



TOWN OF CASTLE ROCK
UTILITIES INFRASTRUCTURE REIMBURSEMENT AGREEMENT
FOR SANITARY SEWER SERVICE CONNECTION
 (Fifth Street Sewer Project – Service Connection to 2746 Fifth Street – CRW)

THIS TOWN OF CASTLE ROCK UTILITIES INFRASTRUCTURE REIMBURSEMENT AGREEMENT FOR SANITARY SEWER SERVICE CONNECTION (the "Agreement") is made and entered into this 9 day of APRIL, 2025, by and between **ST. FRANCIS OF ASSISI CATHOLIC CHURCH**, 2746 5th Street, Castle Rock, Colorado 80104 ("St. Francis"), and the **TOWN OF CASTLE ROCK**, acting by and through the Town of Castle Rock Water Enterprise, 175 Kellogg Court, Castle Rock, Colorado 80109 (the "Town"). The Town and St. Francis are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS:

I. The Town is undertaking construction of a sanitary sewer infrastructure project known as the Fifth Street Sewer Project (the "Project"). Completion of the Project is contingent upon Town Council approval.

II. Each property owner requesting connection to the aforementioned utilities infrastructure on Fifth Street will be required to enter into reimbursement agreement(s) to assist with funding their service connection(s).

III. St. Francis is the owner of certain real property located at 2746 5th Street, Castle Rock, Colorado 80104 (the "Property"). The Property is in the vicinity of the Project, and St. Francis has requested a sanitary sewer service connection thereto.

IV. St. Francis desires to reimburse the Town for St. Francis' portion of the cost of the sanitary sewer infrastructure provided to connect to Castle Rock Water services, pursuant to the terms and conditions set forth in this Agreement. The initial estimated reimbursement amount (not including system development fees) is \$743,940.00.

V. The Project is approaching design completion, at which time it is anticipated that a Guaranteed Maximum Price ("GMP") will be established to identify the final construction cost. In the event the GMP alters the initial estimated reimbursement amount to be provided by St. Francis, the Agreement will be amended accordingly. Connection to the Town sanitary sewer system after installation of the sanitary sewer line shall be contingent upon St. Francis' payment to the Town of the final reimbursement amount, as determined by the Town based upon the GMP.

VI. Contingent upon Town Council approval of the Project and this Agreement, the Town shall provide St. Francis with a sanitary sewer service connection to the Town system and St. Francis shall reimburse the Town for said connection pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and conditions contained in this Agreement, the Parties agree as follows:

TERMS:

1. **Sanitary Sewer Connection.**



a. Contingent upon Town Council approval of the Project and this Agreement, the Town will install a sanitary sewer main located within Fifth Street, and St. Francis will be required to install a sanitary sewer service connection from its building on the Property to the sanitary sewer main located within Fifth Street (the "Sewer Connection"). Such extension shall be undertaken in accordance with Chapter 13.08 of the Castle Rock Municipal Code and all applicable Castle Rock Criteria and regulations. This Agreement shall not alter or relieve any of St. Francis' responsibilities and obligations under any applicable development agreement(s) and or under the Castle Rock Municipal Code applicable to sanitary sewer service connections, including but not limited to regarding permits and or clearances, connection fees, and maintenance and or service charges. St. Francis' responsibility under this Agreement includes, but is not limited to, obtaining and or providing all required easements, if any, and permits for connecting to Town's sanitary sewer system, including any permits required by Douglas County. To the extent practical, the sanitary sewer main extension and the sanitary sewer service connection shall be placed in existing easements owned by the Town without charge to St. Francis for use of the easements.

b. St. Francis shall not be permitted to utilize the Sewer Connection until payment of the Reimbursement Amount has been made by St. Francis to the Town in accordance with Section 2 of this Agreement, and the Property has either been annexed into the Town or, in the event the Property is not annexed into the Town, until St. Francis has entered into an approved extraterritorial sanitary sewer service agreement with the Town.

c. Establishment of Sanitary Sewer Service; Property Annexed into Town. St. Francis will move forward with an annexation application and work in good faith to annex the Property into the Town as part of this Agreement. St. Francis shall be responsible for all costs associated with such annexation, including fees and survey costs, and shall initiate the required procedure for annexation prior to the completion of the Sewer Connection. St. Francis agrees to execute any additional documents and take any additional action that is necessary to complete the annexation process in a time-efficient manner to annex the Property into the Town.

d. Establishment of Sanitary Sewer Service; Property Not Annexed into Town. Should the Property not be annexed into the Town prior to or after the completion of the Sewer Connection, St. Francis shall be required to sign an extraterritorial sanitary sewer service agreement in substantially the same form as the example attached hereto as *Exhibit 1* prior to utilization of the Sewer Connection. Castle Rock Water shall ensure that Town Council's approval of the extraterritorial sanitary sewer service agreement is scheduled to take place at the earliest opportunity following St. Francis' execution of the extraterritorial sanitary sewer service agreement. In the event Town Council approves the extraterritorial sanitary sewer service agreement to the Property, St. Francis shall be permitted to utilize the Sewer Connection upon execution by both Parties of the extraterritorial sanitary sewer service agreement, payment of the Reimbursement Amount to the Town, and the fulfillment of any other requirements set forth in this Agreement and the extraterritorial sanitary sewer service agreement.

e. Should the prerequisites be met for St. Francis to utilize the Sewer Connection, the following shall apply:

- i. St. Francis shall take all steps necessary to expediently acquire all permits and permissions required under the Town Code for connection to the Town sewer system.
- ii. St. Francis shall pay any applicable system development fees, tap fees, sewer service connection fees, and or other fees required by the Castle Rock Municipal Code, development agreement, and or annexation process for connection to the Town's sewer system.



iii. Town will take ownership of all of the sewer effluent once it enters the sewer system.

2. **Reimbursement.** Prior to connecting to the Town sanitary sewer system, St. Francis shall reimburse the Town for the cost of the sanitary sewer infrastructure provided to connect St. Francis to the Town system. The initial estimated reimbursement amount to be provided by St. Francis to the Town for the sanitary sewer infrastructure is \$743,940.00. The Project is approaching design completion, at which time it is anticipated that a GMP will be established to identify the final construction cost. The final reimbursement amount to be provided by St. Francis to the Town shall be determined by the Town based upon the GMP and all costs and expenses associated with the sanitary sewer main extension and the sanitary sewer service connection, including, but not limited to those associated with: obtaining all easements determined to be needed by the Town in connection with the provision of said sanitary sewer service infrastructure, if any; land use approvals; permits, including Town's permit and review fees; planning; designing; financing; materials; and installation and labor ("Reimbursement Amount"). The Reimbursement Amount does not include, and St. Francis shall be required to pay in addition to the Reimbursement Amount, any Town fees, including system development fees, and other applicable fees required by the Castle Rock Municipal Code, development agreement, and or in connection with the annexation process.

In the event the Reimbursement Amount differs from the initial estimated reimbursement amount of \$743,940.00, the Parties shall execute a written amendment to this Agreement to reflect the Reimbursement Amount in a time-efficient manner. Failure to amend this Agreement under such circumstances shall not relieve or waive St. Francis' responsibility under this Agreement for full payment of the Reimbursement Amount to the Town prior to connecting to the Town sanitary sewer system.

St. Francis understands and agrees that installation of the sanitary sewer service line shall not include connection to the Town system at the time of completion of installation. Connection to the Town system after installation of the sanitary sewer service line shall be contingent upon St. Francis' payment to the Town of the Reimbursement Amount, in addition to the satisfaction of any other prerequisite requirements under this Agreement for connection. Payment of the Reimbursement Amount is due to the Town in full at the time of connection to the Town sanitary sewer system, unless the Parties execute a written amendment to this Agreement agreeing to a payment plan at or prior to that time. For the purpose of clarity, St. Francis understands that payment of system development fees is also due to the Town at the time of connection to the Town sanitary system.

In the event property owners in addition to St. Francis, Cornerstone Presbyterian Church of Castle Rock, and Bryan and Carolyn Degarmo decide to connect to the subject sewer infrastructure in the future, the Parties may execute an amendment to this Agreement for reimbursement to St. Francis as determined by the Town to be appropriate, taking into consideration the portion of the sewer that will be used by the additional property owner.

3. **Termination.** Completion of the Project is contingent upon Town Council approval. If the Town is unable to undertake or complete the Project or to otherwise perform under this Agreement for any reason, then this Agreement shall terminate without penalty or recourse against either Party. In the event termination occurs prior to connection of the sanitary sewer service line to the Town system and after the Town has already received part or all of the Reimbursement Amount from St. Francis, the amount of the Reimbursement Amount received by the Town shall be refunded to St. Francis, minus any expenses incurred by the Town up to and including the date of termination in



connection with St. Francis' request for a sanitary sewer service connection, as determined by the Town.

4. **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, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; such substitutions, however, will not become effective until actual receipt of written notification. Notice provided by certified mail shall be deemed given when deposited in the United States mail.

If to Town: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

With a copy To: Town Attorney's Office
100 N. Wilcox St.
Castle Rock, CO 80104

If to St. Francis: St. Francis of Assisi Catholic Church
2746 5th Street
Castle Rock, Colorado 80104

5. **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 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.
6. **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.
7. **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 thirty (30) 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.
8. **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.
9. **No Partnership or Third-Party Beneficiaries.** No relationship of partnership or joint venture between St. Francis and the Town is created by this Agreement. 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 St. Francis, 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 St. Francis receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



10. **Assignment.** This Agreement shall not be assigned by St. Francis without the written consent of the Town. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
11. **Headings for Convenience.** The headings in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
12. **Additional Documents or Action.** The Parties agree to execute any additional documents and to take any additional action that is necessary to carry out the intent of this Agreement.
13. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and St. Francis and bind their respective entities. This Agreement is executed and made effective as provided above.
14. **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 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.
15. **Venue and Choice of Law.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, and fiscal rules of the Town.
16. **Entire Agreement.** 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 both 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.

[SIGNATURE BLOCK TO FOLLOW]



IN WITNESS WHEREOF, this Agreement is effective as of the date executed by both Parties.

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

Mark Marlowe, Director of Castle Rock Water

ST. FRANCIS OF ASSISI CATHOLIC CHURCH:

By:

(Signature)

FR. MARK ZACKER

(Print Name)

Its:

PASTOR

(Title)