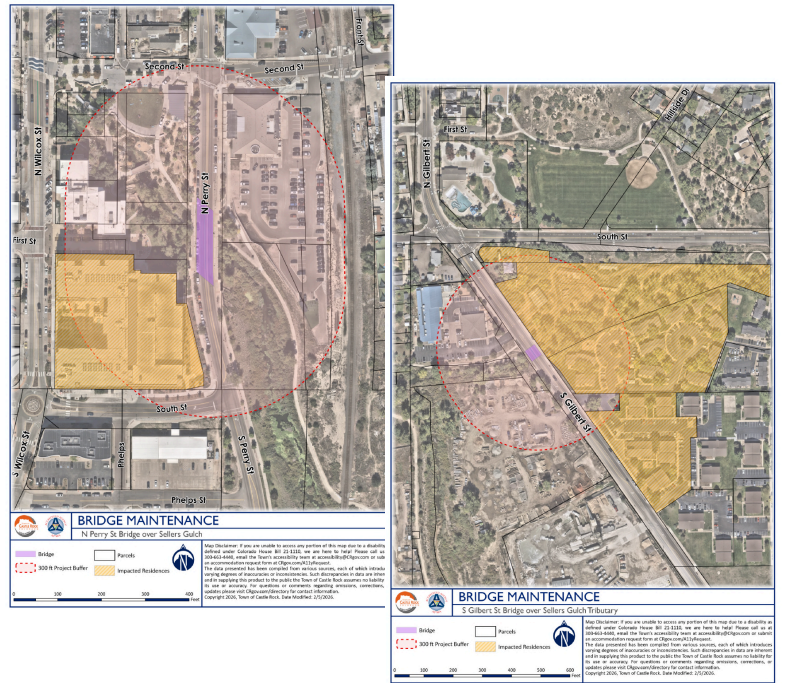
Staff is working on bid documents for the Street Repairs and Safety Improvement project and will post for competitive bidding in the coming month.



Structures

Bridge Maintenance Program

Through the evaluation of bids, staff has selected the contractors for the 2026 Bridge Maintenance Program and remains on schedule to present the recommendations to the Public Works Commission on March 2 and Town Council on March 3. This year's program focuses on maintenance of the Perry Street bridge over Sellars Gulch.



Traffic signals

Progress continues for new traffic signal installations, and more resilient utility power backup. ADA accessible audible pedestrian push buttons were installed at the intersection of Meadows Blvd. and Future St.

Monthly asset highlights

- Total of Work Zone Traffic Control reviews completed: 18
- Traffic Signal Tasks completed: 612 (majority preventative maintenance follow-ups, one pull box repair)
- New underground utility locate vendor under contract.

Project highlights

- Construction restarted in January at Prairie Hawk Dr. & Low Meadow Blvd signal. Poles and arms are now installed.
- 90% Design plans were reviewed for a new CODT signal at Founders Pkwy / Crimson Sky Dr.
- RFQ for signal poles were received.
- Information pending from CDOT for status on Avenida Del Sol at Founders Pkwy



Traffic Control (signs, markings, beacons)

January saw continued increases in level of service to the operations of beacons. The team completed 3,642 maintenance tasks, most of which were annual inspections for traffic signs and replacement of end-of-life signs.

Monthly Asset Highlights

- Markings: thermo marking replacements in progress
- Sign repairs: 2026 inspection completed
- Flashing Beacons Operational: 98%, four locations have a malfunction.
- All red and yellow beacon flashers were operational, one radar speed feedback sign was inoperable.
- Spring long line work has been identified outside of PMP areas.
- 2026 Contractor durable markings have been identified, 12 locations will receive maintenance including Gilbert St & Plum Creek Pkwy Roundabout and Eaton St & Plum Creek Roundabout.



Street Lights

January saw an increase in level of service to the operation of streetlights.



Monthly Asset Highlights

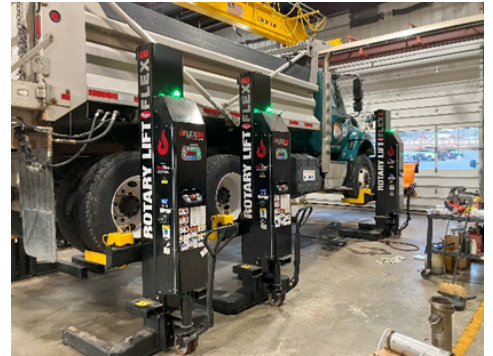
- Street light repairs: 17 tasks, 9 street lights are “out” and are scheduled for repair by the end of the month.
- 95% Streetlights Operational: -1%

New power supply and meter at 6th Street for streetlights on Jerry Street for the View Apartments was constructed and inspected.

Fleet

Shop Productivity and Availability

The new year began with lower-than-expected maintenance needs from departments. The lack of significant snowfall contributed to fewer repairs and reduced overall costs. A total of 61 work orders were completed in January, with 34 consisting of preventative maintenance services. Staff continue to prioritize these scheduled services, which help reduce long-term lifecycle maintenance costs. Vehicle availability remained high at 97% town wide.



Shop Support

January saw a decrease in repair part orders, totaling \$24,000. A total of \$23,000 in repair parts were issued to work orders. Town wide fuel usage remained steady at approximately 15,000 gallons.

Vehicle Acquisitions

Vehicle ordering and design specifications for 2026 have begun. Purchase orders for new Police and Fire vehicles have been completed for the year. Police vehicle purchases are expected to be limited, with fewer replacements anticipated. Most new vehicle acquisitions this year will consist of replacement work trucks for the Town's white fleet.

Verge

Crews spent nearly 500 hours trimming trees and removing branches that posed a potential risk to vehicles. During this work, 141 cubic yards of tree limbs were removed and properly disposed of. In addition, approximately 70 hours were dedicated to roadside litter cleanup, resulting in the collection of 70 bags of trash along Town roadways.





Town Manager's Office Monthly Report January 2026

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

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

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

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

Communications - Facilitates community outreach and involvement for departments Townwide

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

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

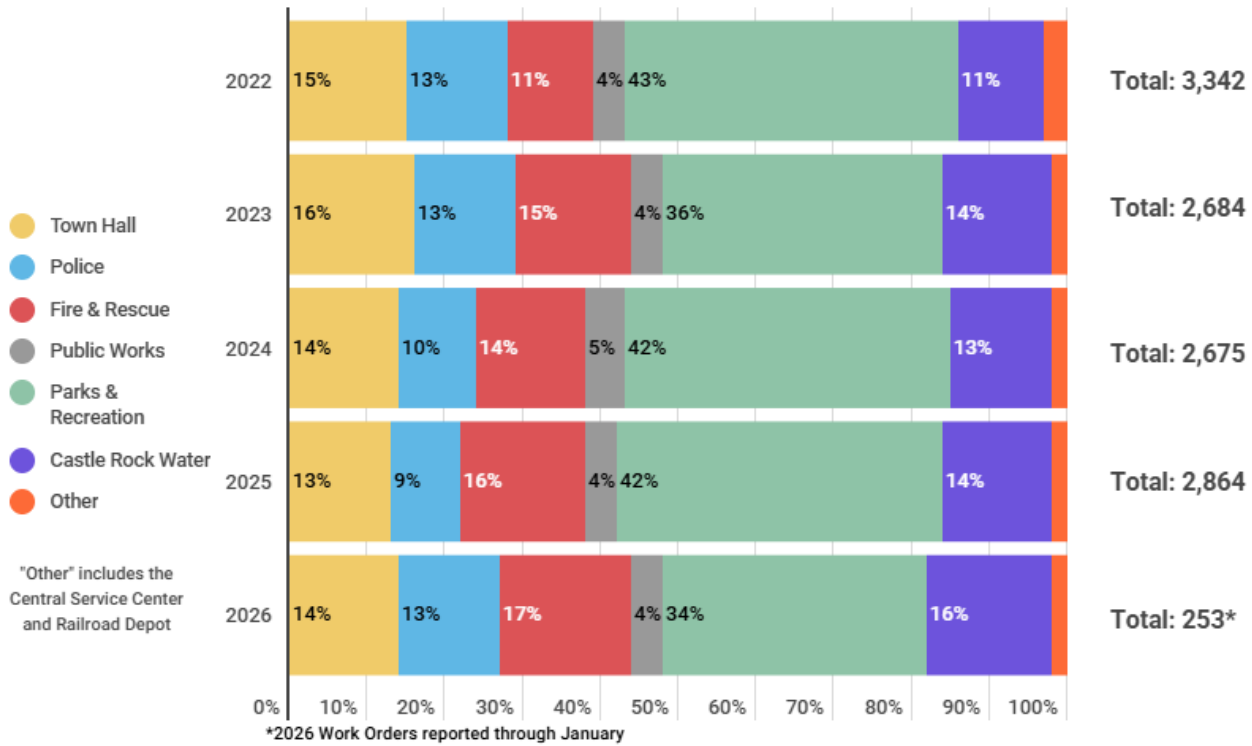
Facilities Maintenance

Key Accomplishments

- In January, the Facilities team completed **253** work orders including **76** preventive maintenance activities and **20** custodial inspections. There were **3** emergency work orders in January
- The Facilities Division completed fabrication of the Cantril school pottery lift, which is to be installed in February
- The coordination of updates to HVAC controls for the MAC has begun
- Keying and bathroom accessory details for the Castle Rock Sports Center project has been provided
- There has been ongoing design coordination for future stair and parking enhancements at the Castle Rock Police Department building
- Supported ongoing planning and design efforts for the Castle Rock Fire Station #156 project

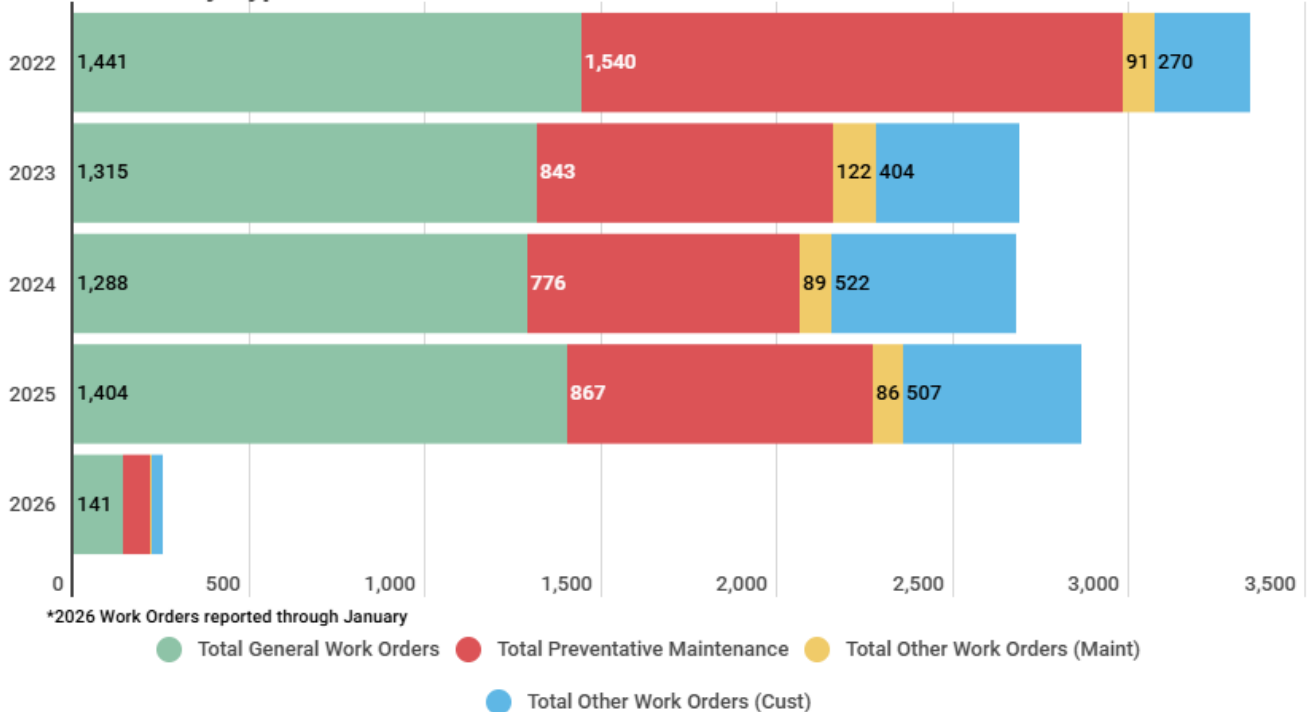
Facilities Division

Work Order % by Department



Facilities Division

Work Orders by Type



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

Division of Innovation and Technology

Key Accomplishments

- Supported Rave Alert implementation to replace Code Red
- Upgraded the Court Management System
- Patched network switches for vulnerabilities
- Patched the Town's backup system for vulnerabilities
- Completed testing for Castle Rock Police dispatch and records system upgrades

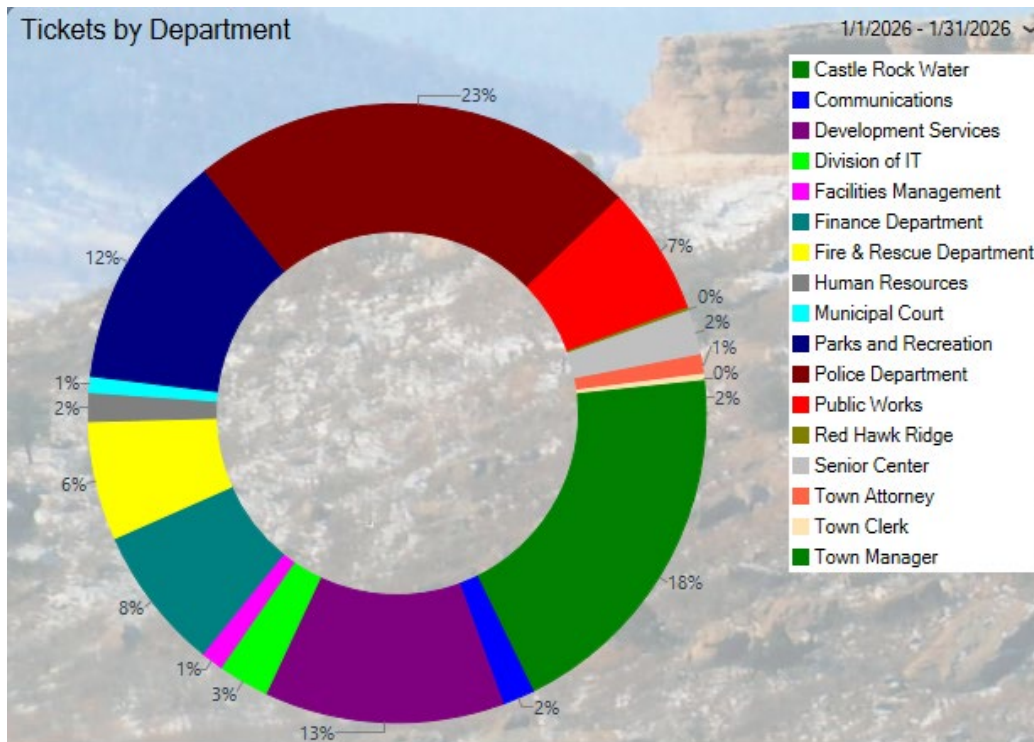
Addressed **574** total tickets, with an average resolve time of **43** hours

- There were **two** emergency tickets this month, 100% of which were resolved within 24 hours (100% is the goal)
- There were **26** urgent priority tickets this month, 96% of which were resolved within two calendar days (85% is the goal)
- There were **485** medium priority tickets this month, 98% of which were resolved within 10 calendar days (90% is the goal)

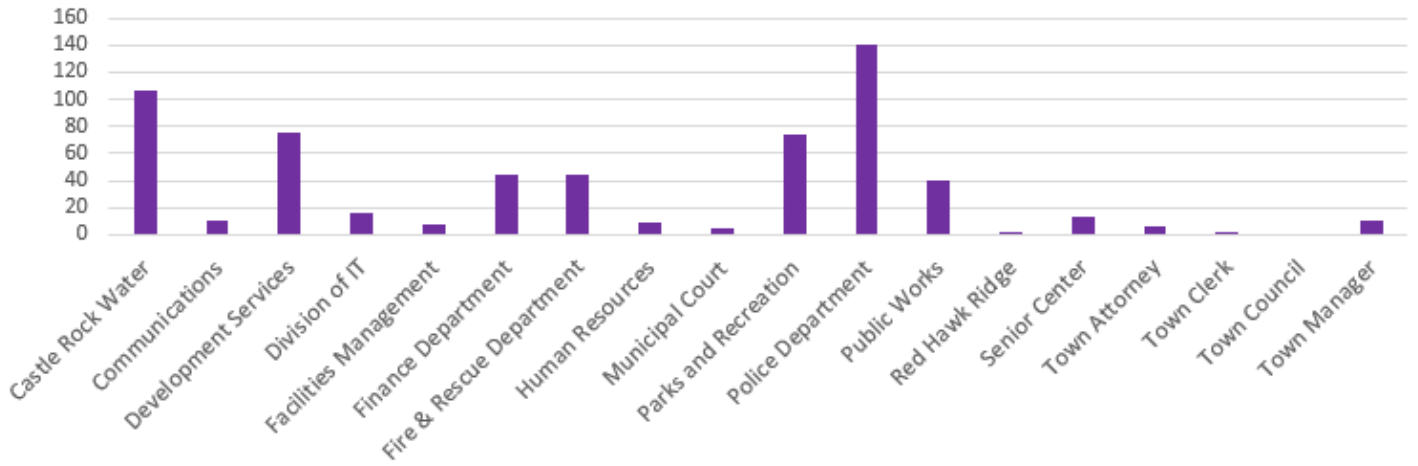
Geographic Information Systems (GIS)

- Addressed **18** total tickets, with an average time to resolve of **72** hours
- There were no annexations in January
- There was **one** zoning change in January (100%), which was reflected within the GIS database map within two weeks of receipt; the goal is to have 90% of zoning changes reflected within that timeframe
- There were no parcel updates in January

Metrics



YTD Tickets = 605



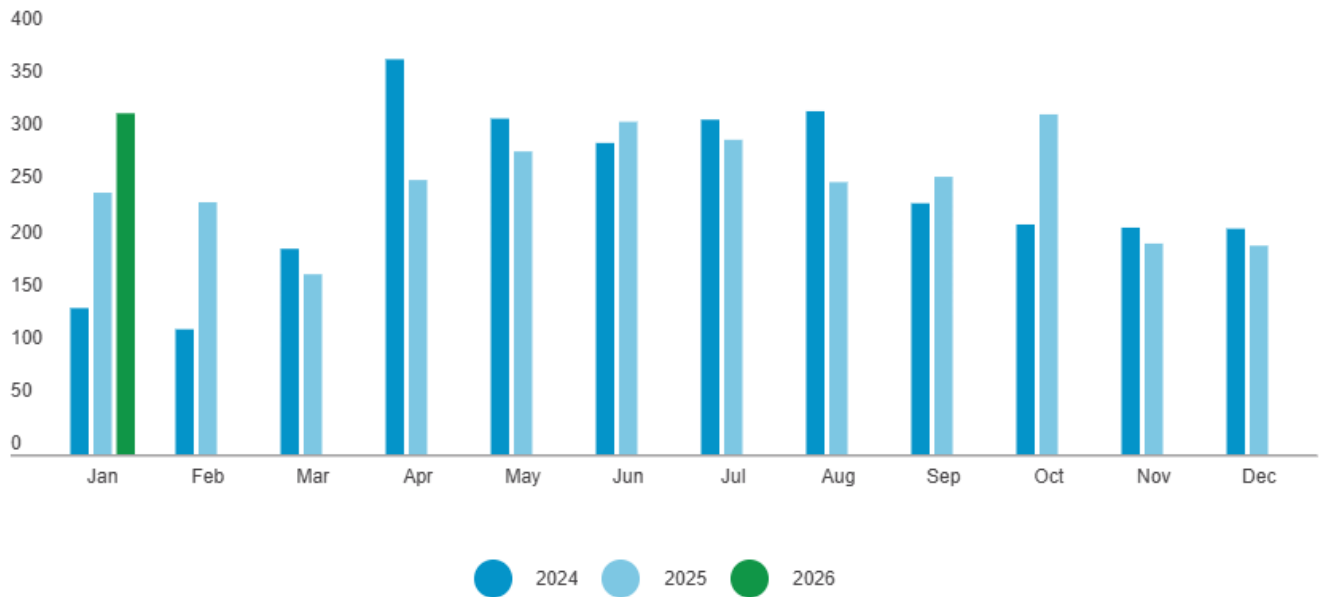
Municipal Court

Key Accomplishments

- There were no eligible Teen Court cases in January

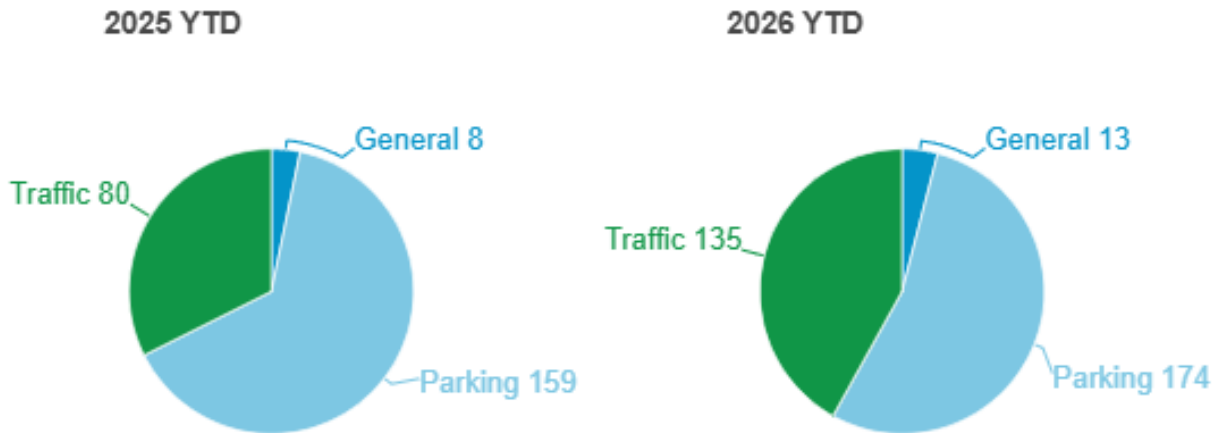
Metrics

Total cases filed in Castle Rock Municipal Court: 2024-2026



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2024	138	118	194	373	317	294	316	324	237	217	214	213	2955
2025	247	238	170	259	286	314	297	257	262	321	199	197	3047
2026	322												322

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



Communications

Key Accomplishments

- In January, the Communications Division and Mayor Gray gave an overview of State of the Town presentations at the Colorado Municipal League Mayors’ Summit
- Staff also completed **two** publications: Year in Review mailer and Your Town Talk newsletter

During January staff issued news releases about:

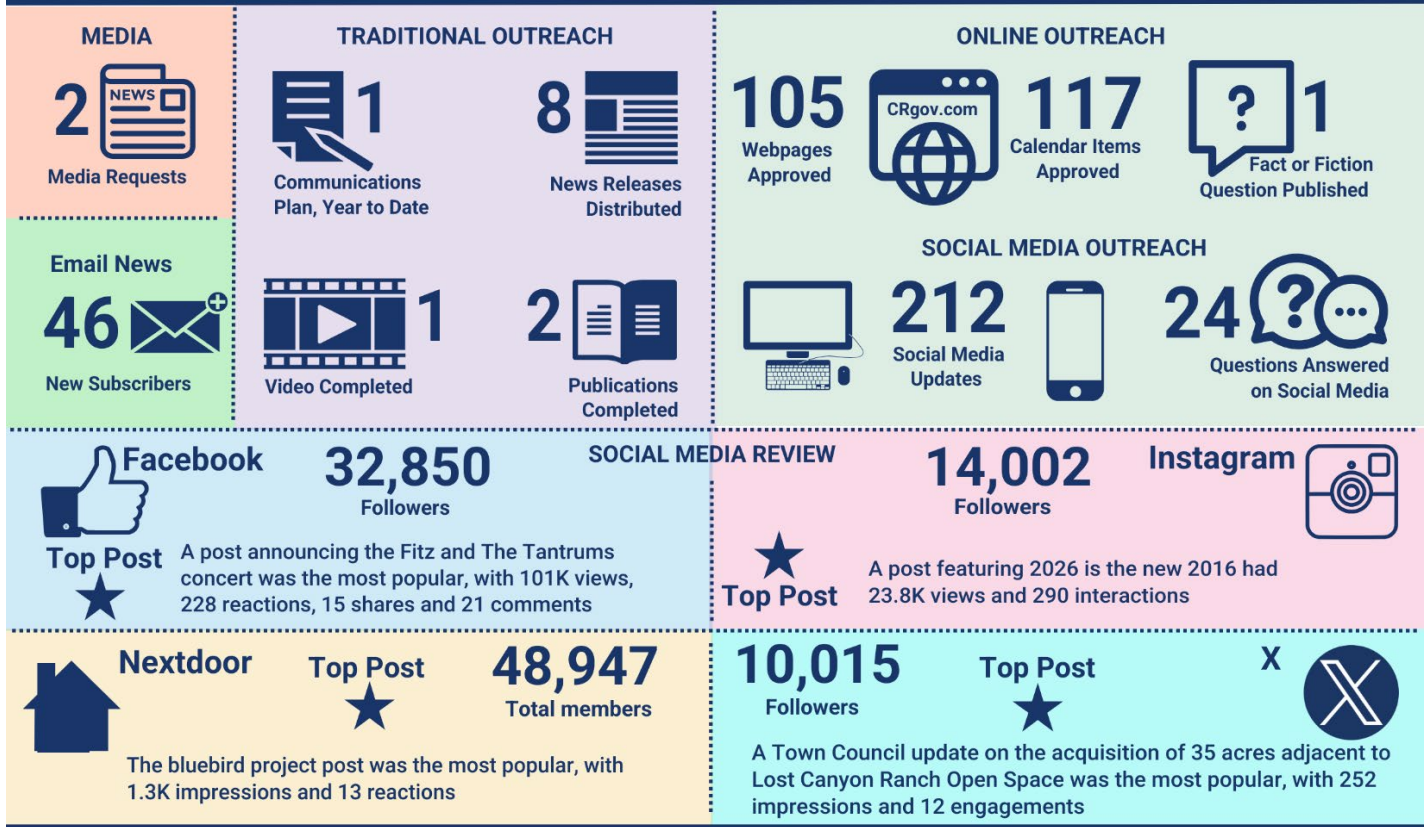
- [Water disinfection maintenance activity begins Feb. 2](#)
- [Celebrate America and Colorado’s birthdays with help from Neighborhood Grants](#)
- [Make plans now for Colorado Day summer celebration with Fitz and The Tantrums Aug. 1](#)
- [Town of Castle Rock advances major projects in 2025, carries momentum into 2026](#)
- [Big adventures start small; Town’s preschool registration opens Jan. 20](#)
- [Dreaming of summer? Youth camp registration opens Monday, Jan. 19](#)
- [Help Castle Rock’s bluebirds flourish; open house Feb. 4](#)
- Jan. 6 Council update

The hyperlinked items were available as of Feb. 11

Metrics (following page)



Communications ■ January 2026 Report



Human Resources

Key Accomplishments

- HR attended **14** interview panels, totaling **34** interviews:
 - Water Quality Analyst : 3
 - Maintenance Worker II : 5
 - Payroll Technician: 2
 - Fleet Services Supervisor: 6
 - Development Technician- Planning: 1
 - Stormwater Infrastructure Construction Inspector: 6
 - Senior Review Development Engineer: 1
 - Project Manager CIP Water : 1
 - Water Plant Operator Supervisor: 3
 - Parks and Open Space Supervisor: 6
- **Employee Orientation:** **14** new full-time employees and **7** part-time or seasonal employees came on board in January
- **Separations:** HR separated **6** full-time employees and **25** part-time or seasonal employees in January
- **Performance Evaluations:** In January, HR reviewed **67** performance evaluations prior to their filing to ensure comments were consistent with ratings and that the Town's performance management standards were being met

- **Employee Recognition:** There were **four** recognitions in January, with **three** employees receiving the Applause award
- **Training and Recruitment:** HR didn't attend any career fairs in January

Youth Commission

Key Accomplishments

- The Youth Commissioners are setting up a spike ball fundraising tournament to help disadvantaged youth in the community
- The Rising Star Scholarship is set to be promoted within their schools in the upcoming weeks
- At the January meeting, the Outstanding Youth Leadership and Service award recognized three deserving Castle Rock students



CASTLE ROCK WATER

JAN 2026 MONTHLY REPORT

202 ^{MG}

WATER
DEMAND
TOTAL

18.4 %

RENEWABLE
WATER
SUPPLIES

5.0

WATER
SUPPLY
INDEX

SYSTEM INTEGRITY 4 leaks

WATER QUALITY SAMPLING 0 issues

CUSTOMER ACCOUNTS 28,205



Additional features
available online

[View report online](#)

WHAT WE ARE UP TO

2025: A Year of Momentum, Grit, and Quiet Wins

At the start of 2025, Castle Rock Water didn't set out to chase headlines. The goal was simpler—and harder: do the work well, protect the community, and build systems that would last long after the year ended.

And that's exactly what happened.

A Culture That Starts With Safety

The year opened with a clear message: with a mission to **protect public health**, people (and employees) come first. Safety wasn't a box to check—it was embedded into daily operations. By April, all Colorado Intergovernmental Risk Sharing Agency (CIRSA) training was completed. By year's end, the team logged 36 additional safety trainings, expanded near-miss reporting, rolled out QR-based incident reporting tools in vehicles, engaged a thorough arc flash training program, and completed an occupational hearing study with real, visible improvements.

Emergency response wasn't theoretical either. Fire evacuations, active-killer drills, and activation of our Emergency Response Committee ensured staff were prepared for emergencies—not just compliant with the law.

The numbers told the story too: strong Occupational Safety and Health Administration (OSHA) and DART rates, and a 100% CIRSA audit score. But more importantly, people went home safe.

Protecting Water, Meeting the Moment

On the regulatory front, Castle Rock Water stayed ahead of change instead of reacting to it. Water quality teams implemented our nitrification plan, completed a sanitary survey, updated risk and resilience assessments, and managed compliance for over 3,000 backflow assemblies—with perfect survey compliance. New bromide monitoring equipment added another layer of protection.

On the regulatory front, Castle Rock Water stayed ahead of change instead of reacting to it. Water quality teams implemented our nitrification plan, completed a sanitary survey, updated risk and resilience assessments, and managed compliance for over 3,000 backflow assemblies—with perfect survey compliance. New bromide monitoring equipment added another layer of protection.

Stormwater regulation quietly transformed as well. Inspections became smarter. Enforcement became clearer. New tools—like sump inlet certification and Chase Drain policies—replaced friction with efficiency. Council approval of a dedicated stormwater infrastructure inspector capped off a year of meaningful progress.

And then there was perfluoro alkyl substances (PFAS). After extensive sampling and coordination, settlement funds began to arrive to the tune of \$1.34M dollars—real dollars that will directly support long-term system maintenance and compliance with the new PFAS regulations.



Innovation on the Big Stage

While much of the work happened behind the scenes, 2025 also put Castle Rock Water in the spotlight. Castle Rock Water became the first water provider in Colorado to implement an artificial intelligence (AI) leak monitoring system. Likewise, our organization also became the first water provider to require ultra-high efficiency toilets for all new residential development, saving 37% in water for every flush over previous alternatives.



Staff presented nationally on potable reuse, SCADA innovation, AI-driven water loss, underground storage, and water-smart community growth. Industry publications took notice—multiple features highlighted everything from AI leak detection to reinforced reservoir liners. Castle Rock Water didn't just participate in industry conversations; it helped lead them.

Serving Customers—One Call at a Time

Inside Customer Service, the pace never slowed. Over 14,000 calls answered. More than 20,000 customers engaged online. Paperless billing became the norm, not the exception.

Advanced Metering Infrastructure (AMI) deployment changed the game. Monthly meter reads shifted to the network well ahead of schedule, cutting down manual work and improving accuracy. Billing processes were streamlined, validation times dropped by days, and multiple system enhancements rolled into production.

And sometimes, the work was deeply personal: When a customer unknowingly faced a nearly \$8,000 water bill, the Customer Service team didn't wait for a complaint. They reached out first, worked through the issue, and helped resolve a bill for a major leak before it became a crisis. That moment captured the spirit of the year: proactive, human, and relentless about doing right by the customer.

From the Field to the Treatment Plant

In operations, 2025 was a year of steady execution. Crews repaired leaks and breaks, addressed sewer backups, cleaned tanks,



managed nitrification challenges, and maintained water quality without interruption. A new Raw Water Operations Team came online, allowing for the Plum Creek Water Purification Facility (PCWPF) to operate 100% off of renewable water supplies for the first time. Sediment was removed by our storm-water team in many locations with a key project at Castle Oaks Crossing. Granular activated carbon was replaced to maintain PFAS compliance. Membranes were rehabilitated and replaced to ensure top filtration performance for our drinking water at PCWPF.

The operations team completed maintenance and inspection of every fire hydrant and valve in our drinking water system, one of the most critical annual tasks we perform as an organization. We want those hydrants operating seamlessly in the case of a fire.

SCADA crossed a milestone too: Ignition went live—a new daily reporting and monitoring dashboard, cybersecurity roles were filled, major upgrades were completed at the Miller Water Treatment Plant, and fiber reached critical facilities. The backbone of the system grew stronger.

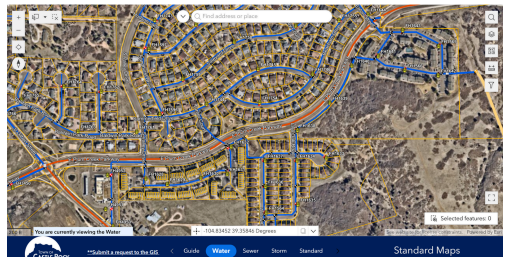
Oh—and the new reservoir known as Castle Rock Reservoir 2 filled to 680 acre-feet, just short of full pool while a new boat was outfitted and christened for use in monitoring water quality at the new reservoir as well as Castle Rock Reservoir 1. Reservoir Dog, named by the staff in an internal contest, officially joined the fleet.



Planning Forward, Building Smart New Developments

The 2024–2028 Strategic Plan moved from paper to practice. Nineteen tactics were completed in 2025, with dozens more underway. Key Performance Indicators showed excellent performance in a number of key areas, from training to safety and even renewable water usage, despite months-long facility shutdowns of PCWPF as construction on the doubling of capacity in the plant continued on-schedule and on-budget.

In the Geographic Information System and locates teams handled more than 14,500 locate tickets, put in place modernized mapping systems using the cloud, launched a helpdesk and kicked off the LiDAR work that will shape future conservation and planning.



Development moved too: Pine Canyon officially completed annexation, Dawson Trails advanced with major water infrastructure put in place, and long-range planning for new development stayed aligned with water realities exhibiting the continued success of Castle Rock Water's ColoradoScape ordinance.

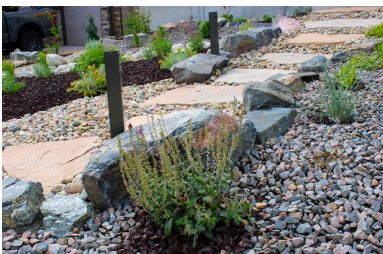


Reaching the Community—and the Next Generation

Outreach in 2025 was hands-on and high-energy. The H2Go Wagon rolled into events, ensuring people had access to clean, cost-effective, and tasty tap water negating the need for expensive, unsustainable and gross bottled water at these events now and in the future. A new water festival launched with its founding year hosted at the PS Miller Park here in Castle Rock, attracting thousands of residents. Conservation videos—featuring Castle Rock Water staff—made watering rules relatable and clear. Workforce development reached high school students through internships, career fairs, and hands-on exposure to water careers.



Conservation programs delivered measurable impact: rebates paid out for ultra-high efficiency toilets, another 263,000 square feet of high-water using turf removed, landscapes improved and beautified with ColoradoScape, and nearly 900 inspections completed on new development ColoradoScapes. Education translated into action as with Water Wise workshops, ColoradoScape Workshops and Qualified Water Efficient Landscaper training.



Securing the Water Future

Water resources closed the year with record renewable storage across multiple facilities (Walker, Chatfield, Rueter Hess and Castle Rock Reservoir 2). PCWPF operated purely on renewable water supplies for most of the late spring, summer and into the fall, and despite being shut-down for many months for construction, helped Castle Rock hit 30% renewable water for the year.

Major milestones were hit: WISE Pump Station neared commissioning, Aquifer Storage and Recovery work to use our underground aquifers for storage continued and gained U.S. Environmental Protection Agency attention with high-ranking staff visiting Castle Rock to see what we were doing, water court cases were successfully resolved pulling back \$130,000, and water leasing commitments reached record revenue levels.

Long-term investments—from the PCWPF expansion to public-private partnerships like the Box Elder Tallgrass project—moved from concept to construction, reinforcing Castle Rock's ability to adapt in a changing water future.

Completing, Continuing, Starting and Designing Key Capital Projects

Several critical capital projects were completed—key non-renewable groundwater wells rehabilitated on-schedule and on-budget, tank 17 chloramine booster station completed, the 5th Street Sewer Project was finished within budget and in time to allow road upgrades to proceed for 5th Street. Many projects continued to move forward including PCWPF expansion, reservoir construction for Castle Rock Reservoirs 1 and 2, Tank 18 final punch items, Lost Creek well collection system, McMurdo Gulch stream stabilization, and East Plum Creek Reach5 Phase 2 (including the upgrades to Castle Rock Diversion 1). Work started on the Ray Waterman Liquid Ammonium Sulfate conversion, Sedalia Lift Station and Force Main. Design of critical next step capital investments progressed with odor control upgrades for the Escavera sewer system, pipeline upsizing from the central wellfield to PCWPF, Front St. to Downtown potable transmission connection, chlorine monitors at our drinking water system tanks, Chatfield pipeline and pump station, East Plum Creek to Rueter Hess Reservoir pump station and pipeline, stabilization of East Plum Creek at Sellars Gulch, and Castlewood Ranch Lift Station 1 rehabilitation.

Ending the Year Strong

By December, the numbers added up. New staff positions were approved in 2025, positions from 2024 approvals were filled, and additional investments in staffing were made. Facilities were upgraded including the front lobby in the Administration Building. Major program initiatives (from water quality to safety to conservation, etc.) and capital projects advanced. Small wins like the odor complaints in the Escavera Subdivision dropped with verified decreases in hydrogen sulfide gas. Infrastructure was repaired with deep groundwater wells rehabilitated improving their efficiency and production.



A \$55M bond issuance was approved for the shelf to allow for Castle Rock Water to seek funding when the market is attractive. Rates and fees were successfully set rising moderately to ensure adequate finances for operations and capital investments. And yes—there was still time for chili cookoffs, cornhole tournaments, and celebrating the people who made it all happen.



STAFF RECOGNITION

CERTIFICATIONS



Patrick Paranto
Distribution 3



Joseph Faraone
Collections 4
Distribution 2



Jake Austin
Collections 2



Brandon Luke
Collections 1



Joshua Vauhn
Water Treatment C

High Five

Susan Salvatori
Kristin Harrison
Greg Swaney

While reviewing monthly consumption for billing, Susan noticed a significant discrepancy in usage for a multi-family property, with consumption dropping dramatically over a single month. She promptly shared the information with Kristin and Greg to have it reviewed. Greg went out the following day and discovered that a bypass had been opened. He closed and locked the bypass to prevent the issue from recurring, then followed up with Susan to communicate the findings and resolution. I would like to commend Susan, Kristin, and Greg for their diligence in reviewing customer records and for their quick, effective response when something appeared out of the ordinary. This is a great example of teamwork and proactive customer service. Great job to all three.

STAFF RECOGNITION

PROMOTIONS!



Joshua Vaughn
Treatment Operator II



Dwight Keller
Plant Maintenance
Supervisor



Erin Sweeney
Cross Connection
Administrator



David Madsen
Treatment Operator III

High Five

- Kaitlin MacPherson**
- Tyler Ray**
- Jill Skelton**
- Debbi Davenport**
- Malorie Gamble**
- Jen Pomplun**

I broke my ankle in early December, and my entire work group has been amazing to pitch in and help me out. They have taken mail to the mailbox for me, carried the cash drawer, opened and held countless heavy doors, and even helped me get out of the building and load my belongings into the car at the end of the day. They have also had to pick up my work when I was out a few days for surgery and for the various doctor appointments before and after. And I want to point out that I have not had to ask anyone for help - they have been amazing to see what I need and jump in when necessary. I just want to acknowledge and thank my team for everything they've done to make my life easier while I've been struggling to manage with my current situation.

STAFF RECOGNITION

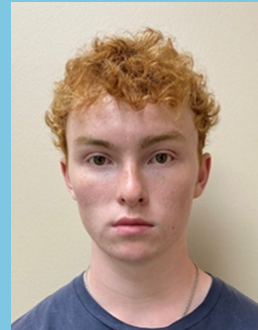
N E W H I R E S



Ben Vallejo
Collections Operator I



Zachary Gregg
SCADA I&C Engineer IV



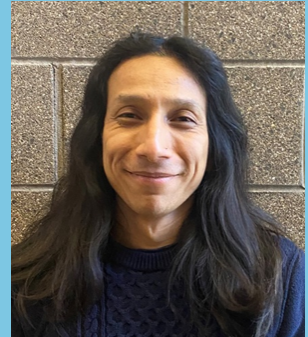
Nathan Fulks
Treatment Operator I



Javier Huerta
Stormwater Supervisor



Marcus Lewsader
Distribution Operator I



Joewey Quetzal
SCADA OT Systems
Administrator



Noah Lelepali
Distribution Operator I

High Five

Aracelis Paul

I greatly appreciate Aracelis' insight, analysis, and assistance in the ColoradoScape Demonstration Garden bid review preparation including the tabulation of the 100+ items for the 5 submitted bids. The level of detail in reviewing the bids was astounding especially given the level of discrepancies.

Jeff Lehman

On Friday, Jeff took it upon himself to flush a fire hydrant in order to improve the water quality at Tank 14, while the rest of the staff was busy working on a line break. Through his efforts, Jeff helped maintain the water quality in the tank over the weekend.

STAFF RECOGNITION



WATER STAR AWARD

Michelle Strang, Raw Water Operator II



Michelle Strang was awarded the Water Star from Matt A., due to her astounding numbers in Cartegraph representing more than 4,000 hours of work. Though this is only a part of what she does in Operations keeping the whole water system up and running, he really appreciates how she is out in the field, despite the extremely hot or cold weather. Michele was at or near the top of the Cartegraph statistics with 1300 valve inspections, 330 hydrant inspections, and 1900 other tasks. Additionally, as her supervisor put it, she is “great” and “does a lot of stuff.”

High Five

**Malorie Gamble
Debbi Davenport
Jill Skelton
Kristin Harrison
Andrew Walkup
Jennifer Pomplun
Greg Swaney**

I just spoke with Bob McCaslin, a resident who has been trying to determine the cause of unusually high-water consumption at his property. He contacted me specifically to share how impressed he was with our staff, stating that this is “one of the best run operations” he has ever encountered. Over the past month, Mr. McCaslin worked with Malorie, Debbi, Jill, Kristin, Andrew, Jennifer and Greg to investigate the issue. After extensive leak detection and troubleshooting by Andrew and Greg failed to identify a cause, Greg removed and replaced the meter and sent it out for testing. The test revealed that the meter had an incorrect register installed by the manufacturer prior to being sent to us, causing it to over register consumption by more than double. Greg then worked with Jennifer to calculate and apply the appropriate credit for the overbilled water, and the customer service team worked with Mr. McCaslin to clearly explain what happened and how the credit was calculated. Monitoring in AMI has confirmed that the new meter is registering water consumption back to normal for Mr. McCaslin. Thank you all for providing exceptional customer service.

STAFF RECOGNITION



High Five

Rate Our Service

4.9

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

**Diane Maki
Rick Schultz**

Diane and Rick's customer service has been exceptional in 2025, and she received specific mentions in the customer service survey responses.

- *I really appreciate the communication that both Diane Maki and Rick Schultz provided me during our landscape design review.*

- *Diane has been really great to work with. The review process has been changing somewhat and Diane has been helpful.*

**Debbi Davenport
Malorie Gamble**

Debbi and Malorie have provided exceptional customer service in 2025 and received several specific mentions in the customer service survey.

- *Malorie and Debbi could not have been more helpful. You have two great customer service representatives.*

Jill Skelton

Jill has had exceptional customer service in 2025 and received several specific mentions in the customer service survey.

- *Jill was fantastic and so helpful. She did an amazing job explaining what was happening and likely saved me hundreds of dollars hiring a plumber. Excellent service. Thank you.*

- *Jill replied and cleared up confusion within an hour. It was helpful and efficient.*

Erin Sweeney

Erin has had exceptional customer service in 2025 and received several mentions in the customer service survey.

- *"Erin with the backflow program was extremely helpful and made sure everything I needed was answered super fast. This was the best experience I have had with a water district regarding backflows."*

WATER RESOURCES

WATER DEMAND

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

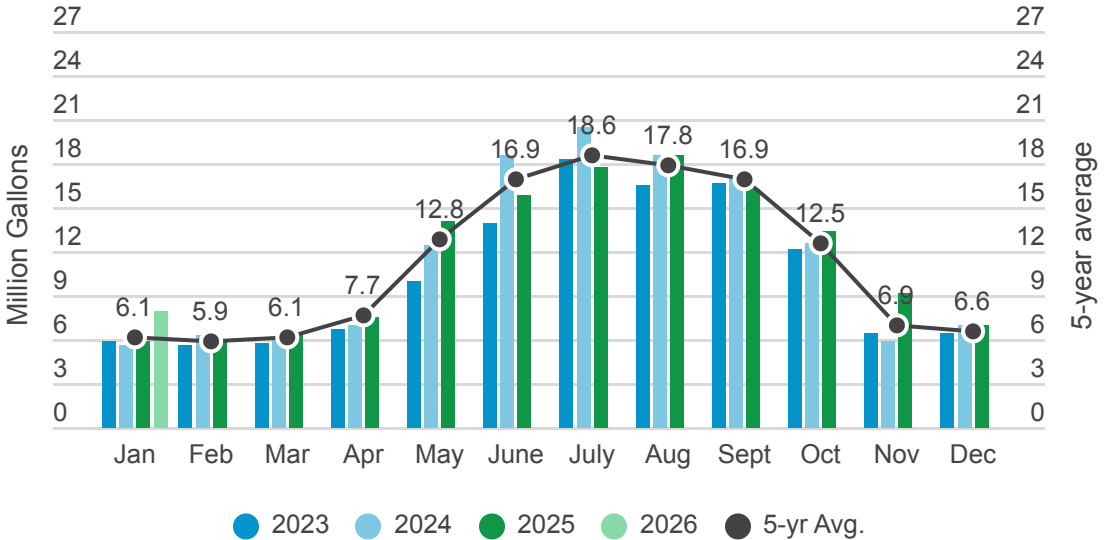
DAILY MAXIMUM DEMAND¹

- 7.9 million gallons/day (MGD)
- 5-year average: 6.1 MGD
- 29% higher than the 5-year average

MONTHLY DEMAND ¹

- The water demand total for January was 201.8 million gallons (MG) [619.2 acre-feet (AF)]
- 5% higher than the December 2025 total of 192 MG
- 22.6% increase from the previous year's January 2025 demand of 164.6 MG.

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



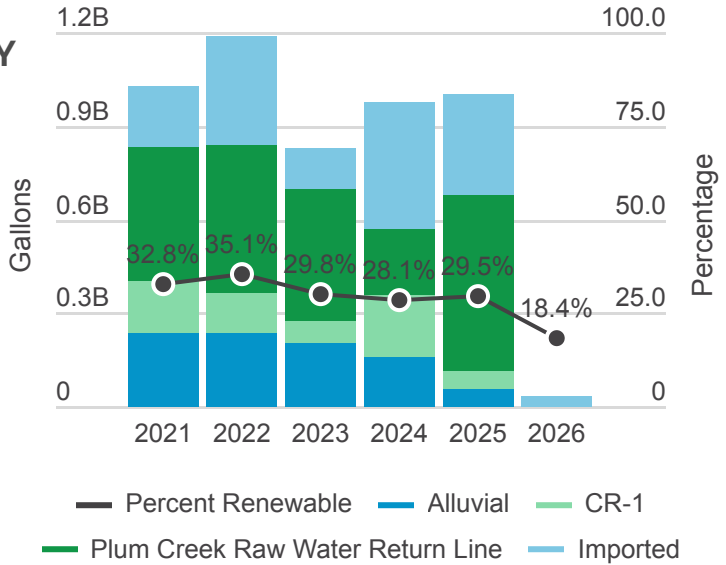
WATER RESOURCES

RENEWABLE SUPPLY

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

18.4%
JAN.

2065 goal: 100%



In total, renewable supplies accounted for 18.4% of the total water supply for the month (30.5 MG of 165.9 MG) and 18.4% of the annual water supply (30.5 MG of 165.9 MG)

- The CR-1 diversion produced an average of 0.0 MGD²
- The PC diversion produced an average of 1.2 MGD
- The 14 alluvial wells produced an average of 0.0 MGD²
- The renewable water production average was 0.98 MGD

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

REUSABLE SUPPLIES

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

0.6%
JAN

STORAGE

- Chatfield Reservoir: 1,456 AF
- Rueter-Hess Reservoir: 536 AF¹
- Castle Rock Reservoir No. 1 (CRR1): 0 AF
- Castle Rock Reservoir No. 2 (CRR2): 729 AF
- Walker Reservoir: 57 AF

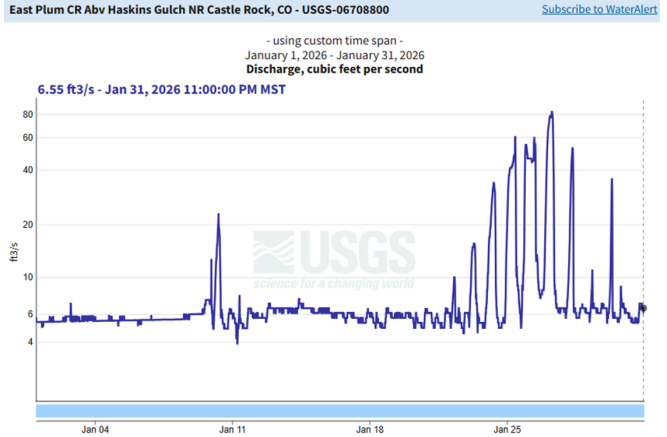
[1] Latest data from November 2025

WATER RESOURCES

EAST PLUM CREEK FLOWS

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

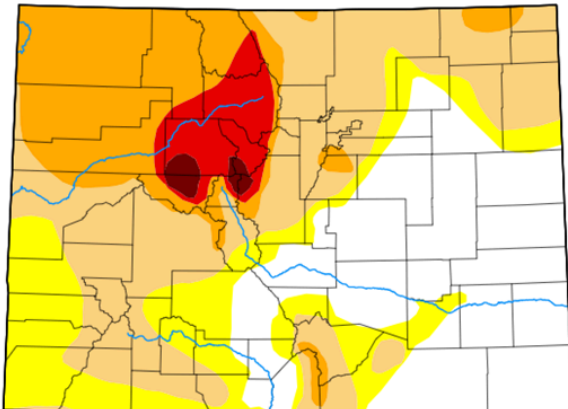
- Flows ranged from 3.8 to 82.3 cubic feet per second (cfs)
- The monthly average streamflow was 8.7 cfs
- The 25-year mean is 6.1 cfs



DROUGHT

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

Colorado



Map released: Thurs. January 29, 2026

Data valid: January 27, 2026 at 7 a.m. EST

Intensity

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

Authors

United States and Puerto Rico Author(s):

[Richard Tinker](#), NOAA/NWS/NCEP/CPC

Pacific Islands and Virgin Islands Author(s):

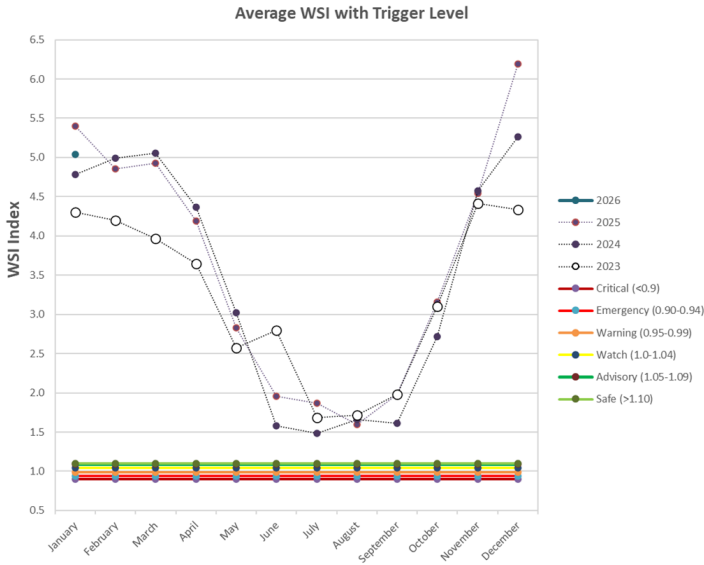
[Daniel Whitesel](#), National Drought Mitigation Center

WATER RESOURCES

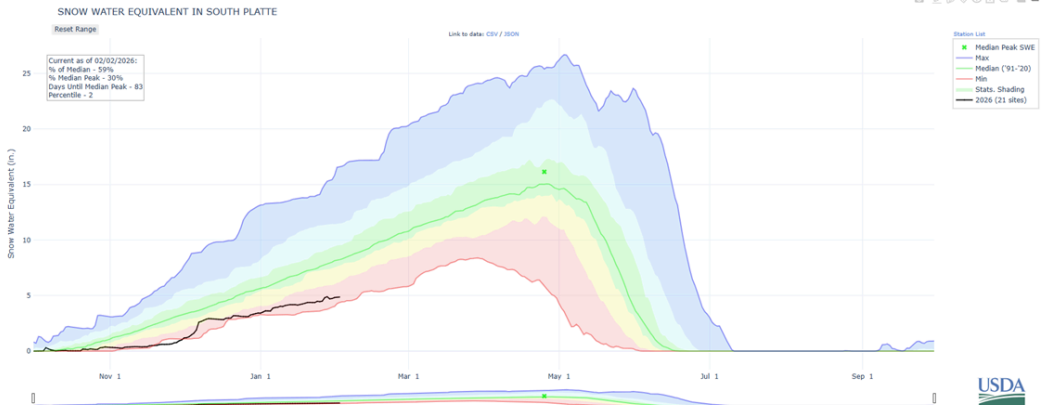
WATER SUPPLY INDEX

5.0
WSI

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



SOUTH PLATTE RIVER BASIN SNOW PACK



- Year-to-date precipitation at 71% of median
- Snow Water Equivalent (SWE) at 59% of median

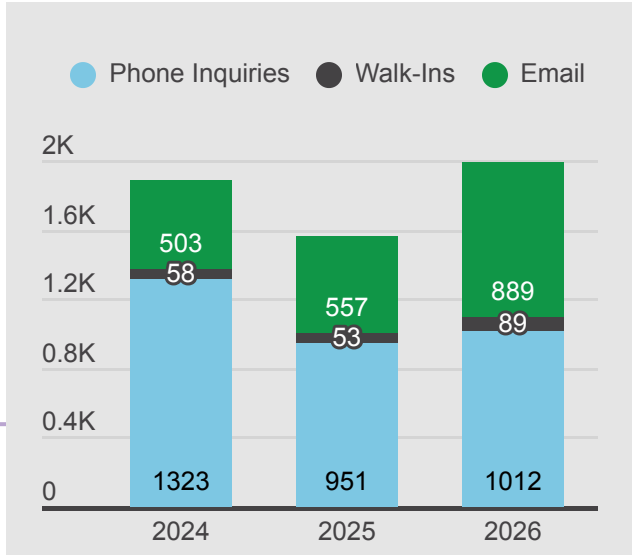


BUSINESS SOLUTIONS

CUSTOMER SERVICE

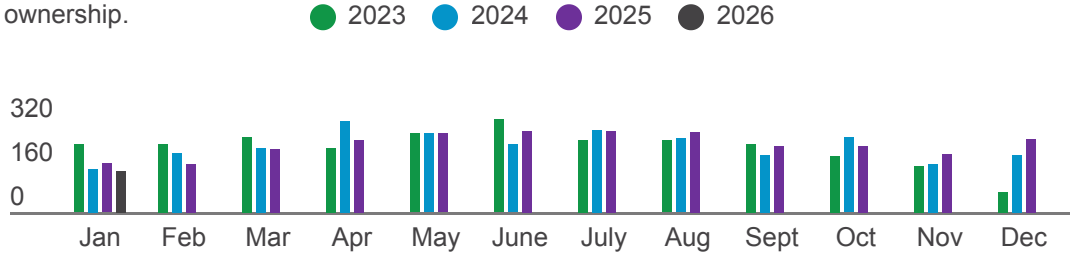
CUSTOMER ACCOUNTS
28,205

57% with an ONLINE ACCOUNT



TRANSFER OF SERVICE

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



CUSTOMER OUTREACH

OUTLET	POST	REACH		
Facebook	4 posts	21.9 k reach	85 engagements	14 shares
Instagram	1 post	764 impressions	4 engagements	5 shares
NextDoor	3 posts			
Customer email		14,939	66% open rate	
HOA email		126		
Maintenance email		15,784	70% open rate	

TOPICS
Chlorine Conversion
Water Maintenance

METER SERVICES

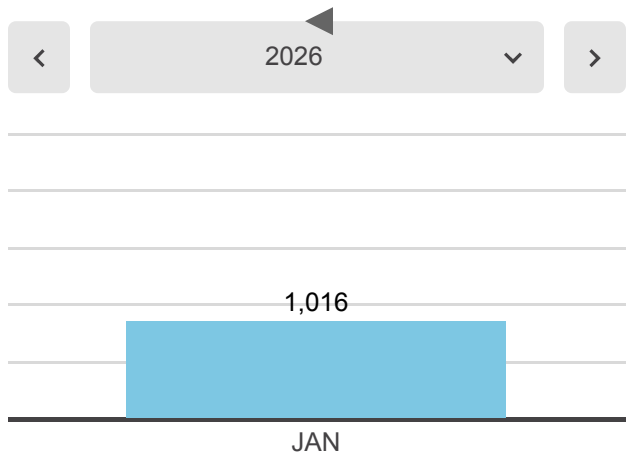
Skipped reads
0.11%
The AWWA standard is 2%, so we still continue to stay well below the industry average.

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

ALL SERVICE

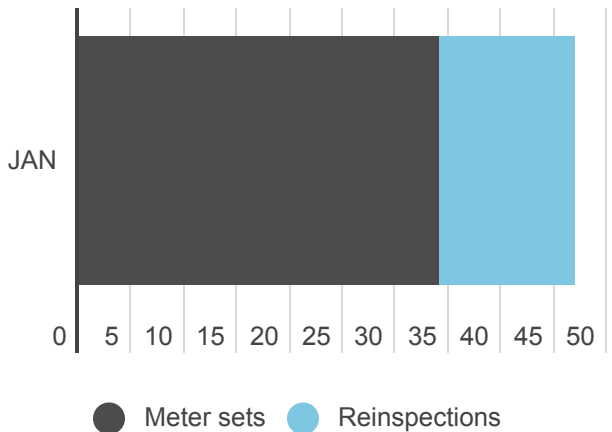
WORK ORDERS

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



METER SET INSPECTIONS

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



OPERATIONS

0 OUTAGES

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

0 PRESSURE

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

0 OVERFLOWS

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

SANITARY SEWER OVERFLOWS

AWWA Index: SSO rate/100 mi



4 LINE BREAKS

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

WATER SYSTEM INTEGRITY

AWWA Index: Leaks and breaks/100 mi



2,009
UTILITY LOCATES

S E W E R
1.35 mi LINES CLEANED
LINES INSPECTED **.57 mi**

OPERATIONS



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



There was a beam break on Moore Dr. on the 6" CIP water main. The on-call team completed the repair using a repair clamp, and no homeowners were affected.



The on-call team repaired a beam break on the 6" CIP water main on South St. A repair clamp was used to make the repair. There were 10 homes that had reduced pressure for approximately 1.5 hours.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 6. **File #:** ID 2026-021

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

2025 Service Contract Year-end Reports

Executive Summary

Each year, Town Council reviews requests from service organizations for funding their operations and/or community events and services. Per the Town's agreements with these entities, they must submit annual reports on their activities. This includes, but is not limited to, financial reporting information and achievements toward performance objectives as outlined during the annual application process.

The reports from the following organizations are attached.

Attachments

Attachment A: Year-end Report for Castle Rock Chamber of Commerce

Attachment B: Year-end Report for Castle Rock Downtown Development Authority

Attachment C: Year-end Report for Castle Rock Downtown Merchants Association

Attachment D: Year-end Report for Castle Rock Economic Development Council

Attachment E: Year-end Report for Castle Rock Historical Society/Museum

Attachment F: Year-end Report for Castle Rock Senior Center

Attachment G: Year-end Report for Douglas County Community Foundation

Attachment H: (pending) Year-end Report for Douglas County Housing Partnership

Attachment I: Year-end Report for Douglas County Youth Initiative



To: Mayor Jason Gray and Castle Rock Town Council
From: Lori Gerlits, President & CEO, Castle Rock Chamber
Date: February 12, 2026
Re: Castle Rock Chamber 2025 Year End Report

Mission: The Castle Rock Chamber cultivates a thriving business community through engagement, collaboration, and advocacy.

The scope of the Contract for Services with the Town of Castle Rock - the Chamber is responsible for coordinating the efforts of Business Support Services and Workforce programming, Community Marketing and Tourism efforts, and Signature events for the Castle Rock community.

I. BUSINESS ASSISTANCE PROGRAMING

eXcelerate Business Professional Development continues to foster entrepreneurial activity by providing the essential information, infrastructure and resources required for successful business development and growth. The Chamber offers services and information at no cost to both start-ups and established businesses. We strategize and plan relevant training events, workshops, and other programs to educate and equip business owners, executives, managers, and their employees.

Other Chamber programs support community education, engagement, business support, advocacy and connectivity include Women of Influence; NextGen (for Young Professionals); Quarterly luncheon series with notable speakers and panelists such as the Mayor, Police & Fire Chief; Business Unwinds (increasing frequency from quarterly to monthly); and more. Leads Groups are also a valuable part of community connectivity supporting local businesses with B2B referrals to strengthen the viability of Castle Rock businesses.

MEASURABLE OUTCOMES of Business Assistance Programing:

- Professional Development training and major speaker events for business owners and their employees: four (4) events have been held YTD, over 255 attendees. Topics/Presentations included Protecting Your Business & Personal Data; Budget/Money Management Made Simple; Social Media for Business; Fundraising for Nonprofits; Enhancing Communications at Work and HR Guidance; Creating High Impact Websites; QuickBooks Bootcamp; Health & Wellbeing.
- One-on-one business consulting – We collaborate with the Douglas County Library and the Small Business Development Center (SBDC) to provide appropriate services, recommendations, business counseling and mentoring. We also connect B2B our members with referrals appropriate for the workplace and local resources.

- Other Chamber programs that support education, engagement, networking and connectivity resulted in an additional 64 programs/events supporting local businesses and community connectivity.

Workforce Readiness | Talent Pipeline DC focuses on workforce readiness efforts, which is a multi-industry led program and serves to champion a stronger Castle Rock through collaborative partnerships between business, government, and education partners. Together, we foster a pro-business environment supporting strong workforce and talent pipelines for the success and sustainability of our local businesses. We work on a collaborative conversation regarding the workforce needs of our businesses and the opportunities to support educators, students, and families for a strong talent readiness pipeline into the future.

MEASURABLE OUTCOMES of Talent Pipeline Douglas County:

- We led a successful and growing **Tours for Teachers program** through calendar year with six four full day programs. Nearly 82 educators participated. This program is designed for educators to gain a better understanding of the current and future workforce needs and trends within the local economy. The program was/is hosted at local employer locations and includes assignments and exploration for participants, exclusive to the Douglas County School District (DCSD) and with growth of the program. The schedule follows the Colorado Career Cluster Model utilized by DCSD CTE programs.
- The Chamber continues to partner with A/D Works! and the DCSD on virtual and in-person **Job Fairs** located at ACC Sturm Campus and DCSD Legacy Campus.
- The Chamber continues to host the premier Castle Rock Job Board promoting businesses' open staffing positions as a free service to support workforce recruitment in our local entities and organizations.

Leadership Douglas County (LDC) continues to inspire participants in the work they do; strengthen them and the organizations they serve; and facilitate a heightened sense of community connection to encourage individuals to take positions of civic and organizational leadership in the community. We coordinate educational and experiential full day sessions developing existing executives, leaders, and program participants for the betterment of our community.

MEASURABLE OUTCOMES of Leadership Douglas County:

- Participants continue the success of the program by shaping the experiential days for the 2025/2026 class. 24 are enrolled in the current class.
- Past participants and other community leaders realize the impact of the program by providing letters of reference for their staff/employees to continue support of the program and applicant acceptance. 493 community leaders have graduated from LDC to date.
- Participants must live or work in Douglas County, and majority (over 50%) are from Castle Rock. Diversity across our County strengthens culture and collaboration in our region.

II. SPECIAL EVENTS & TOURISM PROJECTS

Community Event Management

Community character, safety, and events continue to be a driving force for why our business owners and residents love Castle Rock. Community events celebrate our hometown atmosphere. The Chamber takes pride in leading several of the community signature events with the partnership

of the Town, CR Police Department, CR Fire Department, Downtown Alliance, Parks, and volunteer staffing. The Chamber continues to work towards improvement and increased quality providing family-oriented entertainment, capturing data, and evaluating return on these events.

The Chamber's Contract of Service with the Town includes organizing, promoting, and implementation of the Douglas County Fair Parade (July 26), Colorado Artfest (September 6 & 7) and Starlighting (November 22).

Douglas County Fair Parade (July 26th) kicks off the Douglas County Fair and Rodeo annually. The Fair Parade exemplifies old-fashioned, hometown charm showcasing Castle Rock businesses, 4-H, veterans, high school marching bands, rodeo queens and dignitaries, and our first responders. Our goal is to feature our hometown ranching heritage and highlight our business community.

MEASURABLE OUTCOMES for the DC Fair Parade:

This year, we had 103 parade entries and nearly 18,000 estimated in attendance – a growth from just under 14,000 in 2024, three entries were unable to participate at last minute. We welcomed 25 volunteers, 6 volunteer judges, 2 winners, two emcees, and six Chamber staff. Preliminary reports show the Chamber website saw an increase in users from June to July and the Fair Parade page accounted for 47% of users in July. The Chamber website was driving brand awareness for the Parade and community through multiple search engines and AI.

Castle Rock Artfest (September 6–7, 2025) was a two-day celebration of fine art held annually in downtown Castle Rock. The festival showcases exceptional artistic talent from across the country while transforming Festival Park and Perry Street into a vibrant outdoor gallery. In 2025, we featured 120 juried artists from across the U.S. presenting works ranging from sculpture and painting to jewelry, ceramics, mixed media, and photography. The event also included live main-stage entertainment, food vendors, and an interactive Kids Zone designed to inspire creativity in our youth. Castle Rock Artfest reflects the community's strong commitment to arts and culture while supporting economic vitality in our downtown district.

MEASURABLE OUTCOMES for the 2025 Castle Rock Artfest:

This year's event showcased 120 artists nationwide, reinforcing the festival's reputation as a premier regional fine art event. We engaged 56 volunteers who supported event logistics, artist services, and guest engagement through the weekend. Attendees enjoyed offerings from 3 food trucks and performances from 7 live entertainment groups, creating a dynamic festival.

We recognized artistic excellence by honoring 35 award winners, further elevating the prestige and credibility of the show. Additionally, we saw a record number of children participate in hands-on art projects in the Kids Zone, demonstrating strong family engagement and fulfilling our mission to cultivate the next generation of artists and art enthusiasts.

Castle Rock Starlighting is a cherished annual tradition that officially ushers in the holiday season in downtown Castle Rock each November. Established by the Castle Rock Chamber of Commerce in 1962, the event centers on the ceremonial lighting of the star atop the Rock—an iconic symbol first illuminated in 1936. The celebration transforms downtown into a festive holiday destination, featuring live entertainment on multiple stages, carolers and performers throughout the streets, seasonal food and beverage vendors, nonprofit and sponsor booths, family-friendly activities, and visits with Santa Claus.

The evening culminates with the lighting of the star followed by a fireworks display, creating a signature community gathering that reflects Castle Rock’s strong hometown spirit and tradition.

MEASURABLE OUTCOMES for the 2025 Castle Rock Starlighting:

The event welcomed just under 49,000 visitors to Downtown Castle Rock, demonstrating its continued growth and regional draw as one of the community’s largest annual gatherings. The celebration featured participation from 73 nonprofit organizations and 74 business sponsors, highlighting strong community partnerships and providing significant visibility opportunities for Chamber members and local organizations.

A total of 102 volunteers supported event logistics, hospitality, and guest service the evening. Attendees enjoyed performances from 22 entertainment groups positioned throughout the event footprint, reinforcing the festive atmosphere and providing continuous engagement.

Castle Rock Starlighting continues to drive substantial foot traffic to the downtown district, strengthen nonprofit fundraising opportunities, elevate sponsor visibility, and reinforce the Chamber’s role as a convener of large-scale, high-impact community events.

III. COMMUNITY MARKETING AND SOCIAL MEDIA PROMOTION

To facilitate impactful community marketing, the Castle Rock Chamber continues to manage the VisitCastleRock.org website and Community Events Calendar with ongoing content. It’s our intent to create wonderful experiences to encourage a live, work, shop, play and stay environment. This site is visually engaging and interactive for residents and visitors, and allows local businesses, non-profit organizations, vendors, and event planners to submit their events to the Castle Rock community calendar – keeping our residents connected and give them a sense of community.

In 2025, the Chamber continues to refresh the site VisitCastleRock.org. Cross marketing efforts continue with our community partners – the Town of Castle Rock, Downtown Alliance and Douglas County, with the goal to expand our communities’ events exposure and leverage collaboration.

The annual Castle Rock Livability magazine will be available in print and also digitally available on the CRC website and search engine results online. Livability showcases Castle Rock’s strengths through photography and professionally written stories of Castle Rock’s community character.

The Chamber boasts superior customer service welcoming tenured and new residents, those considering relocation, and visitors to the community with friendly assistance. The **Castle Rock Visitor Center**, housed in the Chamber’s offices, acts as the Town’s one-stop-shop for all things Castle Rock offering a welcoming and helpful face always ready to assist. We also provide Livability Community Guides, resources, and recommendations for goods, services, and hospitality in Town.

MEASURABLE OUTCOMES of Community Marketing

Our efforts to maintain our resident/community following and to emerge throughout the community as the source for community information and events will continue as a top priority. Social media is a key part of digital marketing and metrics in addition to the websites noted as well to promote those websites for more details.

- Community Events Mailer (spring edition and fall edition), collaboration with Town of Castle Rock, Downtown Alliance, and Douglas County, were mailed to all Castle Rock residents promoting upcoming events and activities.
- VisitCastleRock.org page views up year of year with 9% new users attracted since 2024. The site also realized more than 100% increase in view YOY after the redesign in 2024.
- The Chamber continues to increase the number of email campaigns to over 9,400 subscribers (from 8,500 in 2024) and includes links to Town and DMA events with an open rate on Tuesday averaging nearly 65%, and 40%+ openings on Thursdays. We also disseminate information for our Town/County News, Legislative/Under the Dome updates, latest business resources and news, Member Happenings and Community Resources for our business and community resources.
- Chamber Social Media. The Chamber utilizes Facebook, Instagram, YouTube, LinkedIn for social media platforms promoting Chamber and Visit Castle Rock offerings. Facebook averages over 40,000 views per month currently with an increase of nearly 250 followers YOY. Instagram has increased reach averaging 5,000 views or more per month and steadily increasing as we (the Chamber) works to increase the weekly number of posts to promote our community, events, opportunities, and local businesses. LinkedIn has also recognize an increase of followers consistently YOY just under 10%.
- The Chamber website and VisitCastleRock.org has an average session time of 2 minutes 22 seconds for users, and we had 65,000 new viewers this past year. The national average session time for business organizations is typically 52 to 54 seconds, showing that our users spend more time discovering information about our community, events, and activities.

DOWNTOWN DEVELOPMENT

2025 DDA ANNUAL REPORT



The View at Castle Rock - 610 Jerry St.

241,870 SF. This 6 story mixed-use building includes 218 for-rent apartments, 14,300 SF of office space and 5,000 SF of retail space. The project includes 100 public parking spaces of the 429 total parking spaces in the building.

DDA Project - Completed in 2025



City Hotel - 415 Perry St.

22,000 SF. This project seeks to preserve the oldest building in Castle Rock and construct a 33 room boutique hotel on the same site. The project will include a lounge in the historic building, a rooftop bar in the new building and first floor commercial.

DDA Project - RDA Approved by Town Council in 2025, Extended to May 2026

Castle Rock Museum

514 Perry St.

DDA Facade Grant - Completed in 2025



Scileppis At The Old Stone Church - 210 3rd St.

This adaptive re-use project added a 4,000 SF addition to one of the oldest buildings in Castle Rock. The construction included a kitchen, pizzeria & patio space, as well as a 2,500 SF basement.

DDA Enhancement Grant - Completed in 2025

Reyn Rock Plaza Senior Housing

403 Perry St.

DDA Facade Grant - Construction in progress in 2025

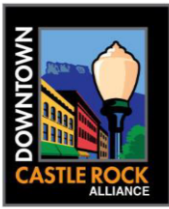
Bien Y Tu Mexican Restaurant

421 Wilcox St.

DDA Facade Grant - Completed in 2025

New businesses opened in 2025, listed in the Annual Report narrative.





Castle Rock Downtown Alliance

A partnership between the Downtown Development Authority and Downtown Merchants Association

Downtown Development Authority Annual Report to Town Council 2025

Background

The Castle Rock Downtown Alliance is a partnership between the Downtown Merchants Association and Downtown Development Authority. This partnership unifies the Downtown organizations under one roof. The two organizations share one office and one staff helping to further the collective vision of a vibrant and prosperous Downtown.

The **Downtown Development Authority (DDA)** is a governmental entity that functions as an extension of the Town guided by a seven-member board that is appointed by Town Council. The DDA is charged with furthering development and place-making in Downtown Castle Rock using Tax Increment Financing (TIF) and is guided by a Plan of Development. The Plan of Development provides guidance from Town Council on the mission of the DDA and encourages the DDA to pursue “development projects” as defined in statute which include everything from beautification projects, to efforts to increase commerce to actual physical development projects which impact the experience in Downtown Castle Rock in a positive way.

Report

Throughout 2025, Downtown Castle Rock continued to experience strong event attendance and healthy foot traffic, particularly during peak seasons. However, anecdotal feedback from business owners indicates that small businesses are facing challenges tied to inflation, tariffs, and a slowing in consumer spending. Many reported uncertainty about the local economy and noted that consumer behavior has become more selective—shoppers and diners are increasingly particular about when and how often they visit. External factors such as weather continue to influence spending patterns.

Despite these headwinds, demand for visiting Downtown Castle Rock remains evident, as foot traffic in the core stayed robust during summer and holiday periods. Still, several businesses reported slower year-over-year performance during mid-summer and into the fall, reinforcing concerns about a cautious consumer mindset.

The pipeline for new businesses and projects slowed compared to prior years, yet notable additions and developments occurred throughout 2025. These include:

- Lala’s Coffee & Boba
- Castle Toys
- Home Grown Tap & Dough
- The View Redev. Project
- Wide Awake (Restaurant)
- Playa Bowls
- Sip Tea
- Teaology Tea Café
- Niche & Co. (Home Goods)
- The Par Club (Golf Simulator)
- Scileppi’s Expansion Project
- Bien Y Tu (Restaurant)
- Petals and Pop (Craft Soda & Sweets)
- Keller Williams New Office
- Michoacan a Pedir de Boca (Mexican Ice Cream Shop)
- City Hotel Redev. Project (RDA Approved)
- Goldie Links
- Persephone Candles
- Buff City Soap

The Castle Rock DDA was excited to host a group of people from Rawlins, Wyoming who traveled to Downtown Castle Rock for a tour and to learn more about some of the great things that have been accomplished. DDA Staff also received an inquiry from the Town of Parker expressing interest in learning more about Downtown Castle Rock. Staff is proud to receive recognition from other communities and also views these interactions as opportunities to learn.

Downtown Projects and Programs

The following section of this report provides information on DDA projects and programs.

Façade Improvement Program

Background: The Façade Improvement Program is designed to enhance the environment and public experience in Downtown Castle Rock by supporting investment in the façades of Downtown buildings and properties. The DDA actively encourages private sector partners to utilize this program when considering renovations of their properties. While the Town Code does not require that façades in Downtown Castle Rock have a specific appearance, the DDA Façade Improvement Program encourages attractive façades that complement historic architecture, improve curb appeal, and enhance the overall appearance of Downtown.

This program was established in 2010 and has been adjusted over the years based on what the DDA Board hoped to encourage at the time and on the type of projects being presented. In each adjustment, the DDA board weighed new language being added to the program's guidelines with the overall intent and purpose of the program.

In 2025, the DDA did not receive any new applications for façade grants; however, there have been several inquiries about the program, and it is anticipated that the DDA will receive applications in early 2026. Two previously approved grants were completed and funded in 2025, and one grant approved in 2024 is in the process of completing improvements.

- **Castle Café/Bien Y Tu Patio:** In June of 2022, the DDA approved a façade grant application for the historic Castle Café located at 403 Wilcox Street. The application included the design and construction of a new patio directly adjacent to 217 4th Street on the west side of the restaurant to provide space for customers for a new restaurant concept, Bien Y Tu. The new patio features an outdoor fireplace, lounge area, and hanging chairs along with table seating for 30 guests. Materials used include stucco, stonework, pavers, entry and exit doors along with a wooden pergola. Once construction began, flaws in the west facing exterior wall were discovered requiring the vines to be pulled back. With the exposed concrete block wall, the property owner opted to treat the wall with a large mural to complement the patio. Although not part of the façade grant, the mural is a nice complement to the patio. Construction on the patio concluded in early 2025, and the DDA Board approved the payment of the grant at the May board meeting.
- **Castle Rock Museum:** In July of 2024, a façade grant application was received for the Castle Rock Museum which is located at 420 Elbert Street. The Museum is located in the original Denver & Rio Grande Railroad Depot, which was constructed in 1875 and originally stood next to the railroad tracks at 3rd and Perry Streets. To honor the 150th anniversary of the building, which was celebrated on September 6th, leadership chose to pursue much needed updates to the façade. Those updates included repairing the damage of the exterior eaves and brackets, selective beadboard replacement, and the repainting of the exterior. Materials used are consistent with requirements in place for updating historic properties, specifically beadboard

and latex vs. oil paint. The work on the property concluded in late 2024, and the request to make payment on the grant was approved by the DDA Board in February 2025.

- **Reyn Rock Senior Apartments:** In October of 2024, the DDA received a façade grant application for the property located at 403 Perry Street (known as the Reyn Rock Senior Apartments) which is owned by the Douglas County Housing Partnership. The building provides 33 units for low-income seniors that are 62 and older or disabled seniors 55 and over. The updates to the façade include prep and paint of the exterior of the building using acrylic latex paint for stucco and urethane enamel paint for all metal surfaces. The updated color complements the neighboring buildings. Proposed plans also include a beautiful new awning to frame the front entrance off Perry Street and a pergola on the back patio. The updates also include two GFCI electrical outlets and replacing the light on the flagpole. The DDA Board approved this grant at the November 2024 board meeting. By November 2025 the painting of the exterior was completed and the GFCI outlets were installed which allowed for additional holiday lights to be strung on 4th Street. Currently, the construction of the awning and pergola are going through the approval process with the Town of Castle Rock.

Micro Façade Grant Program

Background: The DDA also offers a Micro Façade Grant Program that provides a reimbursement award of up to \$1,000 for small businesses. The Micro Grant Program was designed to provide a streamlined process for smaller improvements. For example, the program may eliminate more complex application requirements such as elevations/renderings, Design Review Board approval, etc., depending on the scope of the desired work.

No Micro Façade Grant Applications were received in 2025.

Downtown Enhancement Grant Program

Background: The Downtown Enhancement Grant Program, which was launched in 2022, is designed to enhance the environment and public experience in Downtown Castle Rock by encouraging and supporting investment in small scale development projects including façade improvements, expansions, additions, alleyway investments, and adaptive reuse projects. Often smaller scale developments contribute to the preservation of character and history with the reuse and/or expansion of buildings, and this program is designed to encourage these types of investments.

To date, one project has been funded under the Enhancement Grant Program. An update on that project is included below:

- **Scileppi's at the Old Stone Church:** In December of 2022, an Enhancement Grant Application was received for a project proposed at Scileppi's at the Old Stone Church located at 210 Third Street. This project consists of a 4,000 SF addition to the east side of the existing restaurant that includes a new kitchen and pizzeria as well as a 2,500 SF basement. The expansion includes an additional outdoor patio for dining which is a highlight of the property. New masonry, ornamental metal, and wood details on the façade now complement the historic stone church. The DDA Board unanimously supported the project and approved a grant of up to \$50,000 to be paid upon completion of the project. Construction on the project broke ground in late 2023 and was completed in April of 2025. During the May 2025 Board Meeting, the board reviewed the documents that were submitted upon the completion of the project and approved the funding of the first Enhancement Grant in DDA history. This expansion of the restaurant and outdoor patio created space for an additional 60 seats. With the immediate success of this expansion,

ownership is currently under construction with phase 2 on the west side of the property. This historic property will certainly serve a new generation of guests for many years to come.

Flowerbox Program

Background: The DDA Flowerbox Program aims to add to the sense of small-town charm and enhance the look and feel of the Downtown streetscape. Efforts such as this have been shown to have an impact on business success and economic activity. This program does not use any Town General Fund tax dollars and is paid for through DDA funds, private businesses, and property owners. The DDA coordinates the pickup and delivery of all flower boxes with Town Staff.

In 2025, the DDA partnered with Tagawa Gardens for the planting of all flower boxes. During the summer months a total of 171 boxes were placed around 37 businesses including 12 Downtown patios. During the fall and holiday seasons the flower boxes around the patios, which remain in place year-round, were adorned with seasonal fall foliage and faux garland giving Downtown additional color and vibrancy during the cooler months. A watering service is also offered to businesses participating in this program. In 2025, a total of 27 businesses opted into the service which provides watering 6 days per week. This program continues to receive many compliments from visitors to Downtown as well as business owners. It is anticipated that additional boxes will be constructed to accommodate the growing level of interest.

Parking

Background: The Parking Committee meets quarterly to discuss the management, maintenance, and operations of downtown parking including community policing, parking sign policiess as well as use and allocation of parking spaces. The committee makes strategic decisions to create a positive experience for Downtown customers and facilitate a healthy business climate.

Policies, discussions, and changes enacted in 2025 include:

- Parking RFP for 2025 Drafted and Posted / Interviewed Consultants / Selected Fehr & Peers
- ADA Spaces in front of Scileppi's Discussed and Decision Made (1 space in front / 1 cater-corner)
- Patio Space in Front of Scileppi's Approved
- Bump out on 3rd Street Removed and 4 new spaces added – led by Public Works
- Curb Realignment installed on Jerry Street and 9 new spaces added – led by Public Works

An effort was undertaken by the DDA and Town Staff to quantify parking additions in Downtown Castle Rock, and a summary of those efforts is included below. Many of the locations listed below represent the “low-hanging fruit” locations where spaces have been added for minimal cost. These “low-hanging fruit” locations are places that should be pursued before a larger more costly investment is made. Improvements made in 2025 added 116 new spaces and in 2024 added 377 spaces. The improvements of the last 2 years are underlined in the list below:

- Improvements to Parking Over Time = **+980 spaces**
 - *Encore Redevelopment & Parking Garage: **+308 spaces, +11 spaces on street***
 - Purchased 308 spaces for ~\$10,000,000 – Added 11 parallel spaces on street in 2021.
 - *Douglas County School District: **+55 spaces***
 - Leased half of the DCSD lot for public in 2023 with signage installed in 2024.
 - *7th Street – North of Douglas County School District: **+5 spaces***

- Restriped several spaces in 2024.
- **The Move Redevelopment: +25 spaces**
 - Leased spaces with the redevelopment for public use.
 - Increased to 72 spaces in 2024 for evening and weekend. Previously there were 47 spaces.
- **Festival Park: +17 spaces**
 - Vacated Turn Lane – Parallel Moved to Angled on Wilcox and Perry St. (2018).
- **Wilcox Street (across from Encore): +1 space**
 - Moved Fire Hydrant (2021).
- **The View Redevelopment: +100 spaces in garage, +11 spaces on street**
 - Purchased 100 spaces for \$3,000,000, moved parallel spaces to angled to create an additional 11 spaces on street. Completed in 2025.
- **Douglas County Parking Garage (3rd & Jerry St.): +187 spaces**
 - Evenings and Weekends added in 2024.
 - Existing 79 spaces purchased by Town ('07) for ~\$1,400,000.
- **Douglas County Off Street Surface lot (3rd & Elbert): +90 spaces**
 - Evenings and Weekends added in 2024.
- **3rd and Elbert: +14 spaces**
 - A bump out was removed on the north side of 3rd Street and 5 spaces were added in 2025.
 - Curb improvements and reconstructed sidewalk added 9 spaces in 2025.
- **4th and Elbert: +1 space**
 - A small bumpout was removed, new asphalt poured. 1 space in 2025.
- **Philip and Jerry Miller Library: +85 spaces**
 - New parking lot includes 218 spaces – Previously was 133 spaces.
 - Added in 2023.
- **Douglas County Wilcox Building: +65 spaces**
 - Evenings and Weekends added in 2024.
- **7th and Perry Street (Iron Mule Parking Lot) +5 spaces**
 - Restriped and poured asphalt to add 5 spaces in 2024.
 - These spaces were added for a total cost of \$21,500 (less than \$4,300/space).

Patio Program

Background: Before the DDA was created, the Town, in partnership with several interested business owners, brought in Walkable Communities Inc. to evaluate Downtown Castle Rock. This organization provided guidance to the group on building a thriving downtown which was built on years of research and studies conducted by Walkable Communities Inc. One of the recommendations from this exercise was to invest in the infrastructure of wider sidewalks to encourage pedestrian activity with street-side patios. Using this research, the DDA designed a way to construct temporary street-side patios, often in parking spaces, similar to those utilized by other neighboring communities.

This now long-standing program has continued to have great success in Downtown Castle Rock. The program allows restaurants to utilize sidewalk and street space for additional dining options increasing the pedestrian activity and vibrancy. Following the COVID-19 pandemic, modifications were made to the

program to allow for the temporary outdoor patios to remain in place year-round, and encroachment agreements as well as liquor licensing now automatically renew.

This program has evolved over the years and requires a collective effort from many DDA partner organizations to achieve the goal of increasing pedestrian activity around dining establishments. Restaurant owners have shared that even if patio space is not full, a brightly-colored umbrella is a great marketing tool that indicates a place to dine. In many cases, a summer visitor to Castle Rock may spend the majority of their time in Castle Rock on a Downtown patio, and their impression of the health of Downtown Castle Rock will, in part, be based on this experience. Investment in a patio space is a small part of being a world-class community and contributes to the experience of visitors and the strength of the local economy.

In an effort to gauge the influence and popularity of outdoor dining in Downtown, staff began tracking the addition of private outdoor dining options in Downtown several years ago, and the increase has been outstanding. A list of the patios that the DDA has supported is included below, and the patios updated or added in 2025 are underlined:

Angie's (major DDA upgrade in '23)	Homegrown Tap & Dough (Riverwalk Luxe RDA '24 <u>opened in '25</u>)
B&B Café (major DDA upgrade in '22)	Iron Mule (ACME Water Tower redevelopment '15)
B's Craft Deli (Encore RDA '21)	Lost Coffee (DDA Patio '15 – DDA Façade Grant '17)
Bearded Man (DDA Façade Grant '22)	Provision (DDA Patio '22)
Bien Y Tu (fka Next Door Bar - Façade Grant '24)	Scileppi's (DDA Patio '20, <u>Enh. Grant & patio upgrade in '25</u>)
Block and Bottle (Encore RDA '21)	Snarf's Sandwich Shop (adaptive reuse '23)
Castle Café (major DDA upgrade in '22)	The Office (Mercantile Commons RDA '16)
Castle Rock Collective (new coffee shop patio '21)	Union Bistro (DDA Façade Grant '16)
Castle Rock Nutrition (DDA Patio '24)	Vista Vino
Courtyard Social (new restaurant '23)	Wide Awake Eatery (fka Tribe - Riverwalk RDA '19)
Crowfoot Valley Coffee (DDA Patio '10, Faç. Grant '24)	Wild Blue Yonder (adaptive reuse '18)
Dos Santos (Encore RDA '21)	Z'Abbracci's (major DDA upgrade in '22)
Ecclesia (DDA Façade Grant '18)	*RDA = Redevelopment Agreement
Glacier Ice Cream (Riverwalk RDA '19)	
Great Divide Brewery & Roadhouse (Riverwalk RDA '19)	

In the summer of 2025, following the completion of the expansion at Scileppi's at the Old Stone Church, a new DDA patio was installed on 3rd Street. The patio is constructed of concrete pavers and surrounded by brightly colored flower boxes.

At the end of the 2025, Homegrown Tap and Dough opened to the public with a new patio on 3rd Street.

Roughly 10 years ago, only about a fifth of these patio options existed and many of the restaurants and the actual restaurant space did not exist.

Public Investment Infrastructure

Castle Rock benefits from having a DDA in many ways. While having a set of staff and the financial tools to accomplish the many projects listed above, having a DDA and Statutorily authorized Special Fund that is funded from new revenue generated from Downtown, can provide relief to the Town General Fund on Downtown public investments. This frees up Town funds to be deployed to other priorities in Castle Rock. In recent years, the DDA has approved the use of funds from the DDA's Statutorily authorized Downtown Special Fund to support the following list of projects, and the projects completed in 2025 are underlined:

- **Roundabout at Wilcox and South Street:**
In April of 2021, the DDA board voted to pay up to \$750,000 from the Downtown Special Fund for the roundabout at South and Wilcox Street.
- **Parking Spaces added at 7th and Perry Street (Iron Mule Parking Lot):**
The DDA paid \$21,500 to remove overgrown, unsightly vegetation and install asphalt to add 5 parking spaces in the dirt area adjacent to the existing parking lot at 7th and Perry Street.
- **DDA Support of Police, Fire, and Parks Staff at Downtown Events:**
In December of 2021, the DDA Board voted to use up to \$50,000 to support Police, Fire, and Parks services at events in Downtown Castle Rock annually.
- **Streetscape Palette Plan:**
In April of 2021, the DDA board voted to pay up to \$15,000 from the Downtown Special Fund for a Streetscape Palette for Downtown Castle Rock to guide future decisions about streetscape materials.
- **Town ROW Streetscape Improvements (2025):**
In June of 2025, the DDA paid \$40,000 from Operating and \$40,000 from the Downtown Special Fund to install high-quality streetscape on the 300 block of Wilcox Street in front of the Douglas County Wilcox Building. This investment was a top recommendation from the 2021 Streetscape Palette Plan. This work was also completed in time for celebration of Americas 250th Anniversary and Colorado's 150th Anniversary (Sesqui semiquin centennial). Uniquely, the County Lawn adjacent to this ROW was planted in celebration of the Bicentennial in 1976.
- **Maintenance at the Encore Parking Garage:**
In December of 2021, the DDA Board voted to approve using up to \$150,000 for Encore Garage Maintenance from the Downtown Special Fund annually.
- **Quiet Zone:**
In April of 2022, the DDA Board voted to pay up to \$900,000 out the Downtown Special Fund to implement a Train Horn Quiet Zone at the 3 crossings in Downtown Castle Rock. Construction of the 4-quadrant gate system began at the beginning of 2024 and was completed by the end of 2024.
- **Bump Outs at 4th and Jerry Street:**
In May of 2023, the DDA Board voted to contribute up to \$56,000 (\$29,000 for patio / \$27,000 for upgraded hardscape treatment) for bump out traffic improvements proposed by Public Works at 4th and Jerry Street. This work replaced the DDA patio in front of Angie's Café with a permanent concrete patio, and all bump outs installed at the intersection were upgraded to follow the signature brick/paver inlay treatment recommended in the Downtown Streetscape Palette.
- **Douglas County School District Parking Partnership:**
In May of 2023, the DDA Board voted to support a partnership between the Town of Castle Rock and Douglas County School District (DCSD) to allow the Town to lease 55 public parking spaces from DCSD for public parking, and to support potential valet parking with the proposed City

Hotel project. The Downtown Special Fund is planned to pay for the lease to DCSD at a price of \$50 per month per space for an annual payment of \$33,000 and additional costs for maintenance, and the City Hotel is expected to pay their portion of the use of parking spaces for valet.

- Electrical Infrastructure on 4th Street (2025):
Fourth Street has historically lacked holiday lights due to lack of electrical infrastructure. The DDA has received feedback from the community and Town Council expressing this concern. The DDA paid (out of operating fund) to have electrical infrastructure added on 4th Street near the alley and also partnered with Douglas County Housing Partnership to have electrical infrastructure added at the entrance of the Reyn Rock Building.

Downtown Engagement

Background: The Downtown Alliance often acts as the ‘voice of Downtown’. Staff spends time meeting one-on-one with Downtown businesses, property owners, and residents to provide information about what is going on in Downtown and collect feedback. These efforts assist Town Staff in handling inquiries and feedback related to Downtown and help to disseminate important information to the community. These meetings are often used for things like snow and ice mitigation, Town Right of Way concerns, parking improvements, public and private sector construction awareness, etc., and other discussions that help the Town be effective and help businesses in the maintenance of an overall positive business climate.

Staff also shares information on Downtown programs, such as the Flowerbox Program, Façade Improvement Grant Program, Downtown Enhancement Program, Patio Program, as well as information about DDA initiatives such as development projects, parking, and Town initiatives. In addition to one-on-one meetings with the community, staff often visits interested groups and organizations such as the Rotary, Chamber, or HOAs to present information and collect feedback about Downtown.

In March, Downtown Alliance Staff presented to the Chamber’s Advocacy Committee to provide an update on events, projects and programs in Downtown, and to answer questions related to Downtown.

In April, Downtown Alliance Staff held a public meeting at the Philip and Jerry Miller Library to provide updates on Downtown programs and projects. Town Public Works Staff joined the meeting to provide updates on ROW improvements that were planned for several areas in Downtown including 3rd Street and Jerry Street later in 2025. Feedback from these meetings has been positive from the community, who appreciate the extra opportunity to have questions answered.

In August, in partnership with the Town Staff, a public meeting was held to share information, collect feedback and answer questions related to the height of Downtown buildings. Town Council discussed the height limits of Downtown buildings at their July 1 and September 16 Town Council Meetings.

Downtown Banners

Background: The Castle Rock DDA Light Pole Banner Program was one of the first programs implemented in 2008 when the DDA began. The purpose of the decorative banners is to enhance the streetscape by adding color and vitality to Downtown. These banners also publicize special events held in Downtown.

This spring approximately 180 colorful banners were hung lining many streets of Downtown, and several event banners were hung advertising downtown events planned for 2025. Prior to the holiday season,

the seasonal summer banners were replaced with colorful holiday themed banners giving Downtown an additional splash of color. Holiday events happening in Downtown were also advertised on many of the banners.

Trolley Rides

Back by popular demand, The DDA once again provided free trolley rides in Downtown Castle Rock. This summer, residents and guests of Downtown enjoyed free rides every Wednesday in June, July, and August from 6-8 pm. These rides coincide with the DMA's Jazz in the Park events which also take place every Wednesday in Festival Park.

- Summer Ridership: 600 riders enjoyed riding the trolley through Downtown during the summer months. This was an average of 50 riders per night.
- Winter Ridership: A record 1,577 riders took a joyful ride through Downtown to enjoy the beautiful lights. This was an average of 129 per night.

Development Projects

In partnership with the Town of Castle Rock and the Castle Rock EDC, several development projects have been negotiated with the private sector with the goal to encourage mixed-use projects that follow good planning policies, contribute to vibrancy, and create a stronger economy for Downtown small businesses as well as Castle Rock as a whole.

The View at Castle Rock – 610 Jerry Street

The View project, introduced to the DDA Board and Town Council in 2020, received approval for a redevelopment agreement in April 2021 after four neighborhood meetings. This significant development, currently under construction, will feature 221 apartments, 14,250 square feet of office space, and 5,000 square feet of restaurant space. It includes 399 internal parking spaces, an additional 100 public spaces funded by the DDA Special Fund, and an increase from 22 to 33 street parking spaces to address current and future community parking needs. The DDA's involvement was crucial in securing first-floor retail, additional office space, and the extra public parking, demonstrating a strategic investment in downtown vibrancy by attracting more residents and workers, and providing additional needed parking. The project faced labor and contractor challenges along with unique site challenges throughout 2025, and received a Certificate of Occupancy in the later half of the year. The View reported signing several leases with residential tenants before the end of the year and some of the first residential tenants moved in. The View also reported several conversations in process for commercial tenants.

Riverwalk Luxe (221 Wilcox Street)

The redevelopment of 221 Wilcox Street by Confluence Companies culminated in the Riverwalk Luxe project, completed by late 2024. This followed an unsuccessful attempt by Niebur Development in 2015, whose mixed-use proposal failed due to parking challenges and a rejected renovation that incorporated a fast-food drive through.

Confluence, acquiring the site in 2016, initially used it for temporary parking during their Encore project. By 2022, they proposed a comprehensive mixed-use development, addressing parking requirements with on-site underground residential parking and off-site commercial parking at the adjacent Riverwalk North. Architectural changes requested by Council were incorporated with historical features.

Approved by the DDA and Town Council in mid-2022, construction of Riverwalk Luxe began that fall. The completed project features 11,257 square feet of fully leased office space, ground-floor retail, and 28

residential units with a combination of on-site and off-site parking. Residents moved in by the end of 2024, and by the end of 2025, a family office moved into the 2nd floor office space and Homegrown Tap & Dough, Buff City Soap, and Playa Bowls had moved into the first floor retail space making the building 100% full.

City Hotel

The City Hotel property at 415 Perry Street, Castle Rock's oldest building, is undergoing a significant redevelopment. In 2022, the private owner-initiated plans to restore the historic structure and add a new boutique hotel, offering a food and beverage concept in the old building and a rooftop bar on the new, four-story hotel, which will include retail space and approximately 30 rooms.

The DDA Board was presented with the concept in December 2022, directing staff to address off-site parking challenges. By July 2023, a partnership with Douglas County School District was secured for valet parking. The project's proposed redevelopment agreement was supported by the DDA Board in August 2023.

After submitting a Site Development Plan in April of 2024, the project gained DDA Board approval for the Redevelopment Agreement in December 2024, with final Town Council approval in January 2025. In August of 2025, the requirement to submit a building permit was extended until May of 2026 as allowed by the Redevelopment Agreement. Some internal work was initiated in the historic structure in 2025, while the developer worked to finalize their traditional and SBA financing. The developer reported being close to finalization of their financing at the end of 2025 and anticipated starting construction in first half of 2026 ahead of their extended building plan submittal deadline of May of 2026.

Summary

In summary, the DDA maintains an optimistic outlook for the future of Downtown Castle Rock based on public and private sector activity in 2025. In 2006, 2007, and 2008, a bold vision for the future of Downtown Castle Rock was laid out by the community and elected leaders, and some of that vision is still being realized. As listed earlier in this report, projects both small and large have been initiated this year underscoring the continued appeal of Downtown Castle Rock to residents, business owners, and visitors. Thank you for the continued partnership with the Castle Rock DDA.

Contact:

Kevin Tilson

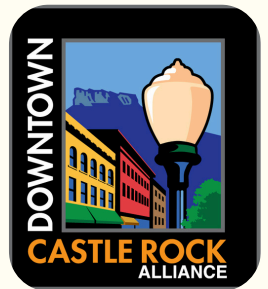
Director, Downtown Alliance

kevin@downtowncastlerock.com

303-688-7488

DOWNTOWN EVENTS

2025 DMA
ANNUAL REPORT



FESTIVAL PARK

Spring Kickoff Concert | May 17

2 Bands | 1 Face Painter | 1 Balloon Artist
6 Beverage Providers | 6 Food Trucks | 3,000 Attendees

Jazz in the Park | Wednesdays in June, July
& August (13 Events)

13 Summer Nights of Free Local Music | 905 Total Attendees

Boots & Brews | June 26

2 Bands | 7 Beverage Providers | 6 Food Trucks
3,250 Attendees

Fangtastic Festival | October 24

21 Trick-Or-Treat Booths | 1 Food Truck | Spooky Music Free
Pumpkin Patch | Lots of candy | Even more smiling faces
500 Attendees

ESTIMATED TOTAL
ATTENDANCE

41,087

RESTAURANT WEEK OCTOBER 5 - 11

22 Unique Downtown Restaurants

Record Setting Participation

Full Week of Social Media
Engagement



Car Show Street Party & Concert | June 13

1 Band | 8 Beverage Providers | 9 Food Trucks
50 VCC Cars | 5,000 Attendees

17th Annual Classic Rock Cruise-In Car Show June 14

2 Bands | 8 Beverage Providers | 10 Food Trucks
300 Classic Cars | 8,750 Attendees

Oktoberfest | September 20

24 Breweries & Cocktail Providers | 2 Bands | 1 DJ | 1 German
Dance Performance | 16 Food Trucks | 15,500 Attendees



WILCOX SQUARE
KOTIM

CARRIAGE RIDES

November 23 - January 4

560 CARRIAGE RIDES
1,995 RIDERS

SUMMER

Wednesday's in June, July & August

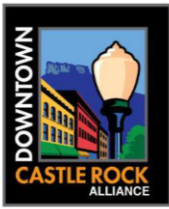
600 RIDERS

WINTER

Mondays & Tuesdays in
November & December

1,577 RIDERS

TROLLEY
RIDERS



Castle Rock Downtown Alliance

A partnership between the Downtown Development Authority and Downtown Merchants Association

Downtown Merchants Association Annual Report to Town Council 2025

Background

The Castle Rock Downtown Alliance is a partnership between the Downtown Merchants Association and Downtown Development Authority. This partnership unifies the Downtown organizations under one roof. The two organizations share one office and one staff, helping to further the collective vision of a vibrant and prosperous Downtown.

The **Downtown Merchants Association (DMA)** is a non-profit organization with an eight-member board made up of Downtown business owners and property owners and has a membership of roughly 160 Downtown businesses. Their role is to function as the collective voice of Downtown businesses and to organize and produce events in Downtown aimed at bringing visitors into historic Downtown Castle Rock to increase commerce and create a sense of community in the center of Castle Rock.

Report

In 2025, the Downtown economy continues to show signs of promise, while at the same time small business owners report uncertainty. Early in 2025, inflation and national discussions on tariffs drove concerns about whether consumer spending would take a dip. By mid-summer, some of those concerns receded as foot traffic in Downtown picked up with summer weather, community events, and new offerings in Downtown.

DMA events were fortunate to have great weather and great attendance from Castle Rock residents and visitors. In addition to the 6 events that the DMA Service Contract includes with the Town of Castle Rock, the DMA produced:

- 10 additional events in Downtown
- 13 evenings of trolley rides during the summer
- 570 carriage rides in partnership with the DDA during the holidays
- 12 evenings of trolley rides during the holiday season

The DMA produced a total of 23 events and activations, stretching the dollars the DMA receives from the Town to go further and produce more than just what is required on the 2025 Service Contract.

This report provides information on each event produced by the DMA and their estimated attendance numbers. Following is the list of events and approximate attendance for each event to date:

(table on next page)

Date	Event	Est. Attendance
May 17, 2025	Spring Kickoff Concert	3,000
June 4, 11, 18, 25, 2025	Jazz In the Park	50-150 per event (4 events)
June 13, 2025	Street Party & Concert	5,000
June 14, 2025	Classic Rock Cruise-In Car Show	8,750
July 2, 9, 16, 23, 30, 2025	Jazz In the Park	50 - 150 per event (5 events)
July 26, 2025	Boots & Brews	3,250
August 6, 13, 20, 27, 2025	Jazz In the Park	50-150 per event (4 events)
Weds. In June, July & Aug.	Summer Trolley Rides	600 Riders (12 Nights)
September 20, 2025	Oktoberfest	15,500
October 5-11, 2025	Restaurant Week	22 Participating Restaurants
October 24, 2025	Fangtastic Festival	500
Mon. & Tues. Nov. 24-Dec. 30	Winter Trolley Rides	1,557 Riders (12 Nights)
Wed.-Sun. Nov. 23-Jan. 4	Carriage Rides	1,995

2025 DMA Service Contract with Town: 6 events

2025 Total Event That Will Be Produced by DMA: 23 events and attractions

Total Estimated Attendance: 41,087 attendees

Events Recap

Spring Kickoff Concert

The Castle Rock community truly showed out on Saturday May 17, 2025 for the Spring Kickoff Concert in Festival Park. This event welcomed the Castle Rock community to Festival Park from 5–10pm to celebrate the start of better weather and community events. Six food trucks were present providing everything from empanadas to gelato. The concert featured Sarah P. and the Dirty Logger and headliner Tiny Pockets, who are both local bands, that played to a family-friendly crowd. Several local breweries were present to serve the public including Rockyard Brewing Co., Great Divide Brewery Company, Wild Blue Yonder Brewing Co., 105 West Brewing Co., and Molly Brown Spirits. Despite a little bit of rain, the community stayed and showed their support. Families enjoyed the free face painters and balloon art. An estimated 3,000 people were in attendance, and we received great feedback from the community.

Jazz In the Park – June and July Series

Jazz in the Park is a pop-up style series of events with a low-key and relaxed vibe. The DMA once again partnered with Castle Rock Music to provide jazz music in the park every Wednesday in June, July, and August from 6:30-8pm providing a total of 13 evenings of free entertainment in the park. Performances are given by local jazz musicians as well as local jazz students.

The goal for this series is focused around enhancing the Downtown experience, encouraging guests to eat dinner before or after at a Downtown restaurant or enjoy a cocktail or ice cream at the many delightful spots. This also activates Downtown by changing habits to include a trip Downtown. People are more likely to return if they have visited and had a great, safe, fun experience. This strengthens the Downtown economy and supports the great places to eat and shop that the community loves and hopes will stay in business for their next visit. So far this year’s turnout has exceeded expectations, including evenings where the threat of rain persisted.

Street Party & Concert/Car Show Kick Off

On Friday, June 13, 2025, the DMA held a fantastic kickoff to the weekend festivities with a Street Party and Concert from 6-9pm at 4th and Wilcox Street. After some rain earlier in the day, the sun came out and gave the community perfect weather for the event. Roughly 50 cars from the members of the Vintage Car Club of Castle Rock were on display. Live music was provided by Shelvis and Roustabouts and they had attendees dancing up until the very last beat of the night. The free bounce house was a hit for the families, and local beverages were available from Wild Blue Yonder, Molly Brown Spirits, Bear'L Cellars, 105 West, Purgatory Cellars, Rockyard, Platt Park, and Lone Tree Brewing. Staff received positive feedback from both participants and partners.

Classic Rock Cruise-In Car Show

The Castle Rock community celebrated the 17th Annual Classic Rock Cruise-In Car Show on Saturday, June 14, 2025 in partnership with the Vintage Car Club of Castle Rock. We had over 300 classic and exotic cars, a free rock-climbing wall, multiple free inflatable games, a free face painter, and a free balloon artist. Local band Lookin' Back and fan favorite, The Atomic Drifters provided a high quality performance for the event. There were 11 different food trucks providing a great selection of food, snacks, and desserts at the event. Helping keep everyone cool on the hot summer day, beverages were available from Bear'l Cellars, 105 West, Molly Brown Spirits, Wild Blue Yonder, Great Divide, Purgatory Cellars, Platt Park, and Lone Tree Brewing. Overall, the 2025 Car Show Weekend was a success, and it was rewarding to see many happy people enjoying Downtown Castle Rock.

Boots & Brews

Always a community favorite, Boots & Brews occurred on Saturday, July 26th following the Douglas County Fair Parade which serves as a kickoff to the Douglas County Fair. Seven beverage vendors attended ranging from beer to mixed drinks to wine, and six food vendors served a variety ranging from hot barbecue to delicious gelato. A crowd favorite, the event featured a mechanical bull, two local bands, and free face painting and balloon artistry that entertained young and old alike. With fun events throughout the weekend, including the Cattle Drive the evening before and Douglas County Fair Parade prior to Boots and Brews, the weekend was full of family fun for everyone. The DMA, Town of Castle Rock, and Chamber of Commerce held a coordination meeting with Town Departments to ensure effective communication and coordination leading up to the busy and active weekend in Downtown. The weekend began with the Western Heritage Welcome Cattle Drive produced by the Town of Castle Rock, then on Saturday morning the Chamber of Commerce produced the Douglas County Fair Parade, and lastly, Boots and Brews produced by the DMA.

Oktoberfest

On September 20, the DMA hosted its largest signature event of the year, Castle Rock Oktoberfest. DMA Staff estimates that approximately 16,000 people were downtown during the hours of the event. Entertainment for the event included Denver's Thirsty 5 performing traditional polka music, The Denver Dolls, German themed dance routines performed The Castle Rock Dance Academy, and a variety of fun entertaining games were woven through the days schedule of events. To conclude the event, DJ Markus hosted a DJ Dance Party for the last few hours of the evening that was a huge hit.

Brewery and cocktail providers included: Wild Blue Yonder Brewing Co., 105 West, Elizabeth Brewing Company, Rockyard, Great Divide, Woods Boss, Platt Park, Alidade, Wibby Brewing, Denver Beer CO, Ratio Beerworks, Rock Bottom Brewery, Los Dos Potrillos Cerveceria, Full Frame Beer, Locavore, Eddyline, Danico, Lone Tree Brewing, Stem Ciders, Best Day Brewing, Molly Brown Spirits, Provision Bar, and Bear'L Cellars Winery. Attendees were once again able to purchase the signature authentic Germain steins which sold out early in the day. The event went through 181 kegs plus 3,735 servings of cocktails and wine.

A total of 16 food vendors participated in this year's event and provided guests with a wide variety of options ranging from Traditional German food to American favorites and plenty of sweet and salty treats to go around. The vendor list included: Glacier Homemade Ice Cream & Gelato, Little Sweets Cookie CO, Whitewater Kettle Corn, Mile High Kona Ice, The Cake Company, 47 Bakery, Castle Rock Water, Lazo Empanadas, CO Berliner Haus, Koco Street Food, Woodhill BBQ, Mondal's, Castle Café, Bohemian Wurst, Eggroll Parker, and La Chaparrita Sabor de Mex.

Sponsors included Castle Rock Autoplex as the Title Sponsor. Stage Sponsor's: Aloha Fund, Park Street Storage, HBS Trash Services, Los Dos Portillos, and Eco Products. The Family Entertainment Sponsors were Lifetime Home Remodeling, The Little Gym of Castle Rock, and HEI Civil. FirstBank rounded out the sponsorship list as this year's Stein Hoisting Sponsor.

Fangtastic Festival

The Fangtastic Festival was held on Friday, October 24, from 12pm to 3pm. This event is designed to provide young families with an opportunity to dress up and Trick or Treat in a safe and fun venue during the day. The weather this year was fantastic, which we believe led to the high attendance. Vendors lined the outside of the lawn of Festival Park and passed out candy and other fun goodies. Castle Rock Autoplex was the Title Sponsor for this event, AdventHealth sponsored the free pumpkin patch, while Lifetime Home Remodeling, Douglas County School District, and The Little Gym of Castle Rock sponsored face painting and balloon art as the Family Entertainment Sponsors.

Downtown Businesses Engagement

Once a year, the DMA and DDA hold a Downtown Stakeholders meeting that is open to the public and information is presented about downtown events, programs, and projects. The DMA hopes these efforts assist the Town in answering questions and disseminating vital information.

This year, among a variety of downtown Alliance updates, the Town Public Works Staff presented information about upcoming Pavement Maintenance Plan projects throughout downtown where the Town planned to close streets and perform a mill and overlay to improve roadways. The Castle Rock Downtown Alliance (both DMA and DDA) facilitate these meetings to provide information and answer questions.

The DMA continues to increase and improve social media activity on the Downtown Castle Rock social media pages. This marketing strategy has allowed us to collect real-time feedback on our events and marketing and helped us to better connect with the Castle Rock community. This social media presence provides Castle Rock with an online presence that demonstrates to the world that Castle Rock is a safe, vibrant, happy, and healthy community full of great events, great people, and a great downtown.

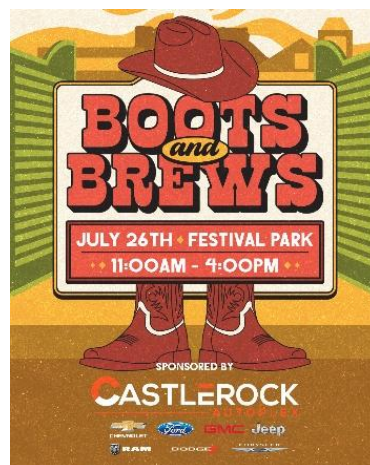
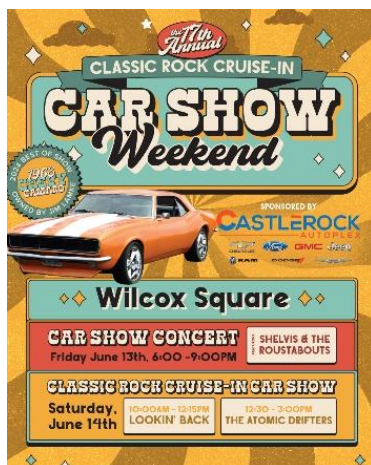
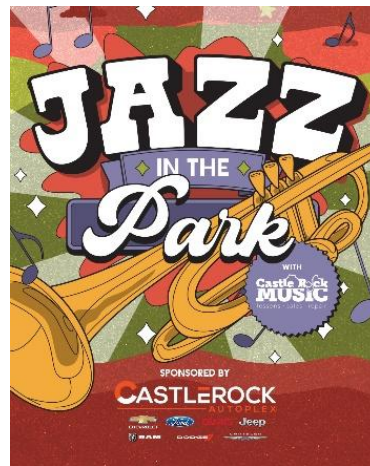
Summary

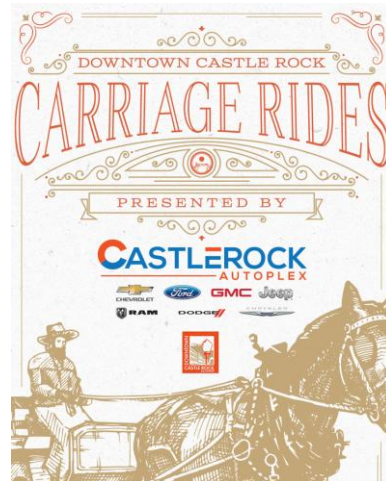
The DMA continues to work extremely hard to provide value to the Town of Castle Rock. The partnership between the Town and DMA leverages taxpayer dollars to go further. For every \$1 received through this service contract from the Town of Castle Rock, the DMA generates an additional \$3 that go straight to free events and free entertainment for the Castle Rock community and visitors. In addition, this year’s service contract with the Town of Castle Rock provided partial financial support for 6 events, and, in an effort to go above and beyond the DMA will produce 23 events and attractions.

The DMA is proud of this model for funding community events and is thankful for the partnership with the Town of Castle Rock. Community events are always somewhat weather dependent to determine success and the thankfully in 2025 we were fortunate to have great weather and great attendance. The impact of these events has provided safe, family friendly entertainment to the community as well as to serve as an economic generator for the small businesses in Downtown.

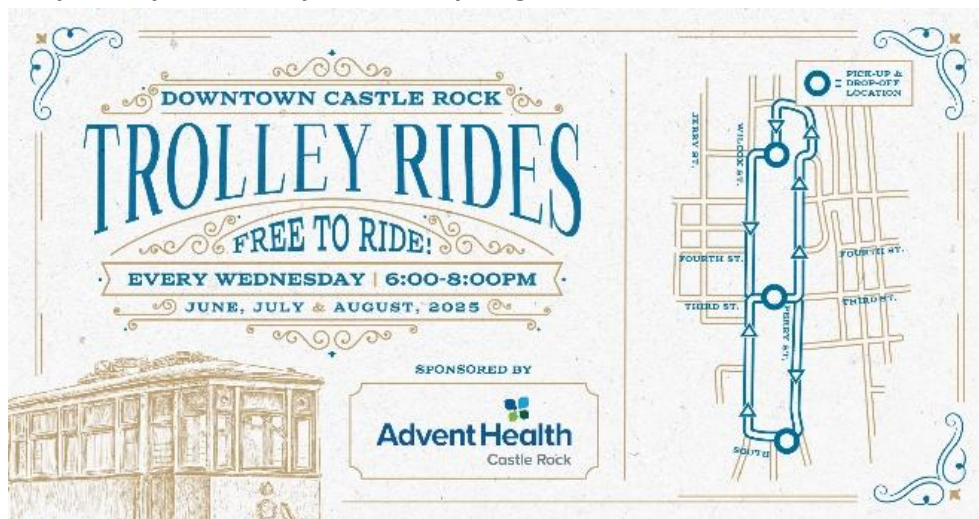
Contact:
Kevin Tilson
Director, Downtown Alliance
kevin@downtowncastlerock.com / 303-688-7488

Attached on the following pages are several examples of the marketing materials from DMA produced events in 2025, as well as a few photos.





Summer Trolley – Every Wednesday in June, July, August



Spring Kickoff Concert



Car Show Weekend - Friday Concert



Car Show Weekend – Saturday Car Show



Jazz in the Park – Every Weds. June, July & Aug.



Boots and Brews



Oktoberfest



Fangtastic Festival



Holiday Carriage Rides



Winter Trolley – Mondays and Tuesday during the Holiday Season

DOWNTOWN CASTLE ROCK
TROLLEY RIDES
FREE TO RIDE!
EVERY MONDAY & TUESDAY | 5:30-7:30PM
FROM NOV. 24TH - DEC. 30TH

SPONSORED BY
Owen Ames Kimball
Building Since 1891

The route map shows a path along the following streets: US FARRIS, US XICOTLA, FOURTH ST., THIRD ST., US ANNE, and SOUTH. A legend indicates that a blue circle with a dot represents a 'PICK-UP & DROP-OFF LOCATION'.

Mayor, Town Council, County Commissioners and Economic Development Council Investors:
Re: Castle Rock EDC 2025 Annual Report

A Year in Review and Economic Outlook After recording a decrease in real GDP growth in Q1 2025, the U.S. economy reaccelerated and posted strong growth in Q2 (3.8%) and Q3 2025 (4.4%). By comparison, consumption recorded strong growth in Q3 (3.5%), government spending increased 2.2%, and investment fell 0.3%. The national trade imbalance improved in 2025, with exports increasing and imports decreasing, and import duties surged to record levels. National inflation rose 2.6% for the year, and the Denver metro prices were up 2.3% in 2025 (the second consecutive year of slower price growth than the nation). The national growth paradox is the acceleration in consumption while the labor market stalled. The U.S. added an average of 48,700 jobs per month in 2025 compared to 167,700 jobs per month in 2024. The job growth was the slowest pace since the pandemic losses in 2020, and labor force growth flattened by the end of the year. Looking ahead, 2026 is projected to be a modestly stronger growth year for GDP, while employment growth is likely to remain muted.

Colorado's economy continued to grow in 2025. Lackluster, perhaps for Colorado standards, growth remains among the middle band of states for several economic indicators. Real GDP grew 1.8% year-over-year in Q3 2025 (rank 22nd), employment growth was 0.4% in December 2025 (29th), average weekly pay grew 3.5% in 2025 (32nd), population grew 0.4% in 2025 (29th), and the state's 3.8% unemployment rate in December (21st) remained below the nation.

The 2026 Colorado Business Economic Outlook projects growth of 17,500 jobs in 2026, an increase of 0.6%, pointing to a second year of little job growth. Most industries are projected to add jobs in 2026, led by Education and Health Services (7,700) and Trade, Transportation, and Utilities (4,600). Goods-producing industries (mining, construction, and manufacturing) are projected to all post gains in output. From fewer youth in some K-12 schools to a large wave of retirements, demographic shifts continue to be a headwind. In recent years, the state has recorded slow population growth due to muted net migration and a modest natural increase, which place pressure on the labor supply, evidenced by the 0.6% decrease in the labor force in December 2025. Slow growth in the labor force will likely constrain job growth, personal income growth, and even consumption.

Douglas County population recorded the third-fastest pace of growth in the state in 2024 and the second highest number of people added. Douglas County has the 6th-largest population in the state, and Castle Rock is the largest municipality in the county with 21% of county population. The county has outperformed the state in net migration, according to data from the State Demography Office, a trend that is expected to continue, helping the local supply of labor. The Castle Rock region is a higher-income area of the state, it continues to record increased population growth and consumption, as well as a lower unemployment rate. Castle Rock and the region is expected to perform comparatively well, in a moderately growing state economy.

Brian Lewandowski is the executive director of the Business Research Division at CU Boulder's Leeds School of Business. He may be reached at brian.lewandowski@colorado.edu.

Sources: Employment, wage, and productivity data was sourced from the Bureau of Labor Statistics, GDP and personal income data was sourced from the Bureau of Economic Analysis, and population data was sourced from the U.S. Census Bureau and the Colorado Department of Local Affairs, State Demography Office.

2025 New and Expanding Companies, Strategic Attraction, Development Updates and Partnerships

Castle Rock's economic development strategy plays a vital role in achieving the Town's long-term vision of becoming a self-sufficient, standalone community—one where residents can live, work, play, and access the goods and services they need locally. A key objective of this strategy is to build a strong and sustainable tax base to support essential Town services through a multifaceted approach. In partnership with the Town, Douglas County the Castle Rock Economic Development Council (EDC) is focused on supporting local job creation and expanding the Town's and County's economic foundation. The EDC's efforts are centered around three core functions: business attraction through new prospect development, business retention and expansion, and fostering a business-friendly environment through strategic attraction of targeted industry and local/regional partnerships.

New Companies

Advanced Broadband Solutions (ABS) is a horizontal drilling company specializing in directional drilling services for the broadband industry, including fiber and coaxial infrastructure. Earlier this year, the company was acquired by **Colorado Power Line, Inc. (CPI)**, a Castle Rock-based firm focused on power utility development.

CPI's objective in acquiring ABS was to leverage its directional drilling expertise to enhance CPI's underground utility operations. As part of the integration, ABS was relocated to CPI's headquarters on Timbermill Parkway in Castle Rock. In the first half of 2025, ABS expanded its workforce from 6 to 18 employees and anticipates growing to approximately 30 employees by this time next year.

The Castle Rock VA Medical Clinic officially opened in April, bringing a state-of-the-art 24,000 SF facility to the community. Located at 3753 Dacoro Lane in The Meadows, the clinic is a vital resource for Douglas County's more than 8,000 veterans. Veterans are an integral part of the fabric of our community, and we are proud that Castle Rock is able to support them with access to high-quality care close to home.

Local Expansions

This year, Douglas County, the Town of Castle Rock and the EDC successfully secured commitments from three primary employers. Despite a challenging real estate landscape and aggressive competition from neighboring markets like the Denver Tech Center (DTC), these companies chose to keep their headquarters, high-wage jobs, and community investment in Castle Rock.

Great Southwestern Construction (GSW), a pillar of the Castle Rock business community since 1977, is a national leader in utility infrastructure that faced a strategic crossroads this year. As a subsidiary of the MYR Group, the Castle Rock office was in direct competition with regional hubs in Texas and The Carolinas for future investment. Through the support of the Town's economic development fund, GSW secured a new 7-year and have committed to hiring 7-10 full-time positions.

Bombtrack LLC, (parent company of Innovative Business Solutions, Clear Connect, and Cable Finder) expanded operations and purchased 512 Wilcox Street. This expansion retains 52 full-time jobs in the downtown core and facilitates a \$1.5 million revitalization of a key downtown asset.

Riot Platforms, a global leader in digital blockchain infrastructure, has committed to expanding its corporate headquarters within Castle Rock. Originally founded here in 2002, Riot has evolved into a growing publicly traded company. Despite their national scale, their leadership remains dedicated to maintaining their roots in the Castle Rock community.

The challenge in retaining such a high-profile headquarters was significant. An oversupply of "legacy" office space in the DTC created a cost differential of nearly \$1 million over a five-year lease compared to Castle Rock's high-demand, low-vacancy market. By partnering with the Town and County to bridge this competitive gap, the Town have successfully secured the retention of 25 existing corporate roles and a commitment to hire an additional 15 new full-time employees. The continued presence of this high-profile technology headquarters anchors Castle Rock as a premier destination for the "primary employers" of the future.

Primary employers like GSW, Bombtrack, and Riot Platforms are the lifeblood of our local economy. They sell their services nationally but spend locally. These three projects alone have secured over 85 existing high-wage jobs, committed to dozens of new hires, and ensured that Castle Rock remains a self-sufficient community where residents can both live and work.

Retail

Outlets at Castle Rock began phase three of their restaurant relocation project. This project is part of a broad mall initiative aimed at enhancing customer experience and maximizing retail potential. The former food court was underutilized for dine-in purposes and occupied a central area of the mall better suited for retail offerings. The redevelopment transformed the food court into retail space while distributing new dining options throughout the mall along various "streets."

In 2025, the Outlets completed site work for three new pad locations in the west parking lot, adjacent to Factory Shops Blvd, that will include two new restaurants. The Outlets also achieved a record \$503 per SF in retail sales, a 6.5% increase, reflecting strong center performance and a healthy regional retail environment.

Outlets opened several new stores including:

- Sephora
- Vuori
- Topo Designs
- Tommy Bahama
- Nico Nico Boba
- Portland Leather

The Brinkerhoff and Bar Hummingbird are two new additions to Castle Rock. These restaurants have generated significant excitement and have enhanced the region's dining and entertainment offerings. The Brinkerhoff features a unique blend of steakhouse and sushi, inspired by the elevated dining experiences found in Mexico City, offering a refined yet approachable menu unlike anything currently in the area. Bar Hummingbird is an upscale event center/cocktail lounge, serving lighter fare such as fresh salads and gourmet sandwiches. The space was inspired by the elegance and charm of Bar Hemingway in Paris, creating an intimate and elevated atmosphere for guests to enjoy.

As part of their commitment to the community, the owners hosted a fundraiser for The Rock of Hope Campaign to support the new cancer center at AdventHealth Castle Rock. These projects represent exciting momentum for the community and the continued growth of Castle Rock.

Strategic Attraction

Aerospace - Castle Rock EDC continues to actively pursue aerospace opportunities in partnership with Arapahoe Community College, Colorado State University and the Douglas County School District. Current initiatives include the development of an aerospace campus in collaboration with private sector coworking SCIF (Secure Compartmental Information Facility). Ongoing goals for 2026 involve real estate procurement and development.

Data Centers - The data center industry has emerged as another growth area for Castle Rock, fueled by regional demand from tech and AI sectors, offering low-impact, high-revenue opportunities through sales tax, franchise fees, and use tax contributions. While energy constraints are a statewide concern, Castle Rock boasts several sites with sufficient power to attract and accommodate midsize data centers.

Development & Prospects Updates

The Meadows (Commercial/Retail/Residential) – The Meadows is a master planned community located in the northwest corner of Castle Rock that includes both single family, multifamily, mixed-use, traditional office, medical office, recreation, and entertainment. The development is anchored by AdventHealth Castle Rock and the Arapahoe Community College Sturm Collaboration Campus.

2025 Meadows updates include:

- Advance Broadband Solutions was purchased by Colorado Powerline Inc. and leased the last remaining space at Castle Rock Industrial.
- The Castle Rock VA Clinic opened in April 2025.
- Development is under way on the last 77 single family lots (Chateau) which is located west of the golf course off Coachline Road.
- Kiddie Academy daycare facility opened in August 2025.
- Little Sunshine’s Playhouse daycare facility opened in July 2025.
- AdventHealth Oncology Center, through the Rock of Hope Campaign, has reached its funding objectives and is now open to Castle Rock residents.

The Brickyard (Redevelopment/Reuse) - In 2018 the ACME Brick factory announced that they would be closing their Castle Rock operation which opened in the early 1900’s. The site was acquired by Confluence Companies in 2020. The team at Confluence has been working with the EDC and the Town to reimagine the site for a redevelopment and reuse project that will revitalize, activate, and connect the blighted site to the community while simultaneously honoring the historical role of ACME in the Castle Rock community.

The Brickyard will be a regional destination for recreation, travel, living, and dining. The 31-acre master planned mixed-use development is located directly west of Downtown Castle Rock and adjacent to the regionally renowned Philip S. Miller Park. Visible from I-25, the Brickyard will have easy access to the interstate via the Plum Creek Interchange and will connect to regional bike and walking trails.

The Brickyard will be anchored by the new Castle Rock Sport Center, a 144,000 SF state-of-the-art facility containing an Olympic-sized swimming pool, multiple basketball and sports courts, a weight room, play areas, a running track, and fitness rooms. The Brickyard will also include a four-star 123-room hotel and spa with a restaurant, lobby bar, and event space. In total, The Brickyard will include 96,400 SF of restaurant, retail, conference, and entertainment space, and 56,00 SF of office space. The 466 residential units will include a variety of for-rent and for-sale housing options.

Phase one of the development is well underway. The large public infrastructure package began in March of 2025 and will be substantially completed in 2026. The Castle Rock Sports Center broke ground in August 2025, and the Brickyard Apartment Building, consisting of 298 for-rent apartment units and 40,000 SF of restaurant, retail, and office space, broke ground in December of 2025. The Castle Rock Sports Center will open in 2027, with the Brickyard Apartments following close behind. Phase two of the development is planned to start in 2026 as well, with the "Weatherford Hall" building scheduled for early summer 2026. This building consists of approximately 50,000 SF of restaurant, retail, and office space. Phase two will also include the hotel and for-sale condominiums, which are planned to start in 2027. Phase three will primarily consist of commercial development and is planned to closely follow the first two phases.

Dawson Trails (Commercial/Retail/Residential) - The Dawson Trails project is in the southwest quadrant of Castle Rock on the west side of I-25. The property is owned by Westside Development. The project was originally entitled for 7,900 single family homes and sat dormant (under suspension agreement) for the past 30 years for a variety of different challenges that encumbered the site. In early 2023, Westside Development and the Town of Castle Rock agreed to a plan that includes increased open space, a reduction in housing units to 5,800 and includes \$50MM of private bond funding for the Crystal Valley Interchange (CVI). In addition, agreements have now been reached with Costco, Kroger and HealthOne to occupy a significant portion of the 3.2 million SF of available commercial ground with several additional opportunities working through letters of intent. The interchange is now under full construction with progress moving as planned led by Kraemer North America and scheduled for delivery in early 2027. The first 500 single-family lots are currently in permitting with the Town of Castle Rock with another 100 townhomes in the pipeline.

New Dawson Trails/CVI updates for 2025 include:

- Grading at Dawson Trails Costco is completed and construction permits are moving forward.
- Offsite water, sanitary sewer lines are complete or under final construction.
- CVI bridge over I-25 is completed and now open, connecting the east frontage road and the new alignment of the southwest side of Dawson Trails Blvd.
- Construction of the north and south bound on and off ramps are moving along. The north bound ramp is anticipated to open in fall of 2026 and full interchange opening in Q1 of 2027.
- King Soopers Marketplace is under contract to anchor a 21-acre shopping center at the southwest corner of Dawson Trails Blvd. and Crystal Valley Parkway.
- There is strong interest in surrounding retail and commercial parcels.

Miller's Landing (Mixed Use/Management Change) – Is a 65-acre site situated between Philip S. Miller Park and Downtown Castle Rock at the northwest corner of Plum Creek and I-25 with excellent access and visibility from the interstate. The Town of Castle Rock and the EDC originally created an Urban Renewal Authority (URA) with the existing taxing entities at the site in 2012 to help attract a private developer, create a higher and better use at one of the Town's major interchanges, and mitigate the challenges associated with the municipal landfill, which previously occupied the property.

P3 Advisors removed the landfill in 2019 and have fully remediated the site. In 2023 Crown Community Development (CCD) took the lead on the property's development. The team at CCD is currently in the process of reassessing the site and evaluating potential options to move the project forward.

New Millers Landing updates for 2025 include:

- Ownership reports increased market interest in the 18 acres on the hard corner of Plum Creek and I-25.
- Dedicated right of way to the Town and Brickyard for the construction of Praxis Street by the Brickyard.

Downtown Castle Rock – The Downtown Development Authority (DDA) is charged with furthering development and place-making in Downtown Castle Rock using Tax Increment Financing (TIF) and is guided by a Plan of Development. The Plan of Development provides guidance from Town Council to pursue projects, which include projects of beautification, projects that increase commerce, development and re-development projects which impact the experience in Downtown Castle Rock in a positive way. Downtown is excited about several projects that continue to make progress including:

- **The View**, consisting of 14,250 SF of office space, 5,000 SF of restaurant space, 221 residential apartments, 399 parking spaces, of which 100 will be dedicated to the public, completed construction in Q4. Currently, the commercial space is completing tenant finish and residents are beginning to move in.

- **Riverwalk Luxe**, located at 221 Wilcox, is a mixed-use project that includes 28 residential apartments, 28 parking spaces, 11,257 SF of office space, and ground-floor retail that includes Playa Bowls, which opened earlier this year, Homegrown Tap & Dough which celebrated its opening in late December and Buff City Soap.
- **The Historic City Hotel** property at 415 Perry Street plans to fully restore the historic structure and incorporate a food and beverage concept into the restored space. Plans also include a newly constructed building which will consist of a boutique 33-room hotel, first floor leasable retail space and rooftop bar. The project was first presented to the DDA Board in the fall of 2023 and was approved by Town Council in January 2025. The project is currently working on the restoration of the historic structure.

- Additional Downtown Castle Rock updates for 2025 include:

New businesses:

- *Lala's Coffee & Boba*
- *Castle Toys*
- *Wide Awake Eatery*
- *Playa Bowls*
- *Sip Tea*
- *Teaology Tea Café*
- *Bien Y Tu*

- *Petals & Pop*
- *Keller Williams*
- *Michoacan a Pedir de Boca*
- *Goldie Links*
- *Homegrown Tap & Dough*
- *Niche & Co.*
- *The Par Club*
- *Buff City Soap*

Development Projects:

- *Scileppi's Phase 2 Expansion – Under Construction*
- *The View – Completed*
- *City Hotel Redevelopment – Under Construction*
- *Riverwalk Luxe – Complete and Fully Leased*

Promenade (Retail/Mixed-Use) – The Promenade is a 200-acre site located between I-25 and Highway 85. Alberta Development Partners purchased the site in October of 2014. Upon completion, the master developed site will bring a combined 900,000 SF of large-format retail, service, and restaurant space.

New Promenade updates for 2025 include:

- The opening of The Brinkerhoff and Bar Hummingbird

Partnerships, Boards and Affiliation

As part of the EDC business development and outreach, staff are encouraged to participate in regional professional development partnerships, take positions of leadership on boards, and support affiliate organizations throughout the region. The following is a list of partnerships, boards, and affiliate organizations the EDC staff collaborated with in 2025:

- Arapahoe Community College (ACC) – Chair of the ACC Advisory Committee
- Denver Regional Council of Governments (DRCOG) – Board Member
 - Technical Advisory Committee (TAC) – Board Member
 - Economic Development Committee – Board Member
- Douglas County Business Alliance (DCBA) – Board Member
- Metro Denver EDC's - Front Range Economic Development Council (FREC) – Chair
- Douglas County Economic Development Council – Board Member
- Colorado Real Estate Journal – Contributor/Panel Moderator
- Biznow Aerospace and Office Market Update – Sponsor/Keynote Speaker
- Denver Business Journal – Contributor

Development Roundtable was established with the objective to bring Town staff and the development community together, to improve communication, build trust, relationships, and create best practices in the development of the community. The group meets quarterly to discuss topics impacting the development process.

2025 Discussion Items & Updates

- Development Activity 2024 Highlights
- Increases to Public Meeting Notices – Distance
- Ultra-High Efficiency Toilet Requirements
- Revision to Colorado-scape Requirements
- Development Services Staffing Update
- Water Department Annual Rates & Fee Updates
- Development Pipeline Discussion
- Update to Stormwater Criteria
- Downtown Building Height
- Commercial Market Update

Sub-Committee Breakout Meetings

Water - Subcommittee has continued to meet as needed and has discussed major updates to the code and master plan. This sub-committee is led by the Town of Castle Rock Water Department and the private sector. The following topics have been discussed:

- Ordinance Changing to Ultra-High Efficiency Toilets
- Changes to the WUMP
- Conservation Rebate Program
- Development of Water, Water Resources, Wastewater and Stormwater
- 2026 Development Fees

Development Process - Subcommittee meets as needed and is led by the Town of Castle Rock Development Services Department and the private sector. The following topics have been discussed thus far:

- Grading in Town Owned/Future Owned Open Space
- Feedback for Plan Sets
- Variance Discussion
- Town Owned Open Space

2025 Annual Report Summary

In 2025, Castle Rock’s economy continued to demonstrate remarkable resilience despite national inflationary pressures and the uncertainty stemming from shifting federal trade and tariff policies. While state and national headwinds persist, our local retail market remains a bright spot, with sales tax revenue up over 10% year-over-year (November to November).

However, this growth warrants a closer look at the underlying drivers. While the Town is growing, the pace has moderated; single-family housing permits totaled just over 200 for the year. This raises critical questions for 2026: Is our sales tax growth a result of increased consumer volume, or is it largely driven by "price inflation," where shoppers are simply paying more for the same goods? Additionally, we must monitor the continued rise in internet sales and its impact on our local brick-and-mortar landscape.

As we move forward, we will remain vigilant in monitoring our local retailers. Many are currently navigating a challenging environment where the rising cost of inputs is compressing profit margins. Ensuring a supportive environment for these businesses will be vital to maintaining the fiscal health of our community.

In general Castle Rock's economy remains on strong footing with large-scale developments (Dawson Trials, Pine Canyon, The Brickyard and the Meadows commercial) that have all progressed steadily, contributing to a positive long-term economic outlook. Castle Rock EDC made meaningful strides in 2025 advancing projects in the aerospace and data center sectors. Equally important, the EDC was active in our business retention and expansion efforts, adding new primary jobs to the community.

While 2026 promises to bring its own macro-economic challenges, Castle Rock EDC continues to remain committed to maintaining a strong economic foundation, collaborating with our regional partners and reinvesting in existing assets. The foundational goals remain the same, strategically plan, build and invest in the Town's economic future by fostering long-term high-quality development, increase primary jobs and invest in critical infrastructure.

Respectfully,

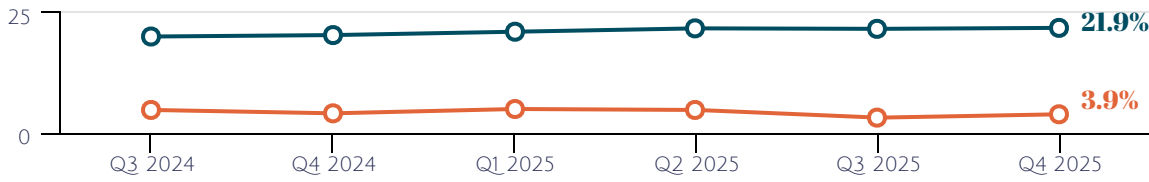
A handwritten signature in black ink, appearing to read 'Frank Gray', with a long horizontal stroke extending to the right.

Frank Gray; Castle Rock EDC CEO

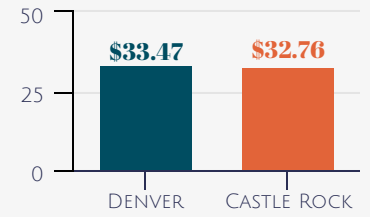
VACANCY RATE PERCENTAGES

LEASE RATES

Office

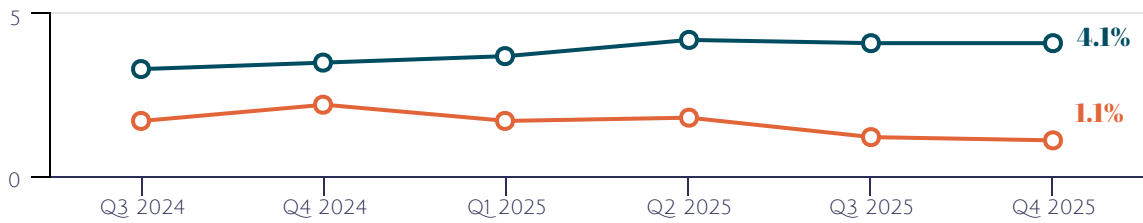


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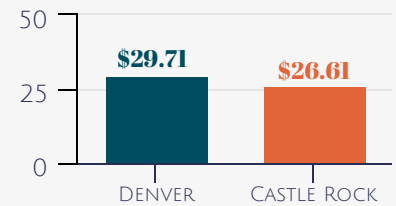


Retail

○ DENVER ○ CASTLE ROCK

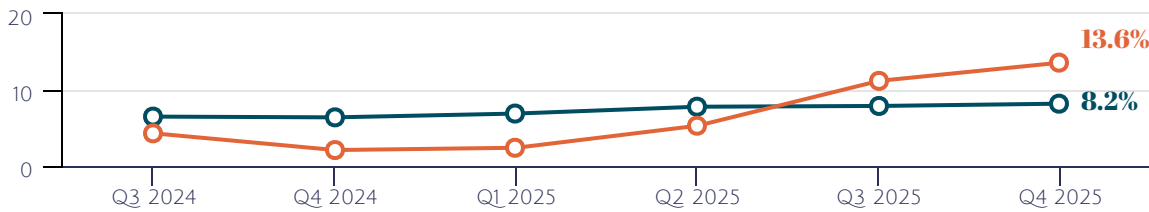


Retail

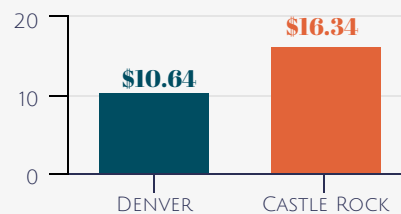


Industrial & Flex

○ DENVER ○ CASTLE ROCK



Industrial & Flex



* Data provided by NavPoint Real Estate Group; NNN Lease Rates

UNEMPLOYMENT RATE COMPARISON

	2022 Y.E.	2023 Y.E.	2024 Y.E.	2025 Nov.
CASTLE ROCK	2.5%	2.9%	3.9%	3.3%
DOUGLAS COUNTY	2.5%	2.9%	3.9%	3.3%
STATE OF CO	3.1%	3.3%	4.3%	3.9%
NATIONAL	3.6%	3.8%	4.2%	4.4%

Not Seasonally Adjusted, US Bureau of Labor Statistics



YOY COMPARISON

Sales Tax

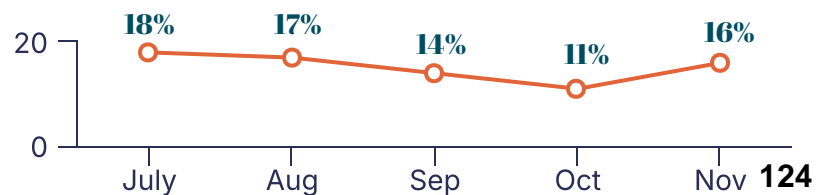
YOY MONTHLY COMPARISON



2024
+5.4%

2025
+15.7%

*Through Nov.



*Data Provided by the Town of Castle Rock

RECENT DEVELOPMENT ACTIVITY

The Meadows

- VA Clinic opened
- AdventHealth Oncology Center opened
- Advanced Broadband Solutions purchased by Colorado Powerline Inc. and co-located at Castle Rock Industrial

The View

- 14,250SF of office space
- 5,000SF of restaurant space
- 221 residential apartments
- 100 of the 399 parking spaces are public
- Construction complete

Outlets at Castle Rock

- 3 Phase update to include:
- Converting food court to retail space
 - Construction underway on 3 additional pad sites
 - Several new store openings

Dawson Trails

- Approved Master Planned Development
- Sitework underway
- 5,900 Residential Units
- 748 Acres of Open Space
- 3.2 Million SF of Commercial
- CVI bridge complete for construction traffic
- HealthOne Campus announced
- Costco padsite under construction
- King Soopers Marketplace announced

The Brickyard

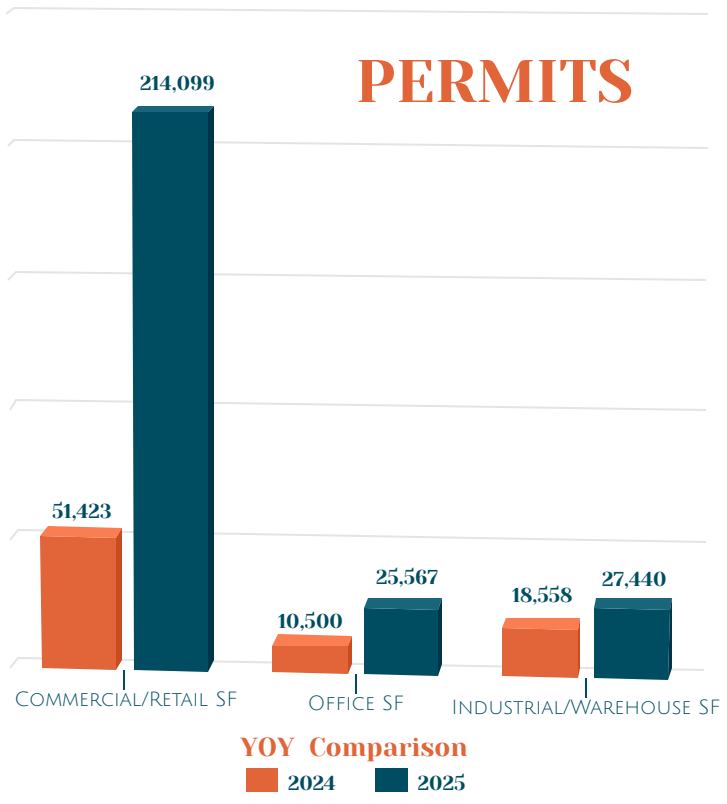
- Phase 1 broke ground, October 28
- Mixed Use Development
- Approved Rec Center
- 96,400SF of restaurant, retail, conference and entertainment space

Promenade

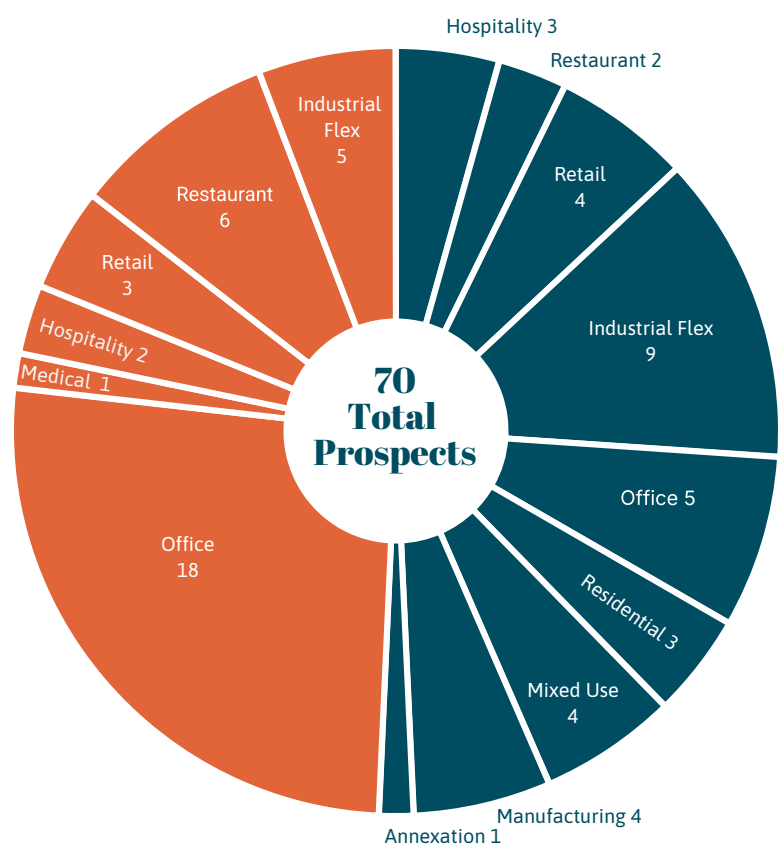
- The Brinkerhoff/Bar Hummingbird complete
- Additional concepts under consideration

NEW CONSTRUCTION

PERMITS



DEVELOPMENT PROSPECTS





23 January 2026

Castle Rock Historical Society and Museum Town Report 2 for 2025

This was a special year for the Castle Rock Museum as we celebrated the 150th anniversary of the Depot building. The museum continued its usual services and activities. It provided a venue for many visitors to Castle Rock. Local residents and their visiting family members comprise much of our attendance especially during the summer months and at holidays. New and potential residents come to learn about the history of the community. We had several temporary exhibits for this year. We had an exhibit on the devastating flood of 1965 which destroyed all the bridges in Castle Rock and cut I-25 in several places. We also displayed an exhibit for the 150th anniversary of the D&RG depot building which now houses the museum. We will shortly have exhibits for the 150th anniversary of Colorado and the 250th anniversary of the country and have submitted a proposal for the Town grant. We provided artifacts and pictures to enhance the historic atmosphere of the Cantril School. The museum operates four days per week, five hours per day as stated in the contract. However, the museum does serve additional groups such as school visits, scouts and civic programs at hours beyond the usual operating hours. School participation has included both in school and home school children. The museum staff is continually engaged in curating and preserving museum artifacts and photographs related to the history of Castle Rock. The artifacts are principally acquired through donations. (This meets our objectives 1,2, 3 and 4.)

In May, Historic Preservation Month, the museum conducted its fifth Scavenge the Rock downtown Scavenger Hunt. The program was a collaboration with the Town of Castle Rock, the Castle Rock Historic Preservation Board and the Downtown Merchants Association. The aim of the hunt is to explore a little Castle Rock history and introduce residents to local downtown businesses. Participation has grown both from those playing and with support from new businesses. This has become an annual event for Historic Preservation month. (This meets our objectives 5 and 7)

We continue the summer downtown historic walking tours and the annual Trolley Tour. This May the focus of the trolley tour was the impact of the 1965 flood on Castle Rock homes, businesses and infrastructure. In October the museum conducted more Ghost Tours than ever and conducted a cemetery tour stressing those forefathers with connections to the D & R Depot. (These programs are designed to meet our objectives 5, 6 and 7.)

The Society and Museum held its principal fundraising event, Victoria's Tea in May. The Tea moved to Kirk Hall three years ago at the Fair grounds to accommodate the growth in participation. Stories of important women in Colorado history are featured. The Museum has also revived the annual historic Christmas ornament with the depot anniversary. The ornament for 2026 will feature the 150/250 anniversary celebrations.

The museum will continue to participate in other community events like the Car Show, Festival of Trees, Senior Center Fairs, Fangtastic and the County fair where the museum can make a contribution. The museum staff also participates in history activities in other communities when requested.(This meets our objectives 6 and 8.)

We are fortunate to have volunteer groups such as the garden club and boy scouts and talented volunteers that help the museum with events, landscape chores and provide restoration repairs at the museum. We were able to fund the restoration of two major artifacts, an original D&RG depot bench and a horsedrawn snow sleight. A new Eagle Scout project is in the works for this year. Our IT department is principally volunteer. Society members sponsor many of our fundraising events.

Operating expenses for the museum for the year were \$97,760.00. The funds are principally used for salaries, utilities, maintenance and exhibits. Other funds which support the museum come from donations, fundraising events, gift shop sales, recycling and donated services.

Angie DeLeo, Director, Castle Rock Museum

David Corliss, Town Manager
Trish Muller, Director of Finance
Town Council
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

January 23, 2026

Re: 2025 Castle Rock Senior Activity Center Year-End Town Contract Report

Dear All,

The Castle Rock Senior Activity Center sincerely appreciates the continued support of the Town of Castle Rock. The meaningful impact we make in the lives of older adults would not be possible without this valued partnership. Together, we are not only helping older adults remain active and socially connected—we are empowering them to truly *Love Life in the Second Half*.

We remain committed to being “*The Place*” where older adults find friendship, resources, and enriching opportunities. As we begin our 55th year of service to the community, we celebrate a milestone that reflects our long-standing mission to support independence, well-being, and quality of life through essential services, programs, and activities. Each year, more older adults choose the Senior Center as a trusted and welcoming hub where they can remain engaged, supported, and thriving.

Beyond our core services, we take pride in giving back through active participation in local initiatives and community partnerships. Our Senior Life Expo has grown into a cornerstone resource event for older adults and their families. In addition, signature fundraisers such as our Annual Golf Tournament, Craft Show, and Dining to Donate events not only help sustain our programs but also strengthen community connections and support local businesses.

Attached, please find documents highlighting key program statistics, outcomes, and engagement from 2025. Should you have any questions or need additional information, I would be happy to provide further details.

Finally, we respectfully ask that if additional space becomes available within the Recreation Center—now or in the future—that consideration be given to allocating space to support the growing needs of the Senior Center. Continued growth in membership, programming, and services underscores the importance of expanded space to effectively serve Castle Rock’s older adult population.

On behalf of our Board of Directors, staff, members, and the community we serve, thank you again for your partnership and continued support. We are deeply grateful for the Town’s commitment to older adults and to the Castle Rock Senior Activity Center.

Warm regards,


Debbi Haynie
Executive Director
dhaynie@crgov.com

2025 PERFORMANCE OBJECTIVES

Programs and Activities

1. Provide an average of 150+ activities and/or events per month that support healthy and successful aging.

In 2025, we continued to experience strong growth in both membership and program participation, offering an average of more than **170 activities and events each month**. Our increasingly diverse membership fuels a dynamic mix of opportunities designed to meet a wide range of interests, abilities, and lifestyles.

Offerings include adventurous outings such as go-karting, white-water rafting, hiking, and multiple sports leagues, alongside cultural and social experiences including theater performances and group dining outings. Weekly card games, educational presentations, demonstrations, and art classes provide consistent opportunities for connection, creativity, and lifelong learning. Health & Wellness programming also expanded significantly, featuring Lunch & Learns, massage therapy, balance and range-of-motion workshops, and other wellness-focused offerings.

Demand for many programs is so strong that sessions must be offered multiple times to ensure equitable access. While we are grateful for limited use of the Panorama Room on select afternoons, space constraints remain our most significant challenge. Continued growth highlights the ongoing need for expanded and flexible program space.

2. Serve an average of over 3,000 (duplicated) senior participants per month through social, cultural, and educational opportunities.

Membership continues to grow at record levels, with a monthly average of more than **1,350 active members**, including **299 new members added in 2025**. The average age of our members is 76, reinforcing the importance of age-appropriate programming that supports active, healthy, and connected lifestyles. Monthly participation remained above **3,000 duplicated older adults**.

See attached: Membership/Age & Gender Report, Participation Report, and Center Statistics Report.

Transportation

1. Provide over 800 monthly shuttle rides to seniors and adults with disabilities.

Demand for transportation services continues to rise. We currently average nearly **1,000 rides per month**, with several months exceeding **1,100 rides**. Lower-volume months are typically due to Center closures related to weather or holidays. In 2025, **155 new riders** were added, further increasing demand.

We operate **five to six vehicles** for weekday shuttle service, along with **two to three additional vehicles** for medical appointments outside the shuttle area, including trips to the VA Hospital and Swedish Hospital. Ride requests are prioritized to ensure essential needs are met first—medical appointments, followed by grocery and nutrition trips, and then other local needs. On Tuesdays and Thursdays, one of our 10-passenger buses is deployed to support high participation in Sit and Be Fit and the VOA hot lunch program.

We have successfully transitioned to an all-wheel-drive fleet to enhance safety and reliability in Colorado's variable weather. Our current fleet includes:

- 2 small SUVs
- 6 minivans (including 2 wheelchair-accessible vehicles)
- 2 ten-passenger vans
- 3 fifteen-passenger buses (including 1 wheelchair-accessible bus)

2. Add at least 75 new riders to the transportation program in 2025.

In 2025, **155 new riders** were added. We now serve **575 registered riders**, with **274 actively using the service**, reflecting strong engagement and continued growth.

See attached: Rider Numbers and Trip Classification Report.

Health & Wellness

1. Provide low-cost VOA meals twice weekly and coordinate Meals on Wheels (MOW) home deliveries.

The VOA Hot Lunch Program remains a vital source of nutrition and social connection, serving **50–60 participants every Tuesday and Thursday**, a **25% increase over last year**. In 2025, **159 diners** were registered. The program has reached capacity in our largest available room, limiting further growth unless transitioned to the Panorama Room.

Meals on Wheels participation remains steady, averaging **48 households per week**. We onboard five to six new clients monthly, often serving individuals recovering from illness or surgery and helping older adults maintain independence in their homes.

2. Provide hot lunch delivery to low-income senior housing communities twice weekly.

Now in its fourth year, this CDBG-funded partnership with the Town of Castle Rock delivers hot meals to residents at **Oakwood, Reyn Rock, Auburn Ridge, and Meadowmark**, reaching approximately **30 older adults each week**.

3. Expand wellness programming to meet evolving needs.

Wellness programming averages **18 offerings per month**, serving approximately **195 participants**. Expanded offerings include:

- Balance & Range of Motion workshops (now offered three times monthly)
- Seated Dance and Tap classes

- Expanded Arts & Crafts and Mobility Workshops
- Low Vision Group serving 14–16 participants per session

Our **Connect & Care** program continues uninterrupted. With new OAI funding, client enrollment resumed in 2025. Since January, **18 trained volunteers** completed **1,789 wellness calls**, supporting an average of **34 clients per month**.

See attached: VOA/MOW Program Report, Connect & Care Call Report, and Center Statistics Report.

Center Objectives

Community Outreach Leadership

11th Annual Senior Life Expo – June 4, 2025 | Douglas County Events Center

- 115 vendors
- Over 865 attendees
- 8 educational presentations
- 3 live demonstrations

The Expo program guide serves as a year-round resource and is regularly distributed at the Center.

Save the Date:

12th Annual Senior Life Expo – **June 3, 2026**

Attachments

1. Membership/Age & Gender Report – 2025
2. Center Statistics Report
3. Center Participation Report
4. Rider Numbers and Trip Classification Report
5. VOA/MOW Program Report
6. Connect & Care Call Report
7. February Newsletter

Membership Name	Code	Freq	Fee	Count	Gender				Age Breakdown						Avg
					Male	Female	Other	Blank	Under 50	50-64	65-69	70-74	75-79	80+	
Regular	REG	YEARLY	\$40.00	1278	433	805		40	0	84	136	290	324	439	76.49
Associate	ASSOC	YEARLY	\$40.00	14		13		1	5	8	0	1	0	0	52.69
Honorary	HONOR	YEARLY	\$0.00	2				2	0	0	0	0	0	0	
Lifetime	LIFE	YEARLY	\$0.00	14	6	8			0	0	0	1	1	11	80.66
AVERAGE AGE ACROSS ALL														76.16	

CASTLE ROCK SENIOR ACTIVITY CENTER

2025 Castle Rock Senior Activity Center Statistics

	2025 # OF ACTIVITIES/ EVENTS OFFERED (1E ONSITE)			PARTICIPATION			TRANSPORTATION		VOLUNTEER HOURS				Total of All Vol. HRS Columns		
	2025 # OF ONSITE ACTIVITIES/ EVENTS OFFERED (1E ONSITE)	2025 # OF OFFSITE ACTIVITIES/ EVENTS OFFERED (1E OFFSITE)	2025 # OF ALL ACTIVITIES/ EVENTS OFFERED (1E)	2025 ON-SITE ACTIVITY PARTICIPANTS 1E	2025 OFFSITE/ SPORTS/ MISC	2025 CENTER VISITORS (Walk-ins)	2025 TOTAL ATTENDEES (All Programs & Services)	ACTIVITY/ EVENTS RIDES	SHUTTLE RIDES	SHUTTLE/ SPECIAL DRIVER (3D)	MEALS ON WHEELS DRIVER	EVENT DRIVER (3D)		ADMIN HELP	ALL OTHER
JAN	142	22	164	1990	328	105	2423	155	915	583	126	40	363	796	1908
FEB	133	22	155	2043	284	95	2422	133	940	615	151	12	341	667	1786
MAR	133	29	162	2200	409	100	2709	164	1017	660	147	36	314	1014	2171
APR	141	28	169	2414	406	110	2930	180	1163	647	197	46	304	1296	2490
MAY	137	21	158	2478	863	105	3446	129	1033	705	184	25	246	1177	2337
JUNE	128	32	160	2311	1925	100	4336	148	979	695	142	31	262	1347	2477
JULY	149	30	179	2280	1060	110	3450	117	1070	803	206	29	214	1189	2441
AUG	170	30	200	2053	1134	90	3227	161	933	646	153	39	218	1130	2186
SEPT	181	34	215	2347	1229	105	3681	211	1063	732	196	49	250	1401	2628
OCT	146	29	175	2533	416	110	3059	162	1100	697	192	42	253	1344	2528
NOV	154	24	178	1920	305	85	2310	112	782	567	167	5	192	1916	2847
DEC	127	17	144	2101	451	100	2652	138	791	560	220	18	195	870	1863
2025 TOTALS	1741	318	2059	26670	8810	1215	36645	1810	11786	7910	2081	372	3152	14147	27662

Total Volunteer Hours in 2025 # 28,005

Total Volunteers in 2025 # 404

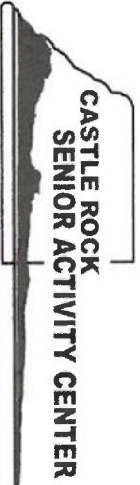
Total Rides (Activity, shuttle, events) in 2025 #13,596



CASTLE ROCK SENIOR ACTIVITY CENTER

SUMMARY OF ACTIVITY PARTICIPATION AND # OF PARTICIPANTS BY CATEGORY 2025

	TOTAL # OF PEOPLE AT ALL ACTIVITIES (1A)	At - Home Activities (1E)	TOTAL # ATTENDEES- VIRTUAL ACTIVITIES - Remem ber to add VITU & VIRTUAL FROM EVENT CATEGORY REPORT (1A)	VOA DINING BOX PICK UP & DELIVERY PARTICIPANTS	VOA HOT MEALS	TOTAL # OF PEOPLE MISC (1A)	TOTAL # OF PEOPLE AT ON-SITE ACTIVITIES (1E)	TOTAL # OF PEOPLE OFF-SITE TRIPS** (1E)	TOTAL # OF PEOPLE HEALTH & WELLNESS ACTIVITIES*** (1E)	TOTAL # OF PEOPLE CURRENT SPORTS THIS MONTH (1E)	# OF ACTIVITIES OFFERED THIS MONTH	TOTAL NUMBER OF RIDERS FOR ACTIVITIES (Eds #s) (1A1)	Notes about the month
JAN	2318	0	209	56	494	105	1990	328	167	114	164	155	Weather closure 1/7, 1/9 Closed Monday, 01/20 - MLK Jr. Day
FEB	2331	0	212	71	647	95	2043	284	199	107	155	133	Closed Monday, 02/17 Presidents' Day
MAR	2610	0	257	83	680	100	2200	409	184	200	162	164	Closed 3/4 weather & in the afternoon of 3/17 due to snow
APR	2820	0	182	88	745	110	2414	408	171	123	169	180	
MAY	3341	0	234	80	731	105	2478	863	189	680	158	129	Closed Monday, 05/28 Memorial Day
JUNE	4236	0	158	83	551	100	2311	1925	184	833	160	148	Closed Thursday, 06/19 Juneteenth, 06/19 & include 06/18 & 06/20
JULY	3340	0	194	80	728	110	2280	1080	194	891	179	117	Closed Friday, 07/04 July 4th
AUG	3187	0	129	80	531	90	2053	1134	214	874	200	161	Closed Annual Maintenance Aug 13-15
SEPT	3576	0	152	85	671	105	2347	1229	225	953	215	211	Closed Monday, 09/01 Labor Day
OCT	2945	0	189	90	622	110	2533	416	282	131	175	162	Closed Columbus Day 10/13
NOV	2225	0	135	100	495	114	1920	305	189	143	178	112	Closed 11/11, Thurs-Fri 11/26 & 11/27 Thanksgiving
DEC	2552	0	212	24	593	100	2101	451	151	44	144	138	Snow Day, 12/3 Closed Wednesday/Thursday 12/24 12/25 Holidays
2025 TOTALS	35481		2263	920	7486	1244	28670	8810	2329	5073	2059	1810	



**CASTLE ROCK
SENIOR ACTIVITY CENTER**

2025 Rider Numbers and Trip Classifications

Month	New Clients Added	Medical	Grocery	Employment /Volunteer	SR Center/ Activity	Quality of Life	Nutrition	Totals	Specials	Non Rider Trips	
										Bus Trip Riders	Incidental trip/ Hor Meds)
January	26	234	108	43	229	100	201	915	21	155	116
February	10	270	57	51	197	130	235	940	24	133	202
March	17	282	79	48	229	175	204	1017	37	164	165
April	9	302	81	55	254	176	295	1163	32	180	246
May	12	286	108	57	232	104	246	1033	38	129	217
June	15	279	96	51	221	87	245	979	28	148	160
July	11	301	99	44	213	137	276	1070	16	117	216
August	13	282	77	47	206	126	195	933	18	161	159
September	16	243	70	49	324	139	216	1041	17	211	205
October	10	304	61	48	349	145	193	1100	28	162	196
November	6	229	37	39	247	118	112	782	33	112	131
December	10	207	51	42	240	88	163	791	18	138	168
YTD	155	3219	924	574	2941	1525	2581	11764	310	1810	2181

Closed	
Jan	1, 20 - Holiday, 7 Closed weather - 9th & 30th limited rides 2/17 Holiday, 2/21 Weather
Feb	4th Weather
March	5/26 Holiday
April	19th
May	4th
June	13, 14, 15
July	1st
Aug	11, 27, 28 Holidays
Sept	3rd snow, 24 & 25 holiday
Oct	
Nov	
Dec	

As of Nov 2025	
Total Registered Riders	575
Total Riders using program	274

VOA Dining Room Program										Meals on Wheels Program									
Month	Meals served in Dining Room	Meals Delivered	Total Hot Meals	2-Meal Boxes	Total 2-Meal Boxes(2x)	Total amount of Meals	Clients receiving meals	New clients added	Households served	Clients receiving meals	New Clients Added	Clients Discontinuing Service	Boxes Delivered	Total meals (box 5X)	Breakfast	Total Breakfast X5	Total meals		
Jan	253	135	388	53	106	494	56	9	58	64	4	14	145	725	0	0	725		
Feb	329	200	529	59	118	647	71	7	51	61	6	2	153	765	0	0	765		
Mar	320	218	538	71	142	680	83	1	44	54	3	7	134	670	66	330	1000		
Apr	366	243	609	68	136	745	88	6	44	54	2	2	168	840	72	360	1200		
May	345	220	565	83	166	731	80	7	42	49	4	4	159	795	56	280	1075		
Jun	293	158	451	50	100	551	83	0	46	54	6	3	138	690	49	245	935		
Jul	364	214	578	74	148	726	80	7	46	54	3	3	173	865	46	230	1095		
Aug	264	157	421	55	110	531	80	8	50	60	4	4	145	725	44	220	945		
Sept	336	207	543	64	128	671	85	5	52	61	3	4	179	895	21	105	1000		
Oct	320	194	514	54	108	622	90	3	48	56	7	3	179	895	20	100	995		
Nov	254	131	385	55	110	495	100	6	51	59	4	0	136	680	20	100	780		
Dec	259	168	427	58	116	593	85	1	44	50	2	2	172	860	19	95	955		
VTD	3703	2245	5948	744	1488	7486	981	60	576	676	48	48	1881	9405	413	2065	11470		

weather closure 1-7

closed 6-19

closed 8-14, no MOW
 breakfast only once a r
 no MOW boxes on 10-;
 closed 11-11 and 11-2;
 closed 12-25

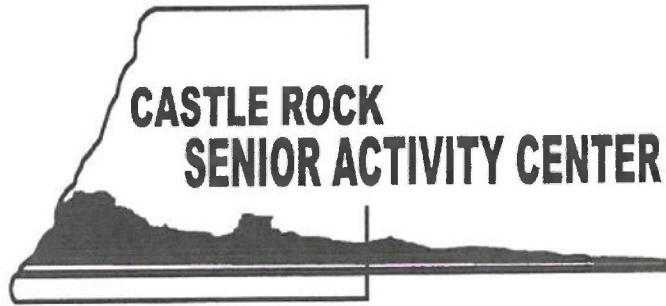
Breakfast boxes began 3/11/25

Closed 3/4 due to weather

Closed 1/7 & 1/9 due to weather

Closed 6-19 for Juneteenth holiday

Closed 8-14 for Maintenance



Connect & Care Calls 2025				
Month	Total Calls Made	Unduplicated Clients	New Clients Added	Volunteers Making Calls
January	170	37		17
February	164	37		17
March	183	37		18
April	173	36	1	19
May	151	37		18
June	156	35		20
July	155	33		18
August	143	31		19
September	132	30		19
October	127	30	1	17
November	121	30	1	17
December	123	29	1	18
YTD	1798			

Closed for 3 days- annual Maintenance

Douglas
County 
Community
Foundation

2025
ANNUAL
REPORT

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3 Message from the Executive Director

4 Our Story

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7 Statement of Financial Position
& Statement of Activities

8 Acknowledgments



Message From the Executive Director

2025 was a year of growth and opportunity for the Douglas County Community Foundation (DCCF). We enhanced support of our nonprofit partners tackling Douglas County's biggest issues, providing them additional resources and granting support.

We successfully distributed more than \$275,000 to qualified 501(c)(3) organizations serving the Douglas County community. These grant funds helped older adults find connection over meals; the intellectual and developmental disabilities (IDD) community embrace unique care; veterans and first responders be honored and celebrated, and youth mental health initiatives remain a priority.

We strengthened our partner coalitions and initiatives through leadership and expertise, and transformed into a more sophisticated philanthropic hub for our donors and partners. We diversified our portfolio options to accept gifts of stocks and real estate, created a fee-for-service model for our partnerships, and held our first nonprofit symposium.



DCCF revived and digitized our quarterly newsletter, elevating our brand while sharing stories of generosity and spotlighting our nonprofit partners. We increased public engagement and community outreach, growing our online visibility and social media presence.

I am proud to lead this organization and am grateful to the Douglas County community for placing their trust in DCCF. And, I want to thank our accomplished board and professional staff for their steadfast leadership and support.

We look forward to a year of continued success and building a sustainable legacy of philanthropy in Douglas County.

A handwritten signature in dark ink that reads "Kirsten Swanson-Moore". The signature is fluid and cursive, written in a professional style.

Kirsten Swanson-Moore
Executive Director
Douglas County Community Foundation



Our Story

As a community foundation, DCCF's role as a grantmaker, a resource and a purpose-driven philanthropic tool have never been more relevant. We are dedicated to improving the lives of people in Douglas County, bringing together financial resources from individuals, families and businesses to support qualified nonprofits within the community.

OUR MISSION

To provide leadership and responsible stewardship of philanthropic resources to strengthen our community and enrich the lives of every resident in Douglas County.

OUR VISION

To cultivate a community where people elevate one another and have the resources and support to live a healthy, engaged and fulfilled life.

OUR COMMITMENT

To responsibly manage philanthropic contributions, maintain agile funds and serve as a conduit in emergencies, inspire local giving, and provide resources and support to local nonprofit organizations serving the needs within our community.

2026 PLANS

DCCF's legacy of impact in Douglas County will continue well into the future. In 2026, we will launch both an endowment campaign aimed at raising funds to impact our mission, and a formal donor advised fund (DAF) program for philanthropists seeking to engage financially in their community.

This place-based giving strategy will inspire and engage Douglas County donors to support the causes that hit closest to home. These initiatives align DCCF with the most independent, successful and sustainable foundations in Colorado. And, we believe this is exactly what Douglas County deserves.



Grantmaking

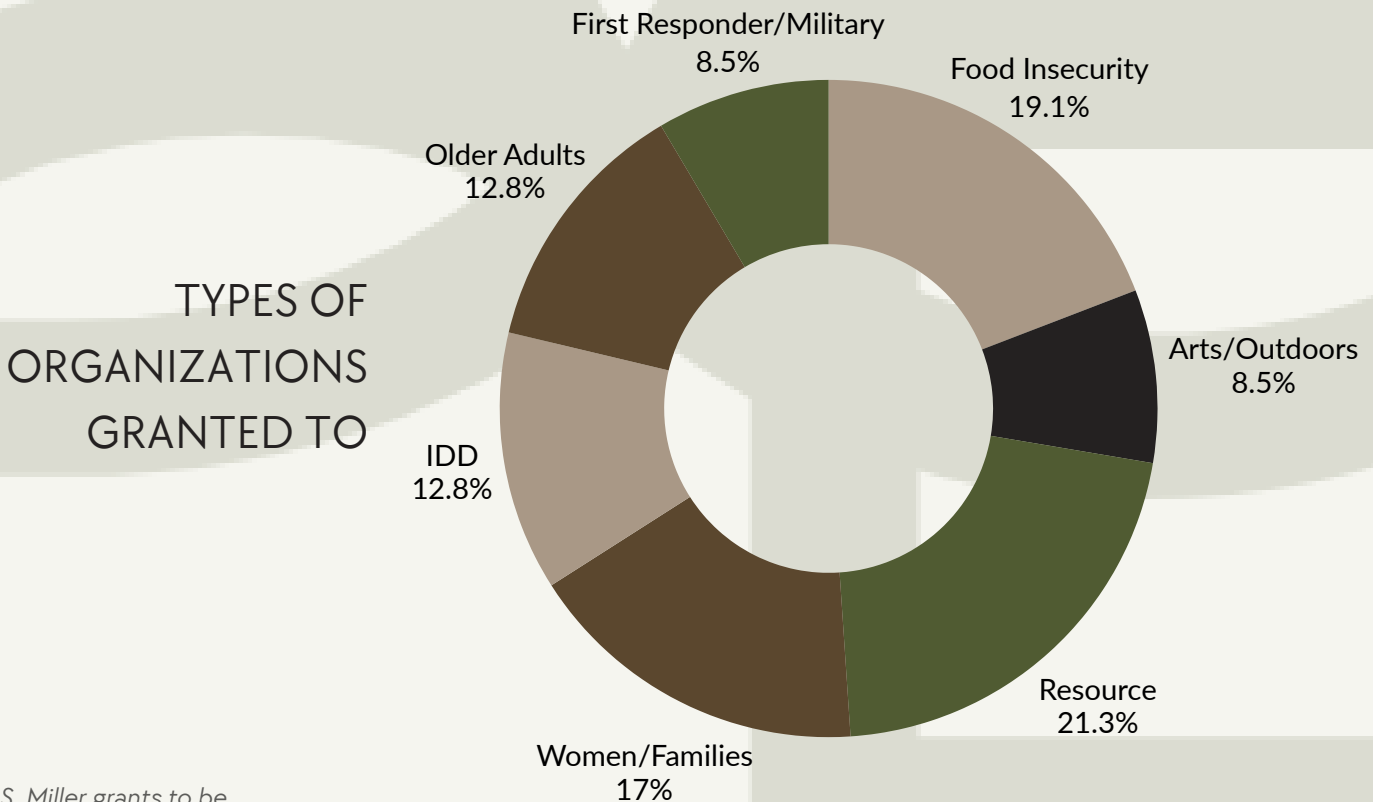
In 2025, DCCF awarded \$278,410 in grant funding to local Douglas County nonprofits over the course of four cycles open from January through December. More nonprofits applied than ever before, and, in return, we distributed more funding than in previous years.

DCCF also received \$400,000 in restricted funds from the Region 12 Opioid Abatement Council for allocation and distribution to opioid use disorder and substance use disorder organizations facing emergency situations in Douglas County. This new agreement was our first fee-for-service partnership.

The Douglas Has HEART Fund – which DCCF administers in joint partnership with the Douglas County Homeless Initiative – granted funds to three qualified organizations, doubling the amount from 2024. The Community Emergency Relief Fund (CERF) grew to more than \$700,000, positioning DCCF as an agile resource in case of an emergency in Douglas County.

GRANT PROGRAM DISTRIBUTIONS

Philip S. Miller Grants	\$195,000
Douglas Has HEART Fund	\$5,000
DCCF Impact Grants	\$78,410



*Philip S. Miller grants to be distributed in 2026.



Feature: Nonprofit Symposium

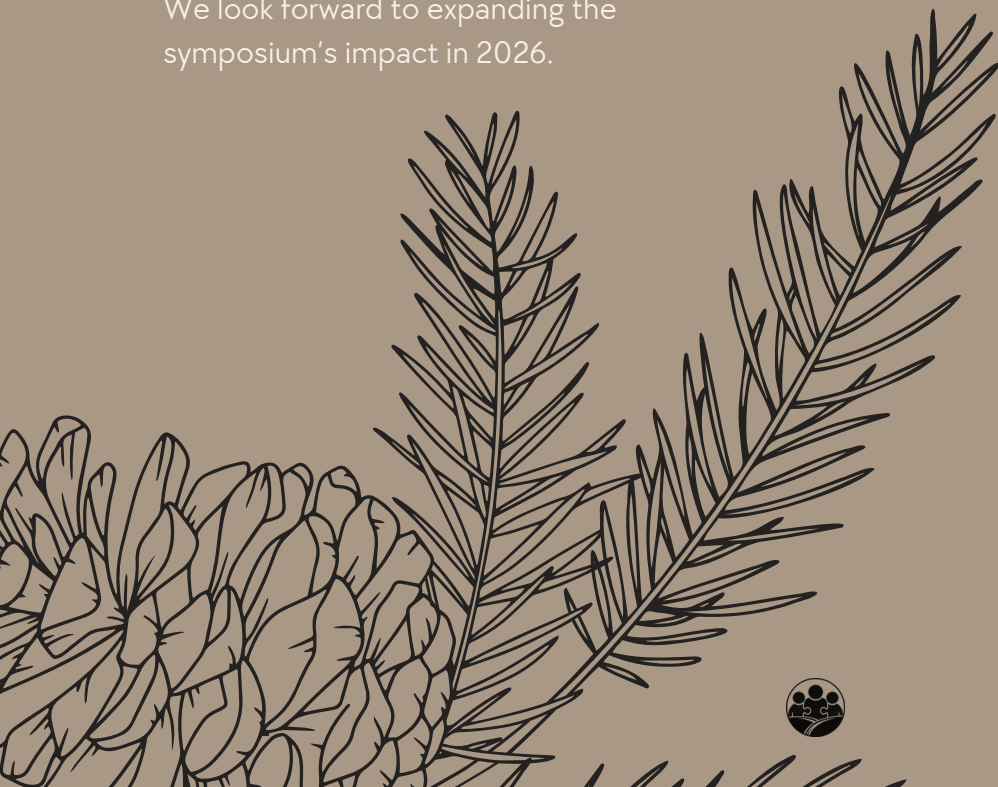
In service to our nonprofit partners, DCCF hosted its inaugural Nonprofit Symposium in 2025. This event welcomed more than 100 nonprofit professionals, volunteers and philanthropists who came together for a day of education and collaboration.

Attendees connected with subject-matter experts through curated interactive panel discussions and Q & A opportunities.

Nonprofits and panelist also had an opportunity to connect over breakfast and lunch, learning about each others challenges, needs and success stories.

The day closed with an inspirational keynote speaker from a local nonprofit organization.

We look forward to expanding the symposium's impact in 2026.



Statement of Financial Position

ASSETS

Cash	\$ 459,552.43
Investments	\$ 1,293,247.19
Other Assets	\$ 268,071.16
TOTAL ASSETS	\$ 2,020,870.78

TOTAL LIABILITIES	- \$ 24,130.72
NET INCOME	\$ 747,894.79
TOTAL EQUITY	\$ 2,045,001.5

TOTAL LIABILITIES & EQUITY	\$2,020,870.7
---------------------------------------	----------------------

Statement of Activities

INCOME

Contributions	\$777,322.69
Investment Returns	\$25,092.91
Fundraising Event Income	\$507,679.59
TOTAL INCOME	\$1,310,095.1
TOTAL EXPENSES	\$562,190.41

NET INCOME

\$747,894.79



WE THANK YOU

for your continued support of

OUR MISSION

2025 BOARD DIRECTORS

Tierney Aldridge	Felicia Jenkins
Steven Crawford	Andy Jones
Kay Dry	Rob Osborn
Chris Elliott	Tera Radloff
Marco Fields	Wynne Shaw
Sara Goodwin	Justin Vaughn
James Holmes	Linda Watson
James Huffman	Terri Wiebold
Lawrence Jacobson	Tom Wiens

EX OFFICIO DIRECTORS

Mike Dell'Orfano
Mayor Pro Tem Jay Carpenter
Mayor Tracy Engerman
Mayor Jason Gray
Commissioner Abe Laydon
Mayor Josh Rivero
DCSD Becky Myers
Sheriff Darren Weekly

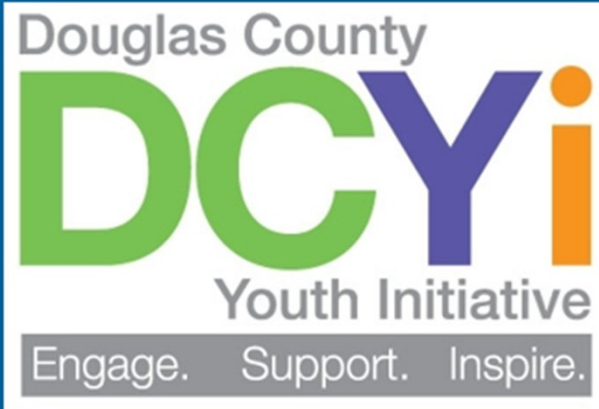
NONPROFIT GRANT RECIPIENTS

About Face Media	Firefly Autism	Step Seven Ministries
Adam's Camp	HEART Team	Sunday Salmon
Aging Resources of Douglas County	Help & Hope Center	Paul's Mystery Ship to End ALS
Beyond the Badge	HR Backcountry Wilderness Area Fund	Tall Tales Ranch
Crisis Center	Magpie Art Center	The Third Place for Kids
DC Christian Counseling	Nourish Meals on Wheels	The Happy Crew
DC Land Conservancy	Parker VFW Post 4266	Tri Arts Project
Easterseals Colorado	SECOR Cares	
Feel the Beat		

**Philp S. Miller Grants Delayed to 2026*

IMPACT PARTNERS

Aloha Fund	Indigo Oak Fund
Castillo Family	Klobetanz Family
City of Castle Pines	Kraemer North America
City of Lone Tree	Sterling Ranch Corporation
Douglas County Board of County Commissioners	Swanson Family Foundation
Douglas County Economic Development Corporation	Town of Castle Rock
HCA HealthONE	



Douglas County Youth Initiative Report



Advisory Board

- City of Lone Tree Councilmember Jay Carpenter
- Douglas County Commissioner & DCYI Chair Abe Laydon and Special Projects Manager Maureen Waller
- Douglas County Libraries Trustee and Community Services & Partnerships Manager Jaime Gotlieb
- Douglas County School District Director Becky Myers and Dr. Stephanie Crawford
- Highlands Ranch Metro District Director Rita Scaledo
- Town of Castle Rock Councilmember Tim Dietz
- Town of Parker Councilmember Brandi Wilks
- City of Castle Pines Councilmember Chris Eubanks



Youth Initiative Programs

- WrapAround
- Truancy Project
- La Liga
- Youth Awards
- Youth Congress
- Connections: Mental health action - DC Forums
- DC Youth Commission



DCYI has two main programming areas: Youth Leadership/Youth Development and helping at-risk families via our WrapAround program

WrapAround: Saving Families, Saving Costs

- Free
- Voluntary
- Work with families with youth ages 5-21
- Work in the home for 12-24 months
- Working to keep kids, safe, healthy, and remain in the home
- Get to know the whole family PLUS their neighbors, friends, relatives, teachers, doctors, etc.
- Bring a TEAM together to assist families working through problems keeping them stuck, or if they are involved with an outside agency, such as courts, law enforcement, suspension, expulsion, etc.
- Clients: Self-referral or from an agency; mostly DCSD schools and Human Services/Child Welfare
- Review each family on a scale of 10 life domains to understand their needs and foster success
- Alternative to other systems
- Trained Facilitators work with families for 1-2 years, in their homes, to offer support, and to also model effective behavior techniques.
- When WRAP begins working, families present with a 60-70% involvement with significant stressors. On average, WRAP can reduce that to 25%.



WrapAround Family

The family was referred to WrapAround Services due to ongoing school attendance concerns for Sue, compounded by the death of her mother. Sue currently has a truancy rate of approximately 30%, though some improvement has been noted since WRAP has become involved. Her father, who is retired, has struggled with ensuring Sue attends school on time each day. WrapAround staff have reiterated the importance of daily, on-time attendance with Dad on multiple occasions.

Services and Interventions Provided

WrapAround meets with the family biweekly and provides daily morning text check-ins with Dad to confirm Sue's school attendance.

Parenting Support:

Dad has expressed difficulty with parenting and managing expectations following the loss of his wife. WrapAround has provided guidance, encouragement, and education to help him better support Sue.

Counseling and Grief Support:

Counseling was identified as a critical need due to the death of Sue's mother. Sue is currently engaged in therapy. WrapAround strongly believes in-home grief therapy for both Dad and Sue would be beneficial to help them process their shared loss in a supportive environment, and is working on arranging this.

CASA Coordination:

Given the long-standing truancy concerns, WrapAround assisted in coordinating a CASA mentor for Sue. Initially, the family did not respond to outreach calls, as they were unfamiliar with the caller. WrapAround facilitated direct introductions and attended meetings to ensure engagement. Sue is now actively participating and enjoying her relationship with her CASA mentor, which is expected to support her confidence and emotional well-being.

School Advocacy:

WrapAround staff have visited Sue's school multiple times to facilitate meetings, clarify next steps, and ensure Dad understands how best to support Sue academically and emotionally.

Benefits and Systems Navigation:

WrapAround assisted Dad in completing Medicaid paperwork and helped the family establish Social Security benefits following the death of Sue's mother.

Additional Referrals:

WrapAround completed the intake paperwork for Aspen Effect to further support Sue's emotional and behavioral health needs.

Current Status

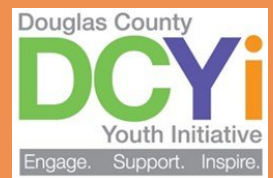
While attendance challenges persist, improvement has been observed. Sue remains in therapy and is engaged with her CASA mentor. Continued support, particularly grief-focused services for both Dad and Sue, is recommended to further stabilize the family and support Sue's long-term success.



DCYI Programs

Truancy: DCYI utilizes WrapAround principals and methodology for youth in court for truancy. To note, DCYI WRAP has been doing this for the past 10 years and has recently hired a WRAP Facilitator to work with families in court. WRAP is successful and has helped numerous youth attend Job Corps, gain their GED, or return to school.

La Liga: Senior and Junior programs, provides soccer for Spanish speaking youth, providing free uniforms, equipment, connection, and comradery.



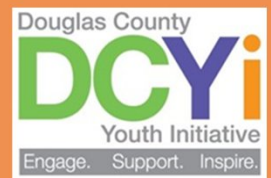
DCYI Programs

Outstanding Youth Awards: Spring

DCYI Advisory Board selects 10 outstanding youth who have overcome personal adversity and created positive change in their lives. Provides business, community and civic leaders an opportunity to honor youth that might not otherwise be recognized.

Youth Congress: Fall

Students work with community and elected officials to share their ideas and give feedback on issues pertaining to them. Held each year, high school students hear from subject matter experts on a variety of issues and then tackle these complicated problems. From unifying the teen curfew to growing opportunities to champion youth voice, students learn how challenging it is to problem solve and the difference they can make by working together.



DCYI Programs

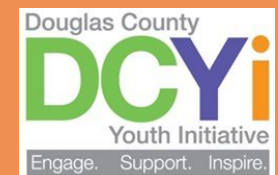
Educational Series

DCYI hosts Lunch-n-Learns on a variety of topics. DCYI uses youth and community input to identify current issues and invite speakers. Topics: Autism, Mitigating Negative Behaviors, Prevention of Teen Suicide, and Drugs in our Community.



DC Youth Forums

Advisory Board Elected and Appointed leaders have prioritized speaking to youth. One of the best ways to do this, to hear the pros and cons, the gaps, and the needs, is to speak with youth directly, via “A Forum for Youth.” And where best to do this? In the schools where kids are! In 2022-23, Advisory Board members visited five schools to have casual and informative conversations with youth!





Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 7. **File #:** ID 2026-022

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, Director of Castle Rock Water

Castle Rock Water briefing on: 1) Water Quality Maintenance update; 2) Drought update, and 3) Douglas County Water Plan and Town comments

Executive Summary

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



STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Title: **Update to Town Council on the Draft Douglas County Water Plan** [*Impacting the Entire Area of Douglas County*]

Executive Summary

The Douglas County Water Commission (Commission) was formed in 2024 to create a 2050 Douglas County Water Plan (Plan). The Commission hired Forsgren Associates, Inc. through a competitive process to complete the Plan for \$578,360. Key takeaways from the first draft of the Plan include:

- County is expected to grow from 400,000 to approximately 550,000 people with total water use currently around 73,000-acre feet (AF) per year and projections for future use at 102,000 AF per year.
- Summary data for all but two of the existing County water providers was collected and is summarized in the report, although Castle Rock Water (CRW) did identify mistakes in the presentation of our data which will be corrected.
- Available non-renewable groundwater supplies in the County using modern technical approach and data exceed expectations based on current State law required technical evaluations to the tune of approximately 36% (a good thing).
- Approximately 25 draft recommendations have been provided for the County as part of the Plan, some of which CRW supports. CRW's main comment on the recommendations is that the County should defer to water providers when a recommendation relates to their service area, see **Attachment A**.

The schedule and key remaining tasks for completion of the Plan include:

- Douglas County Water Commission Plan review meetings in February and March.
- Targeted focus groups with groundwater well users, water providers, developers and economic development organizations in 2026
- Launching of a public engagement webpage in Spring of 2026
- Hosting of a public Open House by the Douglas County Water Commission and the County Commissioners

- Adoption of the Plan by the Board of County Commissioners before the end of 2026 and currently scheduled for August.

Notification and Outreach Efforts

There are no notification and outreach efforts underway by the Town, beyond CRW's updates to Castle Rock Water Commission and Town Council.

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

This item was briefly reviewed with the Castle Rock Water Commission at the January 28, 2026, meeting.

Discussion

The 144-page draft Plan discusses a number of items including an introduction, public outreach, land use, water providers, projected water demands, water supplies, non-renewable groundwater, demands versus supplies, water management strategies, and recommendations.

Land use and its nexus with water planning is a primary issue addressed in the Plan. Many of the communities in Douglas County do not have combined water and land use planning under a single agency. Castle Rock is an exception to this reality, and it is a reason that Castle Rock is a leader in water conservation and Coloradoscaping.

Douglas County is projecting growth by approximately 150,000 citizens through the planning window of 2050. Job growth of 56,000 jobs is expected to further impact water needs. Changing climate, particularly increases in temperature, is expected to impact both demand and supply. Water conservation and water reuse, two areas where CRW is a statewide leader, are identified as important aspects of sustainability for County water supplies.

In summary, the draft Plan identifies a growth in demand of an additional 29,000 acre-feet per year of water supply. Current water provider estimates, according to the Plan, only identify about 17,000 AF of new water supply. However, total existing supplies appear to exceed even future 2050 demands.

This is likely primarily because of the excess non-renewable groundwater supplies available County wide, although the Plan does not identify where these excess supplies are located. The concern remains that renewable water supplies are not a large enough component of the overall water supply now or in the future. The Plan therefore identifies the need for regulations, policies and programs to help fill this gap. The County already has eleven key policies in its 2040 Comprehensive Master Plan. These policies provide an excellent framework for the County and will be revisited as a result of the Plan.

The Plan summarizes the water providers in the County. There are 31 existing providers, 24 of which submitted data for the draft Plan. There are three major providers including Castle Rock Water, Parker Water and Highlands Ranch Water which use in excess of 10,000 AF per year and serve about 68% of County residents. There are eight medium providers, and the rest of the providers are considered small, using less than 1,000 AF per year.

Total estimated water demand in the County is currently roughly 73,868 AF per year. Average per capita use is much higher than that in Castle Rock (about 114 gallons per capita per day) at 167 gallons per capita per day. The largest use category in the County is residential making up about 66% of the total followed by commercial at 13%, irrigation at 10%, and multifamily at 9%. 2050 demand is estimated in the Plan to be 102,000 AF per year with County population going from 400,000 to 550,000. According to the draft Plan, roughly 52% of water supplies used in the County are renewable or reusable with the remaining 48% coming from non-renewable groundwater.

In chapter 7 of the Plan, Forsgren provided a comprehensive review of available non-renewable groundwater supplies in the County. There are approximately 10,500 wells in the County, 93% of which are low-capacity wells. Only about 10% of the non-renewable groundwater in the County is currently decreed. Total available paper non-renewable groundwater is around 710,000 AF per year.

Water management strategies are reviewed including water conservation, water-wise landscaping (Coloradoscaping), water reuse, and conjunctive use (balancing renewable supplies and using non-renewable supplies to supplement in periods of drought).

The final section of the Plan addresses recommendations going forward. As noted in the Executive Summary section, CRW provided comments on these recommendations for the County to use.

Overall, the first draft of the Plan needs comprehensive editing. The section on non-renewable groundwater is well-developed, but the rest of the Plan lacks details and critical information.

Major components currently missing from the draft Plan include sections on the current and future mix of non-renewable groundwater supplies and renewable supplies, where non-renewable groundwater supplies are still available and untapped, what the renewable supply goal for the County as a whole should be, connectivity between water providers, water conservation and landscaping requirements used by the existing water providers, long term water plans for existing water providers (e.g. do other providers have a Water Resources Strategic Master Plan like Castle Rock) and what high level projects those plans include, and regional partnerships between the existing water providers (existing and future potential).

Drawings should be added to the Plan showing where non-renewable groundwater supplies are still untapped as a resource for existing water providers and future areas of development. Additionally, drawings should be added to the Plan of existing and future planned connections between the existing water providers as well as identifying other opportunities to connect water providers to create emergency redundancy and reliability. Water conservation, landscaping requirements, water reuse, and conjunctive use should be identified at a high level for each water provider to get a better sense of who already has these important management strategies in place.

A whole section of the Plan should identify large long-term water projects for renewable water supplies currently being planned and implemented by water providers. Examples of huge

projects which could attract additional investment or create regional partnerships being implemented by Castle Rock include the Chatfield Pump Back and the Box Elder Project.

Regional partnerships involving the various Douglas County water providers like the South Metro Water Supply Authority, Chatfield Reservoir, WISE, Cherry Creek Project Water Authority, Rueter Hess Reservoir, the Platte Valley Water Partnership, the Sedalia lift station and force main (partnership between Castle Rock and Douglas County), and the Plum Creek Water Reclamation Authority should be discussed in a full section of the plan along with additional opportunities for regional partnerships to share infrastructure and lower costs for existing and future residents.

Budget Impact

There is no immediate budget impact to CRW. A few of the recommendations from the Plan advocate for the County to support existing water provider turf removal programs and renewable water infrastructure with financial resources. As a result, the Plan could have some limited positive impacts to CRW's budget.

Staff Recommendation

CRW recommends providing input to the County on the draft Plan, especially on the recommendations, see ***Attachment A***.

Attachments

Attachment A: Comments on the draft Plan for County consideration
Attachment B: Douglas County 2025 Usage

Attachment A – Comments on Douglas County Water Plan

Lauren Pulver | Planning Manager
Douglas County Department of Community Development
Planning Resources
Address | 100 Third St., Castle Rock, CO 80104

RE: First Draft of the Douglas County Water Plan

Dear Lauren,

Castle Rock Water (CRW) appreciates Douglas County reviewing water resource needs on a County wide basis. We wanted to provide input on the first draft of the Douglas County Water Plan (Plan) for consideration ahead of the next revision. CRW's comments are intended as suggestions to strengthen the value of the Plan both to the citizens, the County and the existing water providers in the County. CRW has generally been attending the meetings of the Douglas County Water Commission (Commission) and looks forward to upcoming planned focus groups with the Commission on the Plan. We are providing these comments well ahead of those focus groups for consideration. The comments provided herein cover two aspects of the Plan. First, global comments on the Plan sections and topics and second detailed feedback on proposed recommendations in the draft Plan. Our team is working directly with Forsgren Associates, Inc. to correct and edit data and information relating to sections on Castle Rock Water.

Global Plan Comments

Major components currently missing from the draft Plan include sections on the current and future mix of non-renewable groundwater supplies and renewable supplies, where non-renewable groundwater supplies are still available and untapped, what the renewable supply goal for the County as a whole should be, connectivity between water providers, water conservation and landscaping requirements used by the existing water providers, long term water plans for existing water providers (e.g. do other providers have a Water Resources Strategic Master Plan like Castle Rock) and what high level projects those plans include, and regional partnerships between the existing water providers (existing and future potential).

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CRW can provide details on aspects of all of these major components as they relate to CRW for the Plan.

Comments on the Draft Plan Recommendations

Douglas County should start the recommendation section with a blanket statement that the recommendations in the County Water Plan defer to policies in place for water districts and municipal water suppliers already operating in the County and that policies in place in the service areas for these entities control. Where possible, the County should seek to align any policies that come from the recommendations in the Water Plan with the existing water providers in the County. The remainder of this letter provides more detailed input on the draft recommendations from CRW. Each recommendation is addressed in order. Note that the recommendations in the draft document were not numbered correctly and so Castle Rock Water has updated the numbering in order.

RECC 1: Lot Size Reductions

CRW's data on this issue indicate that lot size is less important than irrigable area or irrigated area in determining water use. Minimizing septic systems and connecting development to centralized sewer can help water providers reuse water supplies to extinction. Lot size reductions decrease the cost of water and sewer infrastructure required to serve new development by shortening distances that these underground lines must be run. CRW believes a policy direction that reduces irrigable area or irrigated area and promotes connection of new development to centralized sewer will provide more benefit to water supply than simply reducing lot size.

Future Development Patterns

RECC 2: Increase Multi-family Zoning

While CRW's data does show that multi-family units use less water generally than single family homes, the difference in usage is much smaller given CRW's Coloradoscape ordinance. Further and regardless of the landscaping increasing multi-family zoning and density does not mean that the total amount of water supply needed to serve an acre of developed land will be reduced. For example, assuming 4 single family homes per acre at 0.4 acre feet of water per year (1.6 acre feet of water per year) and 20 apartments per acre at 0.2 acre feet of water per year (10 acre feet of water), the apartments use far more water than the single family homes. In addition, expanding density to increase the number of dwelling units per acre only increases the total water supply required.

RECC 3: Establish Priority Growth Areas

CRW agrees with this recommendation. Identifying these areas will allow existing water providers to determine the best way to serve these areas going forward.

RECC 4: Minimize Private Wells

CRW agrees with this recommendation. This will ensure that citizens of the County have access to renewable water supplies and are not reliant on non-renewable groundwater wells which could run dry. CRW believes this RECC should also include minimizing private septic systems. These systems make it difficult for water providers to reuse their water supplies to extinction as the water going into septic systems is not easily recoverable.

Landscaping

On a global basis, CRW suggests that the term “Coloradoscaping” be used for “Water-wise landscaping”, “xeriscaping” and other similar terms. Coloradoscaping is the current wording of choice on the front range and this term started in Douglas County in Castle Rock.

RECC 5: Enhance Landscape Plan Provisions

CRW recommends that instead of developing separate landscape provisions that the County adopt Castle Rock’s landscape requirements by reference or the model landscape code being developed by the South Metro Water Supply Authority. This will help align landscape requirements across the County making it easier for developers to implement.

Irrigation

The recommendations in this section are more challenging and nuanced because they cross the lines between land use authority and water use authority. In the case of CRW, Castle Rock has authority over both land use and water use and already has strict water conserving rules and regulations covering both of these items in place. This may not be the case for other areas of the County. In the Town of Parker for example, the Town has land use authority, but Parker Water has water use authority.

RECC 6: Irrigation Ordinance

Since the County is not currently a water provider, the creation of this type of ordinance may not make much sense. Regulating private well irrigation could also be problematic. CRW supports the desired outcome of this recommendation, but CRW is not sure that an ordinance or strict regulation will work in every jurisdiction in the County. Many of the water providers in Douglas County already have requirements in place. Instead of creating an ordinance, CRW suggests that the County provide minimum recommended requirements for all water providers that they could adopt if they do not already have requirements in place instead of trying to create an ordinance. CRW offers that the County is welcome to utilize the irrigation rules and regulations that CRW has put in place rather than creating new rules and regulations. Alternatively, using the rules and regulations of one of the other big County water providers could also be a good model that the County could use as a minimum standard for water providers that do not already have something in place.

Since we are a home rule municipality, rules put in place in Douglas County could result in confusion with Castle Rock residents with some incorrectly thinking Douglas County rules would override our local requirements.

As noted, Castle Rock Water does have an ordinance in place and it works in conjunction with our Water Use Management Plan, available here [Castle Rock Water Water Use Management Plan](#). The ordinance language is available in Castle Rock code sections 13.15.020, 030 and 050. CRW has the strictest rules in the State. We do not allow watering after 8 AM or before 8 PM. There are many other details available in the attached plan and the code section.

RECC 7: Irrigation Plan Reviews

CRW again supports the desired outcome of this recommendation. CRW already has a very detailed process in place to review and inspect new landscaping and an entire Landscape and Irrigation Criteria Manual which is used for irrigation plan review. For areas of the County that do not already have irrigation plan review processes in place, creating a model approach could be helpful. Where Douglas County is the land use agency, creation of this plan review process makes sense. CRW would offer that Douglas County is welcome to adopt the approach or parts of the approach used by CRW as well as our entire Landscape Irrigation and Criteria Manual if desired.

Development Review / Special Uses

RECC 8: Classifying Water-Intensive Land Uses

Since the County is not a water provider but is a land use agency, CRW believes it makes more sense to coordinate with the water provider on whether a land use proposed in the County will create a water supply issue instead of creating a new regulatory scheme for certain types of development. If the existing water provider can provide the service, then the water provider can provide a will serve letter and will get the system development fees (impact fees) associated with that development. Perhaps more applicable is for the County to put in place regulations that these types of uses should not be allowed to develop off of non-renewable groundwater wells and should be required to be served by an existing water provider with access to renewable water supplies.

RECC 9: Mitigation for Recharge Exceedance

This recommendation seems very complicated and needs more explanation before CRW can comment on it.

RECC 10: Graywater Program Permanence

CRW has had an ordinance allowing “CRW approved graywater systems” since 2018. We have incentivized one pilot project, and the company that provided those systems has gone out of business. The systems have had mixed reviews from the 29 customers involved in the pilot. At this point, CRW believes the only thing that needs to be done is to allow for a pathway to “approved” graywater systems. Any proposed system would need to go through an approval process. This is not an area where significant investment in time and resources is worthwhile currently.

RECC 11: Stormwater Collection Requirements

CRW does not think that requiring this for all new developments in the County based on the current state of the art for large scale rain water harvesting makes sense. The County could certainly encourage or allow proposed developments to consider stormwater collection as part

of their approach to water use on the site. Ultimately, CRW believes any rain water harvesting should only be allowed if it meets the requirements of the water provider for the development.

RECC 12: Update Building Codes for Conservation

CRW generally supports this approach and has already adopted a code for toilets that goes beyond requirements in national model plumbing codes. CRW now requires ultra-high efficiency toilets in all new single and multi-family residential buildings (see 4.06.010), which toilets shall not exceed 0.8 gallons per flush if tank-style or 1.0 gallon per flush if flushometer style.

RECC 13: Bonus Density Zoning

CRW doesn't support this recommendation as it will offset water savings achieved from water conservation practices with more density defeating the purpose of the water conservation practice.

RECC 14: PUD Conservation Requirements

CRW would support requiring elements which increase open space and include Colorascaping. Due to the questionable status of the costs and benefits of rain water harvesting and graywater systems, CRW does not believe these should be required but they certainly could be allowed.

County Infrastructure / Protocols / Procedures

RECC 15: Tiered Irrigation Program

CRW supports this recommendation. Since many Douglas County facilities are in Castle Rock Water's service area, Douglas County might qualify for Colorascaping rebates of \$3.25/square foot to remove high water using turf. We would also recommend reaching out to our Water Conservation team to see how we may be able to assist Douglas County's team in implementing this recommendation. Attached is a list of water use for Douglas County facilities in Castle Rock.

RECC 16: Soil Amendment Application

CRW supports this recommendation. We would suggest Douglas County use our existing specifications instead of creating new specifications. CRW's requirements are included in our Landscape and Irrigation Criteria Manual which is available here, [Landscape and Irrigation Criteria Manual](#)

In short, CRW's requirements are, "incorporate organic amendment at rates meeting or exceeding **4 yd³ per 1,000 sq ft**, tilling to at least **6 inches**, and adjust amendment volumes based on soil texture and laboratory test results to achieve measurable improvements in soil water-holding capacity." See pages 35 and 36 of the Landscape and Irrigation Criteria Manual for more detail.

RECC 17: Rain Barrels

CRW is generally not in favor of this recommendation. CRW believes limited financial resources would be better used supporting turf removal programs. The impact of rain barrels is very small from a water conserving and stormwater standpoint. They are also dependent on proper maintenance and operation by individual homeowners. When not properly operated or

maintained, they further lose efficacy and can also become a source of nuisance mosquito populations.

RECC 18: Turf Replacement Program

Rather than creating its own turf replacement program, it would be much more cost effective for Douglas County to support existing programs. In exchange for this support, Douglas County might be able to bank water supplies with existing water providers that can be used to support future development in unincorporated Douglas County.

Restricting future turf grass installation, however, should be the first priority. It is much more cost effective to prevent the installation of high-water using turf in the first place, then to remove it and replace it with Coloradoscape after the fact.

RECC 19: County Buildings

CRW is generally supportive of this recommendation.

RECC 20: County Grounds and Infrastructure

CRW is supportive of this recommendation generally although some aspects of the recommendation may not make sense for the County like purple pipe for non-potable reuse since the County is not a water provider. Other items like permeable paving would probably need to be evaluated for cost / benefit.

RECC 21: Education/Social Media

CRW is supportive of more education and social media encouraging conservation. The message, where possible, should be coordinated with existing water providers to ensure consistency. Existing water providers may have existing messaging that the County could adopt and convey directly. CRW has a whole website devoted to conservation, for example, crconserve.com.

RECC 22: Participation in Regional / State Forums

CRW recommends key county staff participation in Colorado Water Congress.

RECC 23: Update 2040 Comprehensive Plan

CRW supports this recommendation.

RECC 24: Partner with Providers

CRW supports this recommendation and is already partnering with the County on the Sedalia lift station and force main project as one key example.

RECC 25: Support Provider Consolidation

Castle Rock Water generally supports consolidation within the County, but only if the smaller water provider wants consolidation. Castle Rock Water does not support making consolidation mandatory, but it is willing to help smaller providers when needed. Consolidation provides many benefits, economies of scale, larger influence in the water industry and legislation of water in the State, more technical and financial resources, and better ability to keep up with maintenance and regulations to name a few. Castle Rock Water does worry about using Federal, State and

local taxpayer money to bail out small providers which have not kept up with capital infrastructure replacement and maintenance or regulatory and water quality requirements as this can transfer some of the costs of the small system from the “users” of the system to the broader tax base which is not good. Castle Rock Water does believe the County should generally not allow new small water and sanitation districts to form to serve small developments. Instead, the County should require those developments to seek service from existing providers.

Closing

CRW appreciates the opportunity to provide feedback. If you have questions or would like more information on any of our comments, please do not hesitate to call or email.

Sincerely,

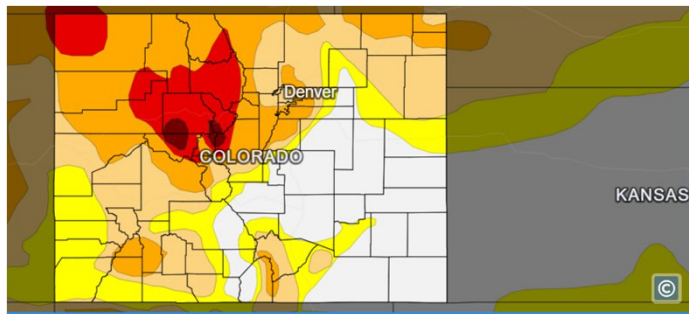
Mark Marlowe
Director, Castle Rock Water

Attachment

Account	Name	Address Number
4561	Douglas County Government Facilities	4000
7085	DC Government Resource Coordinator	500
4576	Douglas County Government Facilities	3030
7088	Douglas County	500
9026	Douglas County Government / Facilities	500
30655	Douglas County Libraries	100
11194	DC Government Resource Coordinator	410
2245	Douglas County Government Facilities	100
4575	Douglas County	3030
1422	Douglas County Government Facilities	301
4564	Douglas County	4400
23845	Douglas County Colorado	3026
7089	Douglas County	500
7090	Douglas County	500
1714	Douglas County Colorado	125
1575	Task Force Douglas Cty	1638
4577	Douglas County	2965
7091	Douglas County	500
1490	Douglas Lodge / Secretary	300
2247	Douglas County Government / Parking Garage	100

Address Street	Usage Year	Usage K/Gallons	Customer Class
Justice Way	2025	13,986	COMM IRRIGATION
Fairgrounds Dr	2025	1,101	COMMERCIAL
Industrial Way	2025	665	COMMERCIAL
Fairgrounds Dr - Events Center	2025	605	COMMERCIAL
Fairgrounds Dr	2025	540	COMM IRRIGATION
Wilcox St - B	2025	420	COMMERCIAL
Fairgrounds Rd	2025	370	COMM IRRIGATION
Third St	2025	363	COMMERCIAL
Industrial Way	2025	278	COMM IRRIGATION
Wilcox St	2025	201	COMMERCIAL
Castleton Ct	2025	159	COMMERCIAL
Industrial Way	2025	146	COMMERCIAL
Fairgrounds Dr - Kirk Hall	2025	104	COMMERCIAL
Fairgrounds Dr	2025	93	COMMERCIAL
Stephanie Pl	2025	93	COMM IRRIGATION
Park St	2025	55	COMMERCIAL
US Highway 85	2025	24	COMMERCIAL
Fairgrounds Dr Water Fountain	2025	22	COMMERCIAL
Wilcox St	2025	6	COMMERCIAL
Third St	2025	2	COMMERCIAL

CASTLE ROCK WATER DROUGHT UPDATE



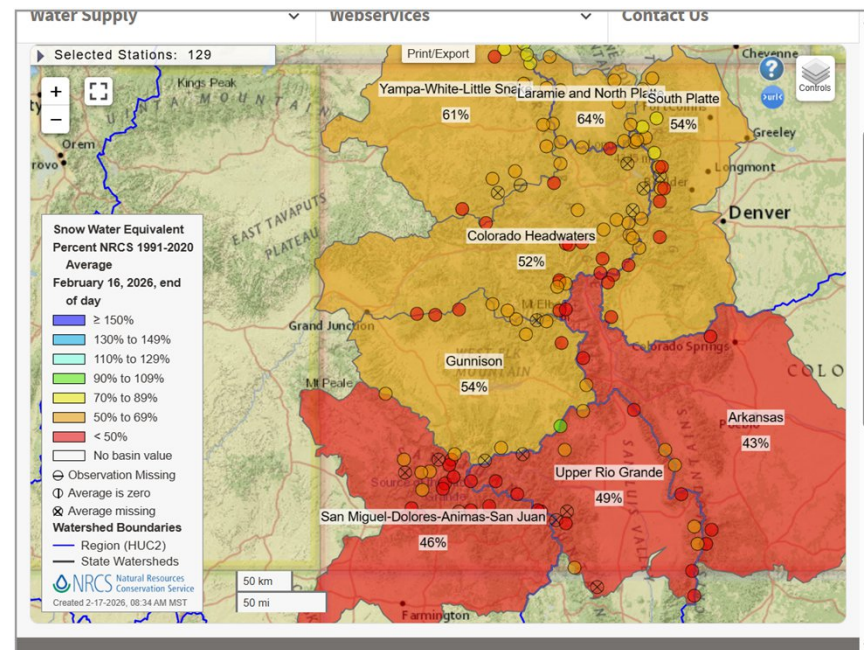
The location and intensity of precipitation uses 5 classifications: that may be going into or out of levels of drought (D1-D4). National Oceanic and Atmospheric Administration, and National Weather Service from these agencies rotate both physical indicators

Legend

Drought & Dryness Categories		% of CO
	D0 – Abnormally Dry	17.7%
	D1 – Moderate Drought	24.0%
	D2 – Severe Drought	22.5%
	D3 – Extreme Drought	8.4%
	D4 – Exceptional Drought	0.8%
	Total Area in Drought (D1–D4)	55.7%

Department of Agriculture to determine loan eligibility. Planning may use these air declarations and

FEBRUARY 17, 2026

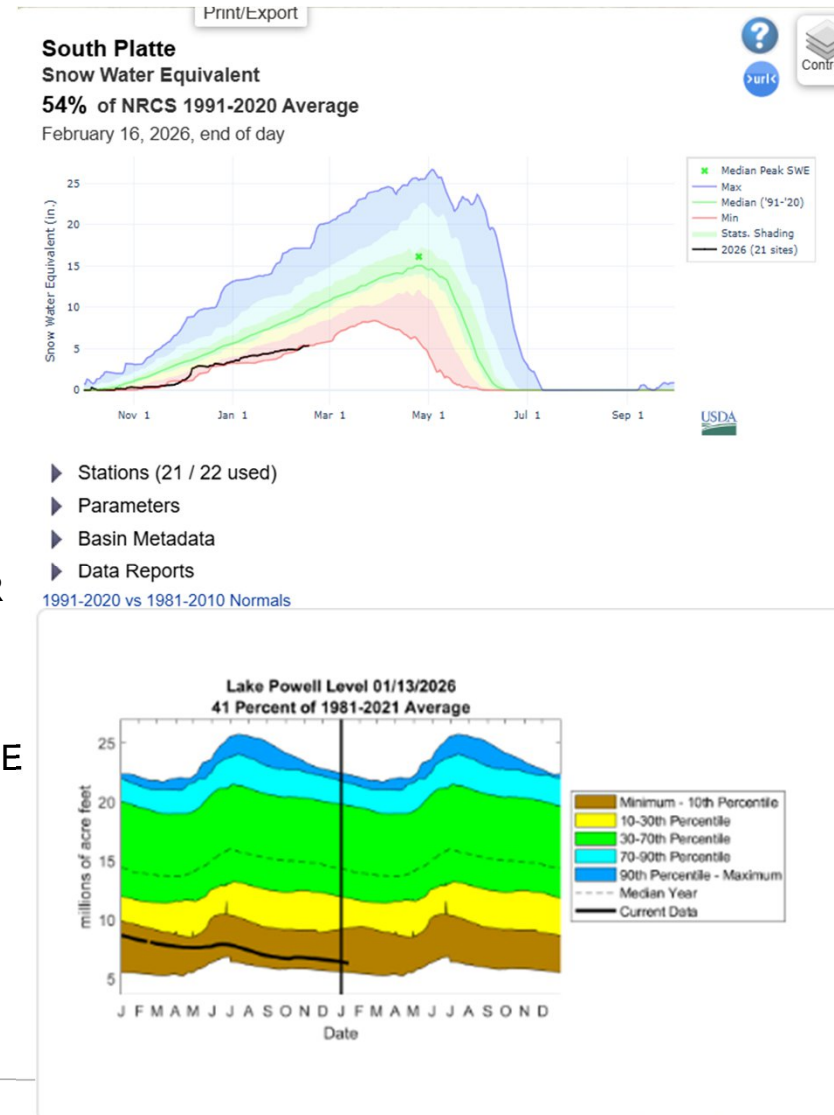


DROUGHT UPDATE

MOST RECENT STATUS

- SNOWPACK ACROSS THE STATE AT RECORD LOWS
- AVERAGE PEAK STATEWIDE OCCURS IN EARLY APRIL
- LOW SNOWPACK INCREASES THE RISK OF CUTS TO SUMMER WATER USE AND OF EARLIER AND MORE SEVERE WILDFIRES
- 8-14 DAY OUTLOOK BETTER CHANCE OF PRECIPITATION, SEASONAL OUTLOOK INDICATES EQUAL CHANCE OF AVERAGE PRECIPITATION & SLIGHTLY ABOVE NORMAL TEMPERATURES
- RESERVOIR STORAGE LEVELS VERY LOW FOR AURORA
- NEXT WATER MONITORING COMMITTEE MEETING 2/24/2026
- COLORADO RIVER ISSUES

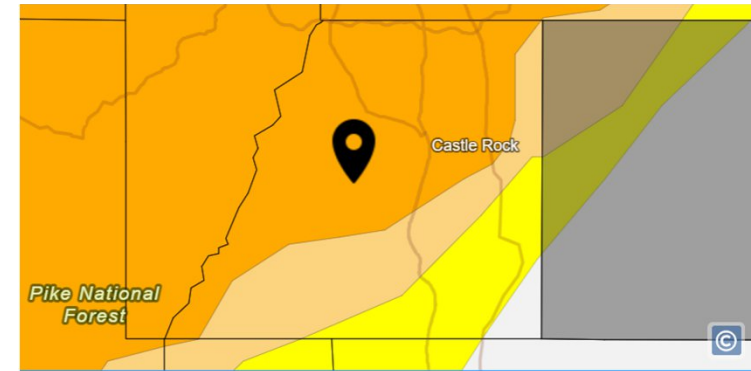
TOWN OF CASTLE ROCK
Excellence · Dedication · Service



DROUGHT UPDATE

MOST RECENT STATUS

- LOCALLY, HIGHEST MONTHLY TEMPERATURES NOVEMBER, DECEMBER, & JANUARY AT CASTLE ROCK WATER MONITORING LOCATIONS
- STREAMFLOW STILL OK LOCALLY BUT DROPPING
- GOOD NEWS, RESERVOIR STORAGE FOR CASTLE ROCK WATER – RECORD HIGH DUE TO CASTLE ROCK RESERVOIR 1 AND 2 COMING ONLINE
- [DROUGHT MANAGEMENT | CASTLE ROCK, CO - OFFICIAL WEBSITE](#), FOR UPDATES TO OUR LOCAL WATER SUPPLY INDEX



Legend

Drought & Dryness Categories

	% of Douglas County
 D0 - Abnormally Dry	16.38%
 D1 - Moderate Drought	27.03%
 D2 - Severe Drought	53.95%
 D3 - Extreme Drought	0%
 D4 - Exceptional Drought	0%
 Total Area in Drought (D1-D4)	80.98%

● Good ● Advisory ● Watch ● Warning ● Emergency ● Critical



CASTLE ROCK WATER

WATER QUALITY MAINTENANCE UPDATE

FEBRUARY 17, 2026



>

WQ MAINTENANCE

BACKGROUND INFORMATION

Since converting to chloramines in 2013, the CRW had not undergone a system-wide free chlorine conversion. Over time, all drinking water systems can develop a harmless biofilm buildup within pipes and storage facilities. These naturally occurring conditions can reduce disinfectant effectiveness if not periodically addressed.

A short-term free chlorine conversion:

- Restores disinfectant strength throughout the system
- Reduces biofilm growth inside pipes and tanks
- Helps prevent future water quality issues
- Supports long-term system performance

This maintenance activity was planned, carefully monitored, and conducted in accordance with state and federal drinking water regulations. Water quality was closely tracked throughout the process, and the system is scheduled to return to chloramines in May, which is CRW's standard disinfectant.

PERFORMANCE SUMMARY

WQ MAINTENANCE

Number of fire hydrants flushed:

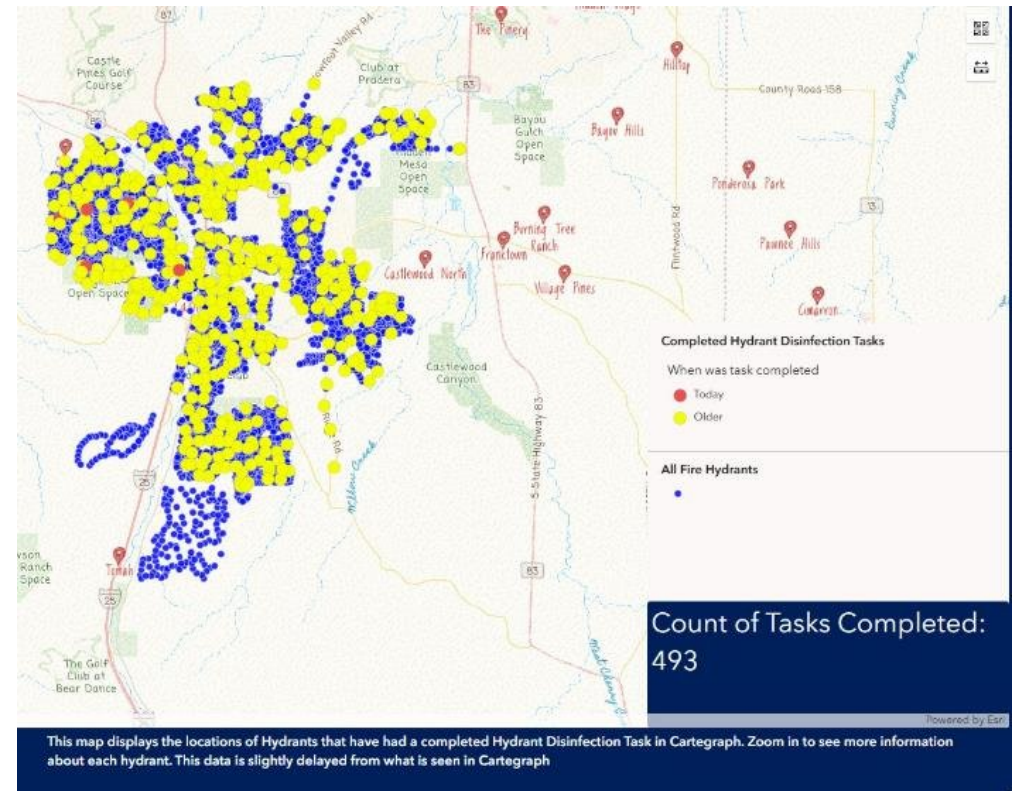
- 493 from 2/2 – 2/13

Amount of non-revenue water used:

- 3.4 Million Gallons (MG) through hydrant flushing
- 8.8 MG through tank draining
- 12.2 MG Total

Water quality samples taken: 308

Customer inquiries received: 150



STAFF RECOGNITION

WQ MAINTENANCE

Operations, Water Quality, Engineering, Customer Service, Customer Relations



COUNTY WATER PLAN

QUICK UPDATE

Key Findings

- 400,000 to 550,000 population growth expected through 2050
- 73k to 102k acre feet of water per year increase / 31 existing water providers – 24 submitted info
- 36% more groundwater expected to be available based on updated technical modeling of non-renewable groundwater
- 25 draft recommendations provided – some we agree with / some we don't

Key Recommendations from Castle Rock Water on draft plan

- Don't create ordinances, regulations or rules that are duplicative of water provider regulations or overstep water providers – defer to water providers
- current and future mix of non-renewable groundwater supplies and renewable supplies biofilm growth
- where non-renewable groundwater supplies are still available and untapped
- what the renewable supply goal for the County as a whole should be
- connectivity between water providers
- water conservation and landscaping requirements used by the existing water providers
- long term water plans for existing water providers (
- regional partnerships between the existing water providers (existing and future potential)



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 8. **File #:** ID 2026-023

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.



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

Crystal Valley Ranch Filing 14, Block 2, Lot 1 (former DCSD School Site) Site Development Plan



A Quasi-Judicial Site Development Plan (SDP) has been accepted for Crystal Valley Ranch Filing 14, Block 2, Lot 1, the former Douglas County School District site recently conveyed back to the developer. The property is approximately 21 acres and located north of Crystal Valley Parkway and west of Lake Gulch Road and is adjacent to Rhyolite Regional Park. The SDP proposes 112 single-family detached homes and 3.7 acres of open space. Access to the new neighborhood will be from Crystal Valley Parkway at Snow Goose Road and Fabled Oaks Drive. The property is in Councilmember Dietz's district.

New Pre-Application Meeting Requests

AlloSource



A pre-application meeting request was submitted by AlloSource seeking information on application and submittal requirements to move into an existing space at 1585 S. Perry Street. AlloSource is an organization that recovers, processes, and distributes human tissue for medical and surgical procedures that support patient healing in orthopedic, spinal, dental, and wound care. The proposed project is located southwest of the intersection of S. Perry Street and Rio Grande Drive, in Councilmember Dietz's district.

Comcast Fiber



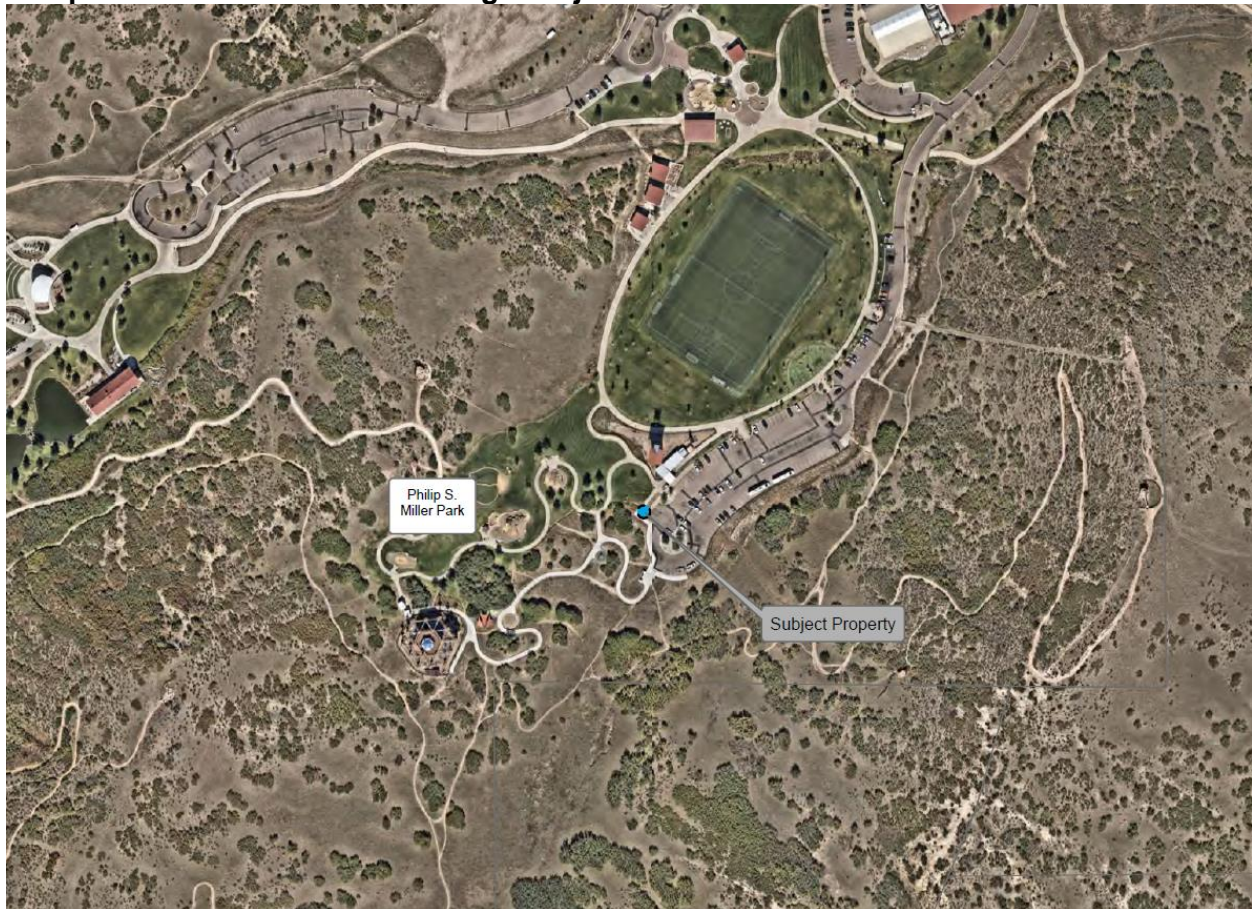
A pre-application meeting request was submitted seeking information on application and submittal requirements to install 2,800 feet of fiber in the Sapphire Pointe neighborhood. This installation would provide capacity relief for existing equipment in the area, ensuring better service and reliability for new and existing customers. The proposed project is generally located along Sapphire Pointe Boulevard, between Cinnabar Drive and Baguette Drive, in Mayor Pro Tem Cavey's district.

Dawson Trails Chick-Fil-A



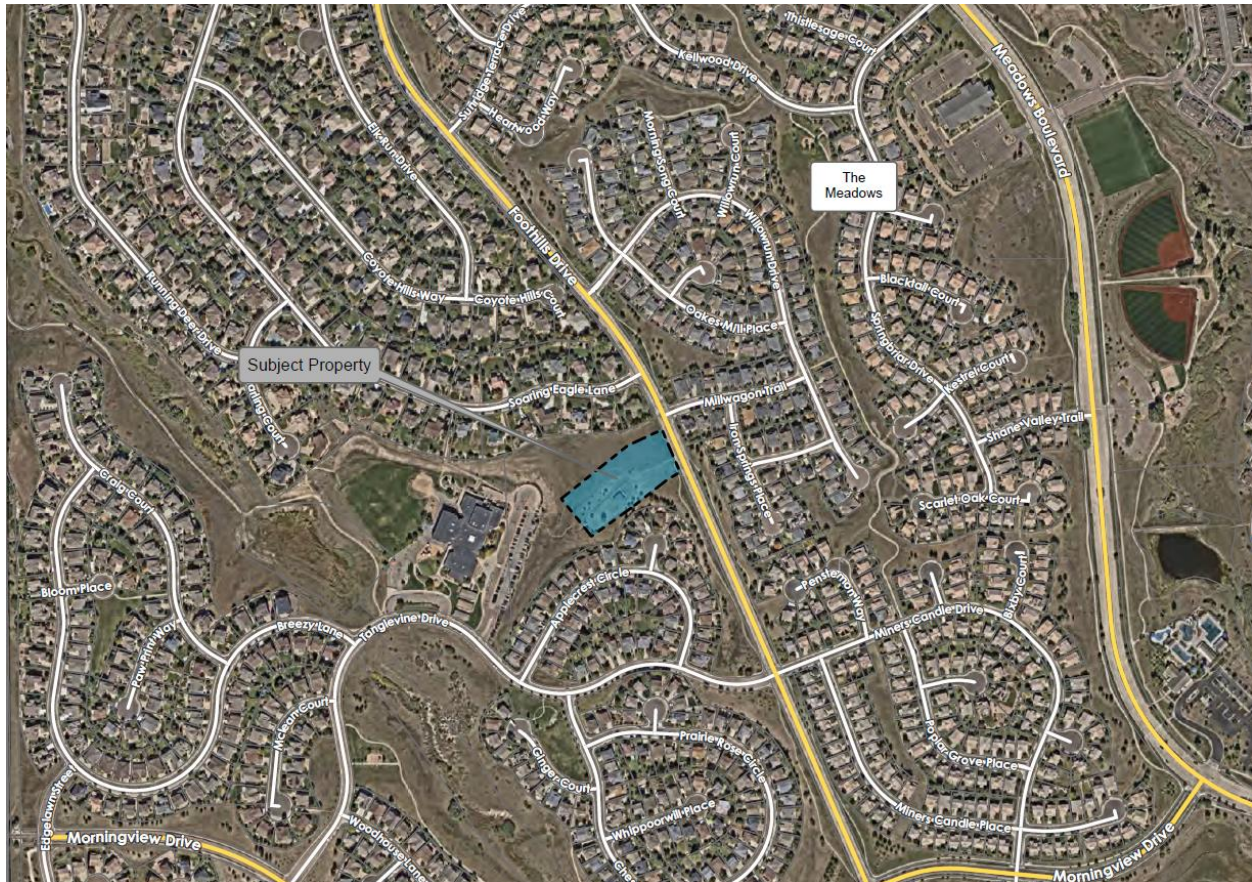
A pre-application meeting request was submitted seeking information on application and submittal to build a Chick-Fil-A restaurant in the Dawson Trails PD. The proposed 4,847-square-foot restaurant includes a dual-lane drive-thru. The proposed project is located northwest of the intersection of Quandary Peak Boulevard and Dawson Trails Boulevard, in Councilmember Dietz's district.

Philip S. Miller Park Small Cell Height Adjustment



A pre-application meeting request was submitted seeking information on application and submittal to replace and upgrade an existing small cell at Philip S. Miller Park with a new, taller pole built to accommodate an upgraded antenna configuration. The existing small cell pole currently houses wireless antennas and associated equipment, and the upgrade is meant to improve network capacity and reliability, in addition to maintaining required performance and safety standards. The proposed project is located at the southeast end of the park's parking lot, in Councilmember Bracken's district.

Verizon Stealth Water Tower



A pre-application meeting request was submitted seeking information on application and submittal to build a cell tower on a Town owned property currently being used by the Water Department for a pump house. The cell tower would be housed in a 47' stealth water tower silo. The proposed project is located southwest of the intersection of Foothills Drive and Millwagon Trail, in Councilmember Hollingshead's district.

Ongoing Development Activity:

Commercial Development Activity

- **Promenade:**

- Lazy Dog Restaurant site and building construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.

Whataburger, site plan review for a new 3,380 square foot fast food restaurant, located northeast of the intersection of Alpine Vista Circle and Promenade Parkway.

- **Meadows:**

Advent Health Cancer Center, site plan review for an 920 square foot addition for a linac vault, located southeast of the intersection of Meadows Boulevard and Sabercat Way.

- Castle Rock Collective, site plan approved for a new 14,021 square foot restaurant, located at the northeast corner of Meadows Boulevard and

- Bilberry Street
 - DXD Store, site plan review for 99,980 square feet of self-storage facility, located along Timber Mill Parkway on the west side of North Meadows Parkway.
 - Findlay Toyota, site plan and construction document review for a new 94,657 square foot auto dealership located on Timber Mill Parkway on the east side of North Meadow Parkway
 - Limelight Center at the Meadows, site plan review for two retail buildings totaling 19,445 square feet, located east of the intersection of meadows Parkway and Prairie Hawk Drive.
 - New Hope Church Rezoning, new PDP to allow for a medical office building, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard.
 - StorHaus Garage Condos, site and building construction for 3 buildings and a clubhouse, consisting of 38 garage condo units, located on the northeast corner of Regent Street and Carnaby Lane.
- **Downtown:**
 - Circle K, site and building construction for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
 - City Hotel, historic preservation and site plan approved for a 33-room hotel, located at 415 N. Perry Street.
 - Scileppi's 2nd Phase, site and building construction to demolish the 1980 addition and build a new addition, located at 210 Third Street.
 - Snarf's, site plan review for parking lot improvements.
 - The View, TCO issued for a 6-story building with mixed-uses including 221 residential units, located at Sixth Street and Jerry Street.
- **Dawson Trails Residential/Commercial:**
 - Costco, Dawson Trails, site plan amendment under review for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
 - Dawson Trails E2 Townhomes, 100 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
 - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan approved for the northern segment of Dawson Trails Boulevard.
 - Dawson Trails Filing No. 2 Infrastructure, plat and construction plans approved for 97-acre area.
 - Dawson Trails Planning Area D, site plan approved for 256 single-family residential lots, and 13 acres of open space.
 - Dawson Trails Red Zone Tanks and Pump House, under construction for red zone water infrastructure in Dawson Trails.
 - Dawson Trails Planning area B-1, site plan approved and construction documents under review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County.
 - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
 - Key Bank, Planning Area E-2, site plan review for a new 3,035 square foot financial institution.
 - King Soopers, Dawson Trails, site plan review for a new 99,000-square-foot

grocery store, fuel station, located south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard, off-site Sanitary Sewer, Dawson Trails, under construction for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.

- Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
- Territorial Road Annexation, 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.

Front Range Construction, site plan review for a new 5,000 office and storage building, located southwest of the intersection of Topeka Way and Prairie Hawk Drive.

- Garage Condos, site and building construction, located on Liggett Road.

Heroes Hall, site plan review for a 14,097 square foot office building and meeting hall, located northwest of the intersection of Fairgrounds Road and Plum Creek Parkway.

- Foundation auto dealership, site plan approved and plat under review for a new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
- Murphy Express, site and building 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.

QuikTrip, site plan review for a new gas station and 6,445 convenience store, located at the north west corner of Wolfensberger Road and Caprice Drive.

- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N. Valley Drive and Fifth Street.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- The Brickyard, site plan approved and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.

Unity on Wolfensberger Planned Development Plan approved for zoning and parking changes, located at 200 Wolfensberger Road and 826 Park Street.

- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex

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

Residential Development Activity:

- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa North, site plan approved for 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Bella Mesa South, site plan review for 93 single-family homes, located at the northwest corner of Mikelson Boulevard and Mitchell Street.
- Canyons Far South, site plan approved and construction documents under review for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multi-family, site plan review for new four-story multi-family building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Boulevard.
- Hillside, building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for amended lot layout due to floodplain for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, home construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Pine Canyon PDP, Annexation and Zoning, approved for a a maximum of 1,800 mixed residential units, to include single-family and multi-family, as well as commercial uses to include a hotel/resort with up to 225 rooms, and other business and industrial uses on the 535-acre site. The project area is generally located on both the east and west sides of I-25, west of Founders Parkway.
- The Oaks Filing 2A, site construction for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site and home construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch. SIA amendment submitted to address modification to phasing plan for lots to be Temporary Green Zone.
- Soleana, site plan approved and construction documents under review for 55 custom home sites and 22 live/work units on 77.96 acres, located east of the Silver Heights neighborhood and west of the Diamond Ridge Estates neighborhood.

- Terrain North Basin, Phase 1, building construction for approximately 96 single-family home project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Unity on Wolfensberger site plan approved to convert the existing 70-unit Quality Inn Hotel into a 50-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 9. **File #:** ID 2026-024

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: February 17, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

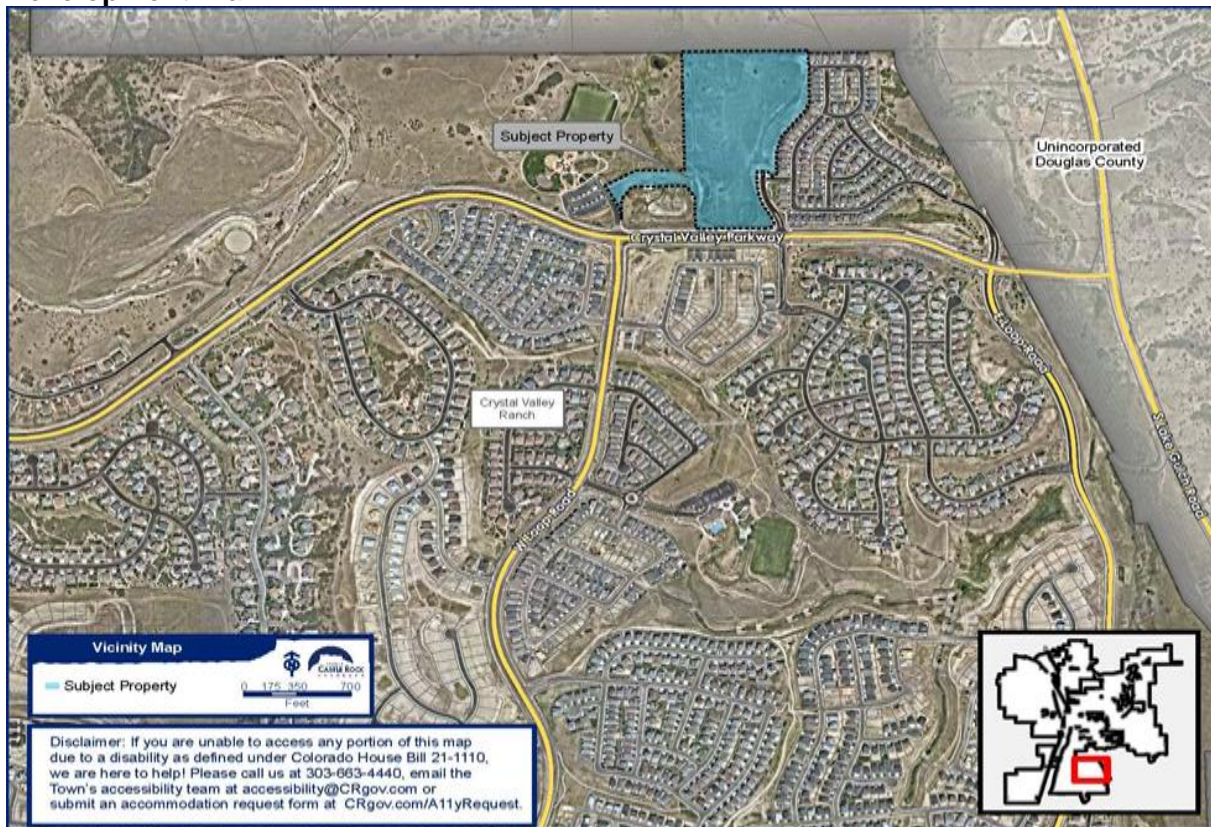
Title: Update: Quasi-Judicial Projects

Executive Summary

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

New Quasi-Judicial Applications (currently under review)

Crystal Valley Ranch Filing 14, Block 2, Lot 1 (former DCSD School Site) Site Development Plan



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

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

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



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

Bella Mesa South Site Development Plan



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

Castleton Heights Multifamily Site Development Plan



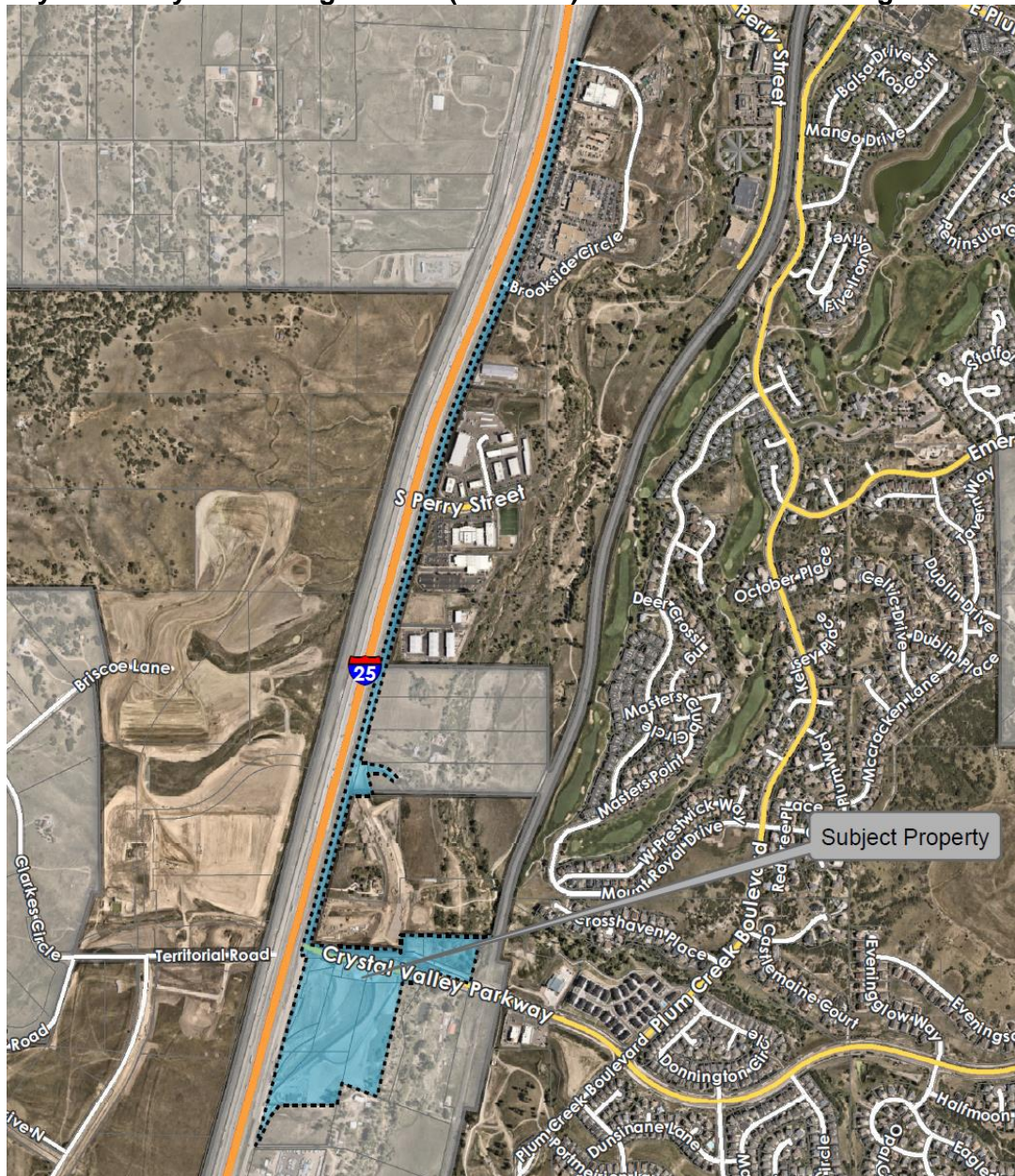
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest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

Chateau Valley Site Development Plan



Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 402-unit residential subdivision on 112 acres. The 402 units are composed of 254 single family detached homes and 148 paired homes. The property, which is within the Young American Planned Development, is generally located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision. The Site Development Plan includes a total of 42.2 acres of open space. The SDP will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is in Councilmember Brooks' district.

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



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

Crystal Valley Ranch Mixed-Use Site Development Plan



Henry Design Group on behalf of Dan Kauffman, Pinnacle View Development, LLC, has submitted an application for a Site Development Plan. The applicant is proposing a mixed-use development on the 4-acre property located at the southeast corner of Crystal Valley Parkway and West Loop Road. The proposal includes 24 townhomes, one single family detached home, and a 2,057 square foot commercial building. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Dietz's district.

Dawson Trails E2 Townhomes Site Development Plan



Norris Design has a new Quasi-judicial application for a Site Development Plan for Dawson Trails E2 Townhomes. The applicant is proposing to construct 100 townhomes within the Dawson Trails PD. The townhomes would vary between two and three stories in height. The general location is west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard. The site development plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is in Councilmember Dietz's district.

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



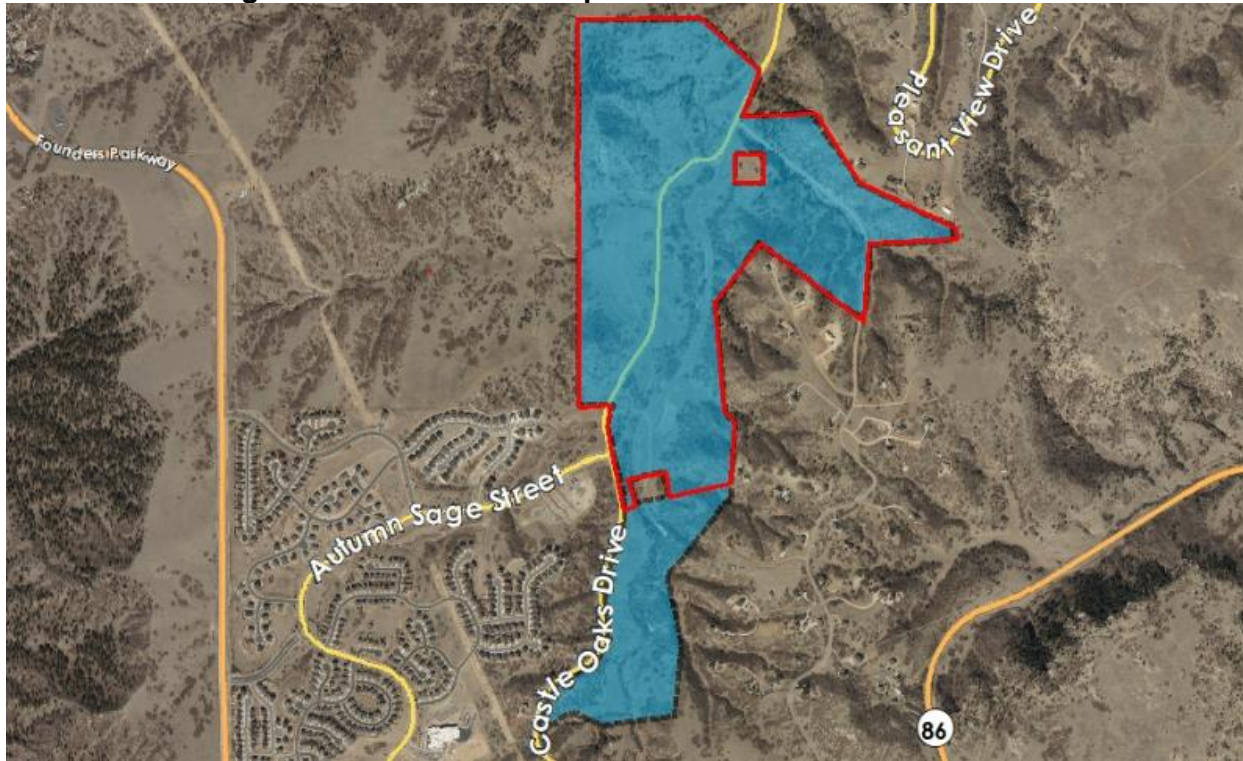
Galloway & Company, Inc, on behalf of the property owner ACM Dawson Trails VIII JV LLC, and property developer King Soopers, has submitted a Site Development Plan application. The applicant is proposing a King Soopers grocery store and fueling station on 12.2 acres within the Dawson Trails Planned Development, 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 100,054 square foot grocery store, 425 parking spaces, an online grocery order pick-up area, and a fueling station with a 184 square foot kiosk and 7 fuel pumps. The building height is approximately 35 feet; 50 feet is the maximum height allowed. Access to the site is from Gambel Ridge Boulevard and Dawson Trails Boulevard. The project is in Councilmember Dietz's district.

New Hope Church Rezoning



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

North Basin Village at Terrain Site Development Plan



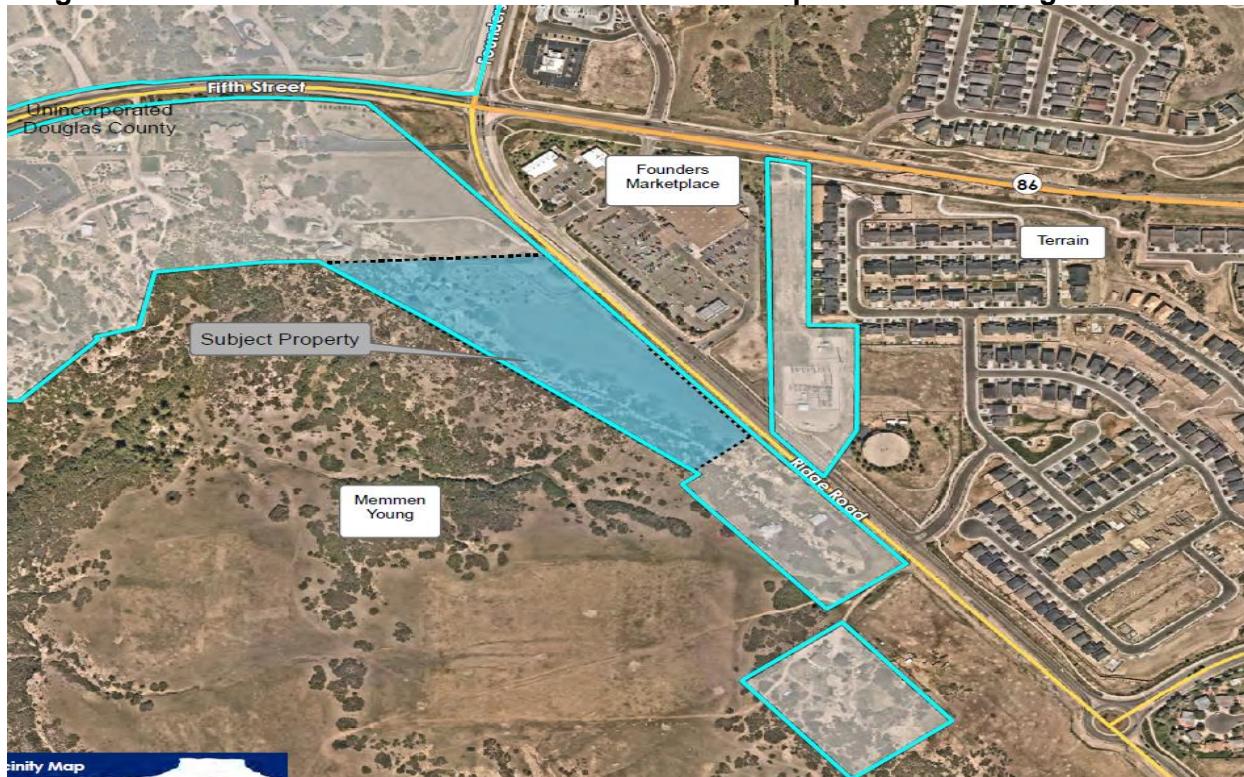
The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along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

Pioneer Ranch Annexation and Planned Development Plan Zoning



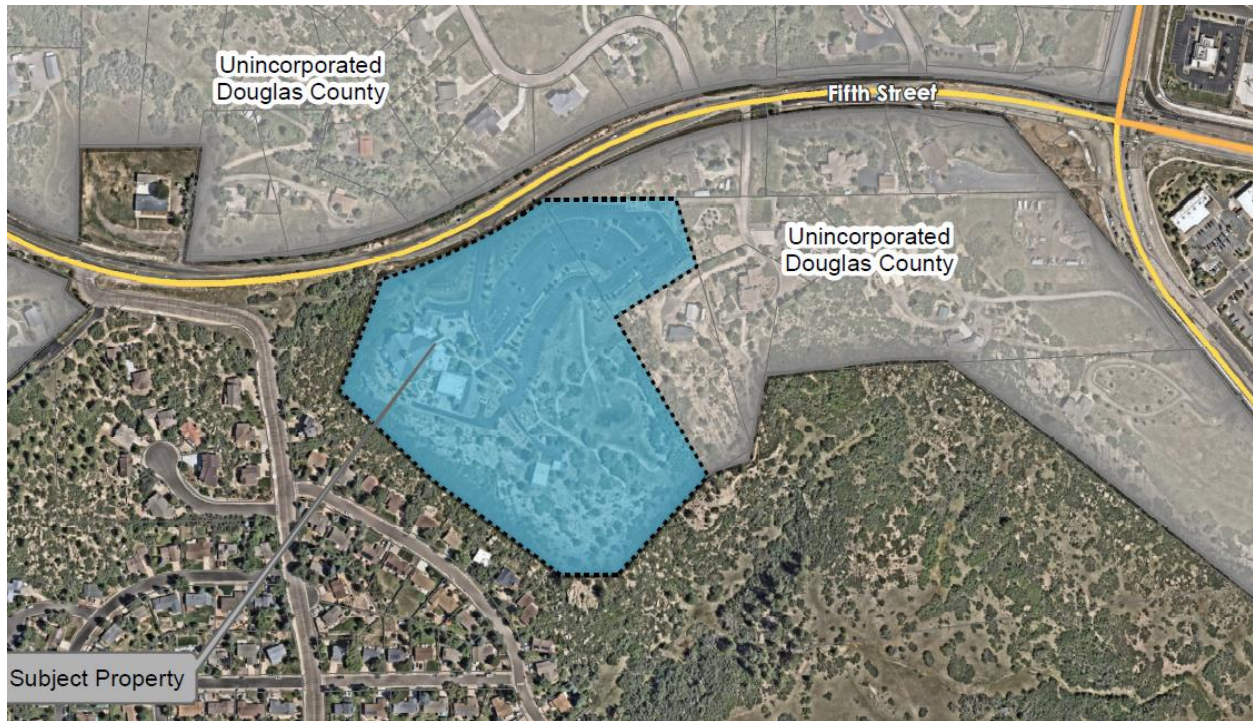
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and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

Ridgeview Town Center Annexation and Planned Development Plan Zoning



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

Saint Francis of Assisi Annexation



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

Territorial Road Annexation



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

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



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

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 10. **File #:** ORD 2026-005

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services
Brad Boland, AICP, Planning Manager

Ordinance Amending Various Sections of Chapter 2.16 of the Castle Rock Municipal Code Regarding the Castle Rock Planning Commission (Second Reading - Approved on First Reading on February 3, 2026, by a vote 6-0)

Executive Summary

At the January 20, 2026 Town Council meeting, staff presented proposed amendments to the Town Code related to the Planning Commission and the Comprehensive Master Plan. Town Council provided direction for staff to proceed with preparation of an ordinance for consideration at the next meeting.

The proposed amendments update outdated language, clarify the advisory role of the Planning Commission, and better align the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

Discussion

At the prior Town Council meeting, staff requested direction to proceed with amendments to Town Code provisions related to the Planning Commission and the Comprehensive Master Plan. Town Council provided direction for staff to move forward with preparation of an ordinance for consideration at the next meeting.

During the recent review of Town Code, staff identified that the existing language governing the Planning Commission's role and the content of the Comprehensive Master Plan has not been updated in many years. The proposed updates are intended to modernize and clarify the code and are not intended to expand or alter the fundamental authority of the Planning Commission or Town Council.

The proposed changes would:

- Clarify the Planning Commission's advisory role in the Comprehensive Master Plan process;

Item #: 10. File #: ORD 2026-005

- Reinforce that the Comprehensive Master Plan is an advisory policy document;
- Make clear that the Comprehensive Master Plan does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

The comprehensive plan elements outlined in the code are intended to be broad in nature and do not preclude the incorporation of additional elements or topics that may be identified through public engagement or by the Town Council as beneficial to the community.

Updating this code language at this time is beneficial as the Town prepares to initiate an update to the Comprehensive Master Plan and provides logical transition into planning for that future process.

Budget Impact

No fiscal impact is associated with these code amendments. The proposed changes are organizational and clarifying in nature and do not create new programs, staffing requirements, or regulatory obligations.

Staff Recommendation

Staff recommends updating Chapter 2.16 of the Castle Rock Municipal Code to remove outdated language, clarify the advisory role of the Planning Commission, and better align the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

Proposed Motion

Option 1: Approval

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

Option 2: Approval with Conditions

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

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

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

Attachments

Attachment A: Proposed Ordinance



Meeting Date: February 3, 2026

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services
Brad Boland, AICP, Planning Manager

Title: **ORDINANCE 2026-005: AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 2.16 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE CASTLE ROCK PLANNING COMMISSION (FIRST READING)**

Executive Summary

At the January 20, 2026, Town Council meeting, staff presented proposed amendments to the Town Code related to the Planning Commission and the Comprehensive Master Plan. Town Council provided direction for staff to proceed with preparation of an ordinance for consideration at the next meeting.

The proposed amendments update outdated language, clarify the advisory role of the Planning Commission, and better align the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

Background

Town Council directed staff to review and return with recommended changes related to the Town's Boards and Commissions regarding various items such as term lengths, residency and attendance. As part of this effort, staff reviewed Chapter 2.16 of the Castle Rock Municipal Code, which addresses the Planning Commission and its role in relation to the Comprehensive Master Plan. Through this review, staff identified several areas where updates to the code language may be appropriate.

Pursuant to Chapter 2.16 of the Castle Rock Municipal Code, the Planning Commission is empowered to review and make recommendations to Town Council regarding the Comprehensive Master Plan and related planning matters. While the Planning Commission's role has remained consistent, the code language related to the Comprehensive Master Plan has not been updated in some time. Staff identified opportunities to refresh the language to improve clarity and better reflect current best practices for comprehensive planning.

Staff believes this is an appropriate time to consider updates to this language, as the Town is anticipated to begin the next update to the Comprehensive Master Plan in 2026.

Discussion

At the prior Town Council meeting, staff requested direction to proceed with amendments to Town Code provisions related to the Planning Commission and the Comprehensive Master Plan. Town Council provided direction for staff to move forward with preparation of an ordinance for consideration at the next meeting.

During the recent review of Town Code, staff identified that the existing language governing the Planning Commission's role and the content of the Comprehensive Master Plan has not been updated in many years. The proposed updates are intended to modernize and clarify the code and are not intended to expand or alter the fundamental authority of the Planning Commission or Town Council.

The proposed changes would:

- Clarify the Planning Commission's advisory role in the Comprehensive Master Plan process;
- Reinforce that the Comprehensive Master Plan is an advisory policy document;
- Make clear that the Comprehensive Master Plan does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

The comprehensive plan elements outlined in the code are intended to be broad in nature and do not preclude the incorporation of additional elements or topics that may be identified through public engagement or by the Town Council as beneficial to the community.

Updating this code language at this time is beneficial as the Town prepares to initiate an update to the Comprehensive Master Plan and provides logical transition into planning for that future process.

Fiscal Impact

No fiscal impact is associated with these code amendments. The proposed changes are organizational and clarifying in nature and do not create new programs, staffing requirements, or regulatory obligations.

Recommendation

Staff recommends updating Chapter 2.16 of the Castle Rock Municipal Code to remove outdated language, clarify the advisory role of the Planning Commission, and better align the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

Proposed Motion

Option 1: Approval

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

Option 2: Approval with Conditions

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

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

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

Attachments

Attachment A: Proposed Ordinance

ORDINANCE NO. 2026-005

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 2.16
OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE
CASTLE ROCK PLANNING COMMISSION**

WHEREAS, Town Council desires to provide clarity and updates to the Castle Rock Municipal Code (the "Code") regarding the Castle Rock Planning Commission and its role in reviewing and making recommendations on the Comprehensive Master Plan; and

WHEREAS, the Town Council has determined that amendments to the Code are necessary to provide said clarity and updates.

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

Section 1. Amendment. Section 2.16.010 of the Castle Rock Municipal Code is amended to read as follows:

2.16.010 - Authorization.

There is authorized by this Chapter ~~in accordance with Section 31-23-202, C.R.S., the Castle Rock Planning Commission. Except as modified or superseded by~~ IT IS THE INTENT OF THE TOWN COUNCIL THAT THE PROVISIONS OF this Chapter SHALL, IN ALL RESPECTS, SUPERSEDE the provisions of Parts 2 and 3, Article 23, Title 31, C.R.S., ~~shall be applicable to~~ WITH REGARD TO THE PURPOSES, POWERS, AND DUTIES OF the Planning Commission.

Section 2. Amendment. Section 2.16.030 of the Castle Rock Municipal Code is amended to read as follows:

2.16.030 - Powers.

- A. The Planning Commission shall be empowered and authorized to review, act upon and advise the Town Council with respect to all zoning, rezoning, planning, subdividing, platting, annexation and other related activities as provided in the zoning and subdivision ordinances of the Town.
- B. The Planning Commission is empowered to REVIEW AND make ~~and submit~~ RECOMMENDATIONS to the Town Council ~~for the Council's approval~~ REGARDING a COMPREHENSIVE master plan for the physical development of the municipality. The master plan ~~for the community of Castle Rock~~ IS INTENDED TO BE AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS AND shall contain the ~~Planning Commission's recommendations with respect to~~ the following matters:

1. ~~A comprehensive~~ POLICY GUIDANCE RELATED TO zoning and subdivision ordinance ~~together with a zoning plan~~ REGULATIONS;
2. Appropriate plans showing the general location, character and extent of streets, bridges, boulevards, parkways and other types of transportation corridors ~~within and without the community of Castle Rock;~~
3. A plan for the location and extent of public utilities, including, but not limited to, water and sewer development, public communications, gas and electrical extensions, together with the location and extent of other public improvements ~~to be created within the Town,~~ such as parks, fire departments, police stations, schools and other public buildings; AND
4. Any ~~and all~~ plans for the eventual redesignation of specific areas within the community, ~~condemnation plans,~~ change of use plans or other alterations regarding the existing community structure.

~~C. The Planning Commission is empowered with any and all further powers delineated within Parts 2 and 3, Article 23, Title 31, C.R.S.~~

Section 3. Repeal. Section 2.16.110 of the Castle Rock Municipal Code is repealed in its entirety:

~~2.16.110 Scope of Chapter.~~

~~This Chapter designates the purposes, powers and duties of the Planning Commission. The provisions of the statutory authority shall be applicable only in the instance of silence of this Chapter, or where the general intent of the Legislature as to scope and authority deemed proper for a Planning Commission can lend meaningful direction for the assistance and interpretation of this Chapter.~~

Section 4. Severability. If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

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

APPROVED ON FIRST READING this 3rd day of February, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 6 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 17th day of February, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Tara Vargish, Director of Development Services

CHAPTER 2.16 AMENDMENT PLANNING COMMISSION AND THE COMPREHENSIVE MASTER PLAN

TOWN COUNCIL
FEBRUARY 3, 2026



COMPREHENSIVE MASTER PLAN

- Both Town Code and State Law reference the roles and responsibility of the Planning Commission related to the Comprehensive Master Plan
- Chapter 2.16 lays out the Planning Commissions role in the Comprehensive Master Plan and what should be included within the Comprehensive Master Plan.



PROPOSED CHANGES

Chapter 2.16 Planning Commission

- Clarify that Town Code supersedes State regulations related to the powers and duties of the Planning Commission
- Reinforce Planning Commission's advisory role in the Comprehensive Master Plan process;
- Clarify that the Comprehensive Master Plan is an advisory policy document and does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

PROPOSED CHANGES

2.16.010 - Authorization.

There is authorized by this Chapter ~~in accordance with Section 31-23-202, C.R.S.,~~ the Castle Rock Planning Commission. ~~Except as modified or superseded by~~ IT IS THE INTENT OF THE TOWN COUNCIL THAT THE PROVISIONS OF this Chapter SHALL, IN ALL RESPECTS, SUPERSEDE the provisions of Parts 2 and 3, Article 23, Title 31, C.R.S., ~~shall be applicable to~~ WITH REGARD TO THE PURPOSES, POWERS, AND DUTIES OF the Planning Commission.

2.16.030.B. The Planning Commission is empowered to REVIEW AND make ~~and submit~~ RECOMMENDATIONS to the Town Council ~~for the Council's approval~~ REGARDING a COMPREHENSIVE master plan for the physical development of the municipality. The master plan ~~for the community of Castle Rock~~ IS INTENDED TO BE AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS AND shall contain ~~the Planning Commission's recommendations with respect to~~ the following matters:

PROPOSED CHANGES

2.16.030. B.

1. ~~A comprehensive~~ POLICY GUIDANCE RELATED TO zoning and subdivision ordinance together with a zoning plan REGULATIONS;
2. Appropriate plans showing the general location, character and extent of streets, bridges, boulevards, parkways and other types of transportation corridors ~~within and without the community of Castle Rock;~~
3. A plan for the location and extent of public utilities, including, but not limited to, water and sewer development, public communications, gas and electrical extensions, together with the location and extent of other public improvements ~~to be created within the Town,~~ such as parks, fire departments, police stations, schools and other public buildings; AND
4. Any ~~and all~~ plans for the eventual redesignation of specific areas within the community, ~~condemnation plans,~~ change of use plans or other alterations regarding the existing community structure.

~~C. The Planning Commission is empowered with any and all further powers delineated within Parts 2 and 3, Article 23, Title 31, C.R.S.~~

PROPOSED CHANGES

~~2.16.110 Scope of Chapter.~~

~~This Chapter designates the purposes, powers and duties of the Planning Commission. The provisions of the statutory authority shall be applicable only in the instance of silence of this Chapter, or where the general intent of the Legislature as to scope and authority deemed proper for a Planning Commission can lend meaningful direction for the assistance and interpretation of this Chapter.~~

PROPOSED MOTIONS

Approval:

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

Approval with Conditions:

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

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

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 11. **File #:** RES 2026-014

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Resolution Approving the Castle Rock Water Commission Attendance Policy

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution (**Attachment A**) approving a Remote Attendance policy (**Attachment B**) for the Castle Rock Water Commission.

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

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on January 28, 2026, and the Castle Rock Water Commission voted unanimously 6 to 0 to recommend Town Council approval of the Resolution as presented.

A draft Remote Attendance Policy for the Castle Rock Water Commission was introduced to Council at the February 3, 2026 Council meeting.

Discussion

Town Council discussed changes to the Boards and Commission on January 20, 2026, and they passed an Ordinance on those changes on first reading. The discussion revolved around four areas including meeting attendance requirements, remote meeting attendance, Castle Rock residency requirements, and terms. Castle Rock Water Commission provided comments requesting that remote attendance still be allowed for the Castle Rock Water Commission.

Council agreed to allow Castle Rock Water Commission to continue to utilize remote meeting attendance on the condition that the Commission provided Council with a policy for them to review and approve at a subsequent Council meeting.

Staff Recommendation

Castle Rock Water and Castle Rock Water Commission recommend Town Council approve the Attendance Policy as presented.

Item #: 11. File #: RES 2026-014

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Resolution

Attachment B: Castle Rock Water Commission Attendance Policy

RESOLUTION NO. 2026-014

**A RESOLUTION APPROVING THE CASTLE ROCK WATER
COMMISSION ATTENDANCE POLICY**

WHEREAS, on February 3, 2026, the Town Council (the "Town Council") of the Town of Castle Rock, Colorado (the "Town"), adopted Ordinance No. 2026-004 amending various sections of the Castle Rock Municipal Code ("CRMC") regarding board and commission membership, absences, term limits, and meetings; and

WHEREAS, with the adoption of this amendment, CRMC Section 2.14.030.B provides, in part, that: "[T]he remote attendance and participation of board and commission members and ... by telephone or other electronic means, subject to reasonable qualifications and limitations, shall not be permitted; and

WHEREAS, an exception to this general rule, however, applies where the Town Council, acting by resolution, adopts a formal policy governing the ability of a specific board or commission to allow the remote attendance and participation of its members; and

WHEREAS, Castle Rock Water has been successful in recruiting a number of locally-based professionals with direct water industry experience to serve on the Castle Rock Water Commission (the "Commission"); and

WHEREAS, their participation has proven most valuable to the continued growth and development of Castle Rock Water and those responsible for adopting and implementing the Town's water policy; and

WHEREAS, due to their busy work schedules that frequently take them away from the Town, Commission members have expressed the need for a remote meeting option; and

WHEREAS, the Commission has presented for Town Council's consideration a remote attendance policy that would provide reasonable flexibility for its members, while honoring the Town Council's intent in adopting Ordinance No.2026-004; and

WHEREAS, the Town Council finds that it is in the best interests of the Town and its residents to approve this policy.

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

Section 1. Approval. The Castle Rock Water Commission Attendance Policy is hereby approved in substantially the same form 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.

PASSED, APPROVED AND ADOPTED this 17th day of February, 2026 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

Castle Rock Water Commission Attendance Policy

Purpose

The purpose of this policy is to ensure consistent attendance at meetings; active participation and ability to provide relevant input and feedback; pertinent review and recommendations on Castle Rock Water projects, policies and programs; and effective governance overall for the Castle Rock Water Commission.

Applicability

This policy applies to all appointed members of the Castle Rock Water commission unless otherwise specified by ordinance or resolution.

Attendance Requirements

1. Overall Attendance Standard

Members are expected to regularly attend and actively participate in meetings. Excessive absences or overreliance on virtual attendance undermines the effectiveness of boards and commissions.

2. Absence Limitation

- A member may not miss more than **26% of scheduled meetings within a rolling 12-month period.**
- Missing more than 26% of meetings (excused or unexcused) within the rolling period shall result in **automatic removal.**

3. Virtual Attendance Limitation

- A member may attend no more than **25% of scheduled meetings virtually within a rolling 12-month period.**
- Members must attend **at least 75% of meetings in person** during the same rolling period.
- Exceeding the virtual attendance limit shall result in **automatic removal.**

4. Combination of Absences and Virtual Attendance cannot exceed 5 within a rolling 12-month period.

- Absences and virtual attendance are tracked independently.
- However, exceeding either threshold, or a combination that results in absences plus virtual attendance exceeding 5 in any 12-month period, constitutes grounds for removal.

Removal for Noncompliance

A member shall be removed from their Castle Rock Water Commission Member seat if any of the following occur within a rolling 12-month period:

- The member has **four (4) absences.**
- The member attends **four (4) meetings virtually.**

The member attends **three (3) meetings virtually and has three (3) absences**. Removal shall be processed in accordance with applicable Town procedures and appointment authority.

Tracking and Notification

- Attendance shall be tracked by staff and reviewed on a rolling basis.
- Members approaching the attendance thresholds shall be notified in writing.
- Notification does not waive enforcement of this policy.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 12. **File #:** RES 2026-015

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager
Daniel Sailer, Director of Public Works

From: Daniel Lord, Street O&M Division Manager

Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving a Purchase Agreement with EnviroTech Services, LLC for the Acquisition of up to 3,200 Tons of Ice Slicer

Executive Summary

The purpose of this memo is to request Town Council's final approval for the expenditure of funds to purchase 3,200 tons of Ice Slicer from Envirotech Services Inc. This product is one presently approved for use in the Town's Snow and Ice control program. The community values safety on Town roadways and we use this material to assist with improving safety on Town roadways during snow and ice control operations in support of this community value. Approximately 3,200 tons of material is needed to ensure supply for a typical snow season between November and April.

This request is to earmark funding to fill the Salt shed with the anticipated amount needed for the upcoming snow season at full price should the early fill option not be available. Allocation of this funding ensures that the Town is positioned to procure the needed amount of Ice Slicer regardless of economic constraints. Typically, the Town purchases this product during the "Early Fill" promotion which reduces the price per ton and saves the Town a significant amount of money. Recently, the vendor has established a more valuable savings program that further reduces the cost per ton but is time restrictive. This program is announced in early May and only applies to the amount of product that is delivered on site by the end of May. This short timeframe does not allow for the appropriate purchasing policy approval process to be conducted in time to take advantage of the savings. By approving the expenditure for the full amount of material at the full, non-discounted price prior to the announcement of the Early Fill pricing, the Town is able to take advantage of the short time frames for early fill delivery and maximize the savings available. Additionally, during the pandemic a number of years ago, the Early Fill pricing was suspended. The approval of the purchase at full price would ensure sufficient funding is allocated to procure the needed material in the event that early fill is suspended again for unforeseen circumstances.

The intent will be to have the purchase agreement approved and ready when the Early fill pricing is announced in May, at which time the order will be placed for sufficient material to reach a stockpile of

Item #: 12. File #: RES 2026-015

3,200 tons.

The pricing for the product is from a competitive state bid which allows the Town to purchase the material at that pricing. The current quoted, non-discounted price is set at \$141.61 per ton, and it is unknown what the Early Fill discounted price will be until it is announced in May. The cost to complete this purchase as quoted is \$453,152. This is a budgeted expenditure and sufficient funds exist for this purchase. The cost will be lower than this if the early fill discount will be available this year.

Budget Impact

The funding source for the proposed expenditure is:

120-3110-431.61-20	\$453,152.00
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Staff Recommendation

The Public Works Commission unanimously recommends that Town Council approve the resolution as introduced by title.

Proposed Motion

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

Alternative Motions:

“I move to approve the resolution as introduced by title with the following changes _____”

“I move to continue this item to a future Town Council meeting date”

Attachments

Attachment A: Resolution

Attachment B: Contract

RESOLUTION NO. 2026-015

A RESOLUTION WAIVING THE FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE AND APPROVING A PURCHASE AGREEMENT WITH ENVIROTECH SERVICES, LLC FOR THE ACQUISITION OF UP TO 3200 TONS OF ICE SLICER

WHEREAS, the Town of Castle Rock, Colorado (the “Town”) has identified the need to purchase up to 3200 tons of Ice Slicer granular de-icing material (“Ice Slicer”); and

WHEREAS, Ice Slicer is a product with a unique mineral composition mined from one facility worldwide; and

WHEREAS, Envirotech Services, LLC is the sole distributor of Ice Slicer; and

WHEREAS, under the Town Purchasing Policies and Procedures, the requirement for formal written sealed bids may be waived where only one known source exists, only one single supplier can fulfill the requirements, the service is of a unique nature, the service allows for standardization with existing equipment, or the Town currently has a contract in place with a contractor for similar work (“sole source”); and

WHEREAS, according to Section 3.02.060.A.4 of the Castle Rock Municipal Code, Town Council has the authority to waive the requirement for formal written sealed bids on the basis of sole source for the procurement of work or services in excess of \$250,000; and

WHEREAS, Town Staff recommends Town Council waive the formal written sealed bids requirement on the basis of sole source for the procurement of this unique product; and

WHEREAS, should Town Council approve the sole source with the Vendor, the Town and the Vendor have agreed to the terms and conditions by which the Vendor will provide up to 3200 tons of Ice Slicer to the Town (the “Agreement”).

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

Section 1. Sole Source Approval. The sole source justification form is hereby approved in the same form as presented at tonight’s meeting.

Section 2. Approval. The Agreement between the Town and the Vendor is hereby approved in substantially the same form as presented at tonight’s meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 3. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed \$453,152.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 17th day of February, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works

CON-2026-0001

**TOWN OF CASTLE ROCK
PURCHASE AGREEMENT
(Purchase of Ice Slicer (Up to 3200 Tons) – Public Works)**

DATE: February 17, 2026

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

ENVIROTECH SERVICES, LLC, a Delaware limited liability company, 910 54th Avenue, Suite 230, Greeley, Colorado 80634 (“Vendor”).

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town hereby engages Vendor pursuant to its Sole Source policy to provide the equipment or goods more fully described in the following Agreement and Exhibit.

TERMS:

1. **Goods to be Provided.** Vendor shall provide to the Town all of the equipment, goods and materials as set forth in *Exhibit 1* (“Goods”). Vendor shall provide the Goods consistent with the standards and practices of the profession.

2. **Total Obligation.** The Town’s total obligation to Vendor under this Agreement for the Goods may be up to, but shall not exceed, **\$453,152.00**, unless authorized in writing by the Town.

3. **Payment.** Vendor shall invoice Town upon delivery of the Goods. The Town may withhold payment in whole, or in part for the Goods found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Vendor is in default of the Inspection and Warranty section, below. Subject to the foregoing, the Town shall remit payment, whether in whole or in part, within fifteen (15) days’ receipt of such invoice.

4. **Term and Termination.** The term of this Agreement shall commence upon execution of the Agreement and expire on **September 30, 2026** (the “Term”). Vendor shall deliver the Goods to the Town as soon as possible upon full execution of the Agreement and Town’s subsequent placement of an order for Goods under this Agreement, but in any event, no later than **September 30, 2026**. The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to

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expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Vendor shall devote adequate resources to assure timely delivery of the Goods in accordance with the standards specified in this Agreement. Vendor shall use a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. Town shall have the right to terminate this Agreement at any time with ten (10) days' written notice to Vendor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

5. **Inspection and Warranty.** Town reserves the right to inspect the Goods provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Goods and cancel all or any part of this Agreement if Vendor fails to deliver all or any part of the Goods in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Goods shall not relieve Vendor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Goods. If Town elects to accept nonconforming or defective Goods, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount for the price thereof to compensate Town for the nonconformity or defect.

Vendor expressly warrants that all Goods furnished under this Agreement shall be free from defects in materials or workmanship, in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery. Vendor shall, at its option, repair or replace any Goods that fail to satisfy this warranty during the warranty period. Additionally, Vendor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

6. **Risk of Loss.** With respect to any Goods provided under this Agreement, risk of loss shall not pass to the Town until such Goods have been received and accepted by the Town, pursuant to the Inspection and Warranty section above, at the destination specified by the Town. Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

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

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

9. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given

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at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

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

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

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

16. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the

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laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

17. **Licenses/Taxes.** Vendor affirms it is licensed to do business in the State of Colorado and is in good standing. Vendor acknowledges Town is a governmental entity that is tax-exempt, and agrees that Town shall not be responsible for paying taxes associated with or arising out of this Agreement unless Town is not exempt from said taxes.

18. **Independent Contractor.** Vendor and the Town hereby represent that Vendor is an independent contractor for all purposes hereunder. Vendor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Vendor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Vendor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Vendor shall not create any indebtedness on behalf of the Town.

19. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

22. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing the description of Goods; (3) Exhibit containing Vendor's certificate of insurance; and (4) all other documents, including but not limited to any order placed under this Agreement.

ATTACHED EXHIBITS:

EXHIBIT 1 – DESCRIPTION OF GOODS

EXHIBIT 2 – VENDOR'S CERTIFICATE OF INSURANCE

CON-2026-0001

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Daniel Sailer, Director of Public Works

VENDOR:

ENVIROTECH SERVICES, LLC

By: Chris Howson
(Print Name)

Chris Howson
(Signature)

Its: Chief Financial Officer
(Title)

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EXHIBIT 1

DESCRIPTION OF GOODS

Town may place an order with Vendor for Ice Slicer granular de-icing material (the “Goods”) under this Agreement at any time prior to the expiration of the Agreement. Upon receipt of the Town’s order for Goods issued under this Agreement, which order may be for up to but will not exceed 3200 tons, Vendor shall timely provide Town with the ordered amount of granular de-icing material as soon as possible but in any event no later than September 30, 2026. Vendor shall invoice Town based upon the amount of Ice Slicer ordered by the Town, but in no event shall the Town’s total obligation to Vendor under this Agreement for the Goods exceed \$453,152.00, unless authorized in writing by the Parties’ execution of a written amendment to this Agreement.

The Parties understand and agree that the price per ton for the Goods is set by a competitive state bid (shown below and providing for a current price per ton of \$141.61 for 10 calendar day deliver or \$145.61 for 5 calendar day delivery), and that the Town is permitted to purchase the Goods at that pricing, and further that Vendor is anticipated to announce an “Early Fill”/discounted pricing of the Goods around May and that the Town is permitted to purchase the Goods at any such discounted pricing.



PO Box 5512 • Denver, CO 80217

For Inquiries:
West Region • 509-936-7102
Rocky Mtn Region • 800-577-5346
Midwest Region • 800-881-5848
ETS East • 877-664-3401

Quotation

Quotation Date:	Date Printed:	Expiration Date:
	12/18/25	4/30/26
Quotation Number:	Revision No:	Customer Number:
S8734	1	11127
Your Reference:		Our Reference:
invoices		Sabrina Jones

Delivery Address:
Justice Way
General Delivery
675 Justice Way
Castle Rock CO 80109

Document Address:
Town of Castle Rock
4175 Castleton Court
Castle Rock CO 80104

Product Application
Length in Feet:
Width in Feet:
Rate in Gallons:

Wanted Delivery Date:
12/18/25
Payment Terms:
30 Days Net
Label Note:

Water Application
EnviroTech: N
Rate:
Gallons Required:

Del	Description	Qty	Unit	Price/Unit	Disc. %	Net Amount	Gross Amount
1	Ice Slicer® RS	3,200	ton	141.61	0.00%	453,152.00	453,152.00

Net Total: 453,152.00

Gross Total 453,152.00


Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

Ice Slicer Scope of work.

Vendor shall provide all of the equipment, goods and materials as set forth on **Exhibit 1** (up to 3200 tons of Ice Slicer not to exceed that quoted price of \$453,152.00). Vendor shall provide the Goods consistent with standards and practices of the profession.

EXHIBIT 2

VENDOR'S CERTIFICATE OF INSURANCE

	SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM	Approval Date 1/1/2018
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date 9/16/2022

COMMODITY OR SERVICE Ice Slicer RT

VENDOR Envirotech Services LLC

AMOUNT OF PURCHASE \$ \$453,152.00

REQUESTORS NAME Daniel Lord

DS
DL

DEPARTMENT Public Works

Initial
JL

DEPARTMENT DIRECTOR's Approval Signed by: John LaSala F1211F879A57410...

FINANCE DEPARTMENT's Approval - Purchasing Analyst: Signed by: Christina Buster A9A180C2EDD0407...

Pricing based on State of CO Price Agreement #311002284. -CB

Finance Director: DocuSigned by: Trish Muller 47B109A71C08406...

TOWN MANAGER's (or Designee) Approval Signed by: David L. Cortiss 1BB5457CFF75414...

Initial
JL-DS
DL
CB
Initial
JL

***TOWN COUNCIL APPROVAL:**

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	<input checked="" type="checkbox"/>
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	<input type="checkbox"/>

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification in addition to the one bid/quote to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

Envirotech is the sole distributor of Ice Slicer granular de-icing material. Ice Slicer is a unique salt that is pretreated by the supplier with a two percent Magnesium Chloride Solution to enhance brining capabilities. It is naturally colored, allowing plow drivers to see applications to help prevent wasted applications. Minerals found within the product allows for effective melting of ice at lower temperatures than with plain Sodium Chloride. The product is the material of choice presently approved for use in the Town's snow and ice program. This product is a unique mineral composition and mined from only one facility worldwide, located in Utah. Envirotech Services Inc. is a subsidiary of Redmond Corp.



COLORADO
Department of Transportation

NOTICE OF AWARD RENEWAL

<p>AWARD NUMBER 311002284</p> <p>(THIS IS NOT A PURCHASE ORDER, SEE NOTE BELOW)</p>	<p>Re: Invitation For Bid # IFB 23-004 LH Granular Deicing Material (IceSlicer RS)</p> <p>Period Covered: 10/01/2025 thru 9/30/26 (1) Possible renewal option remaining</p>
<p>VENDOR NO. 1002015 VENDOR NAME: EnviroTech Services, Inc ADDRESS: 910 54th Ave., #230 Greeley, CO 80634</p> <p>CONTACT: Tim Pike PHONE: 970-346-3900 FAX NO: 970-346-3959 EMAIL tpike@envirotechservices.com DELIVERY: 5 Day, 10 Day</p>	<p>INVOICE TO: Invoice address on Purchase Order for Colorado State Agencies, Institutions and political subdivisions</p> <hr/> <p>COMMODITY NUMBERS: 19246 – Ice & Snow Removal Chemicals Material Number - 10200009</p>

This award is for the purchase Granular Deicer material per the specifications, terms and conditions of CDOT bid HAA IFB 23-004 LH
 PNS Category 8B
 Product Awarded: Ice Slicer RS
 See Attached Table for Pricing

****Please see [List of Zones & Patrols](#) and [Zone Map](#)****

Conditions of Award: Award is made to above referenced vendor for supplying the commodity/service specified above and on any attached supplementary pages per bid specifications to be ordered on an “as needed” basis, with ONE, one-year renewal periods, at CDOT option. This agreement is in year 4 of 5 possible years total. Prices shall be firm throughout the first 12 months of award. **Requests for any proposed price changes after the first 12 months must be submitted along with supporting documentation, to CDOT Purchasing, a minimum of sixty (60) days** prior to the proposed effective date of such a change. A new award notice will be issued for each additional renewal year that CDOT selects. EITHER PARTY MAY CANCEL ON 30 DAYS WRITTEN NOTICE.

NOTE: THIS AWARD IS A NOTICE OF INTENT TO PURCHASE ONLY. VARIOUS CDOT PERSONNEL AS NEEDED WILL ORDER MATERIALS. MATERIAL ORDERED BY CDOT THAT COST \$10,000.00 OR MORE PER ITEM, OR AGGREGATE, MUST BE ORDERED VIA PURCHASE ORDER. CDOT WILL ONLY BE RESPONSIBLE FOR MATERIAL ORDERED AND RECEIVED BY IT. NO QUANTITIES ARE GUARANTEED AS A RESULT OF THIS AWARD. QUANTITIES ORDERED WILL BE BASED UPON ACTUAL REQUIREMENTS.

<p>Please direct inquiries on this award to CDOT Purchasing, Phone: 970-216-8660 Email: ginger.butero@state.co.us</p>	<p>Approved By: <i>Ginger Butero</i> Ginger Butero, Purchasing Agent</p>
--	--

Vendor	Envirotech	
Product	IceSlicer RS	
Material Number	10200009	
ZONE	5 Calendar Day Delivery	10 Calendar Day Deliver
1	\$ 160.61	\$ 155.61
2	\$ 143.38	\$ 140.38
3	\$ 150.61	\$ 146.61
4	\$ 150.61	\$ 147.61
5	\$ 159.61	\$ 155.61
6	\$ 164.61	\$ 160.61
7	\$ 127.61	\$ 124.61
8	\$ 131.05	\$ 128.05
9	\$ 151.00	\$ 148.00
10	\$ 148.61	\$ 145.61
11	\$ 145.61	\$ 141.61
12	\$ 153.61	\$ 149.61
13	\$ 164.61	\$ 160.61
14	\$ 121.61	\$ 118.61
15	\$ 130.61	\$ 127.61
16	\$ 209.61	\$ 205.61
17	\$ 160.61	\$ 156.61
18	\$ 149.61	\$ 145.61
19	\$ 158.61	\$ 154.61
20	\$ 163.61	\$ 159.61
21	\$ 143.61	\$ 139.61
22	\$ 152.61	\$ 147.61
23	\$ 147.61	\$ 142.61
24	\$ 168.61	\$ 163.61
25	\$ 165.61	\$ 161.61
26	\$ 162.61	\$ 158.61
27	\$ 175.61	\$ 171.61
28	\$ 181.61	\$ 177.61
29	No Bid	No Bid
30	No Bid	No Bid
31	No Bid	No Bid
32	\$ 185.61	\$ 181.61
33	\$ 161.61	\$ 157.61
34	\$ 178.61	\$ 174.61
35	\$ 193.61	\$ 189.61
CDOT Pickup, Denver	\$ 130.12	\$ 130.12



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 13. **File #:** RES 2026-016

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Resolution Approving a Construction Contract with Hydro Resources - Rocky Mountain, Inc., for the 2026 Denver Basin Aquifer Wells Rehabilitation, Pumping Equipment Replacement, and Well Abandonment Project *[Five Wells within the Meadows, Founders, Castle Oaks, and Terrain subdivisions]*

Executive Summary

The purpose of the resolution (**Attachment A**) is to request Town Council approval of a Construction Contract (**Exhibit 1**) with Hydro Resources - Rocky Mountain, Inc (Hydro Resources) for the 2026 Denver Basin Aquifer Well Rehabilitation, Pumping Equipment Replacement, and Well Abandonment Project. In 2016, Castle Rock Water started a planned well rehabilitation program. This program is designed to help maintain water production yields from our current deep well assets and to reduce the likelihood of emergency well failures. The program targets wells that are showing declines in well yield and/or have been identified as equipped with older pumping equipment. This program has proven successful over the past ten years due to limited well failures during peak demand season, increased well efficiencies, decreased power consumption, and increases in well yield. The 2025 rehab project included three wells and contributed to an increase in well efficiency of 9.5% over the past year, as shown below.

Year	Well Production of 2025 Rehab Project Wells
2024 (pre-rehab)	582 gpm
2025 (post-rehab)	637 gpm

This spring, CRW is targeting three Denver Basin Wells (CR-44, CR-118, and CR-219) for planned rehabilitation and equipment replacement. As a preventative measure, one well (CR-72R) is scheduled for a video survey to evaluate calcium build-up that was discovered and removed four years ago. This project will also consist of an abandonment of one inactive well (CR-92) in preparation for the construction of the new Fire Station in Castle Oaks. **Attachment B** shows the

Item #: 13. File #: RES 2026-016

locations of the wells that will be rehabilitated.

After Hydro Resources was selected as the lowest bidder, Water Resources Staff identified one Aquifer Storage and Recovery (ASR) Well (CR-233) that needs repairs and asked the contractor for an additional quote. Hydro provided a cost for investigation, pulling the equipment, and replacing the drop pipe for a total of \$58,060. The original bid amount is \$553,070 which brings the contract total to \$611,113. CRW recommends approval of a construction contract with Hydro Resources in the amount of \$611,130 plus a ten percent Town-managed contingency in the amount of \$61,113, for a total project cost of \$672,243. The schedule is critical for this project given the need for these wells during irrigation season. Work will begin immediately upon contract approval and is scheduled for substantial completion by June 2026.

Budget Impact

Funding for the project will come from the following account: CIP Repair and Maintenance - Wells 210-4250-442.40-37, which has a balance of \$1,000,000.

Project Account	Contract Amount	Contingency	Total Authorization
210-4275-442.40-37 Repair & Maintenance - Wells - 2026	\$611,130	\$61,113	\$672,243

Staff Recommendation

Staff recommends Town Council approval of a Construction Contract with Hydro Resources for the 2026 Denver Basin Aquifer Wells Rehabilitation and Pumping Equipment Replacement Project.

Proposed Motion

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

Alternative Motions

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

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

Attachments

- Staff Report
- Attachment A: Resolution
 - Exhibit 1: Construction Contract
- Attachment B: Location Map



STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Title: **Resolution Approving a Construction Contract with Hydro Resources for the 2026 Denver Basin Aquifer Wells Rehabilitation, Pumping Equipment Replacement, and Well Abandonment Project** [*Five wells within the Meadows, Founders, Castle Oaks, and Terrain subdivisions*]

Executive Summary

The purpose of the resolution (**Attachment A**) is to request Town Council approval of a Construction Contract (**Exhibit 1**) with Hydro Resources – Rocky Mountain, Inc (Hydro Resources) for the 2026 Denver Basin Aquifer Well Rehabilitation, Pumping Equipment Replacement, and Well Abandonment Project. In 2016, Castle Rock Water started a planned well rehabilitation program. This program is designed to help maintain water production yields from our current deep well assets and to reduce the likelihood of emergency well failures. The program targets wells that are showing declines in well yield and/or have been identified as equipped with older pumping equipment. This program has proven successful over the past ten years due to limited well failures during peak demand season, increased well efficiencies, decreased power consumption, and increases in well yield. The 2025 rehab project included three wells and contributed to an increase in well efficiency of 9.5% over the past year, as shown below.

Year	Well Production of 2025 Rehab Project Wells
2024 (pre-rehab)	582 gpm
2025 (post-rehab)	637 gpm

This spring, CRW is targeting three Denver Basin Wells (CR-44, CR-118, and CR-219) for planned rehabilitation and equipment replacement. As a preventative measure, one well (CR-72R) is scheduled for a video survey to evaluate calcium build-up that was discovered and removed four years ago. This project will also consist of an abandonment of one inactive well

(CR-92) in preparation for the construction of the new Fire Station in Castle Oaks. **Attachment B** shows the locations of the wells that will be rehabilitated.

After Hydro Resources was selected as the lowest bidder, Water Resources Staff identified one Aquifer Storage and Recovery (ASR) Well (CR-233) that is in a need of repairs and asked the contractor for an additional quote. Hydro provided a cost for investigation, pulling the equipment, and replacing the drop pipe for a total of \$58,060. The original bid amount is \$553,070 which brings the contract total to \$611,113. CRW recommends approval of a construction contract with Hydro Resources in the amount of \$611,130 plus a ten percent Town-managed contingency in the amount of \$61,113, for a total project cost of \$672,243. The schedule is critical for this project given the need for these wells during irrigation season. Work will begin immediately upon contract approval and is scheduled for substantial completion by June 2026.

Notification and Outreach Efforts

All work will be completed on Town of Castle Rock property. Notification and outreach efforts will include postcard mailers to nearby homes describing the project details such as location, dates, and work hours. Additionally, the project will be listed on the Castle Rock Water website.

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

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on January 28, 2026, and the Castle Rock Water Commission recommend Town Council approval of the Resolution as presented.

Discussion

It is important to keep our existing infrastructure operating in an efficient manner to ensure that peak water demands during the summer months can be met, without resorting to water curtailment measures due to well failures. In order to do this, the Water Resources Division has established a yearly rehabilitation and equipment replacement program for priority deep Denver Basin wells. A formalized program helps mitigate emergency well services due to pumping equipment failure. This is accomplished by identifying the wells that are showing declines in production due to biofouling and wells with older pumping equipment. Replacing older pumping equipment often provides the opportunity to resize equipment so that better well efficiency is achieved, reducing the long-term costs of operating the wells. CRW typically budgets \$1,000,000 annually for repair and maintenance.

The following wells are identified for the 2026 Denver Basin Aquifer Well Rehabilitation and Pumping Equipment Project: Arapahoe Aquifer Wells CR-118, CR-219 and Dawson Aquifer Well CR-44. The combined daily production from the wells is 1.0 million gallons per day, which collectively represents approximately 5% of our 5-year average peak summer daily demand. The project will also consist of an abandonment of one inactive Well CR-92 and a video investigation of Well CR-72R to evaluate calcium build-up.

Castle Rock Water sent out an Invitation to Bid on Rocky Mountain BidNet. The following table is a summary of the bids:

Layne Christensen	Applied Ingenuity	Colorado Pump	Hydro Resources
\$939,400.00	\$590,986.00	\$622,679.28	\$553,070.00

Upon review of the bid proposals, schedule, and pricing, CRW Staff decided to move forward with Hydro Resources. As mentioned in the executive summary, additional repairs for ASR Well CR-233 were added to this project after bids were received. Castle Rock Water requested a quote from Hydro Resources, the lowest bidder, to provide a cost for repairs to the ASR well. The quote provided by Hydro Resources is \$58,060 and the original bid amount is \$553,070. The total contract amount is \$611,113. Staff evaluated the pricing and believe it to be competitive. Hydro Resources has successfully worked with the Town on previous well rehabilitation projects and is also the emergency on-call contract with CRW’s operations team.

Budget Impact

Funding for the project will come from the following account: CIP Repair and Maintenance - Wells 210-4250-442.40-37, which has a balance of \$1,000,000.

Project Account	Contract Amount	Contingency	Total Authorization
210-4275-442.40-37 Repair & Maintenance – Wells – 2026	\$611,130	\$61,113	\$672,243

Staff Recommendation

Staff recommends Town Council approval of a Construction Contract with Hydro Resources for the 2026 Denver Basin Aquifer Wells Rehabilitation and Pumping Equipment Replacement Project.

Proposed Motion

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

Alternative Motions

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

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

Attachments

- Attachment A: Resolution
- Exhibit 1: Construction Contract
- Attachment B: Location Map

RESOLUTION NO. 2026-016

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH
HYDRO RESOURCES – ROCKY MOUNTAIN, INC., FOR THE 2026
DENVER BASIN AQUIFER WELLS REHABILITATION, PUMPING
EQUIPMENT REPLACEMENT, AND WELL ABANDONMENT PROJECT**

WHEREAS, the Town of Castle Rock, Colorado (the “Town”) issued an Invitation to Bid for construction services related to the 2026 Denver Basin Aquifer Wells Rehabilitation, Pumping Equipment Replacement, and Well Abandonment Project (the “Project”); and

WHEREAS, the Town of Castle Rock, Colorado (the “Town”), has determined that Hydro Resources – Rocky Mountain, Inc. (the “Contractor”), is best suited to undertake construction services for the Project; and

WHEREAS, the Town and Contractor have agreed to the terms and conditions by which the Contractor will provide work for the Project (the “Contract”); and

WHEREAS, Town Staff recommends that the Town Council approve the Contract with the Contractor.

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

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

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Contract, the Town Council authorizes the expenditure and payment in an amount not to exceed \$611,130.00, plus a Town-managed contingency in the amount of \$61,113.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Contract, including the contingency, is \$672,243.00.

PASSED, APPROVED AND ADOPTED this 17th day of February, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

CON-2026-0043



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(2026 Denver Basin Aquifer Wells Rehabilitation, Pumping
Equipment Replacement, and Well Abandonment Project - CRW)**

THIS CONSTRUCTION CONTRACT (“Contract”) is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.**, a Delaware corporation, Building C 13027 Weld County Road 18, Fort Lupton, Colorado 80621 (“Contractor”).

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire scope of work described in the Contract (“Work”).

CONTRACT. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued or Amendments executed after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions of the Contract, attached as *Exhibit 1*
5. The following Addenda, if any:

Number	Date
1	01/08/2026
2	01/15/2026

6. Special Conditions of the Contract, if applicable
7. The following Specifications: The specifications set forth in the Invitation to Bid
8. The following Drawings/Reports: N/A
9. Notice of Award
10. Invitation to Bid: ITB 2026-01, dated December 18, 2025
11. Information and Instructions to Bidders
12. Notice of Substantial Completion
13. Notice of Construction Completion
14. Contractor’s Proposal, attached as *Exhibit 2*
15. Performance, and Labor and Material Payment Bonds
16. Performance Guarantee
17. Insurance Certificate, attached as *Exhibit 3*
18. Construction Schedule

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town,

CON-2026-0043



under the guidelines in the General Conditions. The Town will pay **\$611,130.00** ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Proposal attached as *Exhibit 2*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor shall begin Work covered by the Contract no later than ten (10) days from the date of the Notice to Proceed. Substantial Completion of the Work shall be made by or before **150 days** after issuance of the Notice to Proceed. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the Work is not completed by the Substantial Completion Date, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions; the General Conditions are attached hereto and incorporated herein as *Exhibit 1*.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of **\$750.00** for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.

SERVICE OF NOTICES TO TOWN. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK – CASTLE ROCK WATER
 Attn: Director of Castle Rock Water
 175 Kellogg Court
 Castle Rock, CO 80109

With a copy to:
 Town Attorney
 100 N. Wilcox Street
 Castle Rock, CO 80104
Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *The Certificate of Insurance ("COI") must be submitted along with the executed contract as Exhibit 3.*

RESPONSIBILITY FOR DAMAGE CLAIMS. See Article 6 of the General Conditions in *Exhibit 1*.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claims clause.

CON-2026-0043



Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This Contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

AMERICANS WITH DISABILITIES ACT. Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Contract, to include website design services, will comply with all requirements of Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act, the Architectural Barriers Act, and the Colorado Anti-Discrimination Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Contract fail to comply with the requirements of this Section, Contractor shall indemnify the Town in accordance with the terms of this Contract and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliant deliverable, work, service or equipment into compliance.

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

TITLE VI COMPLIANCE. To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

ADVERTISING AND PUBLIC DISCLOSURE. Contractor shall not include any reference to this Contract or goods or services provided pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall

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preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

VENUE, CHOICE OF LAW AND DISPUTES. Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

AUTHORITY. The individuals executing this Contract represent that they are expressly authorized to enter into this Contract on behalf of the Town and the Contractor and bind their respective entities. This Contract is executed and made effective as provided herein.

LICENSES/TAXES. Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or rising out of this Contract.

CONFIDENTIALITY. Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Contract and, except as may be required in carrying out the terms of this Contract, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

ATTACHED EXHIBITS:

EXHIBIT 1 – TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS

EXHIBIT 2 – CONTRACTOR'S PROPOSAL

EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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CON-2026-0043



Executed this 17th day of February, 2026.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR – HYDRO RESOURCES – ROCKY MOUNTAIN, INC.:

By:


(Signature)

John Toler

(Print Name)

Its:

General Manager/VP - Rocky

(Title)

State of Colorado
County of Weld

Signed before me this 11th day of February,
2026.

TAMARA L TURNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904008998
MY COMMISSION EXPIRES APRIL 10, 2028

Tamara L Turner
My commission expires
04/10/2028



EXHIBIT 1

TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS

SCOPE: Since the General Conditions are general, some conditions may not apply to a particular Project.

Article 1--DEFINITIONS AND ABBREVIATIONS

- 1.1 Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:
- 1.0.1 **Addenda:** Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
 - 1.0.2 **Alternate Bid:** An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
 - 1.0.3 **Bid:** The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
 - 1.0.4 **Bid Forms:** The Bid Proposal, Bid Bond, Bid Schedule, Bidder's Qualifications and Data, Bidder's Officials Data, Non-Collusion Affidavit of Prime Bidder, and Subcontractors and Related Data.
 - 1.0.5 **Bidder.** The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
 - 1.0.6 **Bidding Documents:** The Invitation to Bid, Bid Forms, Information and Instructions to Bidders, Specifications, Drawings, Sample Forms, Special and General Conditions and Addenda (if any).
 - 1.0.7 **Bonds:** Bid Bonds, Performance, and Labor and Material Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
 - 1.0.8 **Change Order:** A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.
 - 1.1.9 **Claim:** A written demand for payment of money, extension of time, or other relief allowed by this Contract.
 - 1.0.10 **Completion Date:** The date the Contract specifies the Work is to be completed.



- 1.1.11 **Construction Completion:** Construction Completion of the Work occurs following Substantial Completion and when the Contractor has completed the Work in accordance with the Contract Documents, including completion of all punch lists and cleanup work, and the Contractor has submitted to the Owner:
- (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
 - (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;
 - (c) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;
 - (d) consent of surety, if any, to final payment;
 - (e) all operating and maintenance manuals;
 - (f) identification lists of all materials and equipment;
 - (g) inspection Certificates;
 - (h) record documents;
 - (i) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment;
 - (j) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and
 - (k) if required by the Contract Documents, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.
- 1.0.12 **Contract:** The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.
- 1.0.13 **Contract Coordinator:** The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.
- 1.0.14 **Contract Documents:** All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Town Project Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Invitation to Bid, Notice of Award, Notice of Construction Completion, Notice to Proceed, Notice of Substantial Completion, Performance and Labor and Material Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications. No one part of the



Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.

- 1.0.15 **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.0.16 **Contract Time:** The number of days stated in the Contract for the completion of the Project.
- 1.0.17 **Contractor:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project.
- 1.0.18 **Date of Contract:** The execution date in the Agreement for a Construction Contract.
- 1.0.19 **Day:** A calendar day of twenty-four hours each.
- 1.1.20 **Defective:** Work and/or Materials that are unsatisfactory, faulty or deficient, do not conform to the Contract Documents, do not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or have been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner in accordance with this Contract).
- 1.0.21 **Drawings:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.0.22 **Field Order:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction based on an emergent need and for no more than 5% of the Project Contingency, so long as within the Project Manager's signing authority. Field Orders shall be routed for appropriate Town-wide signatures within thirty days of execution of such Field Order for formal incorporation into the Contract.
- 1.0.23 **Inspector:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.24 **Milestone:** A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.0.25 **Notice of Award:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.0.26 **Notice of Construction Completion:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.0.27 **Notice of Final Acceptance:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.
- 1.0.28 **Notice to Proceed:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.



- 1.0.29 **Notice of Substantial Completion:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.0.30 **Owner.** The Town; see Section 1.1.42.
- 1.1.31 **Owner's Design Consultant:** The person, firm or corporation retained by Owner to provide engineering services as Owner's independent professional associate or consultant for the Work.
- 1.0.32 **Project:** The undertaking to be performed as provided in the Contract.
- 1.0.33 **Project Manager:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.0.34 **Shop Drawings:** All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.0.35 **Special Conditions:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.0.36 **Specifications:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.
- 1.1.37 **Subcontract:** A contract between a Contractor and a Subcontractor.
- 1.0.38 **Subcontractor:** Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.
- 1.1.39 **Substantial Completion:** Substantial completion occurs when the Work (or a specified part thereof) has progressed to the point that it can be utilized for the purposes for which it is intended, as further specified in Article 14. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. A certificate of occupancy alone is not evidence of Substantial Completion.

Substantial Completion for the Project is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide the Owner the full time, uninterrupted, continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of the Owner's Design Consultant in accordance with the requirements of the Specifications; and (iii) all inspections required have been completed and identified conditions corrected.

Specific items of Work, which shall be completed prior to declaration of Substantial Completion date includes, but are not limited to the following:

- (a) Correction of all state, local, and other regulatory agencies defective work lists.

- (b) Operation and maintenance manuals have been received and approved by the Owner including, but not necessarily limited to, the following:
 - (i) Contractor's redline mark-ups to Owner's Design Consultant.
 - (ii) Operation and maintenance manuals, including service and maintenance agreements.
 - (iii) Equipment and data forms.
- (c) All special accessories have been provided that are required to place each item of equipment in full operation. These special accessory items include, but are not limited to, specified spare parts, valve operators, and other expendable items required for startup and operation of the operating facilities or systems as a whole.
- (d) All additional warranty or insurance coverage requirements have been provided.
- (e) All safety features are completed.
- (f) Any and all required occupancy permits have been issued by any governmental entity having jurisdiction.

Owner occupancy and use of substantially completed Work does not constitute final acceptance by the Owner of such Work.

- 1.0.40 **Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.0.41 **Surety:** The entity which is bound with and for the Contractor for the Performance of the Work and for the Labor and Material Bond.
- 1.1.42 **Town:** The Town of Castle Rock, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
- 1.0.43 **Unit Price:** An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.44 **Unit Price Work:** Work to be paid for on the basis of unit prices.
- 1.1.45 **Warranty Work:** Work that is not in conformance with the Contract Documents. This includes Work that is defective.
- 1.0.46 **Work:** The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.1.47 **Written Amendment:** A change to the Contract Documents that is signed by Owner and Contractor on or after the Effective Date of the Contract and normally addresses non-



engineering or non-technical rather than strictly Work-related aspects of the Contract Documents. A Written Amendment may also add Work to the scope of the Contract.

- 1.1 **Abbreviations:** When the following abbreviations appear in the documents, they are defined as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
EPA	Environmental Protection Agency
MUTCD	Manual on Uniform Traffic Control Devices
OSHA	Occupational Safety & Health Administration

Article 2--PRELIMINARY MATTER

- 2.1 **Notice to Proceed:** Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract.
- 2.2 **Contractor's Understanding:** The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.
- 2.3 **Contractor's Warranty:** The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction plant, personnel, and its ability to complete the Project within the allotted time.
- 2.4 **Contractor's License and Permits:** Contractor, or if applicable Subcontractor, shall be responsible for applying for, and obtaining all Town, County, State and/or Federal licenses and permits required to do the Work. Contractor will not be required to pay for Town permits, with the exception of the Temporary Erosion and Sediment Control (TESC) permit. All TESC permit fees must be paid by Contractor or Subcontractor as a condition to issuance of such TESC Permit.
- 2.5 **Schedules, Reports, and Records**



- 2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute a Critical Path Method schedule (CPM), or bar graph type schedule. The Special Conditions will state when a CPM network schedule is required.
- 2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.
- 2.6 **Contractor's Address:** The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.
- 2.7 **Notification of Utility Owners**
- 2.7.3 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
- 2.7.4 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
- 2.7.5 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
- 2.7.6 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.
- 2.8 **Department of Revenue Forms**
- 2.8.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
- 2.8.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project:
- a. Federal Tax Exemption Number: 84-6000640
 - b. State of Colorado Tax Exemption Number: 98-05820-0000



2.9 Representations

- 2.9.1 The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as otherwise indicated in the Contract Documents. The Contractor shall promptly report to the Owner's Design Consultant and Owner any nonconformity of the Drawings and Specifications with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities which is discovered by or made known to the Contractor as a request for information in such form as the Owner's Design Consultant may require.
- 2.9.2 Contractor hereby represents, promises, and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the Work required hereunder.

Article 3--DRAWINGS AND SPECIFICATIONS

3.1 Intent of Drawings and Specifications

- 3.1.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.
- 3.1.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.
- 3.1.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.
- 3.1.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.
- 3.1.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words **approved, acceptable or satisfactory** shall refer to approval by the Project Manager.
- 3.1.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.

- 3.2 **Copies of Drawings and Specifications Furnished:** The Project Manager will furnish to the Contractor, free of charge, four copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.

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- 3.3 **Discrepancies in Drawings:** Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any Work done by the Contractor after discovery of such discrepancies, errors or omissions is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.
- 3.4 **Dimensions:** Figured dimensions shall govern over scaled dimensions.
- 3.5 **Drawings and Specifications at Job Site:** The Contractor shall keep one complete set of all Drawings and Specifications at the job-site, available to the Project Manager or the Manager's representative at all times.
- 3.6 **Shop Drawings**
- 3.6.6 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.
- 3.6.7 The Contractor shall submit for approval four reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.
- 3.6.8 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.9 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.
- 3.7 **Record Documents:** The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.
- 3.8 **Differing Site Conditions**
- 3.8.9 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:

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- (a) Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or
- (b) Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

3.8.10 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 11 of these General Conditions.

- (a) No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.
- (b) No claim will be allowed under this Article if Final Payment has been made.

3.9 Surveys

3.9.1 The Project Manager shall develop and arrange for all detail surveys necessary. The Contractor assumes full responsibility for construction according to the established lines and grades.

3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

Article 4--AVAILABILITY OF RIGHT-OF-WAY

4.1 Acquisition of Right-of-Way

4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.

4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

4.2 **Access to Right-of-Way:** The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

4.3 **State Highway Right-of-Way:** If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT) the Town shall obtain the necessary permits from CDOT to perform such Work. Town, at its option may assign the responsibility to Contractor to obtain the necessary permits from CDOT to perform such Work.



The Contractor shall conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeded if necessary, at the completion of the Project.

- 4.4 **Temporary Storage Facilities:** The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

Article 5--BONDS AND INSURANCE

- 5.1 **Performance Bond and Labor and Material Payment Bond:** The Contractor shall, within ten days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Labor and Material Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 Insurance

- 5.2.2 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.
- 5.2.2 Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 5.2.3 Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

5.3 Insurance Requirements

- 5.3.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance



shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VII or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- (a) Severability of interests or separation of insureds provision;
- (b) Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- (c) The underlying Agreement is an "insured contract" under the policy; and
- (d) Defense costs shall be outside the policy limits for liability coverage.

5.3.2 **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as *Exhibit 3*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

5.3.3 **Additional Insureds:** For Commercial General Liability, Automobile Liability, Contractors Pollution Liability (if required) and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town, and the Town's Design Consultant for the Project, as additional insureds.

5.3.4 **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, Contractor's insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town, and the Town's Design Consultant for the Project.



- 5.3.5 **Subcontractors and Subconsultants:** All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Automobile Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the Town.
- 5.3.6 **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 5.3.7 **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.
- 5.3.8 **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
- 5.3.9 **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.
- 5.3.10 **Additional Provisions:**
- 5.3.10.1 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the Town, whichever is earlier.
- 5.3.10.2 Contractor shall advise the Town in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have



been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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

Article 6--INDEMNIFICATION

6.1 Responsibility for Damage Claims

- 6.1.1 The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, and the Town's Design Consultant for the Project, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it and the Town are adequately protected by public liability and property damage insurance.
- 6.1.2 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Castle Rock, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.3 Nothing in the **INSURANCE PROVISIONS** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.
- 6.1.4 This indemnification obligation shall survive the expiration or termination of this Contract.

Article 7--CONTRACTOR'S RESPONSIBILITIES

7.1 Control of the Work

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.



- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

7.2 General Use of Subcontractors

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.
- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.
- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.
- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

7.3 Materials and Equipment Furnished by the Contractor

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.



- 7.3.4 The Contractor shall furnish the Project Manager, for the Manager's approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.
- 7.3.5 The Contractor shall give the Project Manager three copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 **Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time.** The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.
- 7.4 **Patents and Copyrights**
- 7.4.1 The Contractor shall provide a suitable legal agreement with the patentee giving the Contractor the right to use any design, device, material, or process covered by letters patent or copyright, in the construction of the Project when the use has not been specified or required by the Drawings and Specifications. The Contractor shall file a copy of this agreement with the Town, if requested. The Contractor and the Surety shall indemnify, defend and save harmless the Town from all claims for infringements on patented design, devices, material, process or any trademark or copyright during the prosecution or after the completion of the Project.
- 7.4.2 If any design, device, material, process or product of a particular manufacturer covered by letters patent or copyright is specified for use by the Drawings and Specifications, the Town is responsible for any claims for infringement by reason of the use of such design, device, material, process or product of a particular manufacturer; but the Contractor shall pay any royalties or license fees required.
- 7.5 **Existing Utilities**
- 7.5.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.
- 7.5.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.
- 7.6 **Coordination with Utilities Departments**
- 7.6.1 The Contractor shall always coordinate its Work with Castle Rock Water. If it becomes necessary to close portions of any water or sewer system due to construction operations, a



minimum of 48 hours notification shall be given Castle Rock Water and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

- 7.6.2 All water from Castle Rock Water required for the Project will be provided at the Contractor's expense.

7.7 **Laws and Ordinances**

- 7.7.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.
- 7.7.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.
- 7.7.3 IT IS UNLAWFUL AND UNETHICAL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE, OR FOR ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION OR PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY PROGRAM REQUIREMENT OR A CONTRACT OR SUBCONTRACT, OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.
- 7.7.4 IT IS UNLAWFUL AND UNETHICAL FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OF ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

7.8 **Protection of Persons**

- 7.8.1 The Contractor is responsible for the health and safety of each and every person on or at the Work site. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.
- 7.8.2 Contractor shall prepare and implement a safety program complying with all of the requirements in this Section. Prior to the start of construction, Contractor shall provide the safety program to the Project Manager.
- 7.8.3 Prior to the start of construction, the Contractor shall provide the Project Manager with a statement signed by the Contractor's Superintendent that all Contractor Personnel have

been or will be briefed on the Contractor's safety program prior to being allowed on the Work site.

- 7.8.4 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado, or the Town, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.
- 7.8.5 The Town shall have the right at any time to request a safety compliance review of the Contractor's and its Subcontractor's safety policies, practices, and procedures. The Contractor shall provide to the Project Manager a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within twenty-four (24) hours after it is received. The Contractor shall also provide the Project Manager a copy of any Contractor reply to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Contractor's responsibilities for safety of the Work site.
- 7.8.6 The Contractor shall provide written notice of any report of injury on the Work site to the Project Manager within forty-eight (48) hours after Contractor becomes aware of same. In addition, the Contractor shall provide verbal notice of the injury to the Project Manager immediately following the report of the injury. Contractor shall thereafter provide a copy of any investigation into the injury and a written statement of resolution of the injury, which should include but is not limited to, the cause of the injury and remediation steps the Contractor will take to prevent another similar injury.
- 7.8.7 The Contractor shall employ at the Work site a responsible qualified person whose duties shall include the protection of persons and property and the administration of the Contractor's safety program. This person must have safety training, a working knowledge of safety requirements, and experience administering safety programs. The Contractor shall provide the Project Manager with this person's name prior to the start of construction.
- 7.8.8 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.
- 7.8.9 The Contractor shall provide all necessary protective devices and safety precautions. Such devices and precautions may include but are not limited to: posting of danger signs warning against hazards such as, but not limited to, hoists, well holes, elevator hatchways, scaffolding, openings, stairways, trip and fall hazards and falling materials; placement of warning flares; equipment back-up alarms; installation of barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered to be an adequate substitute for physical protective barriers. The costs of all protective devices and the planning and implementing of safety precautions are considered to be included in the Contract Amount.



- 7.8.10 This Section shall be interpreted in its broadest sense for the protection of persons and property, and no act or omission to act by the Town, its officers, employees or agents, or by any consultant shall relieve the Contractor of its obligations and duties hereunder.

7.9 Protection of Property

- 7.9.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.
- 7.9.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.10 Protection of Historical Sites

- 7.10.1 When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the Contractor shall temporarily discontinue the operations, and immediately advise the Project Manager. The Project Manager will contact archeological authorities to determine the disposition of the items in question. When directed, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and remove them for delivery to the custody of the proper authorities. Such excavation is considered, and paid for, as extra Work.

7.11 Responsibility to Repair

- 7.11.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.
- 7.11.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.
- 7.11.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.12 Traffic Control



- 7.12.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two-way traffic shall be maintained at all times in public roadways. At least 7 days before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan for review from the Public Works Department, with a copy to the Police Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Director.
- 7.12.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Director.
- 7.12.3 Whenever a police officer is necessary for traffic control, the Contractor shall hire and pay a uniformed off-duty police officer with authority in the Town to direct traffic. The police department will determine the rate of pay for the officers.
- 7.12.4 The Contractor shall make its Traffic Control plans in concurrence with the Town requirements.

7.13 Sanitary Regulations

- 7.13.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.
- 7.13.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.
- 7.13.3 At convenient places, the Contractor shall provide fly-proof outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted in any reservoir area and shall not be permitted where they may pollute a water supply.

7.14 Pollution Control

- 7.14.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract whether on right-of-way provided by the Town or elsewhere.
- 7.14.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent,



industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Non-regulated solid wastes shall be disposed of by methods approved under applicable laws and regulations, including, the Resource Conservation and Recovery Act (RCRA), Subtitle D, as administered by Colorado and local Health Departments and the EPA. Contaminated and hazardous materials are regulated by RCRA, Subtitles C and D. The Contractor shall notify the Colorado Department of Health, local Health Departments, and Town Fire Departments if suspect materials are encountered.

- 7.14.3 The Contractor shall utilize methods and devices that are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants including dust in its construction activities and operation of equipment.
- 7.14.4 **The Contractor shall not emit dust into the atmosphere during any operations, including but not limited to:** grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.
- 7.14.5 The Contractor may not operate equipment and vehicles with excessive emission of exhaust gases due to improper mechanical adjustments, or other inefficient operating conditions, until repairs or adjustments are made.
- 7.14.6 Burning trash, rubbish, trees, brush or other combustible construction materials is not permitted.
- 7.14.7 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means. Excavated materials may not be deposited or stored in or alongside lakes or water courses where they can be washed away by high water or storm runoff.
- 7.14.8 The Contractor may not allow waste water from aggregate processing, concrete batching or other construction operations to enter lakes, streams, water courses or other surface waters without turbidity control methods such as settling ponds, gravel-filter entrapment dikes, approved flocculation processes that are not harmful to fish, recirculation systems for washing of aggregates or other approved methods. Any wastewater discharged into surface waters shall conform to applicable discharge standards of the Colorado Department of Health and the Federal Government.

7.15 **Cleaning Up and Restoration**

- 7.15.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.

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- 7.15.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.
- 7.15.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

Article 8--OTHER WORK

- 8.1 The Town reserves the right to award other Contracts in connection with the Project. The Contractor shall cooperate with and afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall coordinate its Work with theirs.

Article 9--TOWN'S RESPONSIBILITIES

- 9.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

Article 10--PROJECT MANAGER'S RESPONSIBILITIES

- 10.1 The Project Manager is designated by the Town to exercise all authority on its behalf under the Contract and to see that the Project is completed according to its terms and conditions. The Project Manager may assume exclusive control of the performance of the Contractor whenever such performance is located in or upon the Town's property. The Project Manager will furnish all explanations, directions, stakes or markers, and inspections necessary to carry out and complete the Project.
- 10.2 **Lines and Grades**
- 10.2.1 The Contractor shall survey and stake as needed to complete project.
- 10.2.2 The Project Manager may appoint a Surveyor who will furnish all lines and grades. The Contractor shall give assistance, as required by the Surveyor, to aid in the staking, including clearing, improving access, exploratory excavations, and suspending operations to permit the Surveyor to perform its Work.
- 10.2.3 The Contractor shall give notice to the Surveyor at least three full days before initial lines and grades are needed. Thereafter, the Contractor shall give the Surveyor notice at least one full day before additional line and grade stakes are needed. The Project Manager is not responsible for providing lines and grades until the Contractor meets this Article's notice requirements.
- 10.2.4 The Contractor shall preserve all stakes, bench marks, and any other survey points. If they are destroyed by the Contractor or its employees, the Contractor shall pay for their replacement.
- 10.3 **Inspection**



- 10.3.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.
- 10.3.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.
- 10.3.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by someone other than the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.
- 10.3.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.
- 10.3.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

10.4 **Stop Work Order**

- 10.4.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:
 - (a) Unsuitable weather;
 - (b) Faulty workmanship;
 - (c) Improper superintendence;
 - (d) Contractor's failure to carry out orders or to perform any provision of the Contract;
 - (e) Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
 - (f) Work being carried on in an unsafe manner.
- 10.4.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.



10.4.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

10.5 Disputes

10.5.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten days after their receipt.

10.5.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

Article 11--CHANGES

11.1 General

11.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

11.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:

- (a) In the Specifications (including Drawings and designs);
- (b) In the method or manner of the performance of the Work;
- (c) In facilities, equipment, materials, services or site furnished by the Town; or
- (d) Directing acceleration in the performance of the Work.

11.1.3 Any other written order or verbal order (which terms as used in this Article shall include direction, instruction, interpretation or determination) from the Project Manager, which causes the change, will be treated as a Change Order under this Article, provided that the Contractor gives the Project Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

11.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.

11.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.



- 11.1.6 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.
- 11.2 **Compliance with § 24-91-103.6:** Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.
- 11.3 **Field Orders:** The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.
- 11.4 **Change Orders**
- 11.4.6 Changes in the Contract Price are authorized only by a Change Order or by a Written Amendment. Changes in contract time may be made by Change Order or by other appropriate written authorization.
- 11.4.7 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:
- (a) Unit Prices submitted in the Bid Schedule;
 - (b) Negotiated Unit Prices; and
 - (c) Negotiated lump sum.
- 11.5 **Extras and Force Account Work**
- 11.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.
- 11.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 11.5.3, shall be used.



- 11.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 11.5.4, 11.5.5 and 11.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 11.5.4, 11.5.5 and 11.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 11.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

- 11.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.



The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 11.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.5.4.

Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

- 11.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.
- 11.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

Article 12--CONTRACT TIME

12.1 General

- 12.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.
- 12.1.2 The capacity of the Contractor's construction plant and force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

12.2 Delays

- 12.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.



12.2.2 **Non-excusable delay** is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- (a) Late submittal of Shop Drawings;
- (b) Late procurement of materials or equipment;
- (c) Insufficient personnel;
- (d) Unqualified personnel;
- (e) Inadequate coordination of Subcontractors or other contractors;
- (f) Subcontractor delays;
- (g) Late response to Town and Project Manager inquiries; or
- (h) Construction not conforming to contract requirements making repeated re-working necessary.

12.2.3 **Excusable delay** is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

12.2.4 **Compensable delay** is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town-caused delays are:

- (a) Late approval of Shop Drawings and samples;
- (b) Delays in answers to field inquiries by the Contractor;
- (c) Interference with the Contractor during construction;
- (d) Town-caused schedule changes;
- (e) Design changes; or
- (f) Interference by other contractor's or the Town's forces.

12.2.5 **Failure to Prosecute Work.** If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence.

12.3 **Failure to Complete Work on Time--Liquidated Damages**

12.3.1 The Town may permit the Contractor to proceed if the Contractor fails to complete the Work on or before the original date set forth for or on or before the corrected. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

12.3.2 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In



addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.

- 12.3.3 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

Article 13--WARRANTY AND GUARANTEE; SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 Warranty and Guarantees

- 13.1.1 The Contractor and its Surety are jointly responsible for maintenance and satisfactory operation of Work performed under the Contract for a period of one year following the Notice of Construction Completion or until warranty work is fully satisfied. They are responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety are liable for any failure resulting from the Town's neglect or improper operation of facilities or the act of a third party.
- 13.1.2 The obligations of 13.1.1 shall survive termination of the Contract under the provisions of Article 15.

13.2 Samples and Testing

- 13.2.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.
- 13.2.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.
- 13.2.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.
- 13.2.4 The Contractor will pay the cost of the initial test except when the Contract states otherwise. The Contractor will pay the costs for repeated tests due to failure of the initial test.

13.3 Access to Work

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- 13.3.1 The Project Manager and the Manager's representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.
- 13.3.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.
- 13.3.3 The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

13.4 **Defective Work and Materials**

- 13.4.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.
- 13.4.2 If the Contractor fails to replace rejected materials or Work within ten days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

Article 14--PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 **General**

- 14.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.
- 14.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.
- 14.2 **Determination of Amounts and Quantities:** The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 13.3. The method of measurement of the Contract Bid Items will be as specified in the Special Conditions.



14.3 Variations in Estimated Quantities

- 14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.
- 14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

14.4 Monthly Estimates--Partial Payments

- 14.4.2 The Contractor shall prepare monthly partial estimates (monthly estimates) for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly estimates before progress payments will be made. The format of the monthly estimates will be related to the format of the Bid Proposal.
- 14.4.3 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the total amount earned as indicated in the monthly estimate until the Project is substantially completed, provided, however, that at any time after the value of the completed Work equals or exceeds fifty percent of the face value of the Contract, the Town shall, if it finds that satisfactory progress is being made, retain the amount previously withheld but make the remaining partial payments in full. At no time may the amount retained exceed five percent of the total Contract Price.
- 14.4.4 If the Town finds that satisfactory progress is being made in all phases of the Contract, it may, upon written request by the Contractor, authorize payment from the withheld percentage. Before such payment is made, the Town shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any Surety furnishing Bonds for the Contract. The Contractor shall make partial payments of the amount due to each of its Subcontractors in the same manner as the Town is required to pay the Contractor under this Article, providing that the Subcontractor is satisfactorily performing under its Contract with the Contractor.
- 14.4.4 Monthly estimates may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly estimate, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.
- 14.4.5 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:



- (a) Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;
- (b) Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;
- (c) A reasonable doubt that the Contract can be completed for the balance then unpaid;
- (d) Evidence of damage to another Contractor or private property;
- (e) Uncorrected defective Work or guarantees that have not been met;
- (g) Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
- (h) Persistent failure to carry out the Work according to the Contract; or
- (i) Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

14.4.6 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

14.5 Escrow Contract in Lieu of Retainage

14.5.1 When sums are withheld to assure satisfactory performance of any contract exceeding fifty thousand dollars, the Contractor may withdraw the whole or any portion of the withheld sums if the Contractor deposits acceptable securities with the Town's Director of Finance to negotiate the acceptable securities and to receive the payments due the Town pursuant to law or the terms of the Contract. To the extent there are excess funds resulting from negotiation, the balance shall be returned to the Contractor. Acceptable securities which are deposited shall have a market value at least equal in value to the amount withdrawn at all times. If at any time the Town determines that the market value of the acceptable securities deposited has fallen below the amount withdrawn, the Town's Director of Finance shall give notice to the Contractor, who shall deposit additional acceptable securities in an amount sufficient to re-establish a total deposit of securities equal in value to the amount withdrawn.

14.5.2 The Town may enter into an escrow contract or agreement with any national bank, state bank, trust company or savings and loan association located in this state and designated by the Contractor, after notice to the Surety, to provide an escrow agent for the custodial care and servicing of any obligations deposited with it pursuant to §24-91-106, C.R.S., as amended. Such services shall include the safekeeping of the obligations and the rendering of all services required to effectuate the purpose of §§24-91-106 and 38-26-107, C.R.S., as amended.



- 14.5.3 The Town or any national bank, state bank, trust company or savings and loan association located in the state and designated by the Contractor to serve as custodian for the obligations pursuant to §24-91-106, C.R.S., as amended, shall collect all interest and income when due on the obligations deposited and shall pay them, when and as collected, to the Contractor who deposited the obligations. If the deposit is in the form of coupon Bonds the escrow agent shall deliver each coupon, as it matures, to the Contractor. The Contractor may not charge any expense incurred for this service to the Town.
- 14.5.4 Any amount deducted by the Town, pursuant to law or the terms of a Contract, from the retained payments otherwise due to the Contractor, will be deducted first from that portion of the retained payments for which no obligation has been substituted and then from the proceeds of any deposited obligation, in which case, the Contractor is entitled to receive the interest, coupons or income only from those obligations which remain on deposit after such amount has been deducted.
- 14.5.5 Provided that the Subcontractor has performed under its Contract with the Contractor, the Contractor shall disburse to each Subcontractor all retained payments and interest disbursed to the Contractor by the Town, in proportion to the respective amounts of retained payments, if any, which the Contractor has withheld from its Subcontractors.
- 14.5.6 If it becomes necessary for the Town to take over the completion of any Contract, all of the amount owed the Contractor, including the withheld percentage, shall first be applied toward the cost of completion of the Contract and any liquidated damages. Any balance remaining in the retained percentage shall be payable to the Contractor or the Contractor's creditors. Such retained percentage, as may be due any Contractor, shall be due and payable at the expiration of thirty days from the date of the Town Project Final Acceptance.
- 14.6 **Town's Right to Accept Portion of the Project:** The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.
- 14.7 **Substantial Completion:** When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Completion for the Project, or the date set in the Notice of Construction Completion for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.
- 14.8 **Construction Completion:** When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within five days after such notice, make the final inspection. If the Project Manager finds that the Project has been completed



according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Completion. Notices of Construction Completion issued orally or without proper Town authorization are void.

- 14.9 **Claims Against the Contractor:** As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.
- 14.10 **Final Payment--Pursuant to Section 38-26-107, C.R.S., as Amended**
- 14.10.1 After the Notice of Construction Completion is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainage, may be made.
- 14.10.2 If any Subcontractor or Supplier files a claim before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.
- 14.10.3 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.
- 14.10.4 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

Article 15--CONTRACT TERMINATION

- 15.1 **Town's Right to Terminate Contract for Convenience:** The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.
- 15.2 **Town's Right to Terminate Contract for Default:** The Project Manager, with the approval of the Town and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete



the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

15.3 Contractor's Right to Terminate Contract

15.3.4 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.

15.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

15.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

Article 16--EQUAL OPPORTUNITY

16.1 **General:** During the performance of the Contract, the Contractor agrees as follows:

16.1.4 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

16.1.5 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

Article 17--AUDIT

17.1 Records and Reports

17.1.1 The Contractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the Contract in which the Work is completed.

17.1.2 The Subcontractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the subcontract.

17.2 **Access:** The Contractor shall permit the Town and the Town's accountants to have access as stated in Article 13.3 and to the records kept per Article 17.2 for the purpose of making such financial audits, or verifications as the Town deems necessary or appropriate concerning the Contractor's performance under the Contract.



Article 18--MISCELLANEOUS

- 18.1 **Reservation of Right to Bar Persons from the Work and Site:** The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.
- 18.2 **Provisions Construed as to Fair Meaning.** The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.
- 18.3 **Headings for Convenience:** All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of the Contract.
- 18.4 **No Implied Representations:** No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Contract.
- 18.5 **Financial Obligations of Town:** All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.
- 18.6 **Assignment/transference:** The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.
- 18.7 **Amendments.** The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.
- 18.8 **Waiver.** No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.
- 18.9 **Governing Law.** The Contract is governed and to be construed according to the laws of the State of Colorado.
- 18.10 **Binding Contract.** The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 18.11 **Colorado Labor Preference.** In accordance with the requirements of the Colorado Labor on Public Works Act, Section 8-17-101, et seq., C.R.S., Contractor shall ensure that Colorado labor shall be employed to perform at least 80% of the work. It shall be the sole responsibility of Contractor to ensure that all Subcontractors comply with this requirement.



EXHIBIT 2
CONTRACTOR'S PROPOSAL



Hydro Resources – Rocky Mountain, Inc
 13027 County Road 18, Unit C
 Fort Lupton, CO 80621
 Phone (303) 857-7540
 Fax (303) 857-3826

January 15, 2026

Castle Rock Water
 175 Kellogg Court
 Castle Rock, CO 80109

ATTN: Ms. Zuzana Howard

Project: 2026 Denver Basin Rehab of Wells 44, 118, 219, 92 and 72R

Ms. Moore,

Hydro Resources (HR) is pleased to present the following proposal for well rehabilitation services of Castle Rock Water's Denver Basin Wells 44, 118, 219, 92 and 72R. HR has a history of performing successful well rehabilitations for Castle Rock Water and neighboring communities. HR wishes to outline our understanding of the scope of work. Before reviewing the project details, HR would first like to stress our commitment to the Town of Castle Rock to providing a company committed to making Health & Safety our number one priority on this project. HR has broken down the proposal into the following units:

- I. Technical Approach**
- II. Clarifications**
- III. Estimated Schedule**
- IV. Attachments**

I. Technical Approach

HR has multiple pump rigs and support equipment that can be utilized for this scope. HR plans on utilizing a Pulstar P100000 rig (or equivalent) 50 Ton Capacity rig as pictured below.



Well Abandonment for Well 92

- Mobilize pump rig and three-man pump crew to the site.
- HR has assumed the well is 851' deep with 8" over 9-5/8" diameter casing based on state records.
- Set up the perforator – Sonar Jet 577' to 551'.

- Set up rig insert tremie pipe to depth.
- Install a cement grout plug from 851' to 5' below surface and allow to set for 24 hours.
- HR has assumed a well volume of 14 cubic yards and has estimated 25% overage for the calculated cement grout volume.
- Next day, dig down and cut off casing.
- File well abandonment report.
- Demobilize rig from site.

Well Inspection of Well 72R

- Mobilize pump service crew to the site
- Pull existing pumping equipment. Perform an evaluation of the pumping equipment and provide a report to Castle Rock on recommended repairs (including pipe, cable, etc.)
- Perform video survey of the well. Evaluate and record observations for well rehabilitation recommendation if any are needed.
- Install existing and new (if requested) pump equipment into the well. Disinfect well. Perform startup test to verify pump operation.

Well Rehabilitations for Wells 44, 118 and 219

HR has reviewed our history of well rehabilitations for Castle Rock and for similar wells and has developed a well rehabilitation program based upon these reviews. Because no well is identical, HR plans on utilizing pumping data prior to pulling the pump and the downhole well televising as tools to determine the best method for well rehabilitation for each well.

For bidding purposes, HR is utilizing a baseline well treatment plan and has chosen chemicals that have historically been successful. The procedure will progress as follows:

- Perform pump test for one hour to determine well's specific capacity and baseline performance.
- Mobilize pump service crew to the wells designated by Castle Rock. (Anticipated that we can have two offline at the same time.) Pull existing pumping equipment. Perform an evaluation of the pumping equipment and provide a report to Castle Rock on recommended repairs (including pipe, cable, etc.)
- Perform video survey of the well. Evaluate and record observations for well rehabilitation recommendations.
- Proceed with well cleaning procedure per the following:
 - Brush to loosen debris (4 hours) and Bail for (2 hours) and pump screen to depth to remove loose debris, bailing to remove fill and debris in the bottom of the well. This will ensure the screen is fully exposed before induction of chemistry.
 - *Brush & Pumping for 10 hours instead of the Brush & Bail for CR44/\$4,110.00, CR118/\$7,200.00, CR219/ as an option.*
 - Perform acid treatment utilizing Cotey Liquid Descaler on the well. Inject chemistry and surge utilizing a double disk surge block and brush for 2 hours.
 - Install temporary pumping equipment and pump into temporary storage.
 - Neutralize (8 hours) and pump off chemistry from well. Pump to local sanitary sewer or haul with water truck to closest sanitary location.
 - Remove temporary equipment.
 - Sand pump sediment (2 hours)
- Perform post rehabilitation video survey.

- Install existing and new (if requested) pump equipment into the well. Disinfect well. Perform startup test to verify pump operation.

The well treatment will incorporate chemical treatment and mechanical treatment of the wells. All three wells in scope have been included for acid treatment using Cotey Liquid Descaler. HR has found that the chemicals have the following properties to benefit the well rehab program:

- Remove biofilm produced by slime-forming bacteria, such as that produced by iron-oxidizing and sulfate-reducing bacteria.
- Act as an excellent chelating agent (tie up) on iron sulfates and iron chlorides.
- Dissolve carbonate, sulfate, magnesium and iron deposits (mineral deposits).
- Keep dissolved solids in suspension more efficiently than other mineral acids improving well rinse-out.

The chemical quantities and costs have been developed based upon the static water levels provided. Labor and materials are included in well cleaning bid items. The estimated volumes are listed below.

Well	Casing Diameter	Well Depth	SWL	Water Column Ft	Volume (Gals)	Treatment Volume (Gals)
CR-44	10	1140	915	225	1300	65
CR-118	12	2376	1955	421	3939	196
CR-219	12	1817	1285	532	4204	210

II. Clarifications:

- 1) Where actual sediment quantity and elevation of was not provided and is unknown, labor for sediment removal is estimated only. Owner or representative of owner must also beware that other factors such as hardness, substrate type (sand, clays, shale, etc.) can be factor in the amount of time for sediment removal.
- 2) Neutralization of fluids and pumping to waste is by estimate only. Additional costs for neutralization would be at \$160.00 per hour plus additional chemicals, mobilization, (\$270.00 per trip) if applicable.
- 3) Transporting of wastewater or test water off site is included in main bid. Disposal includes approximately 3 borehole diameter loads (~20,000 gallons, 4 each Truck Loads) to be transported to sanitary sewers as directed. Additional costs would be \$1,775.00 per (5,000 gal. 1 truck load).
- 4) Pricing based off re-use of existing downhole cable, transducer, hanger, etc. Pricing based off existing system gear as being operational and ready for startup. Hydro resources warranty (1 year) is on only new Hydro Resources provided equipment. It is assumed re-run of used equipment is in adequate condition for re-use.
- 5) HR has not included taxes.
- 6) Other methods for rehabilitation beyond the scope of description above would have to be evaluated for alternate costs.
- 7) The material supply includes the following (per specifications):

Well	Pumping Parameters	Motor	Bowl
CR-44	150 GPM @ 1195' TDH	Hitachi 6" 3/60/460V, 2P	Grundfos 6" 160S600-31
CR-118	540 GPM @ 2205' TDH	Baker Hughes 532XP	Baker Hughes HC20000
CR-219	NA	NA	NA

Hydro Resources – Rocky Mountain, Inc
 13027 County Road 18, Unit C, Fort Lupton, CO 80621
 Phone: (303) 857-7540 - Fax (303) 857-3826

- a) Retrofit Motor Cooling Shroud (CR44, CR118)
 - b) ¼" Double Nylon Airline (New) (CR44, CR118, CR219, CR72R)
 - c) Check Valves & Pump Swages (CR44, CR118)
 - d) Pump Motor Adapter & Motor Lead (CR118)
 - e) Service Supplies – Tape, banding, pitless O rings, splice supplies.
 - f) HR will reuse existing transducers and submersible motor cable if in good working condition.
- 8) Pricing is subject to change based on ongoing tariff negotiations and potential adjustments in tariff implementations. We are committed to working closely with our customers to navigate any resulting cost fluctuations and will communicate any necessary pricing adjustments as they arise.
 - 9) HR has reviewed and acknowledges Addendum 01 and 02.

III. Estimated Schedule

The well rehabilitation, inspection and abandonment project duration will be dependent upon the delivery times of the assorted equipment.

As of 1/15/26, HR's vendors reported the following lead times relating to the pumps detailed in the bid:

Well 44 has the following: Grundfos Pump End 12-14 weeks, Hitachi Motor is 3 weeks

Well 118 has the following: Baker Hughes Pump End and Motor 8-10 weeks

Well 219 has the following: Drop Pipe, 1 week

Based upon the delivery times and only having 2 pumps off-line at a time, HR would suggest the following sequence of work:

- 1) Abandon Well 92 (as requested first)
- 2) Pull, Inspect and Reinstall Well 72R.
- 3) Rehab Well 118 (same time as Well 44)
- 4) Rehab Well 44 (same time as Well 118)
- 5) Rehab Well 219 (as requested last)

HR has attached an estimated project schedule based upon this program of removing two pumps at a time. HR anticipates starting dirt work and site access for Well 92 right away while pulling & inspecting Well 72R. HR will order all materials as soon as possible and anticipates scheduling to remove 44 and 118, video both wells and then begin well cleaning programs for 44 and then move over to 118. Well 219 would then be executed start to finish. The order of wells can be reorganized according to Castle Rock's preferred schedule.

IV. Attachments

Hydro Resources has attached the following regarding the well rehabilitation plan:

- 1) Estimated Project Schedule
- 2) Equipment Description – Pump Specifications with Curves & Motor Specifications

Hydro Resources – Rocky Mountain, Inc
13027 County Road 18, Unit C, Fort Lupton, CO 80621
Phone: (303) 857-7540 - Fax (303) 857-3826

We are confident that the Town of Castle Rock will be impressed with our professional water supply services and look forward to the opportunity to provide these services. Please contact our office at your earliest convenience with any questions or concerns you may have.

Sincerely,

Hydro Resources

Chelsea Borneman

Chelsea Borneman
Business Development
Hydro Resources – Rocky Mountain, Inc
cborneman@hydroresources.com

Jason Barnum

Jason Barnum
Vice President / Business Development
Hydro Resources, Inc
jbarnum@hydroresources.com

BID BOND

Hydro Resources - Rocky Mountain, Inc. / 13027 CR-18, Unit C, Fort Lupton, CO 80621
(insert the full name and address or legal title of the Contractor) as Principal,

and, Arch Insurance Company

(insert the legal title of the Surety) as Surety, a corporation organized under the laws of the State of
Missouri

, and authorized to transact business in the State of Colorado, with a
general office at Harborside 3, 210 Hudson Street, Suite 600, Jersey City, NJ 07311-1107

are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of
Five Percent of the Greatest Amount Bid---(\$ 5% G.A.B.) DOLLARS,

in United States currency, for the payment of which amount the Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has
submitted the accompanying Bid dated January 20, 2026, for construction of the
ITB 2026-01 / 2026 Denver Basin Rehabilitation
and Pumping Equipment Replacement Project contract.

The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid
Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to
execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is
awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a
penalty, for the Principal's failure to perform.

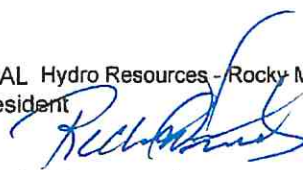
If the Principal, within the specified period, executes the Agreement for Construction Contract with the
Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material
Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the
faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of
liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Executed this 14th day of January, 2026.

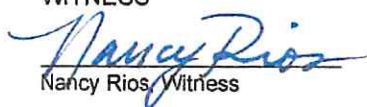
WITNESS



PRINCIPAL Hydro Resources - Rocky Mountain, Inc.
By its President




WITNESS


Nancy Rios, Witness

SURETY Arch Insurance Company

TITLE

BY: 
Its Attorney-in-fact, David T. Miclette

PLEASE SEE ATTACHED ACKNOWLEDGEMENT

I, _____, certify that I
am the _____ (title) of the Corporation named as Surety; that
_____, Who signed the bond on behalf of the Principal, was
then _____ (title) of the Corporation; that I know his or her signature, and the signature
thereto is genuine; and that the bond was duly signed, sealed, and attested to for and on behalf of the
Corporation by authority of this governing body.

(CORPORATE SEAL)

Signed: _____
Title: _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Hawley, Ashley Britt, Barry K. McCord, David T. Miellette, Lucas Lomax, Kathleen Cuckler, Nancy Rios, Nikole Jeannette, Robert C. Davis, Sandra Villegas, Stacey Bosley, Stacy Owens and Will Duke of Houston, TX (EACH) Rita G. Gulizo of New Orleans, LA

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of September, 2025

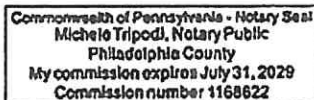
Attested and Certified

Regan A. Shulman, Secretary
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 24, 2025 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of January 2025

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



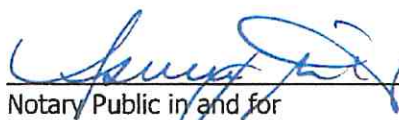
To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Surety Notary Acknowledgement

THE STATE OF TEXAS §

COUNTY OF HARRIS §

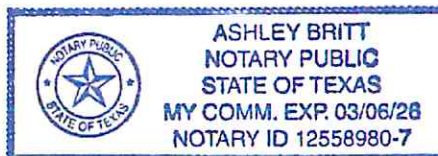
This instrument was acknowledged before me on the 14th day of January, 2026, by David T. Mickle
Attorney-In-Fact for Arch Insurance Company



Notary Public in and for
the State of Texas

Name Printed: Ashley Britt

My Commission Expires: March 6, 2026



Notary Acknowledgement

THE STATE OF COLORADO

COUNTY OF WELD

This instrument was acknowledged before me on the 14th day of January, 2026, by Richard Grinols, VP Operations for Hydro Resources – Rocky Mountain, Inc.

<p>TAMARA L TURNER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19904008998 MY COMMISSION EXPIRES APRIL 10, 2028</p>

Tamara L Turner

Notary Public in and for the State of Colorado.

Name Printed: Tamara L Turner

My Commission Expires: April 10, 2028



BID PROPOSAL

PROJECT: 2026 Denver Basin Rehabilitation and Pumping Equipment Replacement Project

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:
Hydro Resources - Rocky Mountain, Inc.

a Corporation incorporated in the State of Delaware

-OR- Not Applicable, a partnership, / limited partnership, (select one), registered in the State of _____, whose general partner(s) is/are

-OR-
a sole proprietor, whose trade name is Not Applicable

in the Town of _____, State of _____, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. (The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2.

RETURN BID TO: TOWN OF CASTLE ROCK
CASTLE ROCK WATER
175 Kellogg Court
Castle Rock, CO 80109

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)

9. The undersigned agrees to hold firm the Bid for 90 days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Hydro Resources -
Rocky Mountain, Inc.

ADDRESS: 13027 Weld County Road 18
Ft. Lupton, CO 80621

BY: 

TITLE: Richard W. Grinols VP Operations

Attest:

SECRETARY: 
(if corporation)
Angela Davidson
Office Manager

DATE: 01.20.26

BID SCHEDULE

Quote for Well CR-44
Well Rehabilitation and Pumping Equipment Replacement

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$10,385.00	\$10,385.00
2	Conduct pre-rehab pump test	Lump Sum	1	\$350.00	\$350.00
3	Pull existing equipment	Lump Sum	1	\$2,480.00	\$2,480.00
4	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
5	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as well as coordination & inspection charges, and markups. Proposal to provide step-by-step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$18,840.00	\$18,840.00
6	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>2</u> Hourly Unit Cost \$ <u>250.00</u>	Lump Sum	1	\$500.00	\$500.00
7	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$5,000.00	\$5,000.00
8	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
9	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 150 gpm / at a TDH of 1195 feet) including all testing and freight fees. Lump sum cost to include a one-year warranty.	Lump Sum	1	\$12,275.00	\$12,275.00
10	Cost for new submersible motor that is compatible with the new recommended pump, including a one-year warranty.	Lump Sum	1	\$5,650.00	\$5,650.00

11	New 3.5" (OD) J55 drop pipe	Foot	1040	\$18.00	\$18,720.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$12,190.00	\$12,190.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

Eighty-Eight Thousand Seven Hundred Ninety Dollars and Zero Cents

Total Base Bid in Words for CR-44 (A)

\$ 88,790.00
 Total Base Bid in Figures (A)

Optional Quote for Well CR-44

	Task Description	Unit	Quantity	Unit Price	Total
1	Disposal of existing drop pipe	Lump Sum	1	\$0.00	\$0.00

Zero Dollars and Zero Cents

Total Optional Bid in Words for CR-44 (a)

\$ 0.00
 Total Optional Bid in Figures (a)

\$ 88,790.00
 Total Bid in Figures (A+a)

*Quote for Well CR-118
Well Rehabilitation and Pumping Equipment Replacement*

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$13,880.00	\$13,880.00
2	Conduct pre-rehab pump test	Lump Sum	1	\$350.00	\$350.00
3	Pull existing equipment	Lump Sum	1	\$5,185.00	\$5,185.00
4	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
5	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$22,900.00	\$22,900.00
6	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>2</u> Hourly Unit Cost \$ <u>250.00</u>	Lump Sum	1	\$500.00	\$500.00
7	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$9,500.00	\$9,500.00
8	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
9	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 540 gpm / at a TDH of 2205 feet) including all testing and freight fees. Lump sum cost to include a one-year warranty.	Lump Sum	1	\$29,540.00	\$29,540.00
10	Cost for new submersible motor that is compatible with the new recommended pump, including a one-year warranty.	Lump Sum	1	\$56,970.00	\$56,970.00

11	New 6.625" (OD) J55 drop pipe	Foot	2275	\$36.00	\$81,900.00
12	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one-year warranty.	Lump Sum	1	\$9,925.00	\$9,925.00
13	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor, and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$24,425.00	\$24,425.00
14	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Five Dollars and Zero Cents

Total Base Bid in Words for CR-118 (B)

\$ 257,475.00
 Total Base Bid in Figures (B)

Optional Quote for Well CR-118

	Task Description	Unit	Quantity	Unit Price	Total
1	Disposal of existing drop pipe	Lump Sum	1	\$0.00	\$0.00

Zero Dollars and Zero Cents

Total Optional Bid in Words for CR-118 (b)

\$ 0.00
 Total Optional Bid in Figures (b)

\$ 257,475.00
 Total Bid in Figures (B+b)

*Quote for Well CR-219
Well Rehabilitation and Pumping Equipment Replacement*

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$15,465.00	\$15,465.00
2	Conduct pre-rehab pump test	Lump Sum	1	\$350.00	\$350.00
3	Pull existing equipment	Lump Sum	1	\$3,830.00	\$3,830.00
4	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
5	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as well as coordination & inspection charges, and markups. Proposal to provide step-by-step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$24,590.00	\$24,590.00
6	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>2</u> Hourly Unit Cost \$ <u>250.00</u>	Lump Sum	1	\$500.00	\$500.00
7	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$7,662.00	\$7,662.00
8	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
9	New 5.5" (OD) J55 drop pipe	Foot	1744	\$26.00	\$45,344.00
10	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor, and any other modifications to other equipment as needed. Also	Lump Sum	1	\$17,419.00	\$17,419.00

	charges for the well disinfection and start-up.				
11	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

One Hundred Seventeen Thousand Five Hundred Sixty Dollars and Zero Cents

Total Base Bid in Words for CR-219 (C)

\$ 117,560.00

Total Base Bid in Figures (C)

Optional Quote for Well CR-219

	Task Description	Unit	Quantity	Unit Price	Total
1	Disposal of existing drop pipe	Lump Sum	1	\$0.00	\$0.00

Zero Dollars and Zero Cents

Total Optional Bid in Words for CR-219 (c)

\$ 0.00

Total Optional Bid in Figures (c)

\$ 117,560.00

Total Bid in Figures (C+c)

**Quote for Well CR-92
Well Abandonment**

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Site prep for access	Lump Sum	1	\$21,100.00	\$21,100.00
2	Removal of existing pumping equipment if present	Lump Sum	1	\$4,700.00	\$4,700.00
3	Abandon the well	Lump Sum	1	\$23,000.00	\$23,000.00
4	Restore site	Lump Sum	1	\$22,945.00	\$22,945.00

Seventy-One Thousand Seven Hundred Forty-Five Dollars and Zero Cents

Total Base Bid in Words for CR-92 (D)

\$ 71,745.00
Total Base Bid in Figures (D)

**Quote for Well CR-72R
Remove and Reinstall Well Equipment**

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$5,870.00	\$5,870.00
2	Pull existing equipment	Lump Sum	1	\$6,030.00	\$6,030.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
4	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$4,400.00	\$4,400.00

Seventeen Thousand Five Hundred Dollars and Zero Cents

Total Base Bid in Words for CR-72R (E)

\$ 17,500.00
Total Base Bid in Figures (E)

Five Hundred Fifty-Three Thousand Seventy Dollars and Zero Cents


Total Base Bid in Words (A+B+C+D+E)

 01.20.26
Richard W. Grinols Signature and Date
VP Operations

\$ 553,070.00
Total Base Bid in Figures(A+B+C+D+E)

Zero Dollars and Zero Cents

Total Optional Bid in Words (a+b+c)

 01.20.26
Richard W. Grinols Signature and Date
VP Operations

\$ 0.00
Total Optional Bid in Figures(a+b+c)

Five Hundred Fifty-Three Thousand Seventy Dollars and Zero Cents

Total Bid in Words (A+a+B+b+C+c+D+E)

 01.20.26
Signature and Date
Richard W. Grinols
VP Operations

\$ 553,070.00
Total Base Bid in Figures (A+a+B+b+C+c+D+E)

****Estimated Start Date** 2/9/2026

****Estimated Completion Date** 6/10/2026

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: Meraki Construction
 Address: 795 E. Kiowa Avenue, #123, Elizabeth, CO 80107
 Proposed work and percentage of total work to be assigned: site work and restoration
 _____ Percentage 7.97 %

Firm Name: _____
 Address: _____
 Proposed work and percentage of total work to be assigned: _____
 _____ Percentage _____ %

Firm Name: _____
 Address: _____
 Proposed work and percentage of total work to be assigned: _____
 _____ Percentage _____ %

Firm Name: _____
 Address: _____
 Proposed work and percentage of total work to be assigned: _____
 _____ Percentage _____ %

Firm Name: _____
 Address: _____
 Proposed work and percentage of total work to be assigned: _____
 _____ Percentage _____ %

Firm Name: _____
 Address: _____
 Proposed work and percentage of total work to be assigned: _____
 _____ Percentage _____ %

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)
County of Weld)
ss

, Being duly sworn deposes and says

that: Richard W. Grinols
(Insert name)
Vice President

1. he/she is the of Operations (Title) of Hydro Resources - Rocky Mountain, Inc.,
the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR: Hydro Resources -
Rocky Mountain, Inc.

BY: 

ADDRESS: 13027 Weld County Road 18
Ft. Lupton, CO 80621

TITLE: Richard W. Grinols VP Operations

Attest:

SECRETARY: 
(if corporation)

DATE: 01.20.26

(SEAL) Angela Davidson
Office Manager

Notary Acknowledgement

THE STATE OF COLORADO

COUNTY OF WELD

This instrument was acknowledged before me on the 20th day of January, 2026, by Richard Grinols, VP Operations for Hydro Resources – Rocky Mountain, Inc.

<p>TAMARA L TURNER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19904008998 MY COMMISSION EXPIRES APRIL 10, 2028</p>

Tamara L Turner

Notary Public in and for the State of Colorado.

Name Printed: Tamara L Turner

My Commission Expires: April 10, 2028



Town of Castle Rock
Castle Rock Water Department
175 Kellogg Court
Castle Rock, CO 80109
720-733-6000

**LETTER OF INDEMNIFICATION
FOR WITHHOLDING CONFIDENTIAL INFORMATION**

Re: Request under the Colorado Open Records Act

Request for Proposal Number: ITB 2026-01

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Hydro Resources - Rocky Mountain, Inc.

Submitter (Vendor or Business Name)

By: 
Signature

Richard W. Grinols

Name (please print)


Vice President of Operations

Title

01.20.26

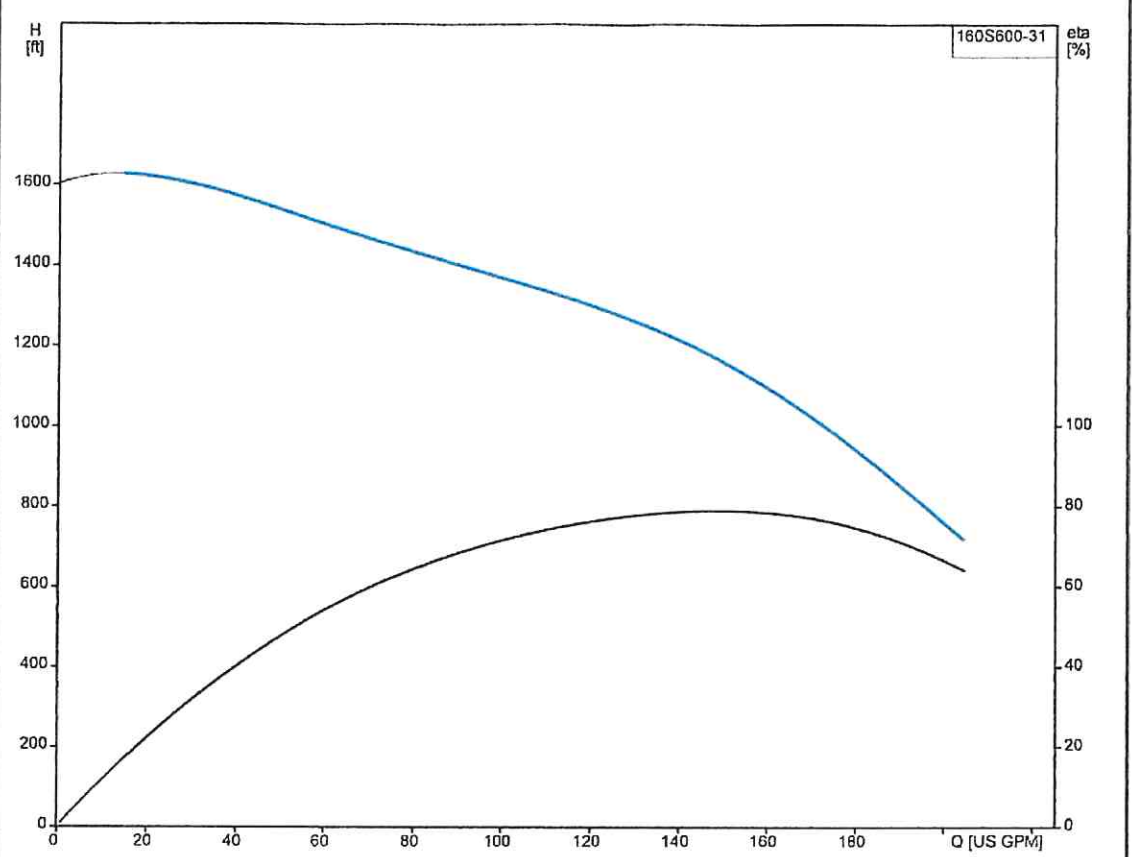
Date

CR-44

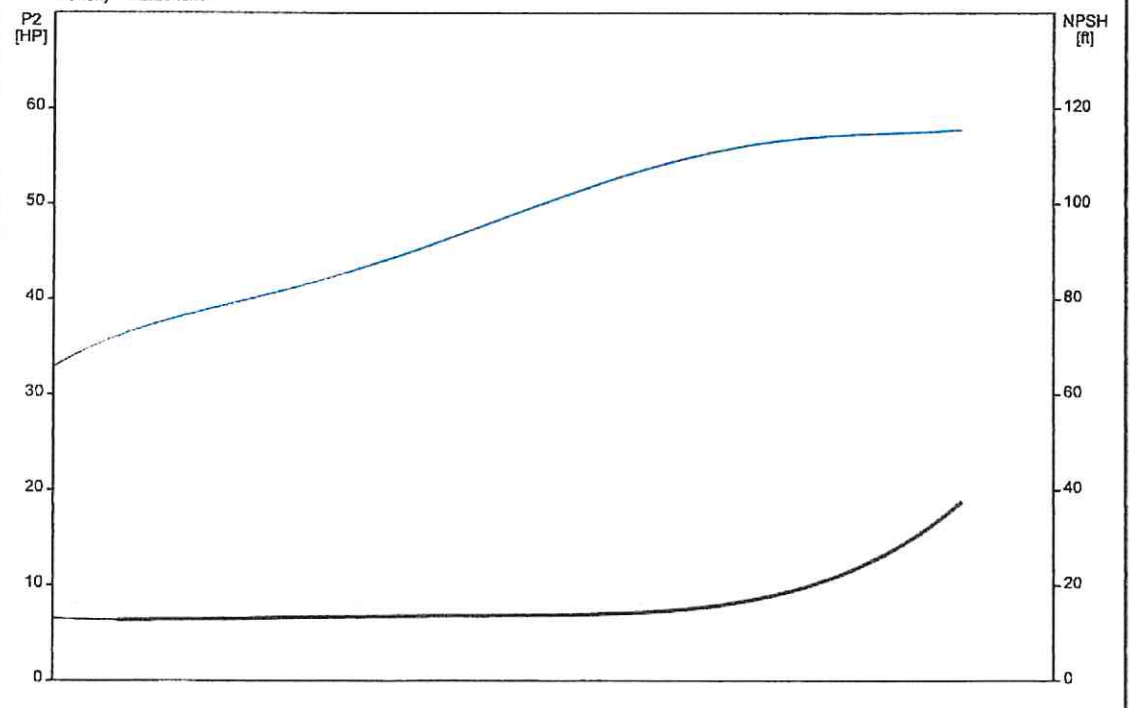
Qty.	Description
1	<p data-bbox="313 243 430 268">160S600-31</p>  <p data-bbox="638 535 1027 556" style="text-align: center;">Note! Product picture may differ from actual product</p> <p data-bbox="313 562 535 583">Product No.: 93138255</p> <p data-bbox="313 590 500 615">Pump without motor</p> <p data-bbox="313 621 1284 667">Multi-stage submersible pump for raw water supply, groundwater lowering and pressure boosting. The pump is suitable for pumping clean, thin, non-aggressive liquids without solid particles or fibres.</p> <p data-bbox="313 730 375 751">Liquid:</p> <p data-bbox="313 758 672 779">Pumped liquid: Water</p> <p data-bbox="313 785 711 810">Liquid temperature range: 5 .. 140 °F</p> <p data-bbox="313 816 667 842">Selected liquid temperature: 68 °F</p> <p data-bbox="313 848 711 873">Density: 62.29 lb/ft³</p> <p data-bbox="313 909 407 930">Technical:</p> <p data-bbox="313 936 824 961">Pump speed on which pump data are based: 3450 rpm</p> <p data-bbox="313 968 735 993">Rated flow: 167 US GPM</p> <p data-bbox="313 999 678 1024">Rated head: 1089 ft</p> <p data-bbox="313 1031 699 1056">Approvals: CCSAUS</p> <p data-bbox="313 1062 695 1087">Approvals for drinking water: PROP65</p> <p data-bbox="313 1094 776 1119">Curve tolerance: ISO9906:2012 3B</p> <p data-bbox="313 1125 656 1150">Return valve: YES</p> <p data-bbox="313 1182 402 1203">Materials:</p> <p data-bbox="313 1209 743 1289">Pump: Stainless steel EN 1.4301 AISI 304</p> <p data-bbox="313 1295 743 1375">Impeller: Stainless steel EN 1.4301 AISI 304</p> <p data-bbox="313 1419 415 1440">Installation:</p> <p data-bbox="313 1446 711 1472">Maximum operating pressure: 870.23 psi</p> <p data-bbox="313 1478 711 1503">Maximum outlet pressure: 758.55 psi</p> <p data-bbox="313 1509 686 1535">Type of connection: NPT(M)</p> <p data-bbox="313 1541 670 1566">Size of connection: 3 inch</p> <p data-bbox="313 1572 670 1598">Motor diameter: 6 inch</p> <p data-bbox="313 1604 678 1629">Minimum borehole diameter: 7.48 in</p> <p data-bbox="313 1661 443 1682">Electrical data:</p> <p data-bbox="313 1688 699 1713">Motor flange design: Grundfos</p> <p data-bbox="313 1719 670 1745">Power (P₂) required by pump: 60 HP</p> <p data-bbox="313 1776 375 1797">Others:</p> <p data-bbox="313 1803 656 1829">DOE Pump Energy Index CL: 0.88</p> <p data-bbox="313 1835 670 1860">Net weight: 235 lb</p>

Qty.	Description
1	Gross weight: 342 lb Shipping volume: 16 ft ³ Country of origin: DK Custom tariff no.: 8413.70.2004

93138255 160S600-31 60 Hz



Pumped liquid = Water
Liquid temperature during operation = 68 °F
Density = 62.29 lb/ft³



Description	Value
General information:	
Product name:	160S600-31
Product No:	93136255
EAN number:	5715468326962
Technical:	
Pump speed on which pump data are based:	3450 rpm
Rated flow:	167 US GPM
Rated head:	1089 ft
Stages:	31
Number of reduced-diameter impellers:	NONE
Approvals:	CCSAUS
Approvals for drinking water:	PROP65
Curve tolerance:	ISO9906:2012 3B
Model:	A
Return valve:	YES
Materials:	
Pump:	Stainless steel
	EN 1.4301
	AISI 304
Impeller:	Stainless steel
	EN 1.4301
	AISI 304
Installation:	
Maximum operating pressure:	870.23 psi
Maximum outlet pressure:	758.55 psi
Type of connection:	NPT(M)
Size of connection:	3 inch
Motor diameter:	6 inch
Minimum borehole diameter:	7.48 in
Liquid:	
Pumped liquid:	Water
Liquid temperature range:	5 .. 140 °F
Selected liquid temperature:	68 °F
Density:	62.29 lb/ft ³
Electrical data:	
Motor flange design:	Grundfos
Power (P2) required by pump:	60 HP
Cable number:	N/A
Others:	
DOE Pump Energy Index CL:	0.88
Net weight:	235 lb
Gross weight:	342 lb
Shipping volume:	16 ft ³
Country of origin:	DK
Custom tariff no.:	8413.70.2004

160S600-31

Pumped liquid = Water
Liquid temperature during operation = 68 °F
Density = 62.29 lb/ft³

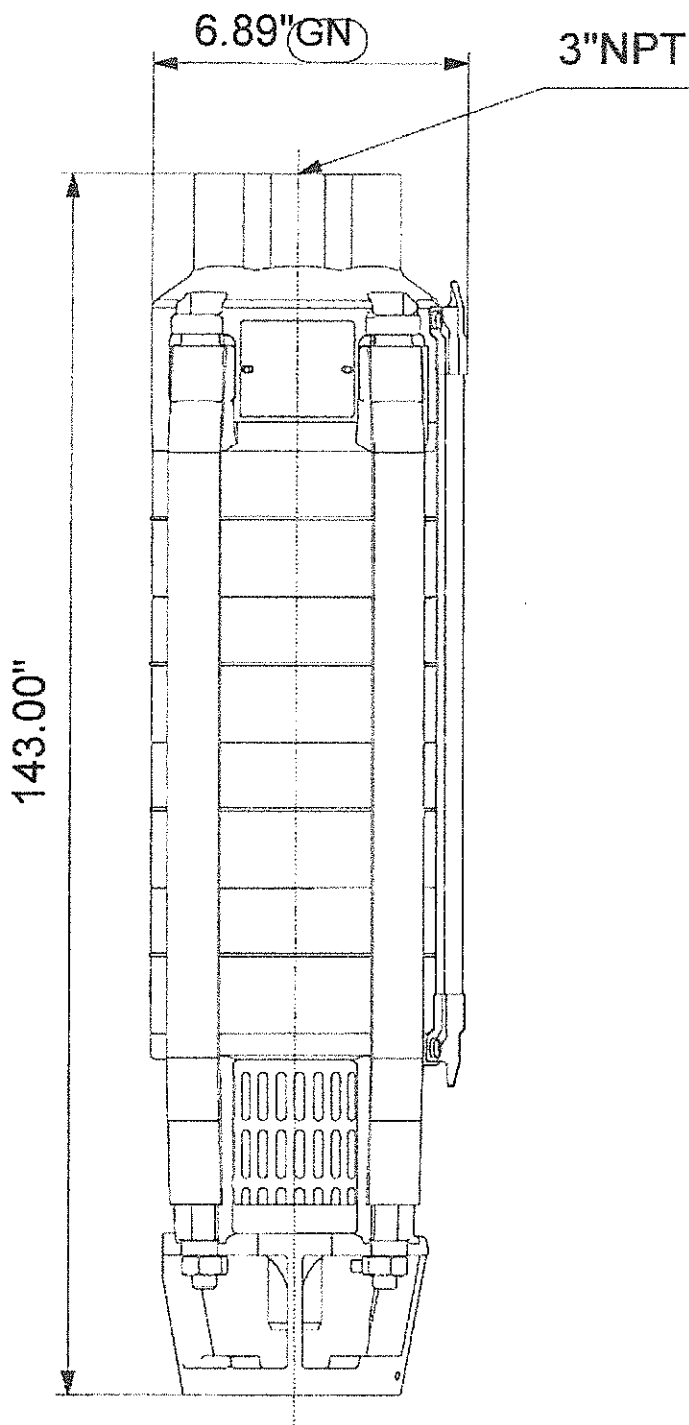
NPSH (ft)

6.89" (GN)

3" NPT

143.00"

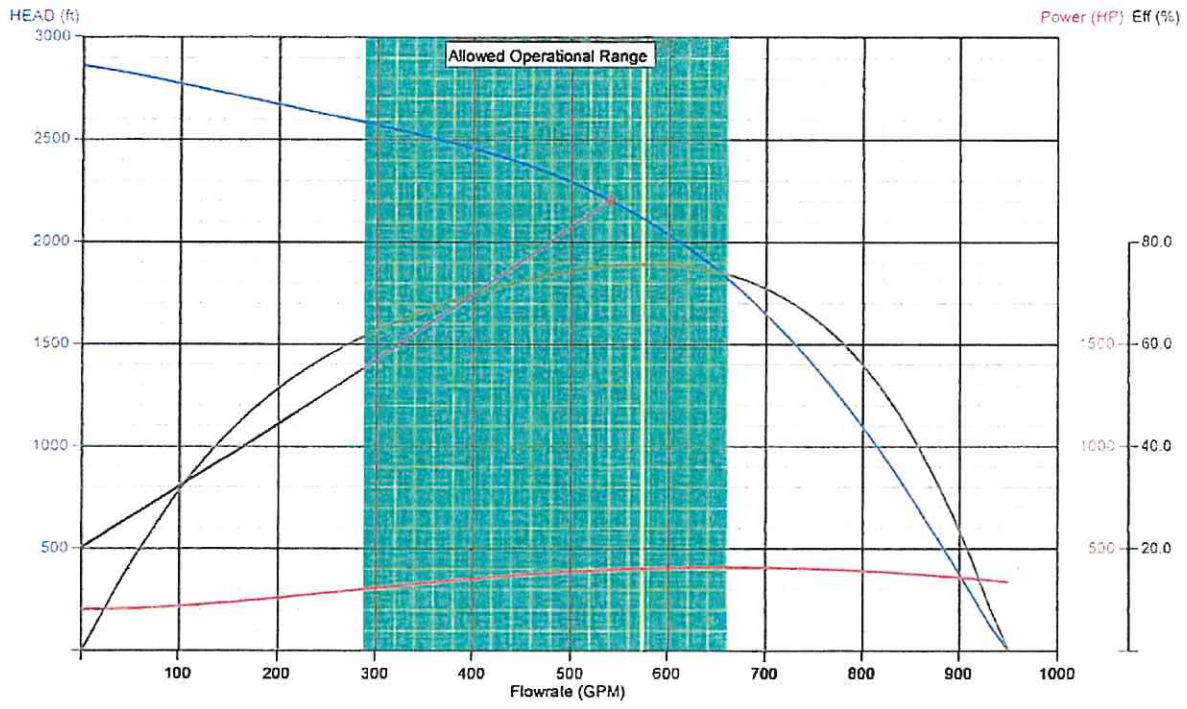
93138255 160S600-31 60 Hz



Note! All units are in [in] unless others are stated.
Disclaimer: This simplified dimensional drawing does not show all details.

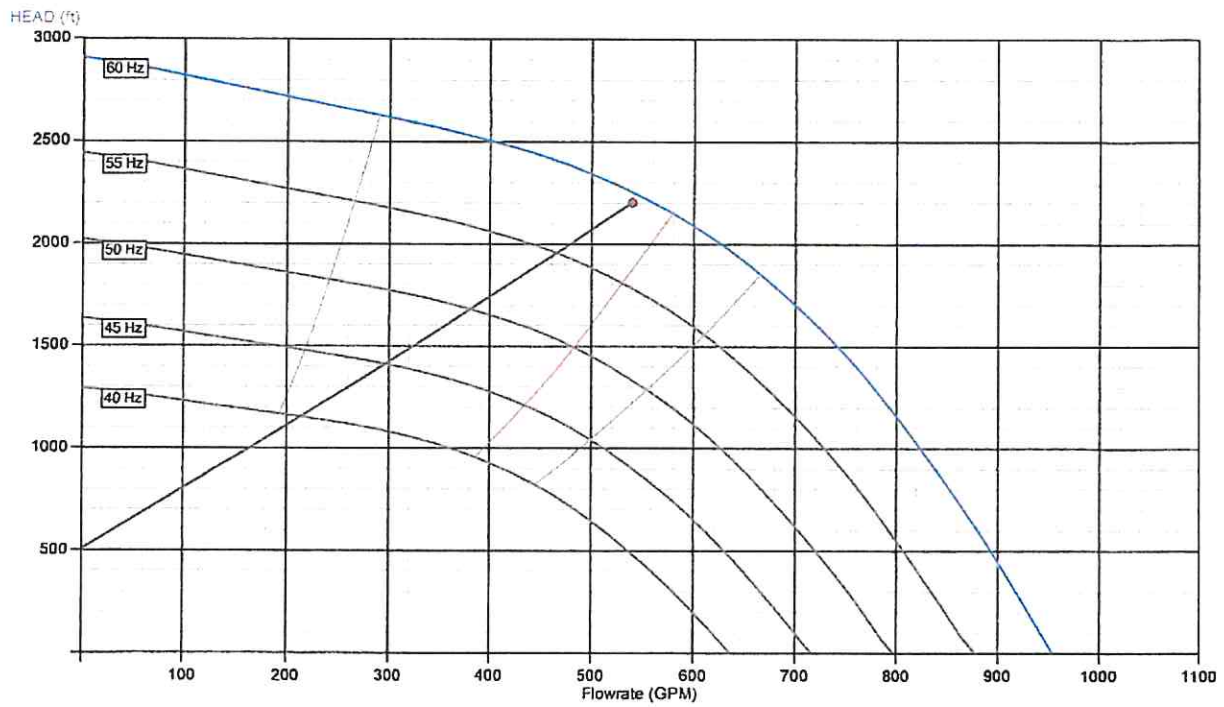
CR-118

Baker Hughes
HC20000 Pump 675 SERIES
29 Stage Performance Curve
59.5Hz RPM=3443 Sp.Gr.=0.992





Baker Hughes
HC20000 Pump 675 SERIES
29 Stage Performance Curve
Sp.Gr.=0.992

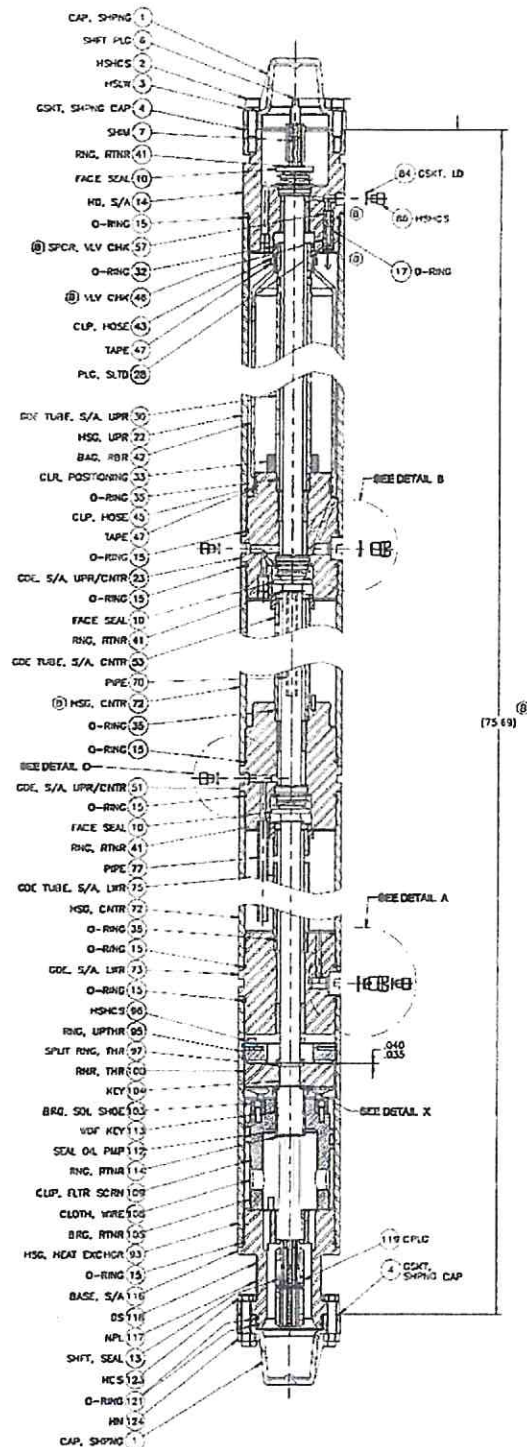


© Copyright 2025 Baker Hughes-AutographPC™ V12.3

Seal Specifications Data Sheet

Project Information			
Customer Name:		Project Name:	
Region:		Part Number:	500020686-NSF01
Field Name:		Document Number:	
Well Name:		Revision:	
ITEM	DESCRIPTION	VALUES	DOCUMENT REFERENCE
1	General Parameters:		
1.1	Model and Name	SEAL GS3 S CS B/L/L CNSF5 NSF_PNT PW VT	
1.2	Size	5.3	
1.2.1	Diameter	5.13 in	
1.2.2	Length	6.3 ft	
1.3	Weight	263 lbs	
1.4	Configuration	Bag/Lab/Lab	
2	Basic Type Materials:		
2.1	Head/Base	Carbon Steel	
2.2	Bushings	Bronze	
2.3	Housing	Carbon Steel	
2.4	Thrust Bearing	High Load Bearing	
2.5	Bag	Sealst	
2.6	Oil	CNSF5	
2.7	Shaft	Inconel	
2.8	O-Rings/Housing	Monel	
2.9	Fasteners	Monel	
2.10	Check Valves	Stainless Steel	
2.11	Fill and Vent Ports	Stainless Steel	
3	Design Features		
3.1	Configurations (Single, LT, UT)	Single	
3.2	Oil Type	CNSF5	
3.6	Exterior Coating	NSF certified epoxy coating	
REMARKS (special requirements)			
Baker Hughes Potable Water ESP systems are certified to industry standard certifications NSF/ANSI 61 and NSF/ANSI 372 for use in the United States and Canada Only.			

513 Series Seal Bag/Lab/Lab



Motor Specifications Data Sheet

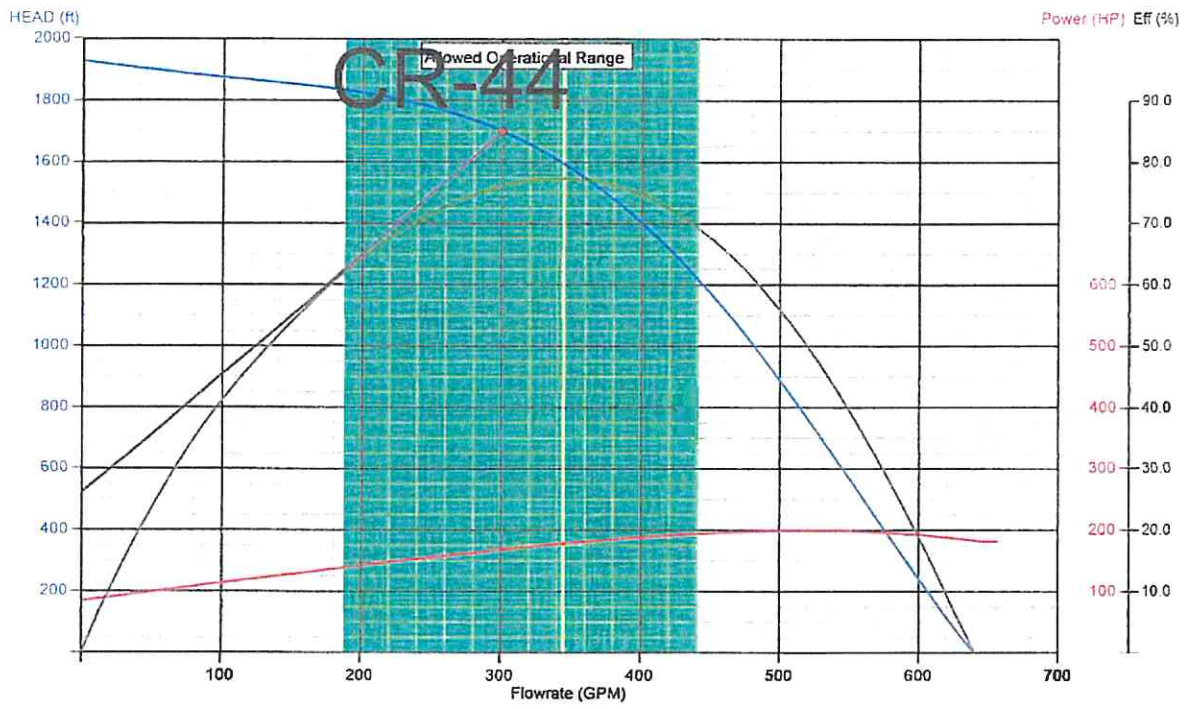
Project Information			
Customer Name:		Project Name:	
Region:		Part Number: 500018450-NSF01	
Field Name:		Document Number:	
Well Name:		Revision:	
ITEM	DESCRIPTION	VALUES	DOCUMENT REFERENCE
1	General Parameters:		
1.1	Model and Name	MTR 562XP S CS 500/3485/88_20R NSF_PNT	
1.2	Size	562	
1.2.1	Diameter	5.62 in	
1.2.2	Length	31.1 ft	
1.3	Weight	2563 LBS	
1.4	Number of Rotors	20	
2	Performance Ratings:		
2.1	Horsepower per Rotor	25 HP	
2.2	Rated HP (nameplate)	500 HP @ 60Hz	
2.3	Rated Voltage (nameplate)	3485 V	
2.4	Rated Amps (nameplate)	88 A	
2.5	Full Load Efficiency	85%	
2.6	Full Load Power Factor	80%	
3	Basic Type Materials:		
3.1	Housing	Carbon Steel	
3.2	Head and Base	Carbon Steel	
3.3	Shaft	4130 S. Steel	
3.4	O-rings	CL180	
3.5	Fasteners	Monel	
3.6	Thrust Bearing	High Load Solid Shoe	
3.7	Fill valves	Stainless Steel	
3.8	Washers	ALR142	
4	Design Features:		
4.1	Configurations (Single, LT, UT)	UT	
4.2	Oil Type (CL4, CL5, etc)	CL4, CL5, CL6, CNSF4, or CNSF5	
4.4	Sensor (yes/no)		
4.5	Sensor type	Yes	
4.6	MWT sensor type (RTD, etc)	N/A	
4.7	Exterior Coating	Optional	

REMARKS (special requirements)

Baker Hughes Potable Water ESP systems are certified to industry standard certifications NSF/ANSI 61 and NSF/ANSI 372 for use in the United States and Canada Only.

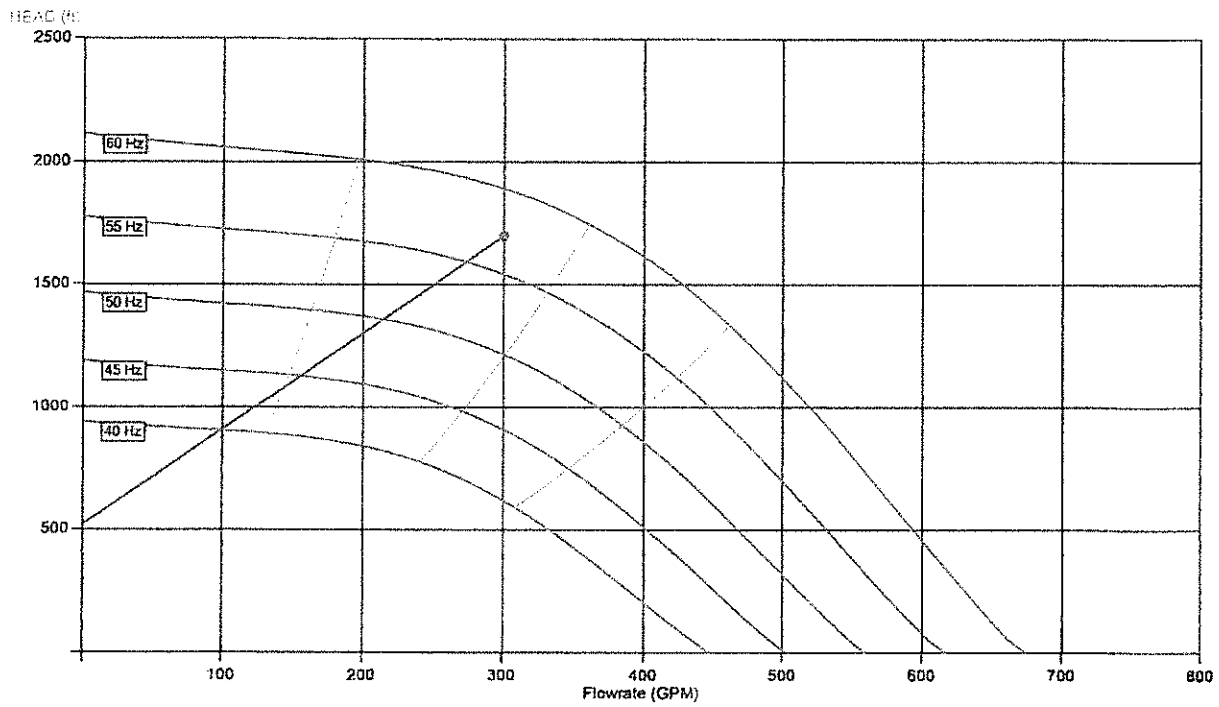
CR-219

Baker Hughes
HC12500 Pump 675 SERIES
21 Stage Performance Curve
57.3Hz RPM=3307 Sp.Gr.=0.992





Baker Hughes
HC12500 Pump 675 SERIES
21 Stage Performance Curve
Sp.Gr.=0.992





Seal Specifications Data Sheet

Project Information			
Customer Name:		Project Name:	
Region:		Part Number:	500020686-NSF01
Field Name:		Document Number:	
Well Name:		Revision:	
ITEM	DESCRIPTION	VALUES	DOCUMENT REFERENCE
1	General Parameters:		
1.1	Model and Name	SEAL GS3 S CS B/L/L CNSF5 NSF_PNT PW VT	
1.2	Size	513	
1.2.1	Diameter	5.13 in	
1.2.2	Length	6.3 ft	
1.3	Weight	263 lbs	
1.4	Configuration	Bag/Lab/Lab	
2	Basic Type Materials:		
2.1	Head/Base	Carbon Steel	
2.2	Bushings	Bronze	
2.3	Housing	Carbon Steel	
2.4	Thrust Bearing	High Load Bearing	
2.5	Bag	Sealest	
2.6	Oil	CNSF5	
2.7	Shaft	Inconel	
2.8	O-Rings/Housing	Monel	
2.9	Fasteners	Monel	
2.10	Check Valves	Stainless Steel	
2.11	Fill and Vent Ports	Stainless Steel	
3	Design Features		
3.1	Configurations (Single, LT, UT)	Single	
3.2	Oil Type	CNSF5	
3.6	Exterior Coating	NSF certified epoxy coating	

REMARKS (special requirements)

Baker Hughes Potable Water ESP systems are certified to industry standard certifications NSF/ANSI 61 and NSF/ANSI 372 for use in the United States and Canada Only.

Motor Specifications Data Sheet

Project Information			
Customer Name:		Project Name:	
Region:		Part Number:	105151676-NSF01
Field Name:		Document Number:	
Well Name:		Revision:	
ITEM	DESCRIPTION	VALUES	DOCUMENT REFERENCE
1	General Parameters:		
1.1	Model and Name	562 XP 200HP 2300V S6A	
1.2	Size	562	
1.2.1	Diameter	5.62 in	
1.2.2	Length	14 ft	
1.3	Weight	1120 LBS	
1.4	Number of Rotors	8	
2	Performance Ratings:		
2.1	Horsepower per Rotor	25 HP	
2.2	Rated HP (nameplate)	200 HP @ 60Hz	
2.3	Rated Voltage (nameplate)	2300 V	
2.4	Rated Amps (nameplate)	56 A	
2.5	Full Load Efficiency	88%	
2.6	Full Load Power Factor	80%	
3	Basic Type Materials:		
3.1	Housing	Carbon Steel	
3.2	Head and Base	Carbon Steel	
3.3	Shaft	4130 S. Steel	
3.4	O-rings	CL180	
3.5	Fasteners	Monel	
3.6	Thrust Bearing	High Load Solid Shoe	
3.7	Fill valves	Stainless Steel	
3.8	Washers	Phenolic	
4	Design Features:		
4.1	Configurations (Single, LT, UT)	Single	
4.2	Oil Type (CL, CLS, etc)	CNSF5	
4.4	Sensor (yes/no)		
4.5	Sensor type	N/A	
4.6	MWT sensor type (RTD, etc)	N/A	
4.7	Exterior Coating	NSF Amercoat 370	
REMARKS (special requirements)			
Baker Hughes Potable Water ESP systems are certified to industry standard certifications NSF/ANSI 61 and NSF/ANSI 372 for use in the United S			



Hydro Resources – Rocky Mountain, Inc

13027 County Road 18, Unit C

Fort Lupton, CO 80621

Phone (303) 857-7540

Fax (303) 857-3826

January 27, 2026

To: Castle Rock Water
175 Kellogg Court
Castle Rock, CO, 80109

ATTN: Zuzana Howard – Water Resources Program Analyst

Project: Well 233 – Pull, Inspect & Downhole Equipment

Ms. Howard,

Hydro Resources (HR) has put together the below pricing for the pull and inspect of Well 233. The below pricing reflects a four man crew with pump rig and support equipment to mobilize to the site, pull the downhole equipment, evaluate it, demobilize, remobilize and then reinstall down hole equipment with startup. We have included standard consumables (branding, tape, pipe dope) and a new motor & seal service kit with oil. Please see below for review.

Castle Rock Well 233 - Pull & Inspect					
Item No.	Description	Unit	Qty.	Unit Price	Sub-Total
1	Mobilization, Pump Removal, Demobilization	LS	1	\$ 7,110.00	\$ 7,110.00
2	Mobilization, Pump Installation w/ Start Up & Demobilization	LS	1	\$ 10,630.00	\$ 10,630.00
Total Project Cost					\$ 17,740.00
Opt	5-1/2" x 42' J55 Drop Pipe	JT	36	\$ 1,120.00	\$ 40,320.00

Total \$58,060

Please feel free to contact us if you have any additional questions or concerns.

Sincerely,

Hydro Resources

Chelsea Borneman

Chelsea Borneman
Business Development
Hydro Resources – Rocky Mountain, Inc
cborneman@hydroresources.com

Jason Barnum

Jason Barnum
Vice President / Business Development Manager
Hydro Resources, Inc
jbarnum@hydroresources.com

CON-2026-0043



EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

AGENCY CUSTOMER ID: HYDRORESOU

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Hydro Resources Rocky Mountain, Inc. Hydro Resources West Inc. One Sugar Creek Center Blvd., Suite 400 Sugar Land TX 77478	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policies as applicable are endorsed with Blanket 30 Day Notice of Cancellation that provides this status only where such status is required by a written and executed contract.

The General Liability policy is endorsement with the Underground Resources and Equipment Coverage Extension with \$1,000,000 Per Occurrence and Annual Aggregate Limit per endorsement #CNA74789XX 0115. The policy is also endorsed to include Additional Coverage Limited Pollution Liability Coverage - Water Well Contractors Endorsement #CNA74848XX 0415 with a \$1,000,000 per Occurrence and \$2,000,000 Aggregate Limit.

The General Liability policy includes Stop Gap Employers Liability for monopolistic states such as ND, OH, WA & WY

The Excess Liability policy # HO25EXCZ08DK9IC provides excess limits on the following underlying policies :

GL including Pollution #8032949118

AUTO #Y Y 8032960703 7/14/2025 7/14/2026

WC #8032959440(AZ, CO, ID, IL, KS, MT, NE, NV, NM, OK, OR, PA, TX, UT, WI) and 8032967599(CA)

XS #B1284 10613BE25

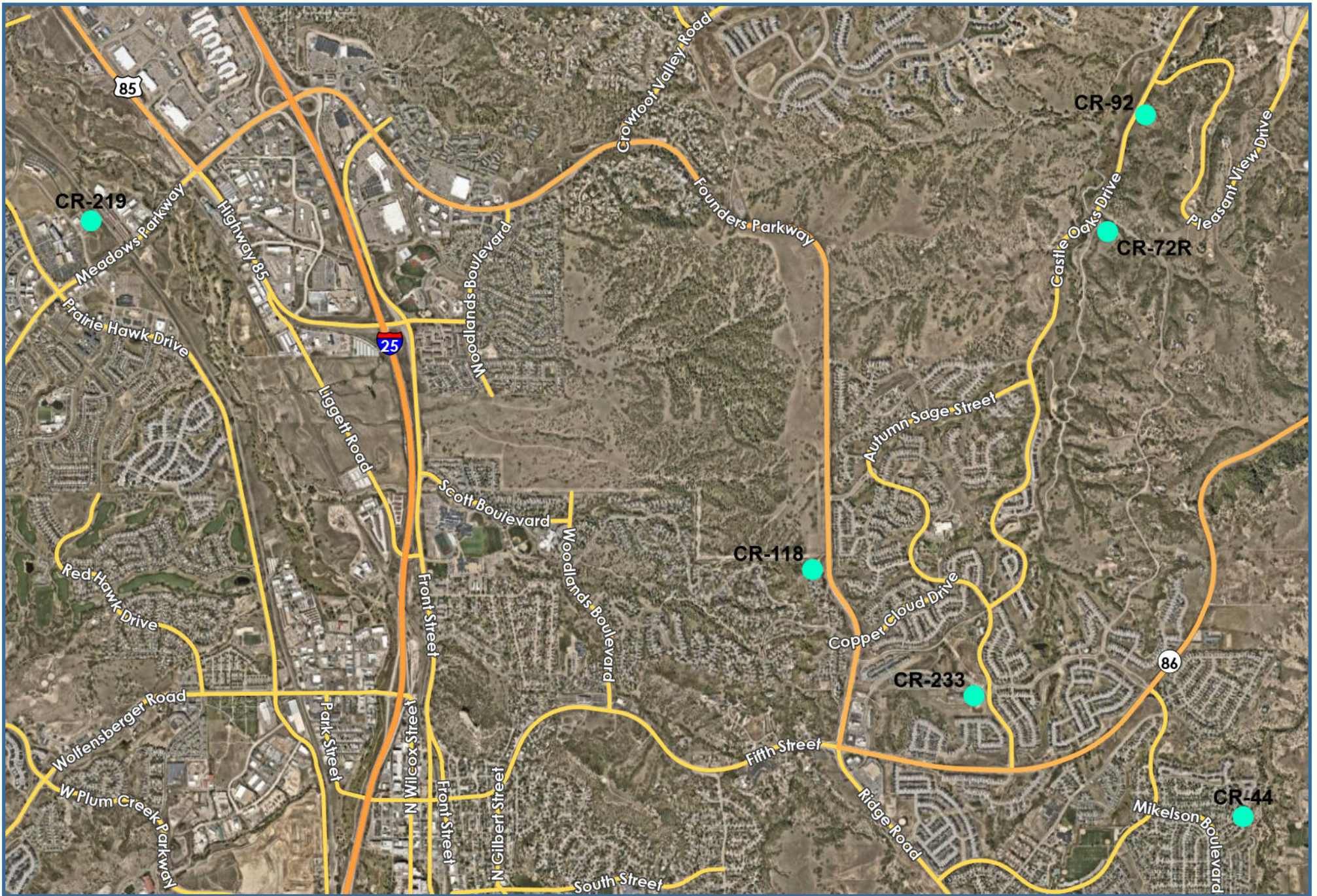
Deductibles Applicable:

GL including Pollution #8032949118- \$250,000

AUTO #8032960703- \$1,000,000

WC #8032959440(AZ, CO, ID, IL, KS, MT, NE, NV, NM, OK, OR, PA, TX, UT, WI) and 8032967599(CA) - \$500,000

Town of Castle Rock, its Elected and Appointed Officials, Employees and Volunteers are listed as Additional Insured per the Blanket Additional Insured Endorsement as required by written contract.



Date: 2/5/2026

1:30,000



Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no liability for its use or accuracy. Questions or comments regarding the cartographic composition of this map including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6900. Copyright 2024, Town of Castle Rock Utilities Mapping.

**CASTLE ROCK
UTILITIES MAP
(INTERNAL USE ONLY)**



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 14. **File #:** MIN 2026-005

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: February 3, 2026 Town Council Meeting

Executive Summary

Attached are minutes from the February 3, 2026 Town Council meeting for review and approval.



Town Council Meeting Minutes - Draft

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

Tuesday, February 3, 2026

6:00 PM

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

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. February 3, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the Invocation.

CALL TO ORDER / ROLL CALL

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

Not Present: 1 - Councilmember Brooks

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray noted how much time the Town Council spends on various boards, meetings, and discussions.

Councilmember Dietz confirmed the Mayor's comments on the work Councilmembers do in addition to Council meetings. He complemented our public safety.

Moved by Mayor Gray, seconded by Councilmember Dietz, to direct staff to light the Star from July 4 to Aug. 1 in celebration of America 250 and Colorado 150. The motion passed by a vote of:

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

COUNCIL COMMENTS

Moved by Councilmember Bracken, seconded by Mayor Pro Tem Cavey, to direct the Winter Ball be renamed the Daddy Daughter Ball and that an additional mother/son dance be planned. The motion passed by a vote of:

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

[EXEC](#)
[2026-002](#)

Executive Session Report: January 20, 2026

Mayor Gray provided the report.

[APPT](#)
[2026-002](#)

Appointment: Board of Adjustment

Moved by Councilmember Hollingshead, seconded by Councilmember Dietz, to Approve Appointment APPT 2026-002 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 2026-011](#)

Update: Calendar Reminders

David Corliss, Town Manager, provided an update.

[ID 2026-012](#)

Youth Commission and Rising Star Scholarship Update

Chair Evan George and Treasurer Jackson Young provided the update.

Councilmember Dietz stated he is very proud of the commission members.

Mayor Pro Tem Cavey is impressed what they have done in a short period of time and they should be very proud.

Councilmember Hollingshead commended them on their presentation skills and that they have access to Councilmembers if they want to reach out.

[ID 2026-016](#)

Update: Legislative Update

Kristin Read, Assistant Town Manager, presented opposed and supported bills before the legislature.

Councilmember Brooks reported from the Capital that House Bill 1001 passed that allows building residential units on certain properties.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Davis, to affirm staff's recommended positions on state legislation as presented and direct staff to communicate the positions to the Town's legislative delegation, CML and others. The motion passed by a vote of:

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

[ID 2026-013](#)

Update: Residential Unit Data (through December 31, 2025) With Potential Buildout Estimates

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

[ID 2026-014](#) Development Services Project Updates

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

Mayor Pro Tem Cavey, requested that if a Verizon cell tower and other cell tower votes be separate items as she will need to recuse herself from the vote.

[ID 2026-015](#) Update: Quasi-Judicial Projects**TOWN ATTORNEY'S REPORT**

No report.

ACCEPTANCE OF AGENDA

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

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

[ORD 2026-003](#) Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (Second Reading - Approved on First Reading on January 20, 2026, by a vote 7-0) *[property located west of Interstate 25 and north and south of Territorial Road]*

[RES 2026-010](#) Resolution Authorizing the Engagement of Eide Bailly, LLP, for the Fiscal Year 2025 Town of Castle Rock Independent Annual Audit

[RES 2026-011](#) Resolution Approving a Settlement Agreement and Release Between the Town of Castle Rock and Ohio Casualty Insurance Company for the Craig and Gould North Infrastructure Improvements Project *[Located in Historic Downtown Castle Rock]*

[MIN 2026-004](#) Minutes: January 20, 2026 Town Council Meeting

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

[ORD 2026-004](#) Ordinance Amending Various Sections of the Castle Rock Municipal Code Regarding Board and Commission Membership, Absences, Term Limits, and Meetings (Second Reading - Approved on First Reading on January 20, 2026, by a vote 7-0)

David Corliss, Town Manager, presented the proposed amendments.

Mark Marlowe, Director of Castle Rock Water presented a proposed policy for remote participation with the Castle Rock Water Commission.

Councilmember Brooks joined the meeting remotely at 6:45 pm.

Mayor Pro Tem Cavey confirmed their intention.

Corliss recommends this policy go for approval on the Consent Calendar at the next Council meeting.

Moved by Councilmember Dietz, seconded by Councilmember Davis, to Approve Ordinance ORD 2026-004 as presented. The motion passed by a vote of:

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

[ORD 2026-005](#) **Ordinance Amending Various Sections of Chapter 2.16 of the Castle Rock Municipal Code Regarding the Castle Rock Planning Commission (First Reading)**

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

Mayor Pro Tem Cavey would like to receive a summary of what the Planning Commission does other than confirming the application meets legal requirements, would like to receive their comments on what led to their recommendation, and asks to discuss at a future meeting.

No public comment.

Moved by Councilmember Hollingshead, seconded by Mayor Pro Tem Cavey, to Approve Ordinance ORD 2026-005 as presented. The motion passed by a vote of:

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

[RES 2026-012](#) **Resolution Approving the Amended and Restated Intergovernmental Agreement for Water Service Between Dominion Water and Sanitation District, Acting in its Capacity as a Water Activity Enterprise and the Town of Castle Rock Acting Through the Town of Castle Rock Water Enterprise [Castle Rock Water's distribution and transmission system inside the Town of Castle Rock to connection on the Northwest side of Town at the edge of unincorporated Douglas County, Colorado]**

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

No public comment.

Moved by Councilmember Hollingshead, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2026-012 as presented. The motion passed by a vote of:

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

[RES 2026-013](#) **Resolution Approving a Services Agreement with Burns & McDonnell Engineering Company, Inc. for Arc Flash Safety Assessment Services [Entire Castle Rock Water Service Area]**

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

No public comment.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Davis, to Approve Resolution RES 2026-013 as presented. The motion passed by a vote of:

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

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

Meeting adjourned at 7:19 pm.

Submitted by Lisa Anderson, Town Clerk

Moved by Councilmember Dietz seconded by Councilmember Davis to Adjourn. The motion passed by a vote of:

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 15. **File #:** DIR 2026-003

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Discussion/Direction: Authorizing Referral Response Letter Regarding Castle Pines Crowsnest Development

Executive Summary

The Town has requested, and now received a referral request from the City of Castle Pines, for their pending land use application for the Crowsnest development. The following is Castle Pines description of the project:

VT Crowfoot Valley Landco LLC has submitted an application for initial zoning for the property subject to the Crowsnest Annexation, totaling approximately 795 acres, of which about 750 acres are subject to residential, mixed-use, and commercial development, and 45 acres to remain as Crowfoot Valley Road right-of-way. The property is located along the Crowfoot Valley Road corridor north of Pradera Parkway and south of Chambers Road. The proposed zoning is Planned Development (PD) and includes up to 3,965 residential dwelling units comprising both single-family and multifamily units, and approximately 121 acres for mixed-use and commercial planning areas with a floor area ratio (F.A.R.) of 1.0. The proposed zoning will require review and decision by City Council, after a review and recommendation by Planning Commission. The decision by City Council is tentatively scheduled for March 24, 2026.

The City of Castle Pine's webpage with more information
<https://www.castlepinesco.gov/crowsnest-annexation-petition>

Referral comments are due to the City of Castle Pines by March 2, 2026.

Town of Castle Rock staff has generally reviewed the proposed development and offers comments that reflected in the draft letter that is proposed to be sent to the City of Castle Pines, these include concerns about public water supply availability, increased traffic and cut-thru traffic on Crowfoot Valley Road impacting Castle Rock, including Founders Parkway, and concerns related to impact on wildlife. Staff recommends review the proposal, proposed Town of Castle Rock letter and providing direction on sending the letter.

Proposed Motion

Item #: 15. File #: DIR 2026-003

“I move to authorize staff to remit the referral response letter as presented,”

“I move to direct staff to remit the referral response letter, with the following changes: _____”

Attachments

Attachment A: Proposed Referral Response Letter



February 17, 2026

Mayor Tracy Engerman & City Council of Castle Pines
7437 Village Square Drive, Suite 200
Castle Pines, CO 80108

Dear Mayor Engerman and Councilmembers,

On behalf of the Town of Castle Rock, I write to express substantial concerns with the proposed development along Crowfoot Valley Road designated as “Crowsnest.” We are reticent to provide comments to a fellow municipality as we both respect our Home Rule authority to solely chart the best course for our respective communities. However, the proposed Crowsnest development will potentially foist substantial harm on the Town of Castle Rock and our residents if several issues remain unattended or unmitigated. This should not come as a surprise concern because the required odd flag-pole annexation and distance from contiguous Castle Pines boundaries forecasts problems with the development from the outset.

A primary concern is that this proposed development will generate substantial traffic seeking I-25 access that will be placed on south bound Crowfoot hitting Castle Rock boundaries and eventually spilling into an already burdened Founders Parkway/ State Highway 86. This traffic – which will never touch the rest of Castle Pines – will significantly create traffic safety and congestion concerns for Castle Rock. The Crowsnest development should not receive a building permit without the opening of a new road – through Castle Pines – which is planned through the Canyons development with a connection at Crowfoot Valley Road. The planned Canyonside Road should be built and opened prior to the development of Crowsnest.

An additional concern is the lack of a will serve letter from Parker Water and Sanitation District (Parker W&S) for Crowsnest. If Crowsnest is seeking to have its own water system served solely off of a non-renewable groundwater supply – rather than connect with Parker W&S, this may endanger groundwater supplies that currently serve Castle Rock. The entire region is moving towards a renewable water supply. Given the size of the proposed development and the location, this development must be connected to an existing water provider with access to renewable water supplies like Parker W&S. We would strongly oppose a system developed based solely off of non-renewable groundwater as potentially damaging to our long-term water supplies and the needs of Castle Rock and the broader region.

We also believe a full wildlife impact study should be conducted prior to any development approvals, including necessary reviews for nesting birds and avoidance of habitat destruction. We join the Town of Parker and their concerns about the proposed Crowsnest development as well.

We trust that the City of Castle Pines will take our comments in the spirit they are delivered – respectful of Castle Pines’ authority to make its own land use decisions in the necessary ways to

avoid harming its' neighbors and ensuring that both our communities continue to thrive and prosper. Thank you in advance for your consideration.

Sincerely,

Jason Gray
Mayor

c: Mayor Joshua Rivera, Town of Parker

PUBLIC HEARING

CROWSNEST REFERRAL RESPONSE LETTER

DAVID L. CORLISS, TOWN MANAGER
FEBRUARY 17, 2026



>

CROWSNEST REFERRAL RESPONSE

PROPOSED DEVELOPMENT IN CASTLE PINES

VT Crowfoot Valley Landco, LLC has submitted an application for initial zoning for the property subject to the Crowsnest Annexation, totaling approximately 795 acres, of which about 750 acres are subject to residential, mixed-use, and commercial development, and 45 acres to remain as Crowfoot Valley Road right-of-way.

The property is located along the Crowfoot Valley Road corridor north of Pradera Parkway and south of Chambers Road.

The proposed zoning is Planned Development (PD) and includes up to 3,965 residential dwelling units comprising both single-family and multifamily units, and approximately 121 acres for mixed-use and commercial planning areas with a floor area ratio (F.A.R.) of 1.0.

The proposed zoning will require review and decision by City Council, after a review and recommendation by Planning Commission. The decision by City Council is tentatively scheduled for March 24, 2026.

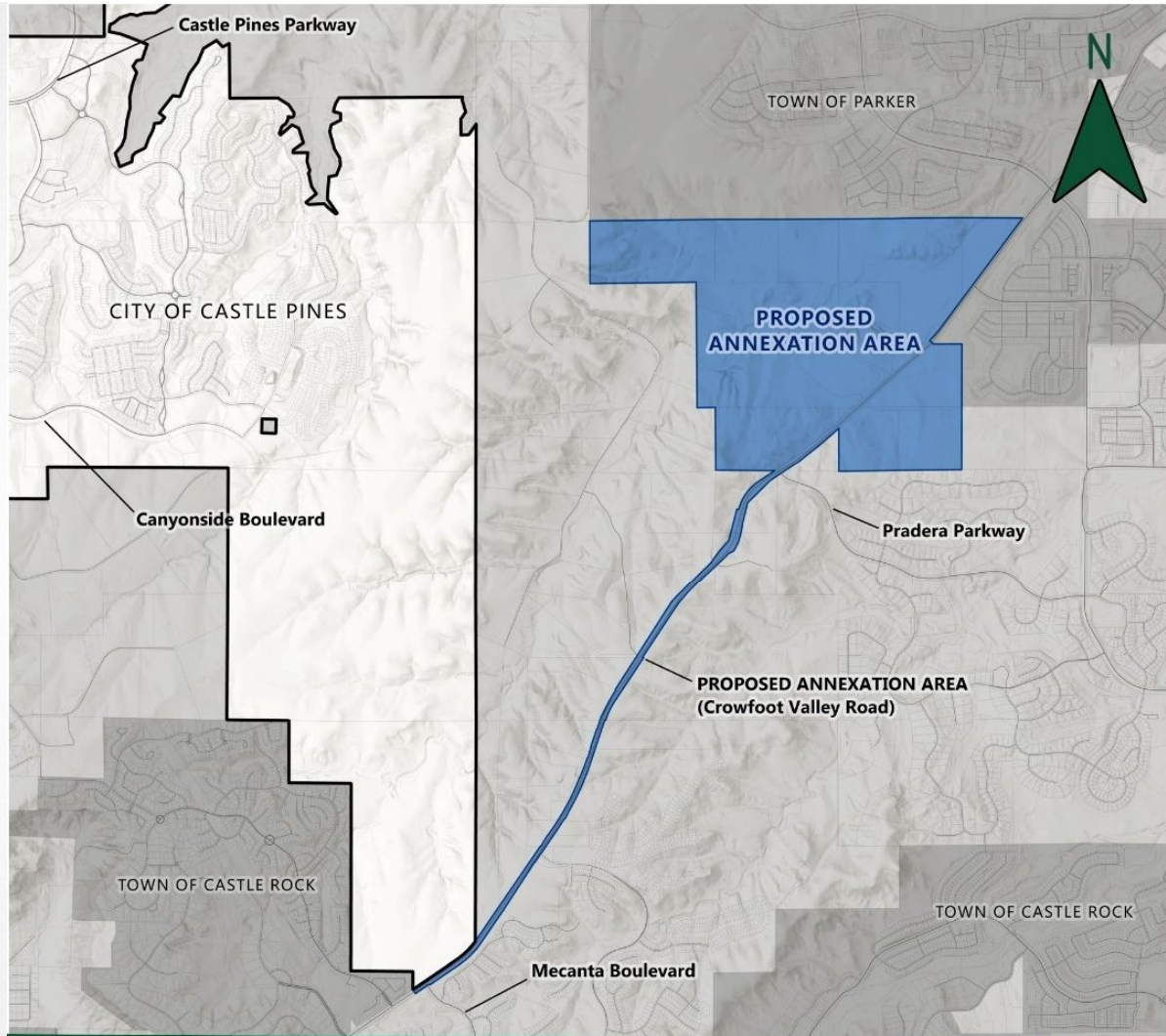
CROWSNEST REFERRAL RESPONSE

PROPOSED DEVELOPMENT IN CASTLE PINES

Town of Castle Rock staff has generally reviewed the proposed development and offers comments that are reflected in the draft letter that is proposed to be sent to the City of Castle Pines, these include concerns about public water supply availability, increased traffic and cut-thru traffic on Crowfoot Valley Road impacting Castle Rock, including Founders Parkway, and concerns related to impact on wildlife. Staff recommends to Town Council the proposed letter be sent to the City of Castle Pines.

The Town requested, and the City of Castle Pines provided, materials for responding to the Crowsnest proposed development.

Referral comments are due to the City of Castle Pines by March 2, 2026.



Annexation Petition Boundary



CROWSNEST REFERRAL RESPONSE

PROPOSED DEVELOPMENT IN CASTLE PINES

PROPOSED MOTION:

“I move for Mayor to sign the referral response letter expressing concerns, as outlined by staff.”

QUESTIONS?





Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 16. **File #:** RES 2026-017

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Michael J. Hyman, Town Attorney
Jamie Authier, Revenue Manager

Resolution Approving an Intergovernmental Agreement Relating to the Enforcement of an Ordinance Establishing Business Licensure Requirements to Regulate Massage Facilities Between the Board of County Commissioners of Douglas County and the Town of Castle Rock

Executive Summary

The proposed resolution approves an intergovernmental agreement (IGA) between the Board of County Commissioners of Douglas County (the "County") and the Town of Castle Rock (the "Town") to establish business licensure requirements to regulate massage facilities per Section 30-15-401.4, C.R.S. and Colorado Senate Bill 25-146. Pursuant to the IGA, the County will assume responsibility for issuing licenses and conducting background checks for massage facilities located within Town boundaries.

Discussion

Section 30-15-401.4, C.R.S., authorizes local governments to enact ordinances to regulating massage facilities within their boundaries through the issuance of licenses and the conducting of background checks. The purpose of this statute is to deter and shut down illicit massage businesses. In 2023, the County exercised its authority under the statute to enact an ordinance and establish a massage facility licensing authority (the "Licensing Authority"). See County Ordinance O-024-005. The County has also put into place a regulatory framework for the administration of massage facility licenses. See County Resolution No. 2024-124.

With the passage of House Bill 24-1371, rather than adopt its own ordinance and incur the expense of establishing a new regulatory framework, a municipality may enter into an agreement with the county in which it is located to have the county's massage licensing ordinance apply to massage facilities operating within the municipality. To this end, the County has invited the Town to enter into such an agreement. Further, the County is amending its ordinance and resolution to incorporate the changes made to Section 30-15-401.4, C.R.S., by House Bill 24-1371 for the purpose of accommodating these agreements. See County Ordinance No. O-026-001; Amended County

Resolution No. 2026- ____.

According to the proposed IGA:

- a) The County shall serve as the Licensing Authority for all massage businesses located within the Town;
- b) The Town will provide the Licensing Authority information on any business within the Town that is subject to County licensing requirements or otherwise qualifies for an exemption;
- c) The Town shall be responsible for determining whether the business is in compliance with Town business licensing and zoning requirements under the Castle Rock Municipal Code. Prior to taking any action with regard to a license application, the Licensing Authority shall refer the application to the Town for a determination that the business is fully compliant with Town requirements.
- d) The Licensing Authority will provide notifications to the Town of the approval or denial of any applications or renewals of massage licenses.
- e) The Licensing Authority will be responsible for conducting all required background investigations of license applicants and employees.
- f) The Licensing Authority will submit any complaints of a criminal nature received related to the Town's massage businesses licensed under this ordinance to the Town's Police Department.
- g) The Licensing Authority shall retain all fees and charges collected as a result of issuing massage licenses and enforcing the ordinance.
- h) All records resulting from the enforcement of the ordinance within the Town will be managed and maintained by the Licensing Authority.
- i) Both the County and the Town will retain responsibility for their respective obligations under the Colorado Governmental Immunity Act, and neither party shall be liable for the obligations of the other.

Budget Impact

There will be no financial impact for the Town of Castle Rock as applicants will pay Douglas County directly for all fees associated with license application, issuance, renewal, background check and fingerprinting.

Item #: 16. **File #:** RES 2026-017

Staff Recommendation

Town staff recommends that the Town Council adopt the resolution.

Proposed Motion

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

Attachments

Attachment A: Resolution

Attachment B: Intergovernmental Agreement

RESOLUTION NO. 2026-__

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
RELATING TO THE ENFORCEMENT OF AN ORDINANCE ESTABLISHING
BUSINESS LICENSURE REQUIREMENTS TO REGULATE MASSAGE
FACILITIES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY AND THE TOWN OF CASTLE ROCK**

WHEREAS, Section 30-15-401.4, C.R.S., authorizes both the Board of County Commissioners of Douglas County (the "County") and the Town Council of the Town of Castle Rock (the "Town") to enact an ordinance regulating massage facilities, establishing a licensing authority to regulate massage businesses, and deterring and shutting down illicit massage businesses; and

WHEREAS, in April, 2023, the County exercised its authority to establish a massage facility licensing authority (the "Licensing Authority") by enacting Ordinance No. O-024-005; and

WHEREAS, the County further adopted Resolution No. 2024-124, establishing a procedural framework for administration of massage facility licensure; and

WHEREAS, subsequent thereto, the Colorado General Assembly passed House Bill 24-1371, which imposes new regulations pertaining to massage facility licensure and requires amendment of the County's original ordinance and resolution; and

WHEREAS, among other things, House Bill 24-1371 allows a municipality to enter into an agreement with the county in which it is located for the purpose of electing to have the county's massage licensing ordinance apply to massage facilities operating within the jurisdictional boundaries of the municipality in lieu of adopting its own ordinance; and

WHEREAS, with the passage of House Bill 24-1371, the County is in the process of enacting Ordinance No. O-026-001 updating the requirements for licenses and background checks for any new or existing massage facility that operates in the unincorporated County or any municipality where the County is the licensing authority pursuant to a legal agreement; and

WHEREAS, the Town wishes to elect to have the County's ordinance apply to massage businesses within its boundaries and to allow the Licensing Authority to manage and facilitate massage facility licensure pursuant to Section 30-15-401.4, C.R.S., and Douglas County Ordinance No. O-026-001; and

WHEREAS, for that purpose, the Town Council finds that it is in the best interests of the health, safety, and welfare of its residents to enter into an intergovernmental agreement with the County to deter illicit massage business and prevent human trafficking by managing massage facility licensure in accordance with the terms provided in such agreement.

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

Section 1. Approval. The Intergovernmental Agreement relating to the enforcement of an Ordinance establishing business licensure requirements to regulate massage facilities and to regulate and prohibit unlawful activities for the sole purpose of deterring illicit massage business and preventing human trafficking between the Board of County Commissioners of Douglas County and the Town of Castle Rock, Colorado, is hereby approved in substantially the same form presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 17th day of February, 2026 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Matt Gohl, Assistant Town Manager

INTERGOVERNMENTAL AGREEMENT RELATING TO THE ENFORCEMENT OF AN ORDINANCE ESTABLISHING BUSINESS LICENSURE REQUIREMENTS TO REGULATE MASSAGE FACILITIES AND TO REGULATE AND PROHIBIT UNLAWFUL ACTIVITIES FOR THE SOLE PURPOSE OF DETERRING ILLICIT MASSAGE BUSINESS AND PREVENTING HUMAN TRAFFICKING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY AND THE TOWN OF CASTLE ROCK, COLORADO

THIS AGREEMENT (the “IGA”) is made and entered into this 17th day of February, 2026 (the “Effective Date”), by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, (“Board”) State of Colorado, and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation of the State of Colorado (the “Town”)(collectively, the Board and the Town are referred to as the ”Parties”).

RECITALS:

WHEREAS, the Board of County Commissioners of the County of Douglas, Colorado, was authorized to enact an ordinance regulating massage facilities pursuant to C.R.S. 30-15-401.4 in order to establish a licensing authority to regulate massage businesses and to deter and shut down illicit massage businesses; and

WHEREAS, the Board exercised its authority to enact an ordinance and establish a massage facility licensing authority (the “Licensing Authority”) in April of 2023, in Douglas County Ordinance No. 0-024-005; and

WHEREAS, the Board then enacted Douglas County Ordinance No. O-026-001 pursuant to House Bill 24-1371, which imposed new regulations pertaining to massage facility licensure and which required amendment of the original ordinance; and

WHEREAS, Douglas County Ordinance No. O-026-001, attached as **Exhibit A**, specifies the requirements for licenses and background checks for any new or existing massage facility that operates in unincorporated Douglas County or where Douglas County is the licensing authority pursuant to a legal agreement; and

WHEREAS, the Board adopted Amended Resolution No. 2026-____, attached as **Exhibit B**, establishing a procedural framework for administration of massage facility licensure in Douglas County, Colorado; and

WHEREAS, a municipality within a county may elect to have a county’s resolution or ordinance that is adopted pursuant to C.R.S. § 30-15-401.4 apply to massage facilities operating within the jurisdictional boundaries of the municipality; and

WHEREAS, the Town wishes to elect to have the Board’s ordinance and allow for the Licensing Authority to manage and facilitate massage facility licensure pursuant to C.R.S. § 30-15-401.4 and Douglas County Ordinance No. O-026-001; and

WHEREAS, the Town and Board desire to enter into this IGA in order to deter illicit massage business and prevent human trafficking by managing massage facility licensure in accordance with the terms herein provided.

NOW, THEREFORE, in consideration of the agreements contained herein, the Town and Board hereby agree as follows:

1. **Term**. The Board shall serve as the licensing authority for the Town pursuant to Douglas County Ordinance No. O-026-001 and C.R.S. 30-15-401.1. The effective date of the IGA shall be from the date of signing by the Board and the Town. This agreement shall remain in full force and effect unless either Party elects to terminate the IGA upon 30 days written notice to the other Party.

2. **Scope of Services**. The services to be provided by the Board to the Town with respect to the ordinance shall be substantially similar to the enforcement of this ordinance for any qualifying businesses in the unincorporated areas of the County.

- A. The Board agrees that the Licensing Authority shall serve as the licensing authority for massage facility licenses pursuant to Douglas County Ordinance No. O-026-001 and C.R.S. 30-15-401.1 for all applicable businesses within the Town.
- B. The Town agrees to provide the Licensing Authority information on any business that is licensed within the Town that is subject to these licensing requirements or qualifies for an exemption.
- C. The Board acknowledges and agrees that the Town shall be responsible for determining whether the business is in compliance with Town business licensing and zoning requirements under the Town of Castle Rock Municipal Code. To ensure such compliance the Licensing Authority shall refer the application to the Town for review and a determination that the business is fully compliant with requirements. To the extent possible the Town's and Licensing Authority's review processes shall run concurrently as to avoid any unnecessary delays. The Licensing Authority shall not grant an application without proof that the business is fully compliant with the Town's business licensing and zoning requirements.
- D. The Board and/or Licensing Authority will follow the procedures outlined in Resolution No. 2024-124 when serving as the Licensing Authority for massage facilities in the Town.
- E. The Board and/or Licensing Authority agrees to provide notifications to the Town of the approval or denial of any applications or renewals.
- F. To the extent it is lawfully necessary, the Town hereby: (i) consents to the adoption of the Ordinance by the Board and (ii) confers the authority and jurisdiction on the

Board and the Licensing Authority to perform the requirements as stated in the Ordinance for any businesses that are subject to the licensing requirements.

- G. The Board and/or Licensing Authority will submit any complaints of a criminal nature received related to the Town's massage businesses licensed under this Ordinance to the Town's Police Department.

3. **Collected Fines, Penalties, and Abatement Proceeds.** The Board and/or the Licensing Authority shall retain all revenues collected as a result of enforcing the Ordinance within the boundaries of the Town to which they would otherwise be entitled under state law if such services were performed entirely within the unincorporated County.

4. **Records and Reporting.** All records resulting from the enforcement of the Ordinance within the Town will be managed and maintained by the Board and/or the Licensing Authority. Any requests for records will be reviewed by the County Attorney's Office prior to the release of any records.

5. **No Waiver of the Colorado Governmental Immunity Act.** The Parties hereto understand and agree that the Town and the Board, their respective elected officials, officers, directors, employees, deputies, and agents are relying on, and do not waive or intend to waive by any provisions of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Town or the Board. To the extent that the CGIA imposes varying obligations or contains different waivers of immunity for municipalities and counties, both the Town and the Board agree that each will remain liable for their independent obligations under the CGIA, and neither party shall be liable for the obligations of the other.

6. **Governing Law.** This IGA shall be governed by the laws of the State of Colorado.

7. **Integration and Amendment.** This IGA represents the entire agreement between the Parties regarding the matters contained herein and terminates any oral or collateral agreement or understandings regarding such matters. This IGA may only be amended via a writing signed by the Parties. If any provision of this IGA is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this IGA shall continue in full force and effect.

8. **Scope of the Agreement.** This agreement creates no new relationship other than the relationship contemplated by the underlying statute and ordinances, and as contained in this agreement. Furthermore, it is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto.

9. **Waiver of Rights and Remedies.** This IGA or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this IGA on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

10. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Board and the Town, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under such IGA.

11. **Notices.** Except as otherwise provided herein, all notices required or permitted to be given under this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered or sent by first class mail, postage prepaid, to the following addresses:

To the Town: Town of Castle Rock
 100 N. Wilcox Street
 Castle Rock, Colorado 80104
 Attention: Jamie Authier, Revenue Manager

with a copy to: Michael J. Hyman, Town Attorney

To the County: Douglas County
 100 Third Street
 Castle Rock, Colorado 80104
 Attention: Doug DeBord, County Manager

with a copy to: Jeffrey Garcia, County Attorney
 & Massage Licensing Program; massagelicense@douglas.co.us

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

12. **Effective Date.** This Agreement shall take effect the later of the date this Agreement is fully executed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this IGA is executed by the Parties hereto as of the Effective Date.

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

David L. Corliss, Town Manager

COUNTY:

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY:**

ATTEST:

Abe Laydon, Chair

Clerk to the Board

DATE: _____

DATE: _____

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

Douglas J. DeBord, County Manager

Jeffrey Garcia, County Attorney

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Finance Director

DATE: _____

EXHIBIT A
Douglas County Ordinance No. O-026-001
(see attached)

ORDINANCE NO. O-026-001

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

**AN ORDINANCE ESTABLISHING BUSINESS LICENSURE REQUIREMENTS TO
REGULATE MASSAGE FACILITIES AND TO REGULATE AND PROHIBIT
UNLAWFUL ACTIVITIES FOR THE SOLE PURPOSE OF DETERRING ILLICIT
MASSAGE BUSINESS AND PREVENTING HUMAN TRAFFICKING, WITHIN
DOUGLAS COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners of the County of Douglas, Colorado, (“Board”) was authorized to enact this ordinance pursuant to C.R.S. § 30-15-401.4, to establish a licensing authority that regulates massage businesses and to deter and shut down illicit massage businesses; and

WHEREAS, the Board exercised its authority to enact this ordinance and establish a massage facility licensing authority in April of 2023 through Douglas County Ordinance No. 0-024-005; and

WHEREAS, C.R.S. § 30-15-401.4 and Colorado Senate Bill 25-146 impose new regulations pertaining to massage facility licensure, which take effect in July of 2026, and which require amendment of the original ordinance; and

WHEREAS, C.R.S. § 12-235-101 et seq., known as “The Massage Therapy Practice Act” (“the Act”), regulates the profession of massage therapy to provide for consistent statewide certification and oversight of massage therapy professionals; and

WHEREAS, the Board finds that the purpose and intent of the Act and C.R.S. § 30-15-401.4 is to regulate and protect legitimate massage therapists and massage therapy businesses and safeguard and promote the public health, safety, and welfare of County residents, while recognizing that massage is a legitimate health care professional activity that provides benefits to County residents; and

WHEREAS, the reputation and success of legitimate massage therapy businesses is denigrated and undermined by persons who mask their unlawful sexual activities and human trafficking by falsely posing as massage therapy businesses; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, THAT:

PART I: GENERAL

Section 1. **Definitions:** Except as otherwise indicated by context, the following words, terms, and phrases shall have the following meanings for purposes of this ordinance:

- (a) “Advertise” or “advertisement” means to publish, display, or disseminate information and includes, but is not limited to, the issuance of any card, sign, or direct mail, or causing or permitting any sign or marking to be placed on or in any building or structure or in any newspaper, magazine, or directory, or any announcement or display via any televised, computerized electronic or telephonic networks or media.
- (b) “Agent” means a person designated by a massage facility to act on behalf of the massage facility under this ordinance.
- (c) “Applicant” means a person who has submitted an application to the licensing authority for an initial license or renewal of a license to operate a massage facility.
- (d) “Background Check” means a fingerprint-based criminal history record check as described in section 5 of this ordinance, conducted in accordance with C.R.S. §§ 24-33.5-424.5 and 30-15-401.4, as amended from time to time, and includes, to the extent allowed or required, as applicable, when a fingerprint-based criminal history record check cannot be completed or reveals a record of arrest without disposition, a criminal history record check using the Colorado Bureau of Investigation (“CBI”) records and a name-based judicial record check, as defined in C.R.S. § 22-2-119.3(6)(d).
- (e) “Client” means a person who enters into an agreement for massage therapy for a fee, income, or compensation of any kind within the County.
- (f) “Control” means the power to direct or cause the direction of the management and policies of an applicant, licensee, controlling person, manager, agent, or employee, in any way.
- (g) “Controlling Person” means a person directly or indirectly possessing control of an applicant or licensee.
- (h) “Director” means one who manages, guides, or orders, exercising control over other employees or officers.
- (i) “Employee” means a person who is employed by a massage facility or an independent contractor who is hired by a massage facility to perform work that is part of the routine operations of the massage facility; except that, for the purpose of determining who is required to submit to a background check under this ordinance, “employee” does not include a massage therapist, or an independent contractor who performs janitorial services or other routine facility maintenance services for a massage facility and has no contact with or only incidental contact with clients of the massage facility.
- (j) “Erotic parlor” means a facility that entices clients through advertising or other business practices directed towards sexual desire, lust, or passion.
- (k) “Fully clothed” means entirely opaque, nontransparent material that must not expose an employee’s genitalia or substantially expose an employee’s undergarments.

- (l) “Home business” means a business, profession, occupation, or trade that is conducted within a residential dwelling unit for the economic gain or support of a resident of the dwelling and is incidental and secondary to the residential use of the lot, and that does not adversely or perceptively affect the character of the lot or surrounding area. This use shall not include an animal hospital, day care, health clinic, hospital, kennel, tearoom, or hemp fabrication, manufacturing, or processing.
- (m) “Illicit massage business” means a business that may provide massage and engages in human trafficking-related offenses, as described in C.R.S. §§ 18-3-503, 18-3-504, and 18-3-502.
- (n) “Licensing authority” means the governing body of the Board or any other government employee or hearing officer appointed by the Board to act on their behalf to receive, review, and approve or deny, applications for licensure of a massage facility and investigate and determine the eligibility of a person to be an owner or employee of a massage facility.
- (o) “Designee” means any other government employee or government hearing officer appointed by the Board to act on their behalf.
- (p) “Manager” is a person authorized by the licensee to exercise overall operational control of the business, to supervise employees, or to fulfill any of the functions required of a licensee or massage facility by this ordinance.
- (q) “Massage facility” means any place of business where massage therapy or full-body-massage is practiced or administered. The term “massage facility” shall not include:
 - (1) Training rooms in public and nonpublic institutions of higher education, as defined in C.R.S. § 23-3.1-102(5).
 - (2) Training rooms of recognized professional or amateur athletic teams.
 - (3) Offices, clinics, and other facilities at which medical professionals licensed by the state of Colorado, or any other state, provide massage services to the public in the ordinary course of their medical profession.
 - (4) Medical facilities licensed by the state.
 - (5) Barber shops, beauty salons, and other facilities at which barbers and cosmetologists licensed by the state provide massage services to the public in the ordinary course of their professions.
 - (6) Bona fide athletic clubs not engaged in the practice of providing massage therapy to members or to the public for remuneration, or an athletic club that does not receive more than 10 percent of its gross income providing massages to the athletic club’s members or to the public.

- (7) A place of business where a person offers to perform or performs massage therapy:
 - (i) For 72 hours or less in any six-month period; and
 - (ii) As part of a public or charity event, the primary purpose of which is not to provide massage therapy.
- (8) A place of business where a licensed massage therapist practices as a solo practitioner, and:
 - (i) Does not use a business name or assumed name; or
 - (ii) Uses a business name or assumed name and provides the massage therapist's full legal name or license number in each advertisement, and each time the business name or assumed name appears in writing; and
 - (iii) Does not maintain or operate a table shower.
- (9) The licensing authority may verify the exempt status of a business or facility in keeping with the intent of this ordinance.
- (10) The licensing authority may promulgate additional exemptions to the definition of "massage facility."
- (11) If there is a pattern of criminal behavior regarding sexual misconduct, or criminal intent that is related to human trafficking disguised as a legitimate exemption, the licensing authority may, at its discretion, determine that a practice is no longer exempt from the definition of "massage facility."
- (r) "Massage" or "massage therapy" means a system of structured touch, palpation, or movement of the soft tissue of another person's body in order to enhance or restore the general health and well-being of the recipient. Such system includes, but is not limited to, techniques such as effleurage, commonly called stroking or gliding; petrissage, commonly called kneading; tapotement or percussion; friction; vibration; compression; passive and active stretching within the normal anatomical range of movement; hydro massage; and thermal massage. Such techniques may be applied with or without the aid of lubricants, salt or herbal preparations, water, heat, or a massage device that mimics or enhances the actions of human hands.
- (s) "Massage therapist" means a person that has fulfilled the requirements for state licensure under C.R.S. § 12-235-108 and has a valid massage therapist license issued by the state of Colorado to engage in the practice of massage therapy. The terms "masseur" and "masseuse" are synonymous with the term "massage therapist."
- (t) "Member" means one of the people composing a group.

- (u) “Mobile Massage Unit” means a vehicle or other movable enclosure specifically equipped for a massage therapist to provide massage therapy inside the vehicle or enclosure.
- (v) “Officer” means a person who holds an office of trust, authority, or command in relation to a massage facility.
- (w) “Operator” means a person that is licensed by a licensing authority to operate a massage facility or, before a license is required to legally operate a massage facility only, a person who is operating a massage facility without a license.
- (x) “Owner” means a person other than an operator that holds a legal ownership interest in a massage facility; except that a person that is not involved in the operation of a massage facility and whose ownership interest consists only of stock in a publicly traded company that owns or operates a massage facility is not an owner.
- (y) “Principal Owner” means an owner who stands first in rank, importance, or fundamental value with respect to legal ownership interest in a massage facility. The term “principal owner” shall not include a person that is not involved in the operation of a massage facility and whose ownership interest consists only of stock in a publicly traded company that owns or operations a massage facility.
- (z) “Partner” means a person who shares or takes part with another in a massage facility venture with shared benefits and shared risks.
- (aa) “Person” means a natural person, owner, principal owner, officer, director, manager, partner, member, controlling person, agent, operator or employee of any of them.
- (bb) “Sexual Act” means sexual contact, sexual intrusion, or sexual penetration as defined in C.R.S. § 18-3-401.
- (cc) “Solo practitioner” means a licensed massage therapist, as defined in this ordinance, independently performing the practice of massage therapy.
- (dd) “Table shower” means an apparatus for the bathing or massaging of a person on a table or in a tub.

PART II: MASSAGE FACILITY LICENSES AND BACKGROUND CHECKS

Section 2. Licenses and background checks generally; minimum requirements.

- (a) The licenses and background checks required by this ordinance are in addition to any other applicable licenses, permits, or background checks required by municipality, county, or state. Massage facilities licensed and persons authorized to be employed under this ordinance shall comply with all other applicable ordinances and laws, including zoning ordinances. Background checks required by this ordinance shall comply with the

requirements laid forth in C.R.S. § 24-33.5-424.5.

Section 3. Licenses and background checks required.

- (a) As of May 11, 2023, each new massage facility in unincorporated Douglas County or where Douglas County was the licensing authority pursuant to a legal agreement, was required to obtain a massage facility license prior to opening for business and operating as a massage facility; and
- (b) As of May 11, 2023 each existing massage facility that operated in unincorporated Douglas County or where Douglas County was the licensing authority pursuant to a legal agreement prior to May 11, 2023, and which continued to operate in Douglas County, thereafter, was required to submit a complete application for a massage facility license on or before December 31, 2023; and
- (c) Now to maintain compliance with new regulations imposed by House Bill 24-1371, each existing massage facility without a current massage facility license that operated in unincorporated Douglas County or where Douglas County is the licensing authority pursuant to a legal agreement prior to [the second reading of this ordinance] must submit a complete application for a massage facility license on or before June 30, 2026.
- (d) No person shall be permitted to own or operate a massage facility in Douglas County without a valid massage facility license; and
- (e) On or after July 1, 2026, every prospective owner and prospective employee of a massage facility in unincorporated Douglas County or where Douglas County is the licensing authority pursuant to a legal agreement shall submit to a background check as described in section 5 of this ordinance before being granted a license to operate a massage facility, assuming an ownership interest in a massage facility that would make the prospective owner an owner, or commencing employment with a massage facility; and
- (f) In addition to any existing background check requirements, on or after July 1, 2026, no person shall become or remain an owner, principal owner, officer, director, manager, partner, controlling person, employee, agent or operator of a massage facility in unincorporated Douglas County or where Douglas County is the licensing authority pursuant to a legal agreement without first submitting to a background check as described in section 5 of this ordinance.

Section 4. Applications.

- (a) In addition to the requirements of any other applicable laws, codes, or regulations, each application for a massage facility license shall contain the following information:
 - (1) If the applicant is a person: satisfactory proof that he or she is 18 years of age or older.

- (2) If the applicant is a legal entity: satisfactory proof that each of the applicants, owners, principal owners, officers, directors, managers, partners, members, controlling persons, employees, agents, operators, and/or anyone with a 10 percent or more financial interest of such entity are 18 years or older.
- (3) Whether the applicant, or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, have been convicted of, or entered a plea of guilty or “nolo contendere” that is accepted by the court, for a felony or misdemeanor, in any Federal, State, or Municipal court in any of the United States jurisdictions or possessions, for solicitation of prostitution, any human trafficking related offense, fraud, theft, embezzlement, money laundering, or similar crimes. Failure to disclose any such criminal conviction may result in denial of the license application.
- (4) Whether the applicant, or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, is registered as a sex offender or is required by law to register as a sex offender, as described in C.R.S. § 16-22-103.
- (5) Whether the applicant, or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, has a pending criminal action that involves or is related to any offense described in subsections (a)(3) or that could subject them to the registration requirements in subsection (a)(4) of this section 4.
- (6) Whether the applicant, or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, has had a previous license under this or any other similar massage facility law or regulation in another jurisdiction or possession of the United States, denied, suspended, or revoked, and if so, the name and location of the massage facility for which such license was denied, suspended, or revoked, as well as the date of such denial, suspension, or revocation.
- (7) Whether the applicant, or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, has been an owner, principal owner, officer, director, manager, partner, member, controlling person, employee, agent, or operator of any legal entity which currently operates or previously operated a massage facility or business meeting the definition of massage facility in this ordinance and the name, dates of operation, and location of such business or businesses.
- (8) Satisfactory proof of the applicant’s ownership or right to possession of the premises wherein the massage facility will be operated. The applicant shall have a continuing obligation to provide, where applicable, subsequent evidence of the right to possession of the premises.

- (9) Satisfactory proof that local government zoning or subdivision regulations allows for the operation of a massage facility at the premises wherein the massage facility will be operated.
- (b) In addition to the requirements of any other applicable laws, codes, or regulations, each application for a person's background check shall contain the following information:
- (1) Satisfactory proof that the applicant is 18 years of age or older.
 - (2) Whether the applicant or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, has been convicted of or entered a plea of guilty, or "nolo contendere" that is accepted by the court for a felony or misdemeanor, in any Federal, State, or Municipal court in any of the United States jurisdictions or possessions, for prostitution, solicitation of prostitution, any human trafficking related offense, fraud, theft, embezzlement, money laundering, or similar crimes. Failure to disclose any such criminal conviction may result in denial of the application.
 - (3) Whether the applicant or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, is registered as a sex offender or is required by law to register as a sex offender, as described in C.R.S. § 16-22-103.
 - (4) Whether the applicant or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, has a pending criminal action that involves or is related to any offense described in subsections (b)(2) or that could subject them to the registration requirements in subsection (b)(3) of this section 4.
 - (6) Whether the applicant or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, has had a previous license under this or any other similar massage facility law or regulation in another jurisdiction or possession of the United States, denied, suspended, or revoked, and if so, the name and location of the massage facility for which such license was denied, suspended, or revoked, as well as the date of such denial, suspension, or revocation.
 - (7) Whether the applicant has been an owner, principal owner, officer, director, manager, partner, member, controlling person, employee, agent or operator of any legal entity which currently operates or previously operated a massage facility or business meeting the definition of massage facility in this ordinance and the name, dates of operation, and location of such business or businesses.
- (c) The licensing authority shall receive, review, approve, or deny license and background check applications for applicants, owners, principal owners, officers, directors, managers, partners, members, controlling persons, employees, agents and operators.

- (d) The licensing authority may require the applicant to issue a reasonable administrative fee for issuing or renewing licensure as outlined pursuant to C.R.S. § 30-15-401.4.

Section 5. Fingerprinting check; Sheriff's Office review.

- (a) In investigating the fitness of any applicant, or any of the other people required to be listed in the application pursuant to subsection (a)(2) of this section 4, the licensing authority shall require the applicant, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, to submit to a fingerprint-based criminal history record check. The applicant, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, shall have fingerprints taken by a local law enforcement agency or any third party approved by the CBI for the purpose of obtaining a fingerprint-based criminal history record check and shall pay the associated costs. The applicant, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, shall authorize the entity taking the fingerprints to submit, and the entity shall submit, the complete set of fingerprints to the CBI for the purpose of conducting a fingerprint-based criminal history check.
- (b) If an approved third party takes the applicant's fingerprints or the fingerprints of any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, the fingerprints may be electronically captured using CBI -approved livescan equipment. Third party vendors must be approved by the CBI for the purpose of obtaining a fingerprint-based criminal history record check. Third party vendors shall not keep the applicant's information or the information for or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, for more than 30 days. The CBI shall use the applicant's fingerprints or the fingerprints of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, to conduct a criminal history record check using the CBI's records. The CBI shall also forward the fingerprints to the Federal Bureau of Investigation ("FBI") for the purpose of conducting a national fingerprint-based criminal history check. The CBI, the applicant, any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, the licensing authority, and the entity taking fingerprints shall all comply with the FBI's requirements to conduct a fingerprint-based criminal history check.
- (c) The CBI shall return the results of its criminal history record check to the licensing authority, and the licensing authority is authorized to receive the results of the FBI's criminal history check.
- (d) When the results of a fingerprint-based criminal history record check reveal a record of arrest without a disposition, or when a finger-print based criminal history record check cannot be completed, the licensing authority shall require the applicant to submit to a name-based judicial record check, as defined in C.R.S. § 22-2-119.3(6)(d).
- (e) The corresponding application and background check information shall be referred to the Douglas County Sheriff's Office ("DSCO"). The licensing authority, or the licensing

authority's designee, shall utilize the criminal history records to determine whether the applicant, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, are approved or denied a license or employment eligibility based on the criminal history information. This ordinance authorizes the use of the FBI records for the screening of applicants identified herein.

(f) The DCSO shall not be authorized to approve or disapprove any license application.

Section 6. Issuance; denial.

(a) If, after reviewing the application and conducting an investigation, the licensing authority finds that the applicant and each of the persons required to be listed in the corresponding license or background check application satisfy the requirements in section 4 of this ordinance:

- (1) Are 18 years of age or older; and
- (2) Have not been convicted of, or pleaded guilty or nolo contendere to, an offense involving prostitution, solicitation of prostitution, any human trafficking related offense, fraud, theft, embezzlement, money laundering, or similar crimes; and
- (3) Are not a registered sex offender or required by law to register as a sex offender; and
- (4) Have not had (a) a license to operate a massage facility or similar license revoked or suspended by the State of Colorado, or a political subdivision of Colorado, or a regulatory board in another United States jurisdiction; or (b) has possession over a massage facility during an act that occurred in that jurisdiction that would be a violation of this ordinance; and
- (5) The proposed location of the applied-for massage facility, as applicable, has not had a similar license revoked for cause; and
- (6) Have paid the administrative fee.

Then the licensing authority shall, following receipt of the complete license application and background check, approve the issuance of a massage facility license to the applicant for use at the location identified in the license application as the situs of the business, or determine that an applicant, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, are eligible to be an owner, principal owner, officer, director, manager, partner, controlling person, employee, agent, or operator.

(b) The licensing authority shall be empowered to place reasonable conditions and restrictions, on a case-by-case basis, upon any massage facility license that would otherwise be denied, revoked, or suspended.

- (c) The licensee shall have the right to a hearing before the licensing authority to review any such conditions or restrictions.
- (d) If, after reviewing the application, the licensing authority finds, in addition to findings required by any other law, code, or regulation, that:
 - (1) The applicant has not paid the required administrative fee; or
 - (2) The County zoning or subdivision regulations do not allow for the operation of a massage facility at the proposed location; or
 - (3) The applicant or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, has been convicted of, or has entered a plea of guilty or nolo contendere that is accepted by the court for a felony or misdemeanor for Solicitation of a Prostitute, as described in C.R.S. § 18-7-202; a human trafficking-related offense, as described in C.R.S. § 18-3-503 or 18-3-504; Money Laundering, as described in C.R.S. § 18-5-309; or similar crimes; or
 - (4) The applicant, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, is registered as a sex offender or is required by law to register as a sex offender, as described in C.R.S. § 16-22-103; or
 - (5) The applicant or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, has one or more previous revocations or suspensions of a license to operate a massage facility.

Then the licensing authority may, following receipt of the complete license application and background check, issue a denial of the application, or determine that an owner or prospective owner or employee or prospective employee or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, is ineligible to be an owner or employee. In the event of a denial or ineligibility determination, the licensing authority shall explain in writing, with reasonable detail, the reason for the denial or determination.

- (e) The licensing authority or its designee shall have discretion to deny an application or determine that an owner or prospective owner, or employee or prospective employee, or any of the other persons required to be listed in the application pursuant to subsection (a)(2) of this section 4, is ineligible to be an owner or employee after considering, in accordance with C.R.S. § 24-5-101, an person's conviction of, or plea of guilty or nolo contendere that is accepted by the court for felony or misdemeanor Fraud, Theft, or Embezzlement, as described in C.R.S. § 18-4-401.
- (f) In the event that the licensing authority takes into consideration information concerning criminal history, the licensing authority shall also consider any information provided by

the applicant, owner or prospective owner, or employee or prospective employee regarding the criminal history, including, but not limited to, evidence of mitigating factors, rehabilitation, character references, and educational achievements, especially the mitigating factors pertaining to the period of time between the last criminal conviction and the consideration of the person's application for a license or renewal, ownership or prospective ownership of a massage facility, or employment or prospective employment by a massage facility.

Section 7. Temporary license.

- (a) The licensing authority may issue a temporary massage facility license upon receipt of a complete massage facility license application involving the sale or change in ownership of a business. Such temporary license shall be valid for thirty days, and the licensing authority shall renew the temporary license every thirty days until approval or denial of the massage facility license.

PART III: REGULATION

Section 8. Limitations on operation – prohibited acts.

- (a) It shall be unlawful for any person in the business of owning or operating a massage facility, or any manager or employee thereof, to:
 - (1) Allow a person who does not hold a valid massage therapy license pursuant to C.R.S. § 12-235-107 to perform massage in a massage facility.
 - (2) Fail to submit to a background check as required by this ordinance.
 - (3) Employ a person who has not submitted to a background check as required by this ordinance.
 - (4) Advertise to a prospective client that services including prostitution, sexual acts, escort services, sexual services, or services related to human trafficking disguised as legitimate services, are available.
 - (5) Permit sexual acts or sexual services within or near a massage facility or in relation to massage therapy.
 - (6) Deny inspection of a massage facility by law enforcement, a licensing authority, or a licensing authority's designees.
 - (7) Refuse, interfere with, or elude immediate identification of employees of the massage facility to law enforcement, a licensing authority, or a licensing authority's designees.
 - (8) Fail to immediately report to the DCSO any act of sexual misconduct occurring in

a massage facility.

- (9) Allow an employee of a massage facility to provide massage therapy without being fully clothed.
- (10) Require client nudity as part of a massage without the client's prior consent.
- (11) Allow a massage facility to be open and practice massage therapy without a licensed massage therapist on the premises.
- (12) Permit a person in a massage facility to make an agreement with an employee or independent contractor to engage in any prostitution-related offense in the massage facility or any other location.
- (13) Permit a massage facility to be used for housing, sheltering, or harboring any person, or as living or sleeping quarters for any person; except that an owner and the owner's family members who operate a massage facility as a home business are exempt from the prohibited activity in this subsection (a)(13).
- (14) Operate an erotic parlor on the premises of a massage facility.
- (15) Operate a massage facility without a valid massage facility license.

Section 9. Required Acts.

(a) Every licensed massage facility shall be required to:

- (1) Maintain a list of all employees on site including each employee's full legal name, date of birth, home address, telephone number, start date of employment, and employment position.
- (2) Require that all licensees, operators, and employees have at least one of the following forms of valid government identification, and immediately present such identification to the licensing authority or the licensing authority's designees upon request:
 - (i) A United States military card or military dependent's identification card; or
 - (ii) A United States Coast Guard Merchant Mariner card; or
 - (iii) A Native American tribal document; or
 - (iv) A valid Colorado driver's license or Colorado identification card issued pursuant to Article 2 of Title 42, C.R.S., unless the applicant holds a license or card issued pursuant to Part 5 of Article 2 of Title 42, C.R.S.; or

- (v) A valid driver's license or identification card issued by another state, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States that is compliant with the federal "REAL ID Act" as amended; or
 - (vi) A valid United States passport; or
 - (vii) A valid United States permanent resident card; or
 - (viii) Any other valid type of identification that is required to prove authorization to obtain employment in the United States.
- (3) Require licensed massage therapists to maintain copies of valid massage therapy licensure, as required by C.R.S. § 12-235-107, and a form of identification containing the therapist's name, address, and social security number or person taxpayer identification number, that must be immediately presented to the licensing authority, the licensing authority's designees, or law enforcement upon request.
 - (4) Maintain a complete set of records including a log of all massage therapy administered at the facility. The records shall include all accounts, invoices, payroll, and employment records of the massage facility. The log shall include the date, time, and type of each massage therapy administered, and the name of the massage therapist administering the massage therapy. The licensee shall retain the records and log book for a minimum of one year following any massage therapy. The records and log book shall be subject to inspection upon request by the licensing authority, the licensing authority's designees, and law enforcement, during normal business hours, in compliance with applicable law.
 - (5) Operate or conduct business under only the designation specified in the license.
 - (6) Ensure that all operators, employees, and independent contractors remain fully clothed in professional attire while administering massage or otherwise visible to clients on business premises, including premises designated by the client through an outcall massage service or mobile massage unit.
 - (7) Maintain a valid massage facility license prior to and during all hours of operation.

Section 10. Inspections.

- (a) The licensing authority, or the licensing authority's designees, shall be responsible for enforcement of this ordinance including inspection of massage facilities.
- (b) No owner, operator, manager, massage therapist, or employee shall fail to immediately grant full massage facility access any time such establishment is open for business, to the licensing authority, the licensing authority's designees, or any other person authorized or required by law to inspect the massage facility.

- (c) All rooms, cabinets, and storage areas shall be subject to inspection and any locked rooms, cabinets, or storage areas shall be promptly opened for inspection.
- (d) Each massage facility shall keep a complete book of records to include a log of all massage therapy administered at the facility, as required in section 9 (a)(4) of this ordinance, open to inspection without unreasonable delay.
- (e) Inspectors may request to review a State-issued massage therapist license for any massage therapist or employee of the massage facility at any time during an inspection. All owners, managers, massage therapists, employees, independent contractors, or persons occupying the facility other than clients shall present identification and shall not elude identification.

Section 11. Revocation or suspension of license; penalties.

- (a) The licensing authority, or the licensing authority's designees, may revoke or suspend a license for violating any prohibited act pursuant to section 8 of this ordinance.
- (b) The licensing authority, or the licensing authority's designees, may temporarily suspend a massage facility license with a hearing to be scheduled within 15 days when the licensing authority finds:
 - (1) The licensee willfully failed to disclose any information on the application as required; or
 - (2) The licensee knowingly permitted a person who does not hold a valid license pursuant to C.R.S. § 12-235-107 to perform massage therapy; or
 - (3) A pattern of activity that the massage facility is committing human trafficking-related offenses as described in C.R.S. §§ 18-3-503 and 18-3-504; or
 - (4) The licensee failed to permit an inspection in accordance with section 10 of this ordinance any time the facility is open for business.
- (c) A law enforcement officer may follow the penalty assessment procedure described in C.R.S. § 16-2-201 for any violation of this ordinance.
- (d) The licensing authority or its designees may impose the following additional penalties when it is found that a licensee, owner, or employee has violated any of the prohibited activities described in section 8 of this ordinance:
 - (1) A fine of \$300.00 for a first violation.
 - (2) A fine of \$600.00 for a second violation by the same person or licensee.
 - (3) A fine of \$1,000.00 for a third or subsequent violation by the same person or licensee.

- (e) A massage facility that engages in two or more violations of this ordinance is a public nuisance, as described in C.R.S. § 16-13-303, unless the violation is already a public nuisance, as described in C.R.S. § 16-13-303. The County Attorney of Douglas County or the District Attorney acting pursuant to C.R.S. § 16-13-302 may bring an action in the District Court of Douglas County for an injunction against any massage facility that violates this ordinance.
- (f) The licensee may appeal the revocation or suspension of a license in accordance with C.R.C.P. 106(a)(4).

Section 12. Fees.

- (a) The application and annual license fees shall be established by the licensing authority in accordance with the provisions of section 4(d) of this ordinance.

Section 13. Repeal.

- (a) All ordinances or parts of ordinances of the County of Douglas, Colorado, in conflict herewith are expressly repealed.

Section 14. Adoption.

- (a) Pursuant to C.R.S. §§ 30-15-405 and 406, County ordinances are typically adopted on First Reading at a Board of County Commissioner Business Meeting. Subsequently, after notice has been provided in the newspaper, the Board will adopt an ordinance at Second and Final Reading, which is conducted at a public hearing. If adopted as an “emergency ordinance,” the ordinance will take effect immediately. Otherwise, all ordinances go into effect 30 days after publication after Second and Final Reading.

PART IV: CERTIFICATION

The Douglas County Clerk shall certify to the passage of this ordinance and shall have on file copies of this ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ AND ADOPTED ON FIRST READING on February _____, 2026, and ordered published in the DOUGLAS COUNTY NEWS-PRESS.

**THE BOARD OF COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____
George Teal, Chair

ATTEST:

Deputy Clerk

ADOPTED ON SECOND AND FINAL READING on _____ 2026, and ordered published by reference to title only in the DOUGLAS COUNTY NEWS-PRESS.

**THE BOARD OF COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____
George Teal, Chair

ATTEST:

Deputy Clerk

CERTIFICATE

I hereby certify that the original version of the foregoing Ordinance No. O-024-003 was introduced, read and adopted on first reading at the regular meeting of the Board of County Commissioners of the County of Douglas on, August 27, 2024, and the same was published in full in the DOUGLAS COUNTY NEWS-PRESS, a newspaper of general circulation published in Douglas County, on or before September 12, 2024, and thereafter was adopted on second and final reading at a regular public hearing of the Board of County Commissioners of the County of Douglas on September 24, 2024. Said ordinance was published by reference to title only on or before October 10, 2024. Said ordinance shall become effective as of October 25, 2024. The amended version of the foregoing Ordinance No. O-026-____ was introduced, read and adopted on first reading at the regular meeting of the Board of County Commissioners of the County of Douglas on, _____, and the same was published in full in the DOUGLAS COUNTY NEWS-PRESS, a newspaper of general circulation published in Douglas County, on or before _____, and thereafter was adopted on second and final reading at a regular public hearing of the Board of County Commissioners of the County of Douglas on _____. Said amended ordinance was published by reference to title only on or before _____. Said amended ordinance shall become effective as of _____.

Deputy Clerk

State of Colorado)

County of Douglas)ss.
)

Subscribed and sworn to before me this ____ day of _____, 2026, by _____, Deputy Clerk.

Notary Public

My commission expires: _____

CERTIFICATION

I, _____, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. _____, entitled, **AN ORDINANCE ESTABLISHING BUSINESS LICENSURE REQUIREMENTS TO REGULATE MASSAGE FACILITIES AND TO REGULATE AND PROHIBIT UNLAWFUL ACTIVITIES FOR THE SOLE PURPOSE OF DETERRING ILLICIT MASSAGE BUSINESS AND PREVENTING HUMAN TRAFFICKING, WITHIN THE UNINCORPORATED PORTIONS OF DOUGLAS COUNTY, COLORADO**, is a true, correct and complete copy from the records in my office, that said ordinance was duly adopted by the Board of County Commissioners of Douglas County and is in full force and effect.

Deputy Clerk

EXHIBIT B
Amended Resolution No. 2026-____,
(see attached)

AMENDED RESOLUTION NO. 2026 - _____

**THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF
DOUGLAS, COLORADO**

**A RESOLUTION ESTABLISHING A PROCEDURAL FRAMEWORK
FOR ADMINISTRATION OF MASSAGE FACILITY LICENSURE IN
DOUGLAS COUNTY**

WHEREAS, the Board of County Commissioners of the County of Douglas, Colorado, ("Board") is authorized to enact an Ordinance pursuant to C.R.S. § 30-15-401.4, in order to establish a licensing authority to regulate massage businesses and to deter and shut down illicit massage businesses; and

WHEREAS, C.R.S. §12-235-101 et seq, known as "The Massage Therapy Practice Act" ("the Act") regulates the profession of massage therapy to provide for consistent statewide certification and oversight of massage therapy professionals; and

WHEREAS, the Board finds that the purpose and intent of the Act, and of C.R.S. § 30-15-401.4, is to regulate and protect legitimate massage therapy businesses in order to also safeguard and promote the public health, safety, and welfare of the citizens, including those residing within Douglas County, while recognizing that massage is a legitimate health care professional activity that provides benefits to the residents of the County; and

WHEREAS, the reputation and success of legitimate massage therapy businesses is denigrated and undermined by individuals who mask their unlawful sexual activities and human trafficking by falsely posing as massage therapy businesses; and

WHEREAS, the Board has enacted Douglas County Ordinance O-024-004 to establish a licensing authority to regulate massage businesses and to deter and shut down illicit massage businesses;

WHEREAS, the Board has amended Douglas County Ordinance 0-024-004 to maintain compliance with the most recent Colorado Legislative requirements as they relate to § C.R.S. 30-15-401.4., § Colorado Senate Bill 25-146, and § C.R.S. 12-235-101 and

WHEREAS, a procedural framework is necessary to facilitate and administer Douglas County Ordinance O-026-01.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, THAT:**

The process and procedural framework in the attached Exhibit A shall govern massage facility licensure in Douglas County.

PASSED AND ADOPTED this ____ day of _____ 2026, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY:

GEORGE TEAL, Chair

ATTEST:

HAYLEY HALL, Clerk to the Board

Douglas County Massage Facility Licensure and Background Check Procedures

Intent

To provide procedures for the review of Massage Facility licensure applications and background checks in unincorporated Douglas County or where Douglas County is the licensing authority pursuant to a legal agreement, in accordance with Douglas County Ordinance O-026-001, and Section 30-15-401.4 of Colorado Revised Statutes.

General Requirements

In the event of a conflict between these procedures and Douglas County Ordinance O-026-001, the ordinance shall supersede.

Submittal Requirements For License And Background Check Applications -

A complete Douglas County Massage Facility Licensure application for the appropriate license type (new, transfer, or renewal), and/or a complete Douglas County Massage Facility Background Check application, as applicable, including all required documentation.

Application Fee –

New license: \$100

License Transfer: \$50

Biennial Renewal: \$25

There are no application fees for exemption requests or individual background checks that are not a part of a new or transfer license application.

Background Check and Fingerprinting–

A background check for all owners, prospective owners, operators, officers, directors, managers, partners, members, principal owners, employees, prospective employees, and anyone with ownership of ten percent (10%) or more financial interest, or other persons as required by Douglas County Ordinance O-026-001. The fingerprint results required for the background check must be received by the County for the application to be deemed complete.

General Procedure - New License

The application will be reviewed for completeness by staff and the applicant, owners, prospective owners, operators, officers, directors, managers, partners, members, principal owners, employees, prospective employees, and anyone with ownership of ten percent (10%) or more financial interest, or other persons as required by Douglas County Ordinance O-026-001, will be notified in writing of any incomplete information. An application will not be considered complete until the results of the background checks and finger printing are received.

Within 30 days of receipt of a complete application, if staff determines that the approval standards of Section 6(a) of Douglas County Ordinance O-026-001 have been met, the application will be scheduled for a hearing before the Douglas County Massage Facility Licensing Authority.

Within 30 days of receipt of a complete application, if staff determines that the approval standards in Section 6(a) of Douglas County Ordinance O-026-001 have not been met, or that the denial standards in Section 6(d) of Douglas County Ordinance O-026-001 are met, staff shall issue a finding recommending denial of the application. The finding shall be provided to the applicant in writing and shall explain with reasonable detail the reason for the denial. The application will be scheduled for a hearing before the Douglas County Massage Facility Licensing Authority.

The licensing authority may approve, approve with conditions, or deny the application.

General Procedure - License Transfer

Any entity wishing to obtain an existing massage facility license must complete a transfer of ownership.

The application will be reviewed for completeness by staff, and the applicant will be notified in writing of any incomplete information. An application will not be considered complete until the results of the background check and fingerprinting are received.

Within 30 days of receipt of a complete application, if staff determines that the approval standards of Section 6(a) of Douglas County Ordinance O-026-001 have been met, an approval shall be issued.

Within 30 days of receipt of a complete application, if staff determines that the approval standards in Section 6(a) of Douglas County Ordinance O-026-001 have not been met, or that the denial standards in Section 6(d) of Douglas County Ordinance O-026-001 are met, staff shall issue a finding recommending denial of the application. The finding shall be provided to the applicant in writing and shall explain with reasonable detail the reason for the denial. The application will be scheduled for a hearing before the Douglas County Massage Facility

Licensing Authority.

The licensing authority may approve, approve with conditions, or deny the application.

In accordance with Section 7 of Douglas County Ordinance O-026-001 the authority may issue a temporary license, valid for up to 30 days, and the licensing authority shall renew the temporary license every thirty days until approval or denial of the massage facility license by the Licensing Authority.

General Procedure - Biennial License Renewal

The application will be reviewed for completeness and the applicant will be notified in writing of any incomplete information.

Within 30 days of receipt of a complete application, if staff determines that the approval standards of Section 6(a) of Douglas County Ordinance O-026-001 have been met, an approval letter shall be issued.

Within 30 days of receipt of a complete application, if staff determines that the approval standards in Section 6(a) of Douglas County Ordinance O-026-001 have not been met, or that the denial standards in Section 6(d) of Douglas County Ordinance O-026-001 are met, staff shall issue a finding recommending denial of the application. The finding shall be provided to the applicant in writing and shall explain with reasonable detail the reason for the denial. The application will be scheduled for a hearing before the Douglas County Massage Facility Licensing Authority.

The licensing authority may approve, approve with conditions, or deny the application.

General Procedure – Individual Background Check not part of a new or transfer license application

Within 18 days of receipt of an individual background check, if staff determines that the standards of Douglas County Ordinance O-026-001 have been met, an approval letter shall be issued.

General Procedure - Exemption

The exemption request will be reviewed for completeness and the applicant will be notified in writing of any incomplete information.

Within 30 days of receipt of a complete exemption request, if staff determines that the exemption standards of Section 1(i) or 1(q) of Douglas County Ordinance O-026-001 have been met, an approval letter shall be issued.

Inspections, Suspension and Revocation

Inspections shall be conducted as enabled in Douglas County Ordinance O-026-001 and shall/may be conducted in conjunction with the Douglas County Sheriff's Office.

Suspension and Revocation actions shall occur as enabled in Douglas County Ordinance O-026-001.

IGA with Douglas County – Enforcement of Business Licensure Requirements to Regulate Massage Facilities

February 17, 2026



State Law – Massage Licenses

- In 2022, the General Assembly enacted Section 30-15-401.4, C.R.S., which authorizes local governments to regulate massage facilities through issuing licenses and conducting background checks.
- The purpose of this statute is to deter and shut down illicit massage businesses engaged in sex and labor trafficking.
- Every operator, owner, and employee of a massage facility is now required to submit to a background check.
- In 2023, Douglas County exercised its authority under the statute to enact an ordinance establishing a massage facility licensing authority.

State Law – Recent Amendments

- In 2024, the General Assembly amended the statute to allow a municipality to enter into an IGA with the county in which it is located to have the county's ordinance apply to massage facilities operating within the municipality.
- In 2025, the General Assembly enacted Senate Bill 25-146 extending the deadline for operators, owners, and employees of massage facilities to submit to a background check to July 1, 2026.
- To ensure compliance with the statute, the County has invited the Town to enter into an IGA allowing the County to enforce its licensure requirements within Town boundaries.

IGA –Terms and Conditions

- The County will serve as the Licensing Authority for all massage businesses located within the Town.
- The Town will determine whether the business complies with its business licensing and zoning requirements under Town Code.
- The Licensing Authority will notify the Town of the approval or denial of any applications or renewals of massage licenses.
- The Licensing Authority will conduct all required background investigations of massage facility operators, owners, and employees.
- The Licensing Authority will submit complaints of a criminal nature related to the any licensed massage businesses located in the Town to CRPD.
- The Licensing Authority will collect and retain all fees and charges from issuing massage licenses and enforcing the ordinance.

Recommendation

- There are approximately 30 businesses operating within the Town that will be subject to County licensure requirements under the IGA.
- Information concerning the County licensure requirements will be sent to these businesses and posted on the Town's website.
- By entering into an IGA with the County, the Town will not incur the extra expense of establishing its own massage licensing authority and implementing the associated regulatory framework.
- Accordingly, the Town Revenue Manager and Town Attorney recommend that the Town Council approve the proposed IGA.

Proposed Motions

- I move to approve Resolution No. 2026-017 as introduced by title
- I move to approve Resolution No. 2026-017 as introduced by title, with the following conditions:

- I move to continue Resolution No. 2026-017 to the Town Council meeting on _____



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 17. **File #:** DIR 2026-004

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Lisa Anderson, Town Clerk

Discussion/Direction: Amending Chapter 5.04 of the Castle Rock Municipal Code Regarding Canvassers, Solicitors, and the Distribution of Flyers

Executive Summary

In 2008, the Town Council approved the No Knock program that established an application process for solicitors and restricted solicitors from contacting residents at homes that appear on the No Knock list, display a Town No Knock sticker, or a No Solicitor sign. The No Knock list is not required to restrict solicitors, it is merely an additional reference. Canvassers are not required to register but may do so for the purpose of reassuring Town residents of the canvasser's good faith.

Definition of Solicitor: person attempting to sell goods or services.

Definition of Canvasser: person requesting support or donations for non-profits (political, religious, charitable, etc.)

There are now over 11,300 homes on the No Knock list, adding over 1,000 new homes each year and updated daily. The accuracy of the No Knock list cannot be maintained, as when homeowners move away, their residence remains on the list. Solicitors generally just look for the sticker.

Below is a comparison of surrounding communities:

	<u>Population</u>	<u>Solicitor Registration</u>	<u>Ordinance for No Contact</u>	<u>No Knock List</u>	<u>Provide Sticker</u>
Castle Rock	87k	Yes	Yes	Yes*	Yes
Lone Tree	14k	Yes	Yes	Yes	No
Parker	72k	Yes	Yes	No	No
Unincorporated County	383k	Yes	No	No	No
Monument	12k	Yes	No	No	No
Castle Pines	11k	Yes	No	No	No

**Recommend eliminating*

Item #: 17. File #: DIR 2026-004

Staff recommends amending the Code to eliminate the No Knock list, make No Knock stickers printable or available for pick up, and inform residents of the new process through social media and existing newsletters.

Proposed Motion

“I move to Direct Staff to prepare an Ordinance amending the Code to remove the requirement for a No Knock list.”

Attachments

Attachment A: Picture of No Knock sticker and example of No Soliciting sticker



NO SOLICITORS

NO KNOCK CODE AMENDMENT

FEBRUARY 17, 2026 TOWN COUNCIL MEETING



BACKGROUND

- No Knock program created in 2008
- Solicitors are required to register with the Town
- Canvassers are not required to register
- Restricts Solicitors from contacting residents that:
 - *Appear on the No Knock list OR*
 - *Display a Town No Knock sticker OR*
 - *Display a No Soliciting Sign*

DEFINITIONS

Definition of Solicitor: person attempting to sell goods or services.

Definition of Canvasser: person requesting support or donations for non-profits (political, religious, charitable, etc.)

NO KNOCK LIST

- There are now over 11,300 homes on the No Knock list
- Over 1,000 new homes added each year
- Updated daily

Accuracy cannot be maintained when homeowners move away and it is updated daily. Solicitors generally just look for the sticker.

SURROUNDING COMMUNITIES

	<u>Population</u>	<u>Solicitor Registration</u>	<u>Ordinance for No Contact</u>	<u>No Knock List</u>	<u>Provide Sticker</u>
Castle Rock	87k	Yes	Yes	Yes*	Yes
Lone Tree	14k	Yes	Yes	Yes	No
Parker	72k	Yes	Yes	No	No
Unincorporated	383k	Yes	No	No	No
Monument	12k	Yes	No	No	No
Castle Pines	11k	Yes	No	No	No

**Recommend eliminating*

STAFF RECOMMENDATION

Staff recommends removing the requirement of the No Knock list:

- The list has over 11,000 addresses and cannot maintain accuracy
- Only one small community maintains a No Knock list
- Our Code restricts contact if a sign is displayed
- Displaying a No Knock or No Solicitor sign clearly identifies if a resident does not want to be contacted

PROPOSED MOTION

I move to Direct Staff to prepare an Ordinance to amend the Code to remove the requirement of the No Knock list.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 18. **File #:** EXEC 2026-003

To: Honorable Mayor and Members of Town Council

From: Michael J. Hyman, Town Attorney

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

EXECUTIVE SESSION MOTION

I move to go into executive session for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

ANNOUNCEMENT NO. 1

Announcement to be made by presiding officer at the beginning of the executive session (make sure the recorder is turned on; do not turn it off during the executive session unless so advised by the Town Attorney)

It is February 17, 2026 and the time is _____. For the record, I am the presiding officer, Mayor Jason Gray. As required by the Open Meetings Law, this executive session is being electronically recorded. At this time, I will ask the recording secretary to verify the recorder is operating.

(RECORDING SECRETARY VERIFICATION)

This is an executive session to receive legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to

Item #: 18. File #: EXEC 2026-003

negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

In addition to members of Town Council, the Town Manager, Town Attorney, and _____ are participating in the executive session.

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

Announcement to be made by the presiding officer before concluding the Executive Session
(While recorder is still on)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session held on February 17, 2026, for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

This recording has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

I will ask the Town Clerk to retain this recording for a 90-day period.

Mayor



Town of Castle Rock

Agenda Memorandum

Agenda Date: 2/17/2026

Item #: 19. **File #:** EXEC 2026-004

To: Honorable Mayor and Members of Town Council

From: Michael J. Hyman, Town Attorney

Executive Session Report: February 17, 2026

An Executive Session was held at the conclusion of the February 17, 2026 regular Town Council meeting. The purpose of the Executive Session was as follows:

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

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: 2/17/2026

Item #: 20. **File #:** DIR 2026-005

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Discussion/Direction: Town Response on Possible Relocation of Douglas County School District Headquarters Currently Located Within Castle Rock

Executive Summary

Town staff and members of the Castle Rock Economic Development Council to take Town Council direction on next steps regarding this issue.



February 17, 2026

Susan Meek
President
Douglas County School Board
620 Wilcox
Castle Rock, Colorado 80104

Erin Kane
Superintendent
Douglas County School District
620 Wilcox
Castle Rock, Colorado 80104

Dear President Meek and School Board Directors & Superintendent Kane:

This letter addresses the issue of the Douglas County School District's (DCSD) decades-long presence in Castle Rock and the historic headquarters building on Wilcox Street in our downtown. We understand from briefings and conversations with Superintendent Kane and her staff that serious consideration is being made to relocate DCSD headquarters and other DCSD staff outside of Castle Rock. On behalf of Town Council, along with our economic partners the Castle Rock Economic Development Council, the Castle Rock Chamber of Commerce, and the Castle Rock Downtown Alliance, we respectfully request that the Town and its partners be given the opportunity to review and respond to any financial requests that would allow for DCSD to continue to use the historic Wilcox building as District headquarters.

The School District and the Town of Castle Rock enjoy – and will continue to enjoy – an unprecedented partnership that invaluable serves the residents of Castle Rock and Douglas County. Historic investments in our joint School Resource Officers program, the successful transfer of the historic Cantril school building to a local community arts and culture facility, and collaboration in facilities serving youth athletics stand out as partnership examples. Initiatives such as the Tours for Teachers program with the Castle Rock Chamber, the Douglas County Career Fair, led by a partnership with Castle Rock EDC, and – of course – our magnificent collaboration with the Castle Rock Sturm Collaboration Campus demonstrate DCSD's commitment to ensuring students and educators are connected to real-world career pathways and community engagement. These efforts strengthen our local workforce pipeline and enhance economic development, while reinforcing Castle Rock as a community that values our schools and education at every level.

We recognize the significant cost challenges of the historic Wilcox building and the desire of the School District to be a strong steward of tax dollars for their facilities. Yet, simply turning off the lights on this decades-long presence in downtown Castle Rock and moving elsewhere can hopefully be avoided in the same spirit of partnership as our other endeavors and initiatives. Looking ahead, the Town of Castle Rock is eager to continue working side by side with DCSD to identify creative, collaborative solutions that support the district's long-term presence in Castle Rock. As the Douglas County seat, we believe it is both the Town's and District's best interest that we exhaust all possible options to ensure DSCD's long-term presence remains in our community. The Wilcox building is a true testament to our longstanding partnership and part of the unique charm and character of our Downtown.

What can the Town and its economic partners do – what financial gap needs outside assistance – to efficiently rehabilitate the Wilcox building so that the School District can maintain its historic presence in downtown Castle Rock?

Thank you in advance for your consideration and response.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Gray', written in a cursive style.

Jason Gray
Mayor