Town Council
Agenda - Final

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

Tuesday, June 2, 2026 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. on June 2, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION

6:05 pm CALL TO ORDER / ROLL CALL

- PLEDGE OF ALLEGIANCE

- COUNCIL COMMENTS

- 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

1. ID 2026-065 **Update: Calendar Reminders**
2. ID 2026-066 **Update: Preliminary Year End Financial Review, Period Ending December 31, 2025**
3. ID 2026-067 **Update: Residential Unit Data (through March 31, 2026) with Potential Buildout Estimates**
4. ID 2026-068 **Development Services Project Updates**
5. ID 2026-069 **Update: Quasi-Judicial Projects**

- TOWN ATTORNEY'S REPORT

- ACCEPTANCE OF AGENDA

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

- CONSENT CALENDAR

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

6. ORD 2026-018 **Ordinance Amending Section 13.15.080 of the Castle Rock Municipal Code Prohibiting Common Interest Communities from Enforcing Watering Requirements for Landscaping During Drought Conditions (Second Reading - Approved on First Reading on May 19, 2026, by a vote 7-0)** *[Castle Rock Water Service Area]*

7. RES 2026-062 **Resolution Approving On-Call Services Agreements with CMH Concrete Pumping Inc., KRM Concrete LLC, and Sabell's Civil and Landscape LLC, for the Minor Miscellaneous Pavement and Sidewalk Repair Program**

8. RES 2026-063 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an Equipment and Services Acquisition Agreement with LLJMWT LLC d/b/a L.L. Johnson Distributing Company, Inc. for Red Hawk Ridge Golf Course Equipment**

9. RES 2026-064 **Resolution Approving the 2026 Water Lease Agreement Between the Town of Castle Rock and Riverview Farms**

10. RES 2026-065 **Resolution Approving the 2026 Water Lease Agreement Between the Town of Castle Rock and Sublette, Inc.** *[Morgan County, Colorado]*

11. RES 2026-066 **Resolution Approving the Third Amendment to the Services Agreement Between the Town of Castle Rock and Burns & McDonnell Engineering Company, Inc. for the Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects** *[Ray Waterman Regional Water Treatment Center; various locations throughout Castle Rock, CO]*

12. MIN 2026-016 **Minutes: May 19, 2026 Town Council Meeting**

- ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

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

13. ORD 2026-017 **Ordinance Amending Various Provisions of Title 15, Articles 1 and 2, of the Castle Rock Municipal Code; Adopting by Reference as Primary Codes the 2024 International Building Code, 2024 International Residential Code, 2024 International Mechanical Code, 2024 International Plumbing Code, 2026 National Electric Code, 2021 International Energy Conservation Code, 2023 Colorado Model Electric-Ready and Solar-Ready Code, 2024 International Fuel Gas Code, 2024 International Fire Code, 2024 International Existing Building Code, 2024 International Swimming Pool and Spa Code, 2022 Safety Code for Elevators and Escalators, 2020 Safety Standard for Platform Lifts and Stairway Chairlifts, 2023 Safety Code for Existing Elevators and Escalators, 2021 Automated People Mover Standards and 2017 Accessible and Useable Buildings and Facilities Standards, each with Amendments thereto; and Providing for the Emergency Adoption of this Ordinance on Second and Final Reading (Second Reading - Approved on First Reading on May 5, 2026, by a vote 7-0)**

14. DIR 2026-016 **Discussion/Direction of Applications for the 2026-2027 Art and Culture Grant Program**

15. ORD 2026-019 **Ordinance Repealing and Reenacting Chapter 2.01 of the Castle Rock Municipal Code Regarding the Conduct of Town Elections (First Reading)**

16. RES 2026-067 **Resolution Approving the First Amendment to the Amended and Restated Property Lease Agreement Between the Town of Castle Rock and Cellco Partnership d/b/a Verizon Wireless for a Communication Tower** (50-year lease with one-time payment to Town) *[1582 Reservoir Road]*

17. RES 2026-068 **Resolution Approving Funding the Execution of Water Provider Agreement Amendment No. 7 Between the Town of Castle Rock and the Colorado Water Conservation Board for the Purchase of Additional Storage Space in the Chatfield Storage Reallocation Project** *[Chatfield Reservoir in Douglas and Jefferson Counties]*

18. RES 2026-069 **Resolution Approving a Professional Services Agreement with Dewberry Engineers Inc. for the Young American Infrastructure Improvements Project** *[Young American neighborhood north of South Street, west of Valley Drive and east of Gilbert Street]*

19. RES 2026-070 **Resolution Approving a Purchase & Sale Agreement between the Town of Castle Rock and Ice Tong Land & Cattle Co. LLC for the Sedalia Force Main and Lift Station to Plum Creek Water Reclamation Authority**

20. ORD 2026-020 **Ordinance Amending Ordinance No. 2026-013 Authorizing the Exercise of the Town's Powers of Eminent Domain to Acquire Certain Real Property Interests Necessary for the Highway 85 Wastewater Collection and Treatment System Project and Providing for its Emergency Adoption on First and Final Reading**
[Located in Sedalia, CO]

- 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: 6/2/2026

Item #: TM Report **File #:** ID 2026-065

To: **Honorable Mayor and Members of Town Council**

From: **David L. Corliss, Town Manager**

Update: Calendar Reminders

Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

TOWN MANAGER'S REPORT

DAVID L. CORLISS, TOWN MANAGER
JUNE 2, 2026

CALENDAR REMINDERS

9 JUN	**Open House: Town Budget 2027** Cantril School, 312 Cantril St.
16 JUN	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
19 JUN	**Juneteenth Holiday – Town Offices Closed** MAC, Recreation Center and Cantril School normal hours
22-25 JUN	**Colorado Municipal League 104th Annual Conference** 10600 Westminster Blvd., Westminster
24 JUN	**America 250/Colorado 150 Mural Dedication - Rio at the Rock, 12:30-2 p.m.** 403 Perry St. (formerly known as Reyn Rock Apartments)
3 JUL	**Independence Day Holiday Observed – Town Offices Closed** MAC, Recreation Center and Cantril School normal hours; Closed on Sat July 4th
7 JUL	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
8 JUL	**Lost Canyon Ranch Open Space Opening Dedication, 5-7:30 p.m.** (by invitation) 6581 Lost Canyon Ranch Road
21 JUL	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers

COMMUNITY ENGAGEMENT EVENTS

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

HIGHLIGHTS from CRgov.com/**Events**

3 JUNE	Free Summer Trolley, 6 p.m. to 8 p.m. Downtown Castle Rock - Starting at Encore Parking Garage Entrance on South Street between Wilcox and Perry streets
3 JUNE	Jazz in the Park, 6:30 p.m. to 8 p.m. Festival Park, 300 Second St.
5 JUNE	First Fridays Family 5K & Concert: Mallrats, 5:30 p.m. to 9 p.m. Festival Park, 300 Second St.
6 JUNE	National Trails Day Guided Hikes, 8:30 a.m. to 11:30 a.m. Gateway Mesa Open Space, 4678 E. Highway 86
7 JUNE	Sunday Morning Yoga in the Park, 8:30 a.m. to 9:30 a.m. Amphitheater at Phillip S. Miller Park, 1375 W. Plum Creek Parkway

NEIGHBORHOOD MEETINGS

4 JUN	**QuikTrip @ Philip S. Miller Activity Center, 6 p.m. (1st Meeting)** Proposing a fueling station with convenience store and car wash on the property located at 407 S. Wilcox St. The project is subject to the Downtown Overlay District regulations.
9 JUN	**Crystal Valley Ranch, Filing 14, Block 2, Lot 1, SDP @ TBD, 6 p.m. (3rd Meeting)** Proposing 112 single-family detached homes on 22-acres. The total open space and public land dedication is 4.6 acres.
15 JUN	**Town-Owned Parcels, Annexation & Zoning @ Town Hall Council Chambers, 6 p.m. (1st Meeting)** The Town proposes to annex and zone several parcels of land that are owned by the Town. This is part of a larger effort to incorporate eligible Town-owned properties.
17 JUN	**Meadows Verizon Cell Tower @ TBD, 6 p.m. (1st Meeting)** Verizon is proposing 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.
22 JUN	***Dawson Trails, Planning Area E2, SDP @ TBD, 6 p.m. (3rd Meeting)** Proposing 100 townhome units on 8.4 acres. Approximately 3 acres will be landscaped common area. Parking exceeds the Town requirements.
23 JUN	***Wellspring Community Annexation & Zoning @ TBD, 6 p.m. (3rd Meeting)** Wellspring Community is proposing to annex a 2.7-acre parcel. The proposed PD zoning would allow a maximum of 36 multifamily units (townhomes/apartments), with half the units designed and reserved for IDD lessees.
29 JUN	***Dawson Trails Multifamily Development @ Coff33, 6 p.m. (2nd Meeting)** Proposing 324 apartment units, configured in six, four-story buildings. The property is in Dawson Trails Planning Area D.

*tentative

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 2. **File #:** ID 2026-066

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Trish Muller, CPA, Finance Director

Update: Preliminary Year End Financial Review, Period Ending December 31, 2025

Executive Summary

The following discussion and financial information reflects the positive financial condition of the Town and highlights the continued focus on strategic priorities established by Town Council. Financial reporting for the Town takes a team effort between Finance, Department Heads, and staff. Reporting helps to keep departments apprised of potential revenue shortages that could trigger budget adjustments.

As demonstrated by the following information, departments continue effective and responsible management of the Town's finances while working towards accomplishing community priorities. The preliminary year-end review indicates that the Town's overall financial position remains positive, with all funds projected to remain on track as the fiscal year concludes.

Some highlights contained in this report include:

- Gross sales tax revenue was up 15.5 percent through December compared to 2024
- General Fund expenditures are 15 percent under budget for 2025 largely due to the timing of projects such as trail improvements, vacancy savings, and the timing of other projects
- Capital expenditures make up 61 percent, or $405.5 million, of the amended 2025 budget for the Town; through 2025 year-end $128.3 million has been expended
- Capital projects were evaluated and funding for ongoing projects have been carried forward into 2026. Carryforward amounts have been determined and were accounted for during the Capital Carryforward Budget Amendment in 2026
- Development activity for single family homes has slowed as compared to 2024 and ended the year below the forecasted budget; however, multi-family permits ended the year above the forecasted budget at 298

The financial information in this report includes:

- Highlights of year end revenue and expenditures including financial summaries by major

category for each Town fund
- The financial information presented is preliminary and the presented numbers could change
- Status updates related to community priorities
- Discussion and financial summaries by major category for each fund

Proposed Motion

This memo is intended for discussion purposes only.

Attachments

Attachment A: 2025 Year End Financial Reports
- Schedule AA - Townwide Summary
- Schedule A - General Fund
- Schedule B - Development Services Fund
- Schedule C - Water Fund
- Schedule D - Water Resources Fund
- Schedule E - Stormwater Fund
- Schedule F - Wastewater Fund
- Schedule G - Transportation Fund
- Schedule H - Transportation Capital Fund
- Schedule I - Fleet Services Fund
- Schedule J - Fire Capital Fund
- Schedule K - Police Capital Fund
- Schedule L - Police Forfeiture Fund
- Schedule M - Parks and Recreation Capital Fund
- Schedule N - Conservation Trust Fund
- Schedule O - Lodging Tax Fund
- Schedule P - Community Center Fund
- Schedule Q - Golf Course Fund
- Schedule R - Economic Development Fund
- Schedule S - Downtown Development TIF Fund
- Schedule T - Philip S. Miller Trust Fund
- Schedule U - Public Art Fund
- Schedule V - Municipal Facilities Capital Fund
- Schedule W - General Long Term Planning Fund
- Schedule X - Employee Benefits Fund
- Schedule Y - Parking Fund
- Schedule Z - Tabor Fund
- Schedule ZZ - Public Safety Fund

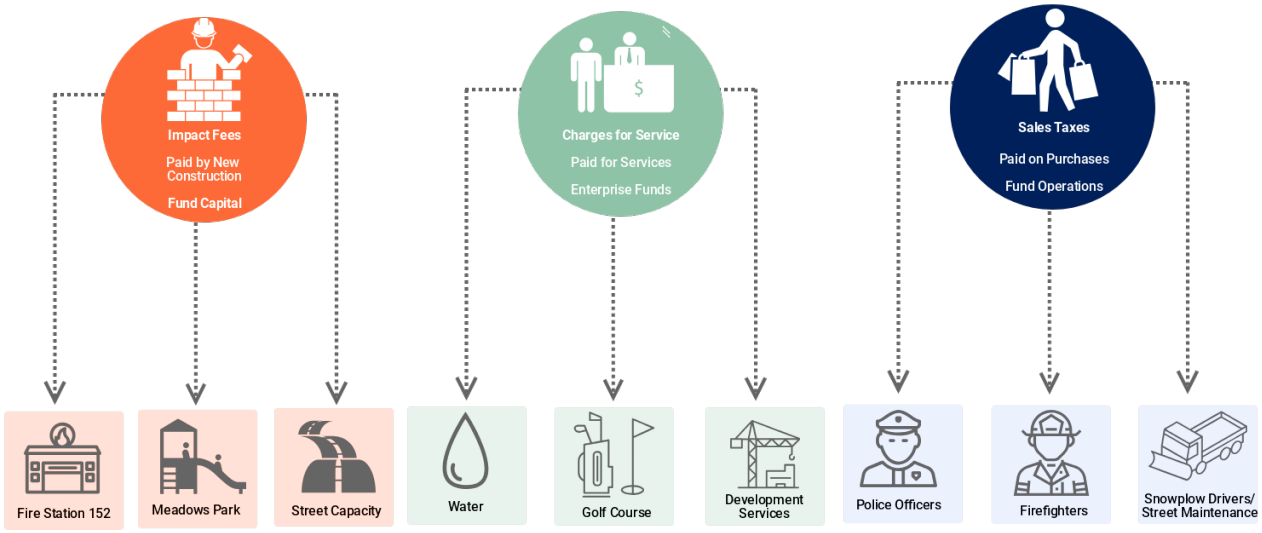
Attachment B: Sales Tax Collections by Category and Geographical Area
Attachment C: Investment Summary

Financial Reporting

Town of Castle Rock financial management and reporting involves numerous complexities and requires Townwide effort of departments and staff. This 2025 Preliminary Year-End Financial Review includes revenue, expenditure, fund balance, and reserve information by fund as well as on a Townwide perspective. The Town's budget includes 27 different funds with a variety of revenue sources, of which, several have restrictions for how the funds can be spent. The Town's revenue sources, and their respective uses, are represented below for reference.

Review of the Town's finance structure:

For a review of the Town's Finance Structure- watch this video



* The Community Center Fund, which supports the Rec Center and MAC, receives both charges for service and sales tax revenue

The following pages provide a summary of the Town's financial performance through the fourth quarter of 2025 and detailed financial schedules in Attachment A, Sales Tax collections by category and geographic area in Attachment B, and the Town's investment summary in Attachment C.

What sources generate funds?	•Sales tax overview •Townwide revenue summary
How is the Town focusing resources on priorities?	•Ensuring our Water Future •Enhancing our Transportation •Ensuring our Public Safety •Maintaining strong Parks and Recreation
How is the Town growing?	•Development related revenue •Development services department overview
How does the Town manage finances conservatively?	•Active Financial Monitoring •Future Planning •TABOR •Transparency

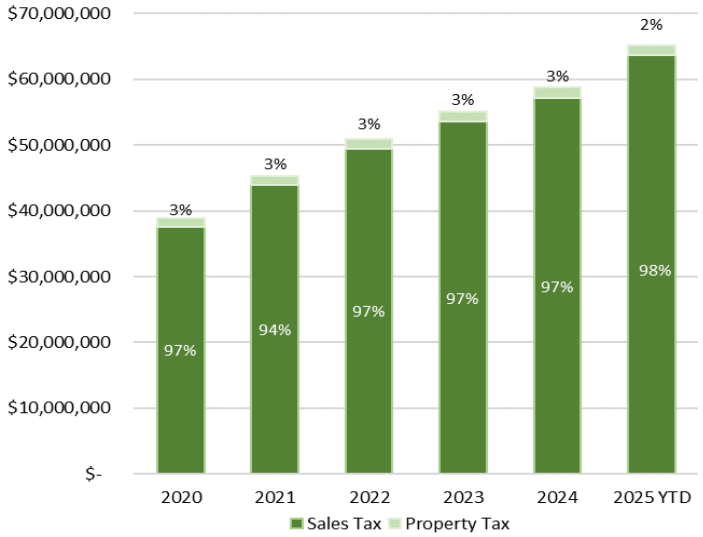
What sources generate funds?

Sales and property tax

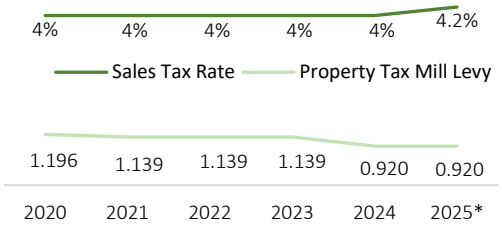
- Town collected sales tax reported from licensed businesses through December 31, 2025 was 15.5 percent greater than 2024, this increase includes the .2% public safety sales tax as approved by voters. Information related to historical, geographical, and industry sales tax collections can be found in Attachment B
- The top three geographic areas for sales tax were Out of State, Milestone/Metzler, and Promenade making up about 46 percent of sales tax collections
- The top three industries for sales tax remittance for the fourth quarter of 2025 includes miscellaneous retail, food and general merchandise, and restaurants and bars, making up approximately 62 percent of sales tax collections
- There were 8,964 active business licenses as of December 31, 2025, 27 percent of which are located in Castle Rock
- Property tax collections for 2025 reflect a mill levy assessment of 0.920

Detailed financial information, including the Town's various revenue sources, can be found in the schedules in Attachment A.

General Fund Sales vs. Property Tax Collections Period Ending December 31, 2025



Sales Tax and Property Tax Rate 2020 through 2025

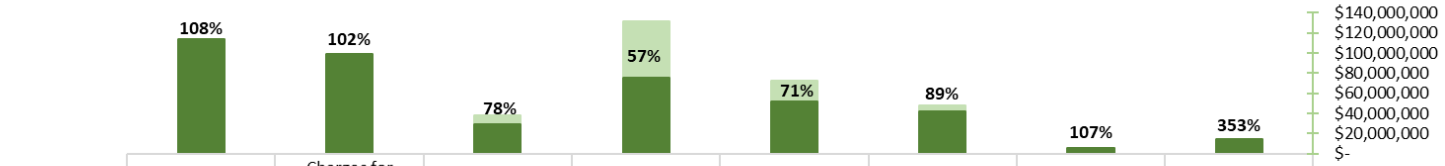


*Beginning in 2025 the voters approved an increase to the sales and use tax rate of 0.2% which is set aside for public safety expenditures

Townwide Revenue

Tax revenue including sales, property, use, motor vehicle, and other taxes, make up about 21 percent of the Townwide 2025 revenue budget, with Town collected sales tax making up 79 percent of the total tax revenue budget. However, there are several other revenue sources, such as water fees, that support Town services. Through the fourth quarter of 2025, Townwide revenues are about 14 percent under budget, which is mainly attributable to planned debt issuances for Castle Rock Water and revenue related to the Crystal Valley Interchange project.

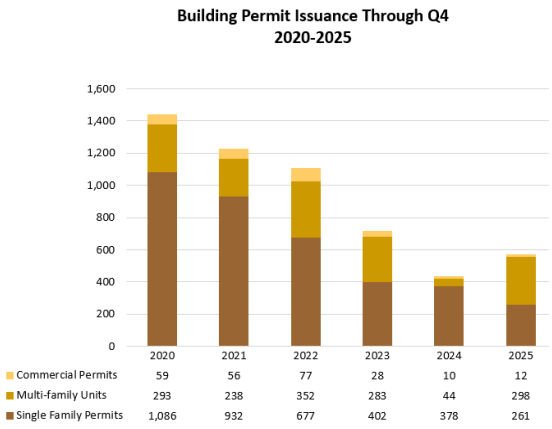
2025 Townwide Revenue By Category



	Taxes, Tax Increment Financing	Charges for Service, Management & Franchise Fees	Impact & System Development Fees	Debt & Financing Revenue	Contributions & Donations, Other	Intergovt Revenue, Interfund loans, Transfers	Licenses, fines & forfeitures	Investment Earnings
2025 Budget	$105,218,144	$97,020,185	$38,148,625	$132,012,930	$72,536,782	$47,794,965	$5,244,239	$4,105,034
YTD Actual	$113,870,051	$99,296,275	$29,598,855	$75,876,884	$51,496,626	$42,317,392	$5,635,458	$14,506,478

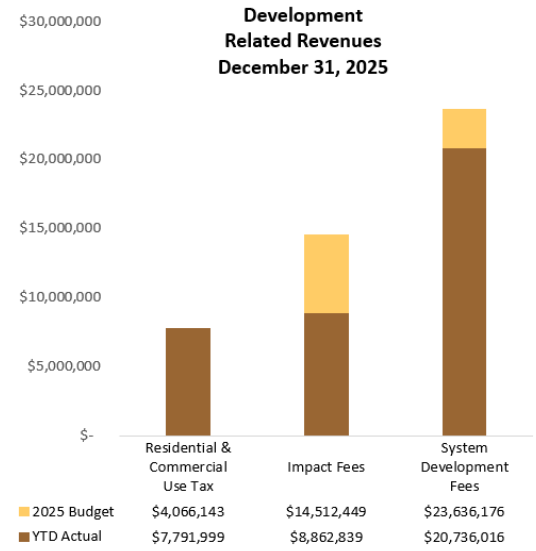
How is the Town Growing?

Revenues earned from development in Castle Rock are generally used to help fund growth related projects across the Town. The 2025 Budget for development-related revenue was based on 400 single family permits, 110 multi-family units, and 180,000 sq ft of commercial projects. The expected number of single family, multi-family, commercial, and other development permits issued determine budget amounts for growth related revenues such as impact fees, system development fees, building use tax and (water) tap fees. Actual development revenue received by fund varies based the number and type of permits issued and the size, type, value, and water need of the specific project. Through the fourth quarter of 2025, the Town has issued 261 single family permits, 298 multi-family permits, and 12 commercial projects permits.



Building use tax is levied at 4.2 percent on materials used in construction. The 4 percent general allocation of residential use tax is received into the Transportation, Transportation Capital, General Long-Term Planning, and Community Center Funds while commercial use tax is received into the Economic Development Fund. The .2 percent allocation of sales tax is received into the Public Safety Fund and set aside for public safety expenditures.

Impact fees and system development fees are charged as part of the building permit process and fund needs related to growth including Municipal Facilities, Parks and Recreation, Fire, Police, Transportation, and Castle Rock Water. As of December 31, 2025 single family permits ended the year under budget, however, multi-family permits finished the year above budget.



Actual development related revenue received varies based on type, size, valuation, tap size, and other factors. This chart displays the actual revenue received in 2025 for these fees. Impact fees and system development fees ended the year under budget due to lower than estimated licenses and permits, however, use tax came in above budget due to the higher than anticipated valuation of the residential and commercial permits. These fees and taxes are one-time revenues for capital expenditures as they do not support reoccurring expenses.

The Development Services Department oversees development in Castle Rock. The Development Services Department is partially funded by the General Fund, which finished 2025 at 20 percent below budget. The Development Services Enterprise Fund's revenue ended the year 35 percent over budget and the Development Services Fund expenditures are 20 percent under budget, which is due to savings in vacant positions within the department, services & other, and supplies.

To see more detailed financial information about Development Services, please see Schedules A and B in Attachment A.

How did the Town focus resources on priorities in 2025?

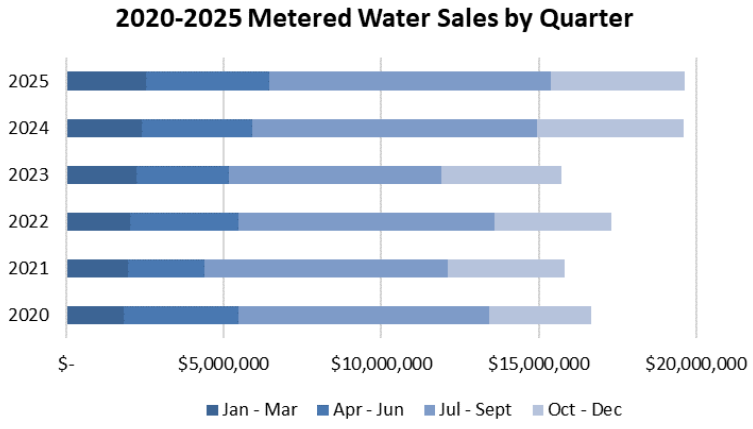
Ensuring our water future

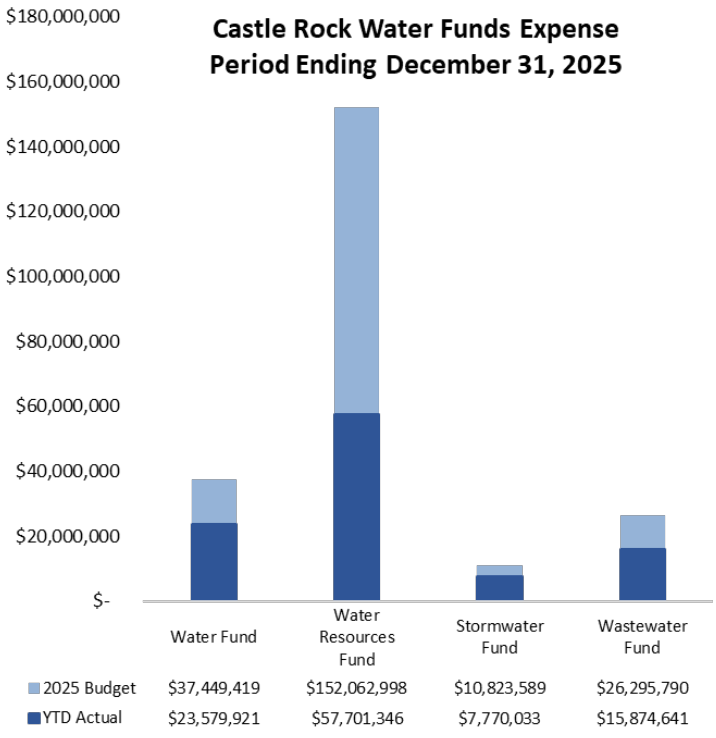
Castle Rock Water is comprised of four enterprise funds – Water, Water Resources, Stormwater, and Wastewater. Existing and new users support these funds. Revenues in these funds are seasonal and highly variable based on temperature and precipitation throughout the year. Expenditures in these funds include operational costs and significant capital projects to accommodate infrastructure maintenance and needs in our growing community. Capital expenditures make up 74 percent of the total Castle Rock Water annual expenditure budget.

Through December 31, 2025, total revenues for Castle Rock Water Funds combined are 41 percent under budget which can be mainly attributed timing of bond disbursements. If the debt and financing revenue were excluded Castle Rock Water revenue would come in about 5 percent under budget. Total expenses in the four Castle Rock Water Funds are 54 percent under budget for 2025, mainly due to timing of multiple water capital projects, listed below. Capital projects often take multiple years to complete due to timing of the project or the size and scope of the project.

Significant 2025 Castle Rock Water projects include:

- Plum Creek to Rueter-Hess Pipeline work
- Continued WISE infrastructure design and construction
- Platte Valley Water rights acquisition
- Construction of Castle Rock Reservoir expansion
- Reconstruction of Diversion & Stream Stabilization – East Plum Creek
- Design of the Sedalia Lift Station and Force – Main Hwy 85
- Design of the Front Street to Downtown Waterline





To see more detailed financial information about Castle Rock Water, please see Schedules C-F in Attachment A.

Enhancing our transportation

The Public Works Department manages Castle Rock transportation infrastructure, with budgeted expenditures in the Transportation (general operational costs) and Transportation Capital funds (one-time growth-related projects). The Transportation Fund supplements the capital fund to support the construction of growth-related projects when appropriate and funds are available. Transportation expenditures tend to be seasonal, related to construction seasons for both maintenance and new construction.

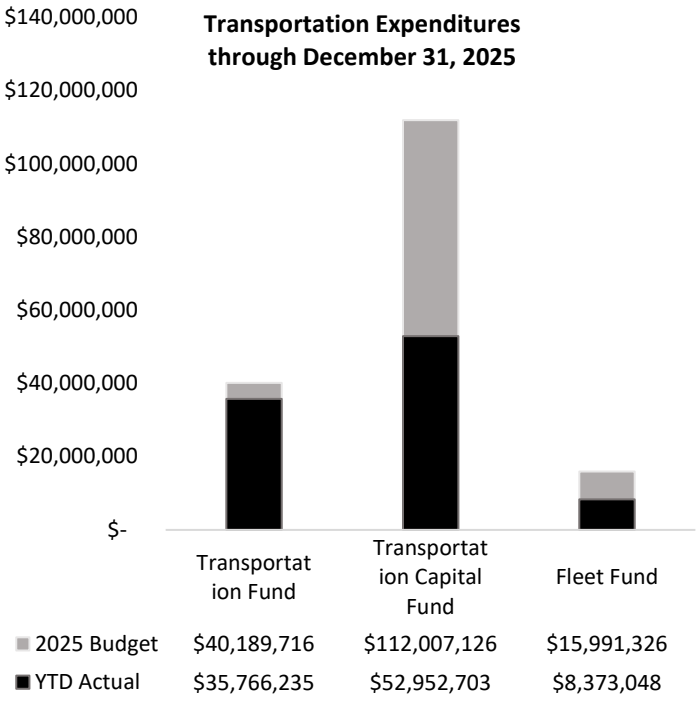
Total expenditures through the fourth quarter of 2025 in the Transportation Fund were 11 percent under budget, this is due mainly to the seasonality of projects such as the Traffic Signal Program and the Pavement Maintenance Program . The Transportation Capital Fund expenditure are approximately 53 percent under the budget, this is mainly due to the timing of capital projects listed below.

Significant ongoing projects include:

- Crystal Valley interchange
- 5th street widening
- Wolfensberger Widening
- Improvements at Highway 86 and 5th Street
- Crowfoot Valley Rd Widening

Transportation Fund revenues include sales tax, Highway User Tax, residential use tax, and other resources. Total Transportation Fund revenues through the fourth quarter are 10 percent over budget while the Transportation Capital Fund revenues are 24 percent under budget due to lower than anticipated impact fee revenue, and revenue associated with Crystal Valley Interchange. (*See schedules G and H in Attachment A for more detailed financial information for transportation.)*

The Parking Fund was created in 2020 to fulfill the Town's obligation to fund 308 public parking spaces within the Encore parking garage and other future town parking projects. This fund is overseen by the Finance Department. *See schedules Y in Attachment A for more detailed financial information.*



Did you know…

The Public Works Department also manages the Town's Fleet Fund. This internal service fund maintains 614 vehicles and pieces of equipment. Annually staff evaluates and monitors vehicles to determine optimal replacement schedules. Through the fourth quarter of 2025, 17 new vehicles and 21 replacement vehicles were purchased and placed into service. Funds are accumulated from user departments over time to pay for vehicle replacements while capital funds are typically used for the initial purchase of a new vehicle. Fleet Fund expenditures are 48 percent under budget which is due to the timing of new and replacement vehicle purchases. Revenue in the Fleet Fund came in about 12 percent under budget.

To see more detailed information about the Fleet Fund, see Schedule I of Attachment A.

Ensuring our Public Safety

The Police and Fire departments operate within the General Fund while growth-related Police and Fire capital expenses are included in the Police and Fire Capital Funds. Replacement items for public safety are expensed out of the General Long Term Planning Fund (GLTP), and the TABOR Fund will provide funding for future public safety projects. The Police and Fire departments also benefit from the Public Safety Fund which was established in the 2024 election to account for the additional .2 percent Sales and Use Tax to be used exclusively for public safety expenditures. Charts on this page represent public safety operations within the General Fund based on 2025 financial information.

Public safety highlights

The Fire Department items within the 2025 Budget include:

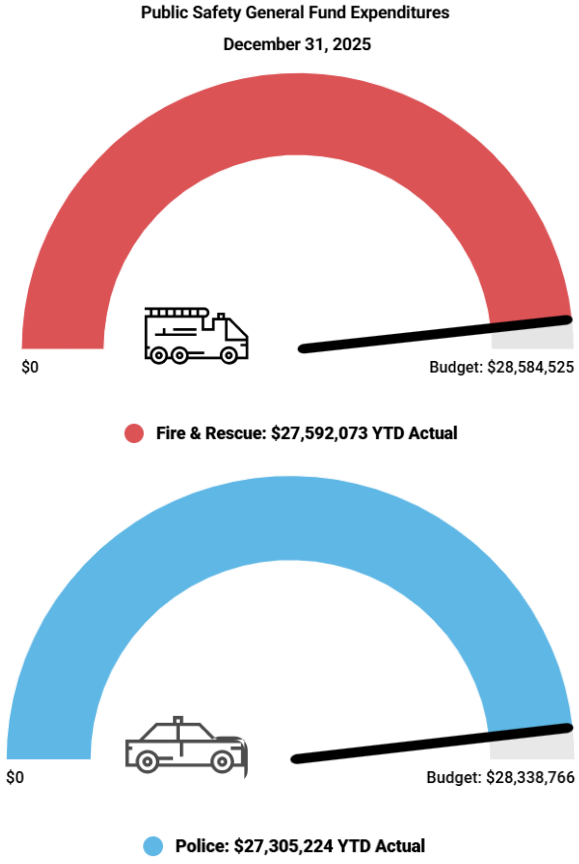
- The design and partial funding of construction costs of Fire Station 156 in the Fire Capital Fund.

General Fund Fire and Rescue expenditures are 4 percent under budget.

Castle Rock Police Department 2025 Budget includes funding for:

- Radios for the department funded through a transfer from General fund into the General Long Term Planning fund.

General Fund operating expenditures for the Police Department are 4 percent under the 2025 budget.



Capital funds

Capital expenditures related to growth for public safety are funded through the Fire Capital and Police Capital Funds using impact fee revenue received from new development in Castle Rock. Expenses in Fire Capital are 91 percent under the 2025 budget. This is primarily due to timing of the design and construction of the new Fire Station. Expenses in the Police Capital Fund are 33 percent under the 2025 budget due to the timing of vehicle purchases.

Learn more about public safety financial performance, and view the detailed financial schedules as of December 31st, 2025 in Attachment A – Schedules A, J, K, L and ZZ.

Fire Station 155

Castle Rock Police Department

Maintaining strong parks and recreation

Castle Rock Parks and Recreation oversees Town open space, developed parks, Red Hawk Ridge Golf Course, the Miller Activity Complex (MAC), Recreation Center, outdoor pools, and special events. Budgets for these areas are included in multiple funds discussed below. Various revenues including sales tax, user fees, statewide lottery distributions, Douglas County shareback funds and grants, as available and awarded, support Parks and Recreation.

Parks operations

The General Fund includes ongoing parks maintenance and operations. Parks General Fund through the fourth quarter is 53 percent under the YTD budget, this is mainly due to the timing of trail improvements

Parks Projects

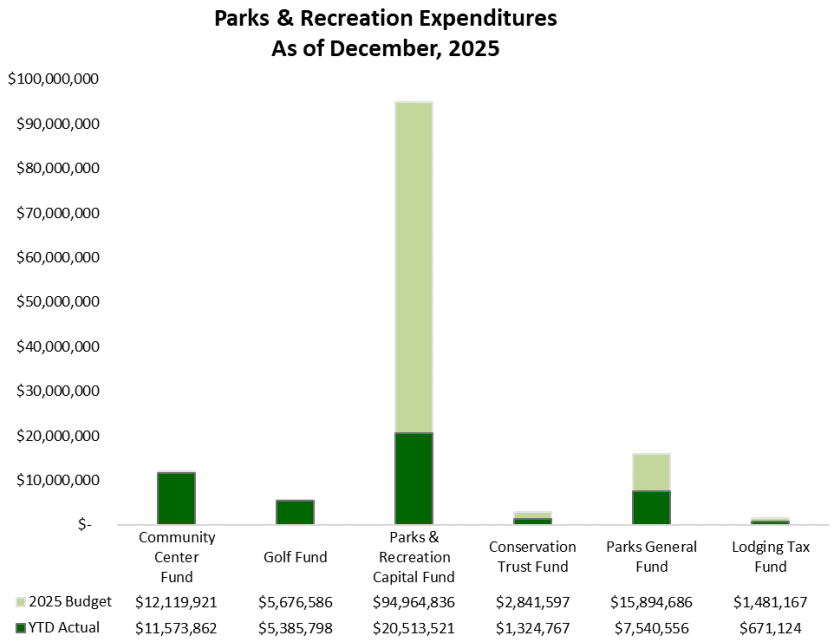
Parks and Recreation also utilizes Conservation Trust and Parks and Recreation Capital funds for projects. The capital fund can only be used for growth-related projects. The Parks and Recreation Capital Fund through the fourth quarter came in 78 percent under budget due to the timing of construction for the new Castle Rock Sports Center. The Conservation Trust Fund, supported by state lottery proceeds, is 53 percent under budget due to timing of multiple park improvements that are planned throughout town.

Recreation

The Community Center Fund accounts for operations at the Recreation Center, MAC, and outdoor pools. Visits to the Recreation Center through the fourth quarter totaled 233,511, an increase of 8 percent compared to 2024, while MAC visits totaled 53,168, a decrease of 15 percent from fourth quarter of 2024. Expenditures in 2025 came in 5 percent under budget while revenues are 2 percent under the budget.

Golf

The Golf Fund is an enterprise fund that does not receive tax revenue. Through the fourth quarter of 2025, expenditures are 5 percent under the budget while revenue is 13 percent over the budget. Through the fourth quarter, 68,627 rounds of golf were played which is an increase of 15 percent as compared to 2024.



Detailed financial information for Parks and Recreation can be found in Attachment A-Schedules A, M, N, O, P, and Q.

Other Town funds and Initiatives

In addition to the specific priorities previously discussed, the Town Manager utilizes other funds that help support economic development, community character, long-term municipal facility funding, and employee benefits. These funds support Town Council direction and responsible long-term Town management.

Supporting economic development

The Town's Economic Development Fund is supported by commercial building use tax and focuses on creating primary employment jobs, expanding the tax base, and maintaining an outstanding business climate in Town. Economic Development Fund revenue is 117 percent over the budget mainly due to higher than anticipated Commercial Use Tax. Expenditures are 78 percent under the budget due to the timing of economic assistance program projects.

Tax-increment funds (TIF) from Downtown Castle Rock fund the Downtown Development Authority Tax Increment Financing Fund (DDA TIF) which is used to support downtown improvements. The DDA TIF Fund revenue is 1 percent under budget and expenditures are 43 percent under budget mainly due to the timing of projects in 2025 such as The View and Downtown Improvements. Current initiatives funded by these areas include:

Economic Development Fund (Attachment A – Schedule R):

- Saunders incentive agreements
- Castle Rock Outlet Mall – Infrastructure upgrades

DDA TIF Fund (Attachment A – Schedule S):

- Encore/Downtown parking garage maintenance
- Riverwalk Economic Assistance payments
- Mercantile

Community character

Funding from the Philip S. Miller Trust, received into the Philip S. Miller Trust *(Attachment A - Schedule T)* and the Public Art *(Attachment A - Schedule U)* funds, supports, and maintains Castle Rock's character. Philip S. Miller Trust funds support special events managed by Parks and Recreation, provide non-profit grant funding, produce annual fireworks show at Independence Day and Starlighting events (weather permitting), and fund service contracts with the Castle Rock Museum and Senior Center. Revenue in the Philip S. Miller Trust is 25 percent under budget and expenditures are 19 percent under budget, mainly due to lower than expected revenue and expense for the Town's special events. The Town utilizes the Public Art Fund for the annual Art Encounters program that leases new artwork on an annual basis for display around the community and for purchasing artwork.

Art Frame by the Rec Center

Town facility and employee support

An important part of ongoing Town management consists of supporting Town facilities and employees. As the Town grows, the need for facility space grows. The Municipal Facilities Capital Fund (*Attachment A – Schedule V)* uses impact fee revenue received from new development to support facility growth. Revenues are 3 percent over budget through the fourth quarter of 2025 and there were no expenses for 2025. The General Long-Term Planning Fund (*Attachment A – Schedule W)* supports general Town facility and asset replacement. Revenue in the fund is 37 percent over budget through the fourth quarter due to higher than expected use tax. Expenditures are 37 percent under budget due to the timing of parking lot repairs, police software, and emergency medical services equipment for the Fire department.

The Employee Benefits Fund serves to administer the Town's medical, dental, and vision health benefit plans – including employee contributions, premium, and claim costs – and the employee wellness program, all in support of approximately 635 benefit eligible employees. Revenue is 1 percent under budget and expenditures are 11 percent under budget due to claims activity. *For more financial information about this fund, see Attachment A – Schedule X.*

How does the Town manage finances conservatively?

The Town continually works to manage Town finances conservatively and ensure that taxpayer funds are prudently expended in support of Town priorities. This multifaceted effort includes:

- Ongoing monitoring of revenues and expenditures
- Future budgeting and long-term planning
- Taxpayer Bill of Rights (TABOR) assessment
- Financial transparency

Financial monitoring

In addition to quarterly reporting, Finance Department staff:

- Reviews line-item financial information each month
- Analyzes performance compared to budget
- Reconciles Town accounts monthly
- Performs periodic audits to ensure accuracy and appropriate use of funds
- Collaborates with departments to manage expenses

Future planning and investments

Long-term financial planning is incorporated into Town decision-making and is included in the Town's budget process. Each year, the Town adopts a one-year budget and approves a five-year balanced financial plan and five-year capital improvement program. The longer-term plans guide future decision-making and are based on projected available resources. The 2025 Budget was adopted by Town Council on September 17th, 2024 and can be found here. The 2026 Budget was adopted by Town Council on October 21, 2025 and can be found here.

Townwide investment earnings increased $2,539,790 in the fourth quarter of 2025 for a total of $10,387,776 total investment earnings year to date which reflects $87,249 in investment professional service costs. Information about the Town's investments can be found in Attachment C. This information may vary from other reported investment information due to timing differences between budget and cash investment reporting.

Did you know …

The Taxpayers Bill of Rights (TABOR), Amendment X of the Colorado Constitution, restricts the Town's revenue collection. Amendment X specifically and significantly addresses the following issues:
1) imposes revenue limits
2) requires elections for tax changes and increases or new bonded debt
3) requires emergency reserves, and
4) prohibits multiple fiscal year financial obligations.

TABOR

Voters approved a temporary, 10-year timeout of the State's TABOR revenue restriction, to allow the Town to use any "excess" funds through 2030 solely for police, fire and roads. This is especially important to the Town's ability to construct the needed interchange at Interstate 25 and Crystal Valley Parkway.

Transparency

The Town's financial information is available for review on the Town's Transparency Portal (CRgov.com/transparency).
The Financial Information section includes:

- Annual budgets, including previous years
- Capital fund reporting (impact fees)
- Financial reporting
- Check and vendor listings
- Pay table information
- Unclaimed property
- Stale-dated checks

For questions about Town financial information, please contact finance@CRgov.com

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule AA**
Townwide Summary

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**
Revenues				
Town Taxes				
Property	$ 1,646,477	$ 1,543,823	$ 1,596,920	$ 53,097
Use	6,984,443	4,066,143	7,791,999	3,725,856
Sales	76,119,681	82,735,774	89,511,229	6,775,455
Motor Vehicle	10,423,816	12,318,250	10,639,010	(1,679,240)
Other	392,228	437,483	380,036	(57,447)
Property Tax TIF	1,926,009	1,657,508	2,089,624	432,116
Sales Tax TIF	2,465,924	1,559,087	1,199,408	(359,679)
Property Tax GID	-	230,381	-	(230,381)
Lodging	665,223	669,695	661,825	(7,870)
Franchise Fees	2,811,444	3,162,381	3,245,764	83,383
Licenses & Permits	4,484,160	4,518,958	4,839,722	320,764
Intergovernmental	34,167,553	28,745,067	22,317,133	(6,427,934)
Charges for Service	85,411,502	89,172,606	91,365,608	2,193,002
Management Fees	4,548,730	4,685,198	4,684,903	(295)
Fines & Forfeitures	728,818	725,281	795,736	70,455
Investment Earnings	12,654,086	4,105,034	14,506,478	10,401,444
Contributions & Donations	26,437,299	65,797,275	44,456,985	(21,340,290)
Transfers In	14,502,589	16,325,931	16,025,534	(300,397)
Interfund Loan Revenue	1,537,216	2,723,967	3,974,725	1,250,758
Debt & Financing Revenue	261,195	132,012,930	75,876,884	(56,136,046)
Other Revenue	9,594,204	6,739,507	7,039,641	300,134
Total Revenues (Excluding One-Time)	**$ 297,762,597**	**$ 463,932,279**	**$ 402,999,164**	**$ (60,933,115)**
Impact Fees	13,300,175	14,512,449	8,862,839	(5,649,610)
System Development Fees	22,934,438	23,636,176	20,736,016	(2,900,160)
Total Revenues (Including One-Time)	**$ 333,997,210**	**$ 502,080,904**	**$ 432,598,019**	**$ (69,482,885)**
Expenditures				
Personnel	$ 86,239,991	$ 98,587,290	$ 93,718,251	$ 4,869,039
Services & Other	83,540,202	95,972,071	83,365,083	12,606,988
Supplies	11,064,415	12,764,750	10,582,674	2,182,076
Debt & Financing	10,286,546	20,539,331	17,444,650	3,094,681
Interfund Loan	7,052,216	2,382,209	2,174,725	207,484
Transfers Out	14,726,399	24,149,674	23,386,935	762,739
Total Expenditures (Excluding One-Time)	**$ 212,909,769**	**$ 254,395,325**	**$ 230,672,318**	**$ 23,723,007**
Capital	119,416,158	405,550,871	128,255,375	277,295,496
Total Expenditures (Including One-Time)	**$ 332,325,927**	**$ 659,946,196**	**$ 358,927,693**	**$ 301,018,503**

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule AA**
Townwide Summary

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**
Net Revenues/Expenditures	**1,671,283**	**(157,865,292)**	**73,670,326**	**231,535,618**
Beginning Funds Available	**304,426,524**	**306,097,807**	**306,097,807**	
Ending Funds Available	**$ 306,097,807**	**$ 148,232,515**	**$ 379,768,133**	
Less Reserves & Designations:				
Contractual Reserve		300,000	300,000	
Revenue Stabilization Reserve		7,948,067	7,948,067	
Catastrophic Events Reserve		12,959,902	12,959,902	
Capital Reserve		49,483,848	49,483,848	
Opportunity/Econ. Dev. Reserve		1,948,717	1,948,717	
Future Incentive Obligation		5,566,594	5,566,594	
TABOR Reserve		2,451,193	2,451,193	
Committed for Fund Purpose		25,154,940	25,154,940	
Operating Designation		6,411,125	6,411,125	
Debt Service Reserve		500,815	500,815	
Medical Claims Reserve		2,077,804	2,077,804	
Dental Claims Reserve		174,177	174,177	
Health Care Cost Reserve		2,136,775	2,136,775	
Total Reserves & Designations		117,113,957	117,113,957	
Projected Ending Funds Available		**$ 31,118,559**	**$ 262,654,177**	

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule A**
Fund: General Fund
Department: All

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Town Taxes					
Property	$ 1,646,477	$ 1,543,823	$ 1,596,920	$ 53,097	
Sales	57,082,449	59,041,866	63,636,714	4,594,848	
Motor Vehicle	6,310,815	7,524,454	6,149,215	(1,375,239)	
Other	392,228	437,483	380,036	(57,447)	
Franchise Fees	2,811,444	3,162,381	3,245,764	83,383	
Licenses & Permits	103,438	181,209	162,074	(19,135)	
Intergovernmental	10,306,596	5,926,307	2,186,146	(3,740,161)	(1)
Charges for Service	4,369,126	3,260,796	5,184,025	1,923,229	(2)
Management Fees	4,548,730	4,685,198	4,684,903	(295)	
Fines & Forfeitures	279,854	216,946	309,090	92,144	(3)
Investment Earnings	1,495,066	640,180	1,577,637	937,457	(4)
Contributions & Donations	980,230	51,503	82,871	31,368	(5)
Transfers In	738,729	4,764,172	4,959,827	195,655	
Interfund Loan Revenue	1,214,244	1,260,245	2,406,826	1,146,581	(6)
Other Revenue	660,577	354,808	369,097	14,289	
Total Revenues	**$ 92,940,003**	**$ 93,051,371**	**$ 96,931,145**	**$ 3,879,774**	

(1) Intergovernmental ended the year under budget due to the timing of work and DRCOG grant revenue related to trail construction.
(2) Charges for Service ended the year over budget due to EMS transport fees coming in higher than anticipated.
(3) Fines & Forfeitures ended the year over budget due to increased traffic and court fines.
(4) Investment Earnings ended the year over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings.
(5) Contributions and Donations ended the year over budget due to higher than anticipated grants received for the Police Department.
(6) Interfund Loan Revenue ended the year over budget due to payments made from the Transportation Capital Fund for the Crystal Valley Interchange interfund loan.

Expenditures - Town Council				
Personnel	95,125	114,906	116,496	(1,590)
Services & Other	364,065	408,311	400,708	7,603
Supplies	5,351	3,220	2,324	896
Subtotal Town Council	**$ 464,541**	**$ 526,437**	**$ 519,528**	**$ 6,909**

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule A**
Fund: General Fund
Department: All

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Expenditures - Town Manager					
Personnel	$ 1,097,269	$ 1,209,239	$ 1,199,581	$ 9,658	
Services & Other	64,080	187,781	146,611	41,170	(7)
Supplies	5,391	6,800	8,369	(1,569)	
Capital	-	7,266	4,382	2,884	
Subtotal Town Manager	**$ 1,166,740**	**$ 1,411,086**	**$ 1,358,943**	**$ 52,143**	

(7) Town Manager Services & Other is under budget due to lower than anticipated expenses associated with the Biennial Community Survey, software maintenance, and printing.

Expenditures - Human Resources					
Personnel	583,192	640,186	608,568	31,618	
Services & Other	151,686	367,440	278,704	88,736	(8)
Supplies	17,780	7,300	10,312	(3,012)	
Subtotal Human Resources	**$ 752,658**	**$ 1,014,926**	**$ 897,584**	**$ 117,342**	

(8) Human Resources Services & Other is under budget due to less than anticipated spending in town-wide training and employee recognition.

Expenditures - Communications					
Personnel	593,381	638,692	643,688	(4,996)	
Services & Other	293,811	470,258	309,475	160,783	(9)
Supplies	9,228	5,090	4,866	224	
Capital	-	2,078	1,902	176	
Subtotal Communications	**$ 896,420**	**$ 1,116,118**	**$ 959,931**	**$ 156,187**	

(9) Communications Services & Other is under budget due to lower than anticipated professional services expense related to the Town's website.

Expenditures - DoIT					
Personnel	3,013,716	3,364,734	2,984,766	379,968	
Services & Other	697,057	1,195,299	559,125	636,174	(10)
Supplies	114,853	313,570	122,729	190,841	(11)
Capital	-	29,540	32,334	(2,794)	
Transfers Out	19,867	25,343	15,705	9,638	
Subtotal DoIT	**$ 3,845,493**	**$ 4,928,486**	**$ 3,714,659**	**$ 1,213,827**	

(10) DoIT Services & Other is under budget due to the timing of technical services and IT governance expense.
(11) DoIT Supplies is under budget due to the timing of software purchases.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule A**
Fund: General Fund
Department: All

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Expenditures - Facilities					
Personnel	$ 922,380	$ 1,150,496	$ 935,274	$ 215,222	
Services & Other	504,123	516,826	468,473	48,353	
Supplies	126,717	118,930	108,428	10,502	
Capital	-	5,628	5,812	(184)	
Transfers Out	77,156	85,914	85,914	-	
Subtotal Facilities	**$ 1,630,376**	**$ 1,877,794**	**$ 1,603,901**	**$ 273,893**	
Expenditures - Town Attorney					
Personnel	1,093,830	1,225,410	1,219,743	5,667	
Services & Other	164,776	220,953	219,166	1,787	
Supplies	7,200	9,500	4,708	4,792	
Capital	-	3,312	2,573	739	
Subtotal Town Attorney	**$ 1,265,806**	**$ 1,459,175**	**$ 1,446,190**	**$ 12,985**	
Expenditures - Town Clerk					
Personnel	327,474	344,728	345,652	(924)	
Services & Other	57,672	117,755	9,854	107,901	(12)
Supplies	938	1,000	359	641	
Subtotal Town Clerk	**$ 386,084**	**$ 463,483**	**$ 355,865**	**$ 107,618**	
Expenditures - Municipal Court					
Personnel	383,924	394,534	353,869	40,665	
Services & Other	39,782	79,615	76,073	3,542	
Supplies	7,973	15,048	11,592	3,456	
Subtotal Municipal Court	**$ 431,679**	**$ 489,197**	**$ 441,534**	**$ 47,663**	
Expenditures - Finance					
Personnel	2,477,153	3,146,569	2,741,096	405,473	
Services & Other	785,579	1,683,842	1,471,700	212,142	
Supplies	41,301	38,630	44,530	(5,900)	
Capital	-	12,468	9,302	3,166	
Subtotal Finance	**$ 3,304,033**	**$ 4,881,509**	**$ 4,266,628**	**$ 614,881**	

(12) Town Clerk Services & Other is under budget due to the timing of software purchases and unspent funds originally allocated for election costs.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule A**
Fund: General Fund
Department: All

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Expenditures - Police					
Personnel	$ 19,671,245	$ 23,027,080	$ 21,842,047	$ 1,185,033	
Services & Other	1,873,450	1,832,106	2,201,709	(369,603)	(13)
Supplies	1,843,740	2,022,707	1,824,478	198,229	
Capital	20,000	69,716	78,968	(9,252)	
Transfers Out	1,931,148	1,387,157	1,358,022	29,135	
Subtotal Police	**$ 25,339,583**	**$ 28,338,766**	**$ 27,305,224**	**$ 1,033,542**	

(13) The Police department Services & Other is over budget due to costs related to the Drone as First Responder program and other software maintenance, and repair and maintenance costs.

Expenditures - Fire & Rescue					
Personnel	17,679,568	20,729,437	19,976,276	753,161	
Services & Other	1,724,542	2,173,543	2,012,688	160,855	
Supplies	1,131,114	1,299,369	1,434,609	(135,240)	
Capital	323,722	398,592	165,669	232,923	(14)
Transfers Out	2,985,505	3,983,584	4,002,831	(19,247)	
Subtotal Fire & Rescue	**$ 23,844,451**	**$ 28,584,525**	**$ 27,592,073**	**$ 992,452**	

(14) The Fire department is under budget in Capital due to the timing of expense related to various equipment needs for a new Fire apparatus and ambulance.

Expenditures - Development Services					
Personnel	430,645	408,905	426,265	(17,360)	
Services & Other	107,886	265,800	108,950	156,850	(15)
Supplies	2,168	6,520	2,720	3,800	
Capital	-	2,078	4,511	(2,433)	
Transfers Out	5,266	391	391	-	
Subtotal Development Services	**$ 545,965**	**$ 683,694**	**$ 542,837**	**$ 140,857**	

(15) Development Services Services & Other is under budget due to the timing of expense for Professional Services related to the Town's community development grants.

Expenditures - Parks & Recreation					
Personnel	3,047,460	3,194,787	3,034,253	160,534	
Services & Other	1,995,095	2,040,927	1,973,818	67,109	
Supplies	461,477	434,230	426,319	7,911	
Capital	15,391,996	9,722,360	1,603,780	8,118,580	(16)
Interfund Loan	133,630	137,131	137,131	-	
Transfers Out	609,930	365,251	365,255	(4)	
Subtotal Parks & Recreation	**$ 21,639,588**	**$ 15,894,686**	**$ 7,540,556**	**$ 8,354,130**	

(16) Parks & Recreation Capital is under budget due to the timing of expense related to trail improvements.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule A**
Fund: General Fund
Department: All

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Expenditures - Non-Departmental					
Personnel	$ 9,306	$ -	$ 87,528	$ (87,528)	
Services & Other	1,416,970	1,654,829	1,189,499	465,330	(17)
Supplies	292,749	485,000	229,740	255,260	(18)
Capital	598,637	581,953	45,790	536,163	(19)
Interfund Loan	695,000	-	-	-	
Transfers Out	490,541	773,444	774,616	(1,172)	
Subtotal Non-Departmental	**$ 3,503,203**	**$ 3,495,226**	**$ 2,327,173**	**$ 1,168,053**	

(17) Non-Departmental Services & Other is under budget due to the timing of expenditures for building repair and maintenance.
(18) Non-Departmental Supplies is under budget due to the timing of computer hardware purchases.
(19) Non-Departmental Capital is under budget due to the completion of the Downtown Quiet Zone project.

Total Expenditures	**$ 89,016,620**	**$ 95,165,108**	**$ 80,872,626**	**$ 14,292,482**
Net Revenues/Expenditures	**3,923,383**	**(2,113,737)**	**16,058,519**	**18,172,256**
Beginning Funds Available	**33,279,228**	**37,202,611**	**37,202,611**	
Ending Funds Available	**$ 37,202,611**	**$ 35,088,874**	**$ 53,261,130**	
Less Reserves & Designations:				
Contractual Reserve		300,000	300,000	
Revenue Stabilization Reserve		2,227,451	2,227,451	
Catastrophic Events Reserve		1,407,100	1,407,100	
Capital Reserve		4,027,430	4,027,430	
Opportunity/Econ. Dev. Reserve		1,948,717	1,948,717	
TABOR Reserve		2,451,193	2,451,193	
Projected Ending Funds Available	**$ 37,202,611**	**$ 22,726,983**	**$ 40,899,239**	

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule B**
Fund: Development Services Fund
Department: Development Services

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Licenses & Permits	$ 4,153,332	$ 4,186,519	$ 4,330,098	$ 143,579	
Charges for Service	1,992,433	1,760,017	3,498,952	1,738,935	(1)
Investment Earnings	160,112	30,688	213,914	183,226	(2)
Other Revenue	3,224	-	(1,558)	(1,558)	
Total Revenues	**$ 6,309,101**	**$ 5,977,224**	**$ 8,041,406**	**$ 2,064,182**	
Expenditures					
Personnel	$ 5,631,314	$ 6,397,011	$ 5,229,914	$ 1,167,097	
Services & Other	855,753	1,111,772	887,386	224,386	(3)
Supplies	66,732	202,040	41,224	160,816	(4)
Capital	-	48,704	42,882	5,822	
Transfers Out	125,177	115,020	115,021	(1)	
Total Expenditures	**$ 6,678,976**	**$ 7,874,547**	**$ 6,316,427**	**$ 1,558,120**	
Net Revenues/Expenditures	**(369,875)**	**(1,897,323)**	**1,724,979**	**3,622,302**	
Beginning Funds Available	**4,773,575**	**4,403,700**	**4,403,700**		
Ending Funds Available	**$ 4,403,700**	**$ 2,506,377**	**$ 6,128,679**		
Less Reserves & Designations:					
Revenue Stabilization Reserve		2,506,377	6,128,679		
Projected Ending Funds Available	**$ 4,403,700**	**$ -**	**$ -**		

(1) Charges for Service is over budget due to higher than anticipated plan reviews and inspection fees.
(2) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings.
(3) Services & Other is under budget due to less than anticipated spending on contract labor, professional services, and utilities.
(4) Supplies is under budget due to the timing of expense related to software maintenance and the purchase of computer software and hardware.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule C**
Fund: Water Fund
Department: Castle Rock Water

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Intergovernmental	$ 450,700	$ 300,700	$ (100,000)	$ (400,700)	(1)
Charges for Service	20,555,638	22,288,478	20,585,244	(1,703,234)	
Fines & Forfeitures	316,544	320,300	340,125	19,825	
Investment Earnings	537,866	359,143	726,820	367,677	(2)
System Development Fees	3,727,993	3,462,242	2,572,749	(889,493)	(3)
Contributions & Donations	(168,687)	-	-	-	
Transfers In	4,820,000	-	-	-	
Other Revenue	1,053,197	248,987	291,811	42,824	
Total Revenues	**$ 31,293,251**	**$ 26,979,850**	**$ 24,416,749**	**$ (2,563,101)**	
Expenditures					
Personnel	$ 5,572,373	$ 6,047,756	$ 6,248,302	$ (200,546)	
Services & Other	8,765,002	9,327,552	8,243,763	1,083,789	
Supplies	2,269,662	2,030,188	1,201,841	828,347	(4)
Capital	8,673,768	17,559,838	5,411,280	12,148,558	(5)
Debt & Financing	681,842	689,000	688,008	992	
Interfund Loan	-	1,250,523	1,250,524	(1)	
Transfers Out	638,352	544,562	536,203	8,359	
Total Expenditures	**$ 26,600,999**	**$ 37,449,419**	**$ 23,579,921**	**$13,869,498**	
Net Revenues/Expenditures	**4,692,252**	**(10,469,569)**	**836,828**	**11,306,397**	
Beginning Funds Available	**11,353,803**	**16,046,055**	**16,046,055**		
Ending Funds Available	**$ 16,046,055**	**$ 5,576,486**	**$ 16,882,883**		
Less Reserves & Designations:					
Operating Designation		1,450,458	2,615,651		
Catastrophic Events Reserve		2,662,301	2,662,301		
Revenue Stabilization Reserve		1,000,000	1,579,224		
Capital Reserve		463,727	10,025,707		
Projected Ending Funds Available	**$ 16,046,055**	**$ -**	**$ -**		

(1) Intergovernmental is showing a negative amount due to an accounting entry made to correct an overstatement in 2024.
(2) Investment Earnings is over budget due to the change in the fair market value of the Town's securities, higher than anticipated interest and lease earnings.
(3) System Development Fees are under budget due to delayed building permit activity.
(4) Supplies is under budget due to timing of chemical and fertilizer expenses.
(5) Capital expenditures is under budget due to the seasonality of multiple projects such as SCADA system improvements.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule D**
Fund: Water Resources Fund
Department: Castle Rock Water

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Licenses & Permits	$ 2,811	$ 5,000	$ 2,050	$ (2,950)	
Intergovernmental	50,000	-	-	-	
Charges for Service	14,113,165	14,878,794	15,392,484	513,690	
Fines & Forfeitures	132,420	187,985	146,521	(41,464)	(1)
Investment Earnings	4,490,339	1,219,795	4,554,760	3,334,965	(2)
System Development Fees	16,258,709	16,600,235	15,224,109	(1,376,126)	
Interfund Loan Revenue	133,630	186,389	137,131	(49,258)	(3)
Debt & Financing Revenue	261,195	55,512,930	306,411	(55,206,519)	(4)
Other Revenue	6,278,332	2,191,658	956,410	(1,235,248)	(5)
Total Revenues	**$ 41,720,601**	**$ 90,782,786**	**$ 36,719,876**	**$ (54,062,910)**	
Expenditures					
Personnel	$ 3,251,615	$ 3,968,471	$ 3,714,032	$ 254,439	
Services & Other	12,576,020	10,475,567	8,973,951	1,501,616	
Supplies	706,597	965,974	814,031	151,943	
Capital	23,531,279	128,654,089	38,299,224	90,354,865	(6)
Debt & Financing	5,642,108	7,718,050	5,669,838	2,048,212	(7)
Transfers Out	9,397	280,847	230,270	50,577	
Total Expenditures	**$ 45,717,016**	**$152,062,998**	**$ 57,701,346**	**$ 94,361,652**	
Net Revenues/Expenditures	**(3,996,415)**	**(61,280,212)**	**(20,981,470)**	**40,298,742**	
Beginning Funds Available	**96,470,204**	**92,473,789**	**92,473,789**		
Ending Funds Available	**$ 92,473,789**	**$ 31,193,577**	**$ 71,492,319**		
Less Reserves & Designations:					
Operating Designation		2,568,335	2,250,336		
Catastrophic Events Reserve		3,541,199	3,541,199		
Capital Reserve		25,084,043	65,700,784		
Projected Ending Funds Available	**$ 92,473,789**	**$ -**	**$ -**		

(1) Fines & Forfeitures is under budget due to lower than anticipated revenue from watering violations.
(2) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(3) Interfund Loan revenue is under budget as expected loans were not made.
(4) Debt & Financing Revenue is under budget due to the timing of bond disbursement.
(5) Other Revenue is under budget due to the timing of PFAS settlement payments.
(6) Capital expenditures are under budget due to the timing of planned multi-year capital projects such as reservoir upgrades.
(7) Debt & Financing is under budget due to the timing of the bond loan which is now expected to occur in 2026.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule E**
Fund: Stormwater Fund
Department: Castle Rock Water

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Charges for Service	$ 4,333,227	$ 4,595,172	$ 4,585,851	$ (9,321)	
Fines & Forfeitures	-	25	-	(25)	
Investment Earnings	300,444	127,493	315,885	188,392	(1)
System Development Fees	1,042,524	1,496,036	1,490,354	(5,682)	
Contributions & Donations	871,161	2,315	2,315	-	
Other Revenue	117,889	170,086	1,895,893	1,725,807	(2)
Total Revenues	**$ 6,665,245**	**$ 6,391,127**	**$ 8,290,298**	**$ 1,899,171**	
Expenditures					
Personnel	$ 2,334,920	$ 2,538,599	$ 2,376,695	$ 161,904	
Services & Other	1,467,710	1,094,059	996,210	97,849	
Supplies	115,994	131,365	125,807	5,558	
Capital	881,127	5,760,530	2,974,819	2,785,711	(3)
Debt & Financing	1,144,323	1,157,200	1,154,665	2,535	
Transfers Out	211,411	141,836	141,837	(1)	
Total Expenditures	**$ 6,155,485**	**$ 10,823,589**	**$ 7,770,033**	**$ 3,053,556**	
Net Revenues/Expenditures	**509,760**	**(4,432,462)**	**520,265**	**4,952,727**	
Beginning Funds Available	**6,356,109**	**6,865,869**	**6,865,869**		
Ending Funds Available	**$ 6,865,869**	**$ 2,433,407**	**$ 7,386,134**		
Less Reserves & Designations:					
Operating Designation		627,337	583,119		
Catastrophic Events Reserve		1,204,962	1,204,962		
Capital Reserve		601,108	5,598,053		
Projected Ending Funds Available	**$ 6,865,869**	**$ -**	**$ -**		

(1) Investment Earnings areover budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(2) Other Revenue is over budget due to fee reimbursement for engineering design of the South Tributuary Project.
(3) Capital expenditures are under budget due to the timing of planned stream stabilization projects.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule F**
Fund: Wastewater Fund
Department: Castle Rock Water

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Intergovernmental	$ 770,111	$ 6,700,000	$ 1,192,128	$ (5,507,872)	(1)
Charges for Service	12,214,747	12,283,835	12,545,874	262,039	
Fines & Forfeitures	-	25	-	(25)	
Investment Earnings	1,121,883	537,919	1,128,373	590,454	(2)
System Development Fees	1,905,212	2,077,663	1,448,804	(628,859)	(3)
Contributions & Donations	29,510	29,510	29,510	-	
Interfund Loan Revenue	-	1,250,523	1,250,524	1	
Other Revenue	(3,865)	98,795	381,411	282,616	(4)
Total Revenues	**$16,037,598**	**$22,978,270**	**$17,976,624**	**$ (5,001,646)**	
Expenditures					
Personnel	$ 2,037,530	$ 2,361,533	$ 2,614,070	$ (252,537)	
Services & Other	6,921,670	7,548,698	6,958,541	590,157	
Supplies	436,427	679,738	688,293	(8,555)	
Capital	1,914,863	15,245,458	5,471,615	9,773,843	(5)
Interfund Loan	4,820,000	-	-	-	
Transfers Out	195,565	460,363	142,122	318,241	(6)
Total Expenditures	**$16,326,055**	**$26,295,790**	**$15,874,641**	**$10,421,149**	
Net Revenues/Expenditures	**(288,457)**	**(3,317,520)**	**2,101,983**	**5,419,503**	
Beginning Funds Available	**24,783,448**	**24,494,991**	**24,494,991**		
Ending Funds Available	**$24,494,991**	**$21,177,471**	**$26,596,974**		
Less Reserves & Designations:					
Operating Designation		1,764,995	1,710,151		
Catastrophic Events Reserve		2,342,480	2,342,480		
Capital Reserve		17,069,996	22,544,343		
Projected Ending Funds Available	**$24,494,991**	**$ -**	**$ -**		

(1) Intergovernmental revenues are under budget due to the timing of ARPA fund disbursements tied to the Highway 85 project.
(2) Investment Earnings are over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(3) System Development Fees are under budget due to delayed building permit activity.
(4) Other Revenue is over budget due to a reimbursement for the Malibu sewer upsizing as part of the Brickyard development agreement obligations.
(5) Capital expenditures are under budget due to the seasonality of multiple projects such as SCADA system improvements and lift station upgrades.
(6) Transfers Out is under budget due to timing of fleet purchases.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule G**
Fund: Transportation Fund
Department: Public Works

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Use	$ 2,252,505	$ 1,380,523	$ 2,257,351	$ 876,828	(1)
Sales	15,071,344	15,797,155	17,028,867	1,231,712	
Motor Vehicle	3,493,928	3,555,668	3,335,803	(219,865)	
Intergovernmental	9,792,398	10,375,821	10,997,549	621,728	
Investment Earnings	876,032	51,291	840,437	789,146	(2)
Interfund Loan Revenue	-	-	45,000	45,000	
Other Revenue	35,102	202,954	71,036	(131,918)	(3)
Total Revenues	**$31,521,309**	**$31,363,412**	**$34,576,043**	**$ 3,212,631**	
Expenditures					
Personnel	$ 5,838,686	$ 6,541,710	$ 6,006,519	$ 535,191	
Services & Other	18,162,670	25,035,519	23,469,871	1,565,648	
Supplies	912,006	930,974	843,817	87,157	
Capital	1,367,707	3,782,580	1,547,094	2,235,486	(4)
Debt & Financing	904,038	905,000	905,000	-	
Transfers Out	4,931,197	2,993,933	2,993,934	(1)	
Total Expenditures	**$32,116,304**	**$40,189,716**	**$35,766,235**	**$ 4,423,481**	
Net Revenues/Expenditures	**(594,995)**	**(8,826,304)**	**(1,190,192)**	**7,636,112**	
Beginning Funds Available	**16,746,779**	**16,151,784**	**16,151,784**		
Ending Funds Available	**$16,151,784**	**$ 7,325,480**	**$14,961,592**		
Less Reserves & Designations:					
Revenue Stabilization Reserve		414,295	414,295		
Catastrophic Events Reserve		1,801,860	1,801,860		
Projected Ending Funds Available	**$16,151,784**	**$ 5,109,325**	**$12,745,437**		

(1) Residential Use Tax is over budget due to higher than estimated valuation of residential permits.
(2) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(3) Other Revenue is under budget due to the timing of planned projects and the associated recognition of escrow revenue.
(4) Capital expenditures is under budget due to the seasonality of projects such as the Traffic Signal Program.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule H**
Fund: Transportation Capital Projects Fund
Department: Public Works

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Use	$ 1,686,975	$ 1,044,868	$ 1,763,710	$ 718,842	(1)
Intergovernmental	8,317,934	3,500,000	7,236,061	3,736,061	(2)
Investment Earnings	1,504,467	141,169	1,808,922	1,667,753	(3)
Impact Fees	7,421,620	8,641,377	4,629,006	(4,012,371)	(4)
Contributions & Donations	22,455,243	63,182,486	42,463,571	(20,718,915)	(5)
Transfers In	3,000,000	1,000,000	1,000,000	-	
Other Revenue	74,984	-	7	7	
Total Revenues	**$ 44,461,223**	**$ 77,509,900**	**$ 58,901,277**	**$(18,608,623)**	
Expenditures					
Capital	$ 47,511,007	$108,744,377	$ 49,747,454	$ 58,996,923	(6)
Debt & Financing	362,787	1,262,749	1,262,749	-	
Interfund Loan	97,500	-	142,500	(142,500)	(7)
Transfers Out	-	2,000,000	1,800,000	200,000	
Total Expenditures	**$ 47,971,294**	**$112,007,126**	**$ 52,952,703**	**$ 59,054,423**	
Net Revenues/Expenditures	**(3,510,071)**	**(34,497,226)**	**5,948,574**	**40,445,800**	
Beginning Funds Available	**39,644,841**	**36,134,770**	**36,134,770**		
Ending Funds Available	**$ 36,134,770**	**$ 1,637,544**	**$ 42,083,344**		
Less Reserves & Designations:					
Capital Reserve		1,637,544	42,083,344		
Projected Ending Funds Available	**$ 36,134,770**	**$ -**	**$ -**		

(1) Residential Use Tax is over budget due to higher than estimated valuation of residential permits.
(2) Intergovernmental revenue is over budget due to the timing of reimbursements received for the Crystal Valley Interchange project.
(3) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(4) Impact Fee revenue is under budget due to lower than anticipated building permits activity.
(5) Contributions & Donations is under budget due to the timing of reimbursements for the Crystal Valley Interchange project.
(6) Capital is under budget due to the timing of ongoing capital projects such as the Crystal Valley Interchange.
(7) Interfund Loan expense is over budget due to interest payments for an interfund loan between the Transportation Fund and the Transportation Capital Fund for the Crystal Valley Interchange not being included in the original 2025 budget.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule I**
Fund: Fleet Services Fund
Department: Public Works

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Charges for Service	$ 6,999,714	$ 6,815,323	$ 6,777,470	$ (37,853)	
Investment Earnings	555,590	75,579	482,158	406,579	(1)
Transfers In	868,013	2,737,296	2,141,243	(596,053)	(2)
Other Revenue	142,171	1,329,288	292,520	(1,036,768)	(3)
Total Revenues	**$ 8,565,488**	**$10,957,486**	**$ 9,693,391**	**$ (1,264,095)**	
Expenditures					
Personnel	$ 853,160	$ 891,107	$ 850,343	$ 40,764	
Services & Other	362,450	427,075	391,836	35,239	
Supplies	540,919	502,906	473,181	29,725	
Capital	6,722,605	14,131,883	6,619,332	7,512,551	(4)
Transfers Out	43,830	38,355	38,356	(1)	
Total Expenditures	**$ 8,522,964**	**$15,991,326**	**$ 8,373,048**	**$ 7,618,278**	
Net Revenues/Expenditures	**42,524**	**(5,033,840)**	**1,320,343**	**6,354,183**	
Beginning Funds Available	**12,495,952**	**12,538,476**	**12,538,476**		
Ending Funds Available	**$12,538,476**	**$ 7,504,636**	**$13,858,819**		
Less Reserves & Designations:					
Committed for Fund Purpose		7,504,636	13,858,819		
Projected Ending Funds Available	**$12,538,476**	**$ -**	**$ -**		

(1) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(2) Transfers In is under budget due to the timing of transfers from departments for the purchase of new and replacement vehicles.
(3) Other revenue came in under budget due to a decreased number of salvaged vehicles which can be attributed the timing of replacing vehicles.
(4) Capital is under budget due to the timing of purchasing new and replacement vehicles.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule J**
Fund: Fire Capital Fund
Department: Fire Department

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Investment Earnings	$ 47,472	$ 149,752	$ 62,266	$ (87,486)	(1)
Impact Fees	724,169	727,219	761,787	34,568	
Transfers In	-	6,000,000	6,000,000	-	
Other Revenue	1	-	-	-	
Total Revenues	**$ 771,642**	**$ 6,876,971**	**$ 6,824,053**	**$ (52,918)**	
Expenditures					
Capital	123,423	7,693,655	699,736	6,993,919	(2)
Interfund Loan	608,374	349,475	-	349,475	(3)
Total Expenditures	**$ 731,797**	**$ 8,043,130**	**$ 699,736**	**$ 7,343,394**	
Net Revenues/Expenditures	**39,845**	**(1,166,159)**	**6,124,317**	**7,290,476**	
Beginning Funds Available	**1,788,454**	**1,828,299**	**1,828,299**		
Ending Funds Available	**$ 1,828,299**	**$ 662,140**	**$ 7,952,616**		
Less Reserves & Designations:					
Committed for Fund Purpose		662,140	7,952,616		
Projected Ending Funds Available	**$ 1,828,299**	**$ -**	**$ -**		

(1) Investment Earnings is under budget due to lower than anticipated fund balance.
(2) Capital is under budget due to the timing of the design and construction of Fire Station 156.
(3) Interfund Loan revenue is under budget due to the timing of interfund loan repayments, which will begin in 2026.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule K**
Fund: Police Capital Fund
Department: Police Department

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Investment Earnings	$ 15,590	$ 16,703	$ 13,173	$ (3,530)	
Impact Fees	374,687	382,918	406,259	23,341	
Total Revenues	**$ 390,277**	**$ 399,621**	**$ 419,432**	**$ 19,811**	
Expenditures					
Interfund Loan	194,016	195,417	195,417	-	
Transfers Out	622,749	768,604	452,148	316,456	(1)
Total Expenditures	**$ 816,765**	**$ 964,021**	**$ 647,565**	**$ 316,456**	
Net Revenues/Expenditures	**(426,488)**	**(564,400)**	**(228,133)**	**336,267**	
Beginning Funds Available	**1,075,280**	**648,792**	**648,792**		
Ending Funds Available	**$ 648,792**	**$ 84,392**	**$ 420,659**		
Less Reserves & Designations:					
Committed for Fund Purpose		84,392	420,659		
Projected Ending Funds Available	**$ 648,792**	**$ -**	**$ -**		

(1) Transfers Out was under budget due to timing of vehicle purchases.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule L**
Fund: Police Forfeiture Fund
Department: Police Department

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**
Revenues				
Investment Earnings	$ 15	$ 46	$ 10	$ (36)
Total Revenues	**$ 15**	**$ 46**	**$ 10**	**$ (36)**
Expenditures				
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Net Revenues/Expenditures	**15**	**46**	**10**	**(36)**
Beginning Funds Available	**1,501**	**1,516**	**1,516**	
Ending Funds Available	**$ 1,516**	**$ 1,562**	**$ 1,526**	
Less Reserves & Designations:				
Committed for Fund Purpose		1,562	1,526	
Projected Ending Funds Available	**$ 1,516**	**$ -**	**$ -**	

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule M**
Fund: Parks & Recreation Capital Fund
Department: Parks and Recreation

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Investment Earnings	$ 670,284	$ 71,220	$ 1,808,623	$ 1,737,403	(1)
Impact Fees	4,533,920	4,510,916	2,800,794	(1,710,122)	(2)
Transfers In	1,700,000	-	-	-	
Interfund Loan Revenue	55,500	-	-	-	
Debt & Financing Revenue	-	76,500,000	75,570,473	(929,527)	
Other Revenue	341,120	-	52	52	
Total Revenues	**$ 7,300,824**	**$81,082,136**	**$80,179,942**	**$ (902,194)**	
Expenditures					
Services & Other	$ 1,588,659	$ 1,220,732	$ 758,204	$ 462,528	(3)
Capital	4,384,934	85,779,141	12,830,000	72,949,141	(3)
Debt & Financing	712,613	7,964,963	6,925,317	1,039,646	
Total Expenditures	**$ 6,686,206**	**$94,964,836**	**$20,513,521**	**$74,451,315**	
Net Revenues/Expenditures	**614,618**	**(13,882,700)**	**59,666,421**	**73,549,121**	
Beginning Funds Available	**15,920,714**	**16,535,332**	**16,535,332**		
Ending Funds Available	**$16,535,332**	**$ 2,652,632**	**$76,201,753**		
Less Reserves & Designations:					
Committed for Fund Purpose		2,652,632	76,201,753		
Projected Ending Funds Available	**$16,535,332**	**$ -**	**$ -**		

(1) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(2) Impact Fee revenue is under budget due to lower than anticipated building permits activity.
(3) Services & Other and Capital are under budget due to the timing of expense related to the construction of the Castle Rock Sports Center.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule N**
Fund: Conservation Trust Fund
Department: Parks and Recreation

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Licenses & Permits	$ 224,579	$ 146,230	$ 345,500	$ 199,270	(1)
Intergovernmental	4,479,814	1,830,495	781,494	(1,049,001)	(2)
Investment Earnings	87,055	2,012	107,940	105,928	(3)
Other Revenue	35,544	44,100	66,915	22,815	(4)
Total Revenues	**$ 4,826,992**	**$ 2,022,837**	**$ 1,301,849**	**$ (720,988)**	
Expenditures					
Personnel	$ 179,243	$ 203,770	$ 183,333	$ 20,437	
Services & Other	12,715	7,000	48,139	(41,139)	(5)
Supplies	38,442	107,500	21,881	85,619	(6)
Capital	465,672	2,523,327	1,071,414	1,451,913	(7)
Interfund Loan	55,500	-	-	-	
Transfers Out	1,700,000	-	-	-	
Total Expenditures	**$ 2,451,572**	**$ 2,841,597**	**$ 1,324,767**	**$ 1,516,830**	
Net Revenues/Expenditures	**2,375,420**	**(818,760)**	**(22,918)**	**795,842**	
Beginning Funds Available	**1,562,057**	**3,937,477**	**3,937,477**		
Ending Funds Available	**$ 3,937,477**	**$ 3,118,717**	**$ 3,914,559**		
Less Reserves & Designations:					
Committed for Fund Purpose		3,118,717	3,914,559		
Projected Ending Funds Available	**$ 3,937,477**	**$ -**	**$ -**		

(1) Licenses & Permits revenue is over budget due to greater than anticipated field rental revenue.
(2) Intergovernmental is under budget due to timing of Open space Shareback payment request.
(3) Investment Earnings is over budget due to higher than anticipated interest earnings and lease revenue.
(4) Other Revenue is over budget due to higher than anticipated Tower Lease revenue.
(5) Services & Other is over budget due to unanticipated expense related to Festival Park Boardwalk repair.
(6) Supplies is under budget due to the timing of parks projects.
(7) Capital is under budget due to timing of updates for various Park projects including Centennial Park and Butterfield Crossing Park.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule O**
Fund: Lodging Tax Fund
Department: Parks and Recreation

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Lodging	$ 665,223	$ 669,695	$ 661,825	$ (7,870)	
Investment Earnings	7,220	16,076	3,862	(12,214)	
Other Revenue	-	-	4	4	
Total Revenues	**$ 672,443**	**$ 685,771**	**$ 665,691**	**$ (20,080)**	
Expenditures					
Personnel	$ 222,851	$ 417,017	$ 367,588	$ 49,429	
Services & Other	140,085	835,342	107,131	728,211	(1)
Supplies	(1)	65,000	10,420	54,580	(2)
Capital	236,209	35,808	57,985	(22,177)	(3)
Transfers Out	-	128,000	128,000	-	
Total Expenditures	**$ 599,144**	**$ 1,481,167**	**$ 671,124**	**$ 810,043**	
Net Revenues/Expenditures	**73,299**	**(795,396)**	**(5,433)**	**789,963**	
Beginning Funds Available	**722,097**	**795,396**	**795,396**		
Ending Funds Available	**$ 795,396**	**$ -**	**$ 789,963**		
Less Reserves & Designations:					
Committed for Fund Purpose		$ -	$ 789,963		
Projected Ending Funds Available	**$ 795,396**	**$ -**	**$ -**		

(1) Services & Other is under budget due to timing of multiple projects.
(2) Supplies is under budget due to timing of projects.
(3) Capital is over budget due to projects associated with Festival Park and Rhyolite disc golf boxes.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule P**
Fund: Community Center Fund
Department: Parks and Recreation

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Town Taxes					
Use	$ 283,601	$ 177,052	$ 296,196	$ 119,144	(1)
Sales	3,965,888	4,146,753	4,469,500	322,747	
Motor Vehicle	619,073	738,128	603,852	(134,276)	
Intergovernmental	-	111,744	23,755	(87,989)	(2)
Charges for Service	5,753,843	6,726,240	6,315,956	(410,284)	
Investment Earnings	45,285	90,381	27,379	(63,002)	(3)
Contributions & Donations	45,963	41,965	34,199	(7,766)	
Transfers In	125,000	-	-	-	
Other Revenue	30,300	31,476	14,882	(16,594)	
Total Revenues	**$10,868,953**	**$12,063,739**	**$11,785,719**	**$ (278,020)**	
Expenditures					
Personnel	$ 6,671,023	$ 7,157,603	$ 7,220,265	$ (62,662)	
Services & Other	2,989,821	3,460,575	3,104,383	356,192	
Supplies	899,665	963,436	845,809	117,627	
Capital	2,159,349	323,763	207,276	116,487	(4)
Interfund Loan	148,597	148,596	148,596	-	
Transfers Out	51,380	65,948	47,533	18,415	
Total Expenditures	**$12,919,835**	**$12,119,921**	**$11,573,862**	**$ 546,059**	
Net Revenues/Expenditures	**(2,050,882)**	**(56,182)**	**211,857**	**268,039**	
Beginning Funds Available	**2,738,531**	**687,649**	**687,649**		
Ending Funds Available	**$ 687,649**	**$ 631,467**	**$ 899,506**		
Less Reserves & Designations:					
Revenue Stabilization Reserve		151,858	161,086		
Rec Center Operational Reserve		300,000	300,000		
Projected Ending Funds Available	**$ 687,649**	**$ 179,609**	**$ 438,420**		

(1) Residential Use Tax is over budget due to higher than estimated valuation of residential permits.
(2) Intergovernmental Revenue is under budget due to timing of anticipated state grants.
(3) Investment Earnings are under budget due to lower than anticipated fund balance.
(4) Capital expenditures are under budget due to the timing of planned improvements at the community and recreation centers.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule Q**
Fund: Golf Course Fund
Department: Parks and Recreation

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Charges for Service	$ 5,135,424	$ 5,265,294	$ 5,917,749	$ 652,455	
Investment Earnings	54,070	44,327	62,240	17,913	
Transfers In	695,000	-	-	-	
Other Revenue	833	-	1,918	1,918	
Total Revenues	**$ 5,885,327**	**$ 5,309,621**	**$ 5,981,907**	**$ 672,286**	
Expenditures					
Personnel	$ 2,018,960	$ 2,257,508	$ 2,210,807	$ 46,701	
Services & Other	848,078	924,198	852,428	71,770	
Supplies	915,337	995,848	1,052,293	(56,445)	
Capital	921,120	692,381	467,425	224,956	(1)
Debt & Financing	497,435	502,969	499,673	3,296	
Interfund Loan	299,599	301,067	300,557	510	
Transfers Out	4,163	2,615	2,615	-	
Total Expenditures	**$ 5,504,692**	**$ 5,676,586**	**$ 5,385,798**	**$ 290,788**	
Net Revenues/Expenditures	**380,635**	**(366,965)**	**596,109**	**963,074**	
Beginning Funds Available	**2,735,231**	**3,115,866**	**3,115,866**		
Ending Funds Available	**$ 3,115,866**	**$ 2,748,901**	**$ 3,711,975**		
Less Reserves & Designations:					
Revenue Stabilization Reserve		1,648,086	2,611,160		
Capital Reserve		600,000	600,000		
Debt Service Reserve		500,815	500,815		
Projected Ending Funds Available	**$ 3,115,866**	**$ -**	**$ -**		

(1) Capital expense is under budget due to the timing of the planned golf course irrigation project.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule R**
Fund: Economic Development Fund
Department: Town Manager

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Town Taxes					
Use	$ 1,444,888	$ 650,000	$ 1,748,652	$ 1,098,652	(1)
Investment Earnings	253,062	200,000	323,084	123,084	(2)
Other Revenue	(1)	105,000	417	(104,583)	(3)
Total Revenues	**$ 1,697,949**	**$ 955,000**	**$ 2,072,153**	**$ 1,117,153**	
Expenditures					
Services & Other	$ 944,851	$ 3,117,448	$ 713,825	$ 2,403,623	(4)
Total Expenditures	**$ 944,851**	**$ 3,117,448**	**$ 713,825**	**$ 2,403,623**	
Net Revenues/Expenditures	**753,098**	**(2,162,448)**	**1,358,328**	**3,520,776**	
Beginning Funds Available	**7,823,757**	**8,576,855**	**8,576,855**		
Ending Funds Available	**$ 8,576,855**	**$ 6,414,407**	**$ 9,935,183**		
Less Reserves & Designations:					
Future Incentive Obligation		5,566,594	5,566,594		
Committed for Fund Purpose		847,813	4,368,589		
Projected Ending Funds Available	**$ 8,576,855**	**$ -**	**$ -**		

(1) Commercial Use Tax is over budget due to greater than estimated valuation of commercial permits.
(2) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings and fund balance.
(3) Other Revenue is under budget due to the timing of Brinkerhoff Event Facility Loan Payback starting in 2026.
(4) Services & Other is under budget due to timing of projects related to economic development assistance.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule S**
Fund: Downtown Development TIF Fund
Department: Finance

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Tax Increment Financing					
Property Tax TIF	$ 1,816,500	$ 1,594,740	$ 1,972,008	$ 377,268	(1)
Sales Tax TIF	2,353,758	1,509,938	1,094,419	(415,519)	(2)
Other Revenue	-	-	9	9	
Total Revenues	**$ 4,170,258**	**$ 3,104,678**	**$ 3,066,436**	**$ (38,242)**	
Expenditures					
Services & Other	$ 3,642,302	$ 1,101,310	$ 1,929,372	$ (828,062)	(3)
Capital	22,410	2,303,387	-	2,303,387	(4)
Total Expenditures	**$ 3,664,712**	**$ 3,404,697**	**$ 1,929,372**	**$ 1,475,325**	
Net Revenues/Expenditures	**505,546**	**(300,019)**	**1,137,064**	**1,437,083**	
Beginning Funds Available	**2,688,870**	**3,194,416**	**3,194,416**		
Ending Funds Available	**$ 3,194,416**	**$ 2,894,397**	**$ 4,331,480**		
Less Reserves & Designations:					
Committed for Fund Purpose		2,894,397	4,331,480		
Projected Ending Funds Available	**$ 3,194,416**	**$ -**	**$ -**		

(1) Property tax TIF is over budget due to higher than budgeted Property Taxes collected.
(2) Sales Tax TIF is under budget due to lower than anticipated Sales Tax collected.
(3) Services & Other is over budget due to expenses related to the Downtown Parking Study.
(4) Capital is under budget due to the timing of uncertain future projects.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule T**
Fund: Philip S. Miller Trust Fund
Department: Town Council

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Charges for Service	$ 439,945	$ 897,842	$ 467,783	$ (430,059)	(1)
Investment Earnings	4,579	12,637	3,620	(9,017)	
Contributions & Donations	256,606	230,000	206,500	(23,500)	
Transfers In	200,717	301,551	401,551	100,000	(2)
Total Revenues	**$ 901,847**	**$ 1,442,030**	**$ 1,079,454**	**$ (362,576)**	
Expenditures					
Personnel	$ 137,989	$ 140,143	$ 150,646	$ (10,503)	
Services & Other	1,036,363	1,136,739	851,266	285,473	(3)
Supplies	14,320	12,693	46,562	(33,869)	(4)
Total Expenditures	**$ 1,188,672**	**$ 1,289,575**	**$ 1,048,474**	**$ 241,101**	
Net Revenues/Expenditures	**(286,825)**	**152,455**	**30,980**	**(121,475)**	
Beginning Funds Available	**489,069**	**202,244**	**202,244**		
Ending Funds Available	**$ 202,244**	**$ 354,699**	**$ 233,224**		
Less Reserves & Designations:					
Committed for Fund Purpose		354,699	233,224		
Projected Ending Funds Available	**$ 202,244**	**$ -**	**$ -**		

(1) Charges for Service is under budget due to lower than anticipated beverage sales and special events revenue.
(2) Transfers In is over budget due to a transfer from the general fund for special events.
(3) Services & Other is under budget due to lower than expected expense for the Town's special events.
(4) Supplies is over budget due to expense associated with the Town's special events.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule U**
Fund: Public Art Fund
Department: Town Council

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Investment Earnings	$ 3,285	$ 1,873	$ 3,424	$ 1,551	
Contributions & Donations	25,220	25,000	20,610	(4,390)	
Transfers In	4	300,000	300,000	-	
Other Revenue	-	-	30	30	
Total Revenues	**$ 28,509**	**$ 326,873**	**$ 324,064**	**$ (2,809)**	
Expenditures					
Services & Other	$ 10,334	$ 96,300	$ 19,061	$ 77,239	(1)
Supplies	-	81,965	594	81,371	(1)
Capital	-	228,700	118,700	110,000	(2)
Total Expenditures	**$ 10,334**	**$ 406,965**	**$ 138,355**	**$ 268,610**	
Net Revenues/Expenditures	**18,175**	**(80,092)**	**185,709**	**265,801**	
Beginning Funds Available	**77,352**	**95,527**	**95,527**		
Ending Funds Available	**$ 95,527**	**$ 15,435**	**$ 281,236**		
Less Reserves & Designations:					
Committed for Fund Purpose		15,435	281,236		
Projected Ending Funds Available	**$ 95,527**	**$ -**	**$ -**		

(1) Services & Other and Supplies are under budget due to lower than expected costs for professional services.
(2) Capital is under budget due to the timing of Town Art purchases.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule V**
Fund: Municipal Facilities Capital Fund
Department: Town Manager

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**
Revenues				
Investment Earnings	$ 42,849	$ 55,989	$ 51,428	$ (4,561)
Impact Fees	245,779	250,019	264,993	14,974
Interfund Loan Revenue	26,810	26,810	26,810	-
Total Revenues	**$ 315,438**	**$ 332,818**	**$ 343,231**	**$ 10,413**
Expenditures				
Transfers Out	73,765	-	-	-
Total Expenditures	**$ 73,765**	**$ -**	**$ -**	**$ -**
Net Revenues/Expenditures	**241,673**	**332,818**	**343,231**	**10,413**
Beginning Funds Available	**2,082,335**	**2,324,008**	**2,324,008**	
Ending Funds Available	**$ 2,324,008**	**$ 2,656,826**	**$ 2,667,239**	
Less Reserves & Designations:				
Committed for Fund Purpose		2,656,826	2,667,239	
Projected Ending Funds Available	**$ 2,324,008**	**$ -**	**$ -**	

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule W**
Fund: General Long Term Planning Fund
Department: Town Manager

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Town Taxes					
Use	$ 1,316,474	$ 813,700	$ 1,373,270	$ 559,570	(1)
Investment Earnings	110,633	51,474	105,255	53,781	(2)
Transfers In	1,509,626	911,388	911,388	-	
Other Revenue	20,911	-	50,562	50,562	
Total Revenues	**$ 2,957,644**	**$ 1,776,562**	**$ 2,440,475**	**$ 663,913**	
Expenditures					
Services & Other	$ 497,672	$ 991,779	$ 691,523	$ 300,256	(3)
Supplies	80,335	328,209	179,433	148,776	(3)
Capital	4,166,330	1,208,259	732,528	475,731	(3)
Total Expenditures	**$ 4,744,337**	**$ 2,528,247**	**$ 1,603,484**	**$ 924,763**	
Net Revenues/Expenditures	**(1,786,693)**	**(751,685)**	**836,991**	**1,588,676**	
Beginning Funds Available	**5,885,355**	**4,098,662**	**4,098,662**		
Ending Funds Available	**$ 4,098,662**	**$ 3,346,977**	**$ 4,935,653**		
Less Reserves & Designations:					
Fire Capital Reserve		150,665	150,665		
Police Capital Reserve		515,208	515,208		
Committed for Fund Purpose		2,681,104	4,269,780		
Projected Ending Funds Available	**$ 4,098,662**	**$ -**	**$ -**		

(1) Residential Use Tax is over budget due to higher than estimated valuation of residential permits.
(2) Investment Earnings are over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings.
(3) Services & Other, Supplies, and Capital are under the YTD budget due to the timing of parking lot repairs, police software, and emergency medical services equipment for the Fire department.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule X**
Fund: Employee Benefits Fund
Department: Town Manager

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Charges for Service	$ 9,504,240	$10,400,815	$10,094,220	$ (306,595)	
Investment Earnings	258,806	183,849	276,535	92,686	(1)
Contributions & Donations	1,942,053	2,234,496	1,617,409	(617,087)	(2)
Other Revenue	803,891	1,950,069	2,647,825	697,756	(3)
Total Revenues	**$12,508,990**	**$14,769,229**	**$14,635,989**	**$ (133,240)**	
Expenditures					
Personnel	$ 64,659	$ 75,359	$ 30,635	$ 44,724	(4)
Services & Other	12,103,986	14,220,436	12,639,147	1,581,289	
Total Expenditures	**$12,168,645**	**$14,295,795**	**$12,669,782**	**$ 1,626,013**	
Net Revenues/Expenditures	**340,345**	**473,434**	**1,966,207**	**1,492,773**	
Beginning Funds Available	**5,711,751**	**6,052,096**	**6,052,096**		
Ending Funds Available	**$ 6,052,096**	**$ 6,525,530**	**$ 8,018,303**		
Less Reserves & Designations:					
Medical Claims Reserve		2,077,804	2,077,804		
Dental Claims Reserve		174,177	174,177		
Health Care Cost Reserve		2,136,775	2,883,161		
Projected Ending Funds Available	**$ 6,052,096**	**$ 2,136,775**	**$ 2,883,161**		

(1) Investment Earnings is over budget due to the change in the fair market value of the Town's securities and higher than anticipated interest earnings.
(2) Contributions and Donations are under budget due to a correction in how FSA transactions are recorded, as they were previously overstated in revenue.
(3) Other Revenue is over budget due to the increase in prescription rebates and other unplanned reimbursements from the Town's benefit plan.
(4) Personnel is under budget due to vacancy savings.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule Y**
Fund: Parking Fund
Department: Finance

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Property Tax TIF	$ 109,509	$ 62,768	$ 117,616	$ 54,848	(1)
Property Tax GID	-	230,381	-	(230,381)	(2)
Sales Tax TIF	112,166	49,149	104,989	55,840	(3)
Investment Earnings	12,082	25,438	8,733	(16,705)	
Transfers In	300,500	311,524	311,525	1	
Other Revenue	-	12,286	-	(12,286)	
Total Revenues	**$ 534,257**	**$ 691,546**	**$ 542,863**	**$ (148,683)**	
Expenditures					
Services & Other	$ 205,499	$ 295,202	$ 223,889	$ 71,313	(4)
Debt & Financing	341,400	339,400	339,400	-	
Total Expenditures	**$ 546,899**	**$ 634,602**	**$ 563,289**	**$ 71,313**	
Net Revenues/Expenditures	**(12,642)**	**56,944**	**(20,426)**	**(77,370)**	
Beginning Funds Available	**1,265,885**	**1,253,243**	**1,253,243**		
Ending Funds Available	**$ 1,253,243**	**$ 1,310,187**	**$ 1,232,817**		
Less Reserves & Designations:					
Committed for Fund Purpose		1,310,187	1,232,817		
Projected Ending Funds Available	**$ 1,253,243**	**$ -**	**$ -**		

(1) Property Tax TIF is over budget due to higher than anticipated property tax received.
(2) Property Tax GID is a preliminary number and subject to change.
(3) Sales Tax TIF is over budget due to timing of sales tax share back payments.
(4) Services & Other is under the YTD budget due to the timing of maintenance budgeted for the parking garage.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule Z**
Fund: Tabor Fund
Department: Town Manager

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Transfers In	$ 545,000	$ -	$ -	$ -	
Interfund Loan Revenue	107,032	-	108,434	108,434	(1)
Total Revenues	**$ 652,032**	**$ -**	**$ 108,434**	**$ 108,434**	
Expenditures					
Services & Other	$ 167,988	$ 329,483	$ 16,970	$ 312,513	(2)
Transfers Out	-	6,107,032	6,000,000	107,032	
Total Expenditures	**$ 167,988**	**$ 6,436,515**	**$ 6,016,970**	**$ 419,545**	
Net Revenues/Expenditures	**484,044**	**(6,436,515)**	**(5,908,536)**	**527,979**	
Beginning Funds Available	**5,954,346**	**6,438,390**	**6,438,390**		
Ending Funds Available	**$ 6,438,390**	**$ 1,875**	**$ 529,854**		
Less Reserves & Designations:					
Committed for Fund Purpose		1,875	529,854		
Projected Ending Funds Available	**$ 6,438,390**	**$ -**	**$ -**		

(1) Interfund Loan Revenue is over budget due to an unbudgeted loan repayment from Police Capital for a basement remodel.
(2) Services & Other is under budget due to timing of expenses related to the Town's fire mitigation program.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

TOWN OF CASTLE ROCK **Attachment A**
2025 Preliminary Year-End Financial Review **Schedule ZZ**
Fund: Public Safety Fund
Department: Finance

Category	2024 Audited Actual	2025 Amended Budget	2025 Preliminary Actual	2025 Variance Actual to Budget**	
Revenues					
Town Taxes					
Use	$ -	$ -	$ 352,820	$ 352,820	(1)
Sales	-	3,750,000	4,376,148	626,148	
Motor Vehicle	-	500,000	550,140	50,140	
Total Revenues	**$ -**	**$ 4,250,000**	**$ 5,279,108**	**$ 1,029,108**	
Expenditures					
Services & Other	$ -	$ -	$ 28,219	$ (28,219)	
Transfers Out	-	3,881,475	4,156,162	(274,687)	
Total Expenditures	**$ -**	**$ 3,881,475**	**$ 4,184,381**	**$ (302,906)**	
Net Revenues/Expenditures	**-**	**368,525**	**1,094,727**	**726,202**	
Ending Funds Available	**$ -**	**$ 368,525**	**$ 1,094,727**		
Less Reserves & Designations:					
Committed for Fund Purpose		368,525	1,094,727		
Projected Ending Funds Available	**$ -**	**$ -**	**$ -**		

(1) Use Tax is over budget due to receipt of use tax in the fund that was not anticipatd in the original budget.

**Variances between the 2025 Budget and 2025 Actual column greater than $20,000 and 20% are noted.

Attachment B

Sales Tax Collections by Category and Geographical Area

Yearly Sales Tax Revenue					
	2021	2022	2023	2024	2025
Prior Year Collections *	$ 507,167	$ 201,783	$ 577,184	$ 203,584	$ 289,384
Jan	4,319,191	4,895,519	5,278,218	5,642,809	6,452,947
Feb	4,045,071	4,657,699	4,913,848	5,147,393	6,085,982
Mar	5,194,130	5,901,264	6,115,424	6,367,917	7,435,573
Apr	5,140,504	5,674,318	5,684,944	5,976,628	7,171,031
May	5,330,063	6,037,535	5,984,858	6,355,247	7,493,196
Jun	6,135,858	6,670,861	6,980,717	7,293,617	8,080,217
Jul	5,578,390	6,360,738	6,250,367	6,755,412	7,955,177
Aug	5,519,553	6,025,326	6,250,892	6,429,640	7,532,957
Sep	5,864,460	6,518,549	6,851,466	6,977,082	7,937,813
Oct	5,414,600	6,402,118	6,031,880	6,440,379	7,157,648
Nov	5,643,498	5,918,466	6,441,679	6,758,024	7,894,564
Dec	7,503,892	8,111,523	8,422,964	9,552,930	10,840,408
Totals	$ 66,196,377	$ 73,375,699	$ 75,784,441	$ 79,900,662	$ 92,326,897
Year to Year Change	**15.9%**	**10.8%**	**3.3%**	**5.4%**	

*Please note beginning in 2025 the sales tax numbers reflect the current 4.2% sales tax rate, the rate in prior years was 4%.

Monthly Sales Tax Comparisons		
December 2024	**December 2025**	**% Prior Month/Year Comparison**
$ 9,552,930	$ 10,840,408	13.5%
YTD 2024 *	**YTD 2025 ***	**% Change YTD**
$ 79,697,078	$ 92,037,513	15.5%
* YTD totals above exclude prior year collections		

Attachment B Continued

YTD Sales Tax Comparisons - By Industry			
Category	YTD 2024	YTD 2025	% Change YTD
Misc Retail	$ 16,770,866	$ 23,963,535	42.9%
Food and General Merchandise	21,230,379	22,540,857	6.2%
Restaurants & Bars	9,686,049	10,526,399	8.7%
Apparel and Accessories	8,361,869	9,384,808	12.2%
Home and Garden	4,563,561	4,761,451	4.3%
Auto and Auto Items	3,688,077	3,965,723	7.5%
Utilities	3,268,067	3,453,731	5.7%
Audit Revenue	2,024,420	2,499,961	23.5%
Furniture and Home Décor	1,719,220	1,878,289	9.3%
Communication	1,587,077	1,819,012	14.6%
Agricultural and Construction	1,597,712	1,686,163	5.5%
Services	1,429,837	1,612,049	12.7%
Leasing and Rentals	1,353,637	1,447,179	6.9%
Ranch Supply/Pet Needs	1,183,564	1,203,989	1.7%
Wholesale and Manufacturing	804,655	801,452	-0.4%
Hotel	428,088	492,915	15.1%

* Hotel tax above reflects sales tax collected and does not include Lodger's Tax collections

YTD Sales Tax Comparisons - By Geographical Area			
Category	YTD 2024	YTD 2025	% Change YTD
Out of State	$ 10,604,321	$ 16,134,565	52.2%
Milestone/Metzler	13,789,220	14,324,865	3.9%
Promenade	10,987,980	12,119,291	10.3%
Outlet Mall	8,120,619	9,395,635	15.7%
Downtown	5,946,196	6,483,625	9.0%
Out of Town	6,182,217	6,339,056	2.5%
Area Around Outlet Mall	6,096,481	6,272,773	2.9%
Remote Seller	4,209,487	6,194,637	47.2%
Wolfensberger	3,772,685	3,798,334	0.7%
Founders Market Place	2,601,427	2,785,174	7.1%
Audit Revenue	2,024,420	2,499,961	23.5%
Plum Creek	2,008,854	2,145,179	6.8%
Justice	1,247,829	1,248,577	0.1%
Meadows	1,047,636	1,239,106	18.3%
Misc/ Other	1,057,706	1,056,735	-0.1%

Attachment C

Investment Summary

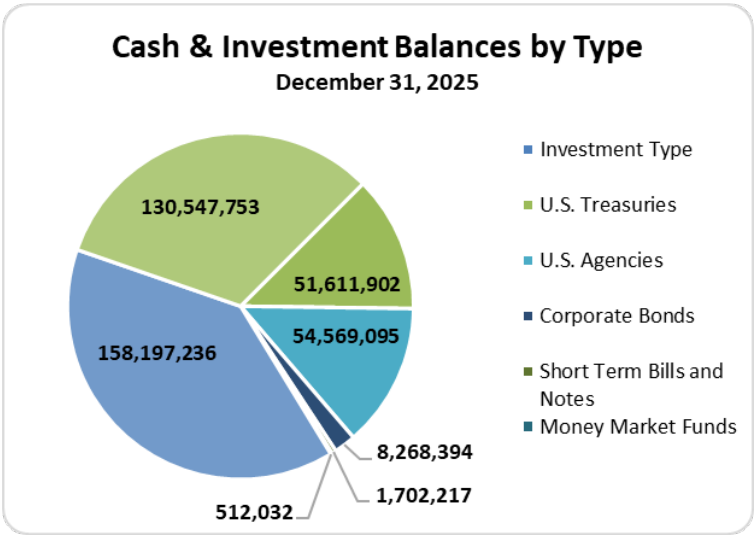
Conservative financial management is a core Town priority. Successful management of the Town's cash balances and investments supports long-range planning, as shown in the 2025 Budget and the 2025 – 2029 Five Year Capital Improvement Plan. The Town's total cash and investment balance as of December 31, 2025 is $405,408,629 which reflects a professional service cost of $22,178 and total investment earnings of $2,539,790 for the fourth quarter of 2025 and $10,387,776 total investment earnings year to date. The following includes information about the Town's cash and investment balances by Town fund. Please note that this may vary from other reported investment earnings and fund balance due to timing differences between budget and cash investment reporting. These balances include internal and external reservations of funds, and the accumulation of funding for future project needs. Additionally, the value of units in an investment portfolio can fluctuate and past performance is not indicative of future results. While the market change shows unrealized loss on investments, the Town's policy is to hold investments to maturity. The Town rarely sells these instruments and typically holds to maturity, which allows the unrealized loss to diminish as the investment approaches maturity.

As of 12/31/2025, the Town's Investment Earnings are:

	TOTAL Investment Earnings	Professional Srvc Cost	Net
1st Qtr	$ 2,629,571	$ 21,414	$ 2,608,157
2nd Qtr	2,596,518	21,717	2,574,801
3rd Qtr	2,709,146	21,940	2,687,206
4th Qtr	2,539,790	22,178	2,517,612
	$ 10,475,025	$ 87,249	$ 10,387,776

The Town maintains a conservative investment policy. The principal objectives include:

- Preservation and protection of capital
- Maintenance of sufficient liquidity
- Diversification to avoid unreasonable risk
- Attainment of adequate market rate of return
- Conformance with all stated regulations
- Investments held to maturity



As of 12/31/2025, the Town's Cash and Investment Balances by Fund are:

Governmental Activities	
General Fund	$ 51,475,644
Economic Development Fund	9,547,026
Parking Fund	660,865
TABOR Excess Revenue Fund	529,854
Transportation Fund	16,923,925
Capital Funds:	
Transportation Capital Fund	59,793,138
Parks Capital Fund	71,356,976
Fire Capital Fund	7,956,016
Facilities Capital Fund	2,663,191
Police Capital Fund	420,004
Other Governmental Funds:	
General Long Term Planning Fund	5,089,503
Parks and Rec Lodging Tax	798,044
Festival Park Commons GID	870,817
DDA TIF Fund	6,409,124
Conservation Trust Fund	7,585,020
Philip S. Miller Trust Fund	245,553
Public Art Fund	341,147
Police Forfeiture Fund	1,525
Public Safety Fund	545,406
Internal Service Funds:	
Employee Benefits Fund	9,965,734
Fleet Fund	13,966,062
Total Governmental Funds	$ 267,144,574
Business-type Activities	
Water Fund	$ 19,077,337
Water Resources Fund	73,486,037
Stormwater Fund	7,647,840
Wastewater Fund	26,838,312
Golf Fund	4,321,425
Community Center Fund	590,044
Development Services Fund	6,303,059
Total Enterprise Funds	$ 138,264,054
Total All Funds	$ 405,408,629

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 3. **File #:** ID 2026-067

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Brad Boland, AICP, Long Range Project Manager

Update: Residential Unit Data (through March 31, 2026) with Potential Buildout Estimates

Executive Summary

The purpose of this quarterly residential unit data update is to provide an overview of development activity and estimated population projections. This update includes data through the first quarter of 2026, ending on March 31, 2026. The data outlines the maximum zoning entitlements and growth areas approved by Council and provides an update on the pace of activity in each area of Town. During the first quarter of 2026, there were 39 single family units completed. The current estimates show an approximate population of 88,309 through March 31, 2026.

Staff continues to update the potential realistic buildout estimates as more information becomes available, and updates them with each quarterly report. The potential high and low buildout calculations provide more realistic unit and population estimates to aid in planning for future Town resources.

Attachments

Attachment A: Town of Castle Rock PD Zoning Map
Attachment B: Unit Data through March 31, 2026 with Potential Buildout Chart

Meeting Date: May 19, 2026

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Brad Boland, AICP, Long Range Project Manager

Title: **Update: Residential Unit Data (through March 31, 2026) with Potential Buildout Estimates**

Executive Summary

The purpose of this quarterly residential unit data update is to provide an overview of development activity and estimated population projections. This update includes data through the first quarter of 2026, ending on March 31, 2026. The data outlines the maximum zoning entitlements and growth areas approved by Council and provides an update on the pace of activity in each area of Town. During the first quarter of 2026, there were 39 single family units completed. The current estimates show an approximate population of 88,309 through March 31, 2026.

Staff continues to update the potential realistic buildout estimates as more information becomes available, and updates them with each quarterly report. The potential high and low buildout calculations provide more realistic unit and population estimates to aid in planning for future Town resources.

Discussion

Castle Rock, through most of its history, is a growth community. The growth we are experiencing is consistent with residential and commercial building activity across the Front Range and throughout the State of Colorado. Therefore, the pace of growth is an ongoing discussion. Growth in Castle Rock remained generally steady for 100 years between its founding in 1881 and 1980 when it grew from an original population of 88 to approximately 4,000 residents. Castle Rock did not see significant residential growth after WWII, a trend common among other Front Range communities. Instead, the opening of the Outlet Mall in 1992 coincides with an increase in the residential growth rate that continues today. The population more than doubled between 1990 and 2000 when it grew from approximately 8,000 residents to more than 20,000 residents. The population doubled again through 2010 when it reached approximately 49,000 residents and continues to grow with the current population estimated at approximately 88,309 residents as of March 31, 2026.

Castle Rock's growth rate over the past 20 years has generally exceeded the economic conditions regionally and nationally. Given the pace of growth to date, data shows that existing larger planned communities such as Meadows, Founders, Castle Oaks / Terrain, and Crystal Valley Ranch have taken decades to reach this point in development. Predicting the pace of growth is difficult because it is influenced by many factors, most notably the economy, interest rates, the homebuilding market, topography and soil conditions as well as political decisions related to development regulations.

The data outlined herein provides information through the first quarter of 2026. The analysis compares the maximum number of zoned residential units to the number of units that received a certificate of occupancy. Zoning entitlements can be amended, and home building is on-going. Therefore, this report is updated quarterly to provide information to Town Council and our residents.

Development Types and Impacts

The Town's existing zoning entitlements include approximately 130 planned developments (PD) and associated PD amendments. The Town consists of very few "straight" zoned areas such as R-1 Single-Family Residence District. Single family detached residential in PD's accounts for the majority of the Town's built environment. Areas within the planned developments that allowed for higher density attached or multi-family development were built with fewer homes than the maximum allowed within any section of a planned development. Therefore, some areas may not ever reach their maximum allowed number of residential units.

Unlike other communities in the Denver metro area, Castle Rock is not flat. Factors to consider regarding potential build-out include the Skyline-Ridgeline Ordinance, severe and moderate slopes, major drainage corridors and cap rock. Many of the planned developments were zoned prior to the Skyline-Ridgeline Ordinance; therefore, parts of the Town that were zoned to allow homes now have building height and location restrictions to protect our skylines and ridgelines.

In staff's opinion, based upon discussions with the master planned community development teams and the information provided herein, staff suggests the likelihood of full buildout to reach the entitled number of units is highly unlikely.

Entitlement Data

Each planned development (PD) on **Table A** shows the PD's name, date of original zoning approval and corresponding PD number depicted on the Town's Zoning District Map to help identify the areas included with the unit counts. The map in **Attachment A** shows the geographic location of each PD area. **Table B** compares estimates since 2018.

Residential areas within the Town that are straight-zoned are primarily located within the downtown and Craig and Gould subdivision, denoted as “Central Castle Rock” in **Table A**. The “Maximum Zoned Units” and “Units Built (CO)” counts were further divided into single family (SF) or multi-family (MF) for each area. The SF numbers include single family detached and single family attached units, such as townhomes or paired homes. The multi-family numbers include single building attached units such as apartments or condominiums. In several cases, zoning for planned developments allows either single family or multi-family units within a specific planning area. In those situations, the units allowed were assigned to the multifamily category, as this represents the higher entitlement potential. If developed as single-family homes, the number of units actually developed would be less.

Table A: Comparison of Maximum Zoned Units to Built Units, through March 31, 2026

		MAXIMUM ZONED UNITS			UNITS BUILT (CO)		
PD #	Planned Developments (year initially zoned)	SF	MF	Total	SF	MF	Total
101	Alexander Place (2020)	26	99	**125**	0	0	**0**
109	Alexander Way (2023)	77	0	**77**	0	0	**0**
56	Arbors (2002)	0	80	**80**	0	0	**0**
81,95	Auburn Ridge (2013)	0	286	**286**	0	186	**186**
112	Brickyard (2025)	0	583	**583**	0	0	**0**
2	Brookwood (2003)	72	0	**72**	65	0	**65**
4	Cambridge Heights (2003)	0	100	**100**	0	0	**0**
107	Canyons Far South (2023)	515	0	**515**	0	0	**0**
5	Castle Highlands (1984)	132	200	**332**	127	200	**327**
6	Castle Meadows (1989)*	0	440	**440**	0	0	**0**
1,75,80,85,93	Castle Oaks /Terrain (2002)	1992	775	**2767**	2073	0	**2073**
8,10,39, 43,91,102	Castle Pines Commercial / Promenade (1987)	0	1410	**1410**	0	1362	**1362**
11	Castle Ridge East (1996)	30	0	**30**	28	0	**28**
12, 53	Castle Rock Estates - Diamond Ridge (1995)	126	0	**126**	126	0	**126**

		MAXIMUM ZONED UNITS			UNITS BUILT (CO)		
PD #	**Planned Developments (year initially zoned)**	**SF**	**MF**	**Total**	**SF**	**MF**	**Total**
27,28,71,74	Castleview Estates - The Oaks of Castle Rock (1985)	248	326	**574**	242	0	**242**
34	Castlewood Ranch (1998)	1300	0	**1300**	1287	0	**1287**
straight zones, downtown	Central Castle Rock (varies) NO maximum zoning**	1538	3462	**5000**	1536	1479	**3015**
62	Covenant At Castle Rock (2014)	58	0	**58**	58	0	**58**
55,70,72,98,99, 100	Crystal Valley Ranch (2000) and Ridge Estates (2020)	2722	753	**3475**	2939	0	**2939**
106	Dawson Trails (2023)	3450	2400	**5850**	0	0	**0**
63,92	Founders Village - Inc. Founders 24 and Bella Mesa (1985)	2776	2905	**5681**	2497	0	**2497**
45,86	Hazen Moore (2000)	243	0	**243**	161	0	**161**
17,83	Heckendorf Ranch (1985)	406	224	**630**	299	94	**393**
90	Hillside (2009)	120	0	**120**	22	0	**22**
19	Lanterns (2003)	1200	0	**1200**	813	0	**813**
41	Liberty Village (2004)	1245	0	**1245**	1197	0	**1197**
20,46,68	Maher Ranch (1988)	923	100	**1023**	774	96	**870**
70,38,82,89	Meadows (1985)	6867	4002	**10869**	7415	840	**8255**
22	Memmen Young Infill (1985)	559	476	**1035**	0	0	**0**
23,24,25,77,78	Metzler Ranch (1996)	1037	660	**1697**	748	580	**1328**
113	Pine Canyon (2025)	800	1000	**1800**	0	0	**0**
49,50,65	Plum Creek (1983)	3028	0	**3028**	1189	360	**1549**
	Plum Creek Ridge (2006)	92	70	**162**	120	0	**120**
29	Plum Creek South (1985)	307	198	**505**	137	0	**137**
31,60,84	Red Hawk (1996)	660	268	**928**	821	0	**821**
47,48	Scott II (1987)	85	220	**305**	78	220	**298**
	Sellers Landing PD (1982)	0	94	**94**	0	77	**77**
42	Stanbro PD (1987)	32	92	**124**	0	0	**0**
21, 34	Villages at Castle Rock / Echelon (1981) ***	0	542	**542**	125	238	**363**

		MAXIMUM ZONED UNITS			UNITS BUILT (CO)		
PD #	**Planned Developments (year initially zoned)**	**SF**	**MF**	**Total**	**SF**	**MF**	**Total**
58	Wolfensberger - formerly Graham PD (1996)	0	56	**56**	0	56	**56**
33,35,40,96	Woodlands - Inc. Scott Ranch (1983) Woodlands Crossing (1987)	990	0	**990**	540	0	**540**
36,69	Young American (1983)	78	1138	**1216**	375	186	**561**
		TOTAL ZONED UNITS			**TOTAL UNITS BUILT (CO)**		
		SF	**MF**	**Total**	**SF**	**MF**	**Total**
TOTAL UNITS		**33,734**	**22,959**	**56,693**	**25,792**	**5,974**	**31,766**
POPULATION ESTIMATES		**93,781**	**63,826**	**157,607**	**71,702**	**16,608**	**88,309**

*Castle Meadows does not have a maximum cap in the zoning; however 440 MF units were listed in the most recent traffic study for this property. This property could develop with more or less residential units.
**Central Castle Rock includes straight zoned land as R-1, R-2, R-3, and B zone areas in the Downtown Overlay that allow multifamily. There is no maximum cap in the zoning, so land area and typical densities have been used to estimate the area could develop out at 5,000 units.
***125 units platted as part of Villages, property later rezoned and included within Founders

Table B: Total Estimates Comparison

	MAXIMUM ZONED UNITS			UNITS BUILT (CO)		
End of Year	**SF**	**MF**	**Total**	**SF**	**MF**	**Total**
2018 units	31,744	22,800	54,544	20,498	3,828	24,326
2018 population estimates	96,502	45,600	142,102	61,106	7,656	68,762
2019 units	31,744	22,924	54,668	21,479	3,924	25,403
2019 population estimates	96,502	45,848	142,350	64,089	7,848	71,937
2020 units	31,770	23,162	54,932	22,438	4,001	26,439
2020 population estimates	96,581	46,324	142,905	67,004	8,002	75,006
2021 units	31,710	23,204	54,876	23,439	4,001	27,409
2021 population estimates	96,398	46,408	142,806	70,047	8,002	78,049
2022 units	31,386	24,429	55,777	24,469	4,766	29,235
2022 population estimates	95,413	48,858	144,271	73,178	9,532	82,710
2023 units	32,866	21,376	54,204	24,994	5,158	30,152
2023 population estimates	99,913	42,752	142,665	74,774	10,316	85,090
2024 units	32,893	21,376	54,269	25,412	5,668	31,080
2024 population estimates	92,100	59,853	151,953	71,154	15,870	87,024
2025 units	33,734	22,959	56,193	25,753	5,974	31,727
2025 population estimates	93,781	63,826	157,607	71,593	16,608	88,201

	MAXIMUM ZONED UNITS			UNITS BUILT (CO)		
End of Quarter 2026	**SF**	**MF**	**Total**	**SF**	**MF**	**Total**
1st Quarter 2026 units	33,734	22,459	56,193	25,792	5,974	31,766
1st Q population estimates	93,781	63,826	157,607	71,702	16,608	88,309
2nd Quarter 2026 units						
2nd Q population estimates						
3rd Quarter 2026 units						
3rd Q population estimates						
4th Quarter 2026 units						
4th Q population estimates						

Qualifiers

The data contained within **Table A** includes qualifiers, which can sometimes be difficult to predict. In some developments there is no land available to construct additional units. Examples include:

- Castle Highlands was zoned/entitled for 490 residential units in 1984. The existing number of platted lots and constructed homes is 422 with little land remaining to build the remaining homes allowed per the zoning entitlement.
- Memmen Young Infill was zoned/entitled for 1,035 residential units in 1985. The site includes severe topography, cap rock and areas that are subject to the Skyline/Ridgeline Ordinance, making it unlikely to reach full buildout.

The timing of these and other developments is unknown. Market conditions and site conditions impact development which may result in a reduction of unit counts at final development.

Several of the master planned communities have vesting rights while others do not. Some of the planned communities have vesting rights that have expired, but that does not allow for a significant change because all developments include legal agreements with the Town, referred to as Development Agreements (DA's) that specifically outline required improvements and timing for those improvements. The agreements are a contract between the Town and the owner that would be difficult to eliminate even though the vesting expired.

Based upon review of historical data and updated data contained herein, staff noted that several themes emerged:

- Because changing market conditions result in adjustments throughout the lifetime of a development, we cannot predict a precise build-out number or year on larger planned developments or the community as a whole.
- We cannot show a reduction to the entitled number of units unless the development team requests a rezone to reduce the unit count.
- We can accurately outline known circumstances, meaning we can identify the difference between maximum entitled unit counts and the total platted lot counts, where no additional lots can be constructed, and make estimates for the "realistic" potential buildout.
- We can update the data with new information to determine how local trends are impacting the pace and location of growth in the community.

Potential Buildout Estimates

Because of the many qualifiers associated with the maximum zoned units versus units-built calculations, staff analyzed the zoning entitlements further for each planned development zoning area. Staff evaluated the potential buildout based on availability of land, site constraints, and overall feasibility of the development to realistically build the total amount of units allowed within each planned development. The high buildout and low buildout potential offers a more realistic range of units for each area when the planned development is fully built **(Attachment B)**. While the current maximum units allowed per the zoning entitlements equates to a future Town population of approximately 157,607residents, a more realistic future population would be closer to 118,00 to 128,000 residents, or about 42,500 to 46,000 total homes.

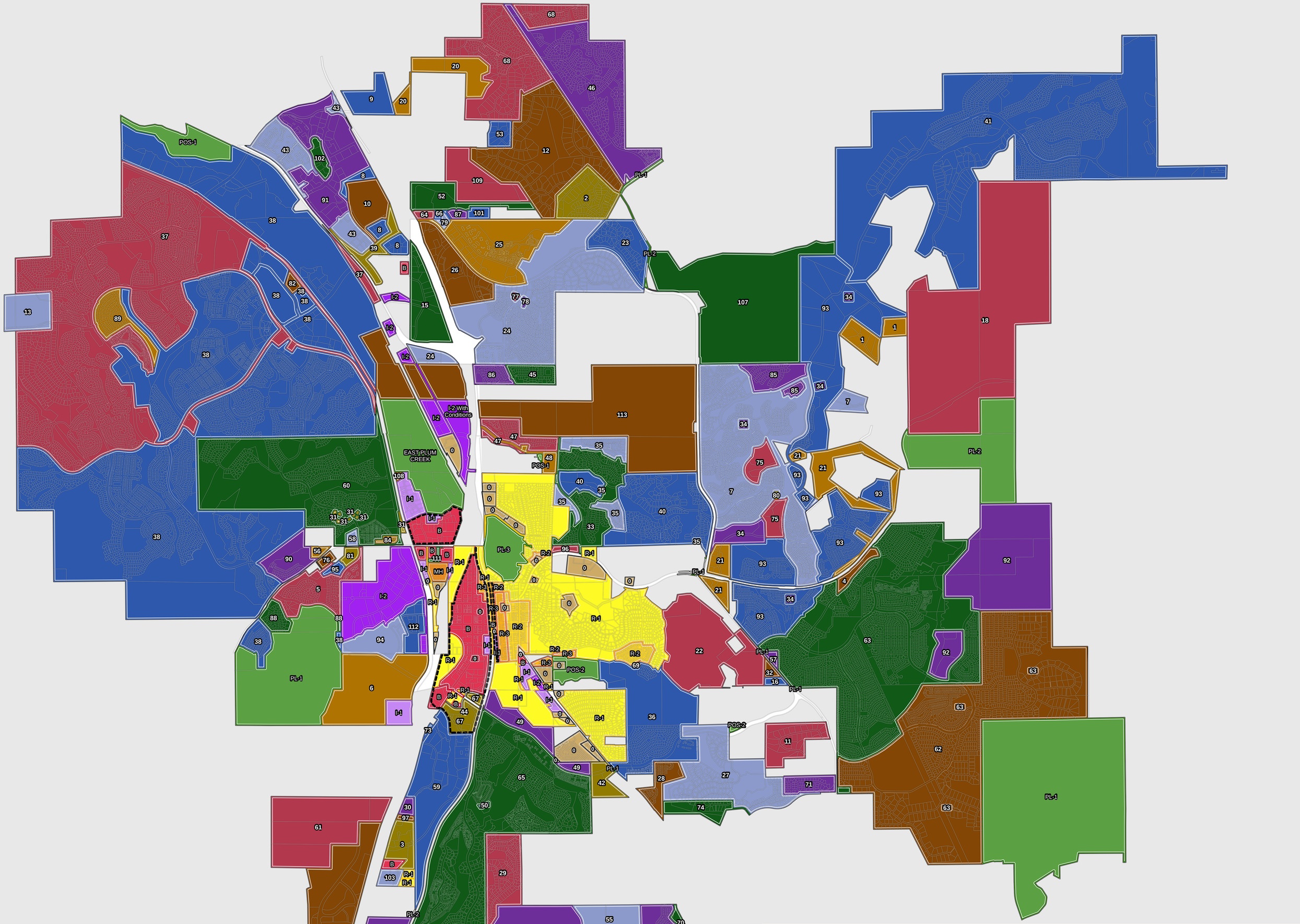
Findings

The data shows that the Comprehensive Master Plan adopted in 1999 and updated in 2002 and in 2017, was on track with projections that the Town may grow to an estimated 86,000 to 159,000 residents. The Town's current data, through March 31, 2026, is estimating a maximum zoned/entitled population of 157,607 residents. On average, given the amount of land available for development, the likelihood of the larger planned developments reaching the maximum density allowed through entitlements is low because there are a larger number of entitled units remaining than available land to build those units. Potential buildout analysis estimates a more realistic buildout population of 118,000 to 128,000 residents.

The Town of Castle Rock is an attractive community to live, work and play in, and we expect it will continue to attract residential and commercial growth for many years to come.

Attachments

Attachment A: Town of Castle Rock PD Zoning Map
Attachment B: Unit Data through March 31, 2026 with Potential Buildout Chart



Planned Development Zoning

An illustration of the names and boundaries of all Planned Developments and Amendments. There is no significance represented by the colors used except to delineate boundaries. Numbers in table do not represent chronological order of Planned Development approvals. There are two types of zoning mapped within the Town: Standard Zone districts and Planned Development (PD) districts. Standard Zoning consists of a series of pre-established districts. The criteria for these zone districts (permitted uses, setback requirements, and maximum building heights) remain the same, no matter where the zone is located. Standard Zoning is an historic approach to land use management and is still in effect for the core of Town, which refers to the older downtown area and nearby residential areas. Each Planned Development district is unique and relates to a development plan that was prepared specifically for that property (typically large properties). All "newer" communities situated within the Town are zoned PD. For a detailed explanation of zoning requirements, specific to either Standard or PD Zoning districts, refer to Title 17 of the Town of Castle Rock Municipal Code.

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

The data presented has been compiled from various sources,each of which introduces varying degrees of inaccuraciesor inconsistencies. Such discrepancies in data are inherent and in supplying this product to the public the Town of Castle Rock assumes no liability for its use or accuracy.For questions orcomments regarding omissions, corrections, or updates please visit CRgov.com/directory for contact information.

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Map Revised: 12/17/2025

0 0.25 0.5 1 Miles

1. 1ST AMD TO CASTLE OAKS PRELIM PD SITE PLAN AMD 1
2. BROOKWOOD PD
3. BURT AT CASTLE ROCK PD
4. CAMBRIDGE HEIGHTS PD
5. CASTLE HIGHLANDS MAJOR MODIFICATION
6. CASTLE MEADOWS INTERCHANGE OVERLAY PDP
7. CASTLE OAKS AMENDMENT NO. 1
8. CASTLE PINES COMMERCIAL AMENDMENT (1995)
9. CASTLE PINES COMMERCIAL MAJOR MODIFICATION
10. CASTLE PINES COMMERCIAL PD
11. CASTLE RIDGE PD
12. CASTLE ROCK ESTATES I AMENDMENT
13. CHURCH OF THE ROCK PD
14. CREEKSIDE PD
15. DOUGLAS COUNTY JUSTICE CENTER MAJOR MODIFICATION
16. FAITH LUTHERAN CHURCH PD
17. HECKENDORF RANCH AMENDMENT NO. 2
18. HERITAGE FARM PD
19. THE LANTERNS AMENDMENT NO. 4
20. MAHER RANCH PD
21. MALL AND OFFICE CENTER INFILL
22. MEMMEN YOUNG INFILL
23. METZLER RANCH 2ND MAJOR AMENDMENT
24. METZLER RANCH PD (1996)
25. METZLER RANCH THIRD MAJOR AMENDMENT
26. MILESTONE OFFICE CAMPUS AMENDED (1998)
27. OAKS OF CASTLE ROCK AMENDMENT NO.1
28. OAKS OF CASTLE ROCK PD
29. PLUM CREEK SOUTH PD
30. PLUM CREEK WEST PD
31. RED HAWK PD
32. RIDGE VIEW PD
33. SCOTT RANCH PD
34. VILLAGES AT CASTLE ROCK PD
35. WOODLANDS MINOR MODIFICATION
36. YOUNG AMERICAN PD
37. MEADOWS THIRD AMENDMENT
38. MEADOWS FOURTH AMENDMENT
39. MEADOWS PARKWAY PD
40. WOODLANDS SECOND AMENDMENT
41. LIBERTY VILLAGE 2ND AMENDMENT
42. STANBRO PD
43. CASTLE PINES COMMERCIAL AMENDMENT (2000)
44. CENTRE ON PLUM CREEK FLG 2 AMENDED
45. HAZEN MOORE AMENDMENT
46. MAHER RANCH MAJOR AMENDMENT (PHASE 1)
47. SCOTT II MAJOR MODIFICATION
48. SCOTT II AMENDED
49. PLUM CREEK FIRST AMENDMENT
50. PLUM CREEK SECOND AMENDMENT
51. PLUM CREEK POINTE AMENDMENT
52. COOPER-HOOK PD
53. CASTLE ROCK ESTATES II PD
54. DAWSON RIDGE AMENDMENT
55. CRYSTAL VALLEY RANCH MAJOR AMENDMENT
56. ARBORS PD
57. MT. ZION LUTHERAN CHURCH PD
58. WOLFENSBERGER PDP
59. BROOKSIDE BUSINESS CENTER AMENDED
60. RED HAWK AMENDMENT NO. 1
61. WESTFIELD TRADE CENTER 2ND AMENDMENT
62. CASTLEWOOD RANCH MINOR AMENDMENT
63. FOUNDERS VILLAGE AMENDED (1994)
64. 1-25 AND FOUNDERS PKWY CONOCO PD
65. PLUM CREEK AMENDED
66. MAIN PLACE PD
67. MILLER RANCH PD
68. MAHER RANCH MAJOR AMENDMENT (PHASE 2)
69. YOUNG AMERICAN SECOND AMENDMENT
70. CRYSTAL VALLEY RANCH 2ND AMENDMENT
71. OAKS OF CASTLE ROCK AMENDMENT NO. 3
72. CRYSTAL VALLEY RANCH 4TH AMENDMENT
73. DEMIS PD
74. OAKS OF CASTLE ROCK AMENDMENT NO. 4
75. CASTLE OAKS AMEND NO. 1 PPD, 2ND
76. EPIPHANY EVANGELICAL LUTHERAN CHURCH
77. METZLER RANCH PPD 4TH AMENDMENT
78. METZLER RANCH PD 5TH AMENDMENT
79. SHOPPES ON FOUNDERS
80. CASTLE OAKS AMEND NO. 1 PPD, 3RD
81. AUBURN RIDGE PDP NO. 1
82. MEADOWS PDP NO.1
83. HECKENDORF RANCH PDP AMD NO.4
84. RED HAWK CROSSING PDP
85. CASTLE OAKS ESTATES PDP NO. 1
86. HAZEN MOORE PDP NO. 1
87. MONTANA VISTA PDP
88. COVENANT AT CASTLE ROCK PDP
89. MEADOWS PDP NO. 2
90. HILLSIDE PDP
91. PROMENADE AT CASTLE ROCK PDP
92. BELLA MESA PDP
93. TERRAIN PDP
94. MILLER'S LANDING INTERCHANGE OVERLAY PDP
95. AUBURN RIDGE PDP NO. 1 AMD 1
96. CALVARY CHAPEL PDP
97. YOUR STORAGE CENTER AT CASTLE ROCK PDP
98. CRYSTAL VALLEY RANCH PDP AMD NO. 5
99. CRYSTAL VALLEY RANCH PDP AMD NO. 6
100. RIDGE ESTATES PD
101. ALEXANDER PLACE PD
102. PROMENADE AT CASTLE ROCK PD AMD 1
103. SANDERS BUSINESS PARK PDP
106. DAWSON TRAILS
107. CANYONS FAR SOUTH
109. ALEXANDER WAY PD
110. PLUM CREEK PD 3RD AMENDMENT
111. 826 PARK STREET EXPANSION AND 200 WOLFENSBERGER ROAD
112. THE BRICKYARD DEVELOPMENT AGREEMENT
113. PINE CANYON PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

Data through March 30, 2026, please note that these are estimates, and numbers are subject to change

		MAXIMUM ZONED UNITS			UNITS BUILT (CO)			Potential HIGH Buildout				Potential LOW Buildout				Realistic Notes:
PD #	Planned Developments (year initially zoned)	SF	MF	Total	SF	MF	Total	SF	MF	Total	delta from Max Zoned	SF	MF	Total	delta from Max Zoned	
101	Alexander Place (2020)	26	99	**125**	0	0	**0**	0	134	**134**	9	26	99	**125**	0	Low is existing zoning High is recent Preapp proposal - would need a Rezone.
109	Alexander Way (2023)	77	0	**77**	0	0	**0**	77	0	**0**	0	77	0	**0**	0	SDP approved for full buildout
56	Arbors (2002)	0	80	**80**	0	0	**0**	0	80	**80**	0	38	0	**38**	-42	Zoning allows either 80 MF or 38 SF
81,95	Auburn Ridge (2013)	0	286	**286**	0	186	**186**	0	286	**286**	0	0	266	**266**	-20	High includes approved Lot 2 100 Unit MF. Low assumes a 20 unit decrease
112	Brickyard (2025)	0	583	**583**	0	0	**0**	0	583	**583**	0	0	384	**384**	-199	High is build out at full entitlments. Low is approved SDP of 384 units.
2	Brookwood (2003)	72	0	**72**	65	0	**65**	72	0	**72**	0	72	0	**72**	0	All lots Platted, no more land to plat.
4	Cambridge Heights (2003)	0	100	**100**	0	0	**0**	0	63	**63**	-37	35	0	**35**	-65	High - Assumed MF at 9 units/acre (similar to Echelon Project) Low - Assumed SFA at 5 units/acre
107	Canyons Far South (2023)	515	0	**515**	0	0	**0**	515	0	**515**	0	515	0	**515**	0	SDP approved is for full build out
5	Castle Highlands (1984)	132	200	**332**	127	200	**327**	131	200	**331**	-1	131	200	**331**	-1	All lots Platted, no more land to plat.
6	Castle Meadows (1989)*	0	440	**440**	0	0	**0**	0	1500	**1500**	1060	0	400	**400**	-40	High - Property Builds out all MF at 12 du/acre Low - Property builds out with 400 MF, rest commercial.
1,75,80,85,93	Castle Oaks /Terrain (2002)	1992	775	**2767**	2073	0	**2073**	2180	0	**2180**	-587	2073	0	**2073**	-694	High Includes North Basin SDP Phase II for 105 units. Phase I already platted, Phase II under review.
8,10,39, 43,91,102	Castle Pines Commercial / Promenade (1987)	0	1410	**1410**	0	1362	**1362**	0	1362	**1362**	-48	0	1362	**1362**	-48	Includes approved Promenade multifamily zoning of 300 units
11	Castle Ridge East (1996)	30	0	**30**	28	0	**28**	28	0	**28**	-2	28	0	**28**	-2	All lots Platted, no more land to plat.
12, 53	Castle Rock Estates - Diamond Ridge (1995)	126	0	**126**	126	0	**126**	126	0	**126**	0	126	0	**126**	0	All lots Platted, no more land to plat.
27.28,71,74	Castleview Estates - The Oaks of Castle Rock (1985)	248	326	**574**	242	0	**242**	367	0	**367**	-207	367	0	**367**	-207	SDP approved for 128 units. Applicant has submitted a preapp to amend for a few additional units. Unclear if zoning would allow. Developers have indicated that they need every unit possible to make project pencil out.
34	Castlewood Ranch (1998)	1300	0	**1300**	1287	0	**1287**	1292	0	**1292**	-8	1292	0	**1292**	-8	All lots Platted, no more land to plat.
straight zones, downtown	Central Castle Rock (varies) NO maximum zoning**	1538	3462	**5000**	1536	1479	**3015**	1538	2237	**3775**	-1225	1538	2037	**3575**	-1425	Estimating potential development of Downtown to be 800 High and 600 Low for MF
62	Covenant At Castle Rock (2014)	58	0	**58**	58	0	**58**	58	0	**58**	0	58	0	**58**	0	All lots Platted, no more land to plat.
55,70,72,98,99, 100	Crystal Valley Ranch (2000) and Ridge Estates (2020)	2722	753	**3475**	2939	0	**2939**	3215	96	**3311**	-164	3164	0	**3164**	-311	Commercial area can have multi-family at 24 du per acre
106	Dawson Trails (2023)	3450	2400	**5850**	0	0	**0**	3450	2400	**5850**	0	3450	600	**4050**	-1800	High based off full build out, Low based off assumptions of 4000 units total
63,92	Founders Village - Inc. Founders 24 and Bella Mesa (1985)	2776	2905	**5681**	2497	0	**2497**	3007	105	**3112**	-2569	3082	105	**3187**	-2494	Bella Mesa North allows for 525 single family units. Bella Mesa South SDP for 105 units. Expect close to full build out to make project pencil out due to capstone.
45,86	Hazen Moore (2000)	243	0	**243**	161	0	**161**	161	0	**161**	-82	161	0	**161**	-82	All lots Platted, no more land to plat.

		MAXIMUM ZONED UNITS			UNITS BUILT (CO)			Potential HIGH Buildout				Potential LOW Buildout				Realistic Notes:
PD #	Planned Developments (year initially zoned)	SF	MF	Total	SF	MF	Total	SF	MF	Total	delta from Max Zoned	SF	MF	Total	delta from Max Zoned	
17,83	Heckendorf Ranch (1985)	406	224	**630**	299	94	**393**	300	102	**402**	-228	300	102	**402**	-228	Includes approved Canvas SDP. No other lots available for residential development
90	Hillside (2009)	120	0	**120**	22	0	**22**	119	0	**119**	-1	119	0	**119**	-1	SDP approved for 120 units. Has approved lot line vacation (119 units)
19	Lanterns (2003)	1200	0	**1200**	813	0	**813**	1200	0	**1200**	0	1200	0	**1200**	0	SDP approved for full development at 1200 units and is currently under construction
41	Liberty Village (2004)	1245	0	**1245**	1197	0	**1197**	1238	0	**1238**	-7	1238	0	**1238**	-7	All lots Platted, no more land to plat.
20,46,68	Maher Ranch (1988)	923	100	**1023**	774	96	**870**	768	96	**864**	-159	768	96	**864**	-159	All lots Platted, no more land to plat.
70,38,82,89	Meadows (1985)	6867	4002	**10869**	7415	840	**8255**	7434	1114	**8548**	-2321	7454	1014	**8468**	-2401	MF High is based off esimate of 100 mixed units in TC 174 units of Senior Housing in COI (Infinity) MF Low is based off 174 SH units in COI (Infinity) SF High is based off of SDP approvals SF low is based off of SDP approvals
22	Memmen Young Infill (1985)	559	476	**1035**	0	0	**0**	710	0	**710**	-325	600	0	**600**	-435	Realistic High includes proprosed units of rezone (Founders Vista) and max units of remaining use area not in rezone. Realistic low knocks out some units of Founders Vista and puts remaining parcel at a more nominal 5 units per acre
23,24,25,77,78	Metzler Ranch (1996)	1037	660	**1697**	748	580	**1328**	751	660	**1411**	-286	727	660	**1387**	-310	Remaining property with entitlement of 69 units donated to the Town .
113	Pine Canyon (2025)	800	1000	**1800**	0	0	**0**	800	100	**775**	-1025	600	500	**1300**	-500	Low assumes 75 percent single family buildout and 50% multifamily buildout. High assumes full buildout
49,50,65	Plum Creek (1983)	3028	0	**3028**	1189	360	**1549**	1191	360	**1551**	-1477	1191	360	**1551**	-1477	Assumes no new construction. Only way to add more units is to rezone Golf Course or open space. Emeral Hills and Mount Royal still to be completed
	Plum Creek Ridge (2006)	92	70	**162**	120	0	**120**	120	0	**120**	-42	120	0	**120**	-42	All lots Platted, no more land to plat.
29	Plum Creek South (1985)	307	198	**505**	137	0	**137**	140	0	**140**	-365	140	0	**140**	-365	All lots Platted, no more land to plat.
31,60,84	Red Hawk (1996)	660	268	**928**	821	0	**821**	826	0	**826**	-102	826	0	**826**	-102	All lots Platted, no more land to plat.
47,48	Scott II (1987)	85	220	**305**	78	220	**298**	78	220	**298**	-7	78	220	**298**	-7	All lots Platted, no more land to plat.
	Sellers Landing PD (1982)	0	94	**94**	0	77	**77**	0	82	**82**	-12	0	82	**82**	-12	Includes recently approved 5 Unit SDP
42	Stanbro PD (1987)	32	92	**124**	0	0	**0**	32	92	**124**	0	16	46	**62**	-62	Low assumes significant flood plain issues impacting number of units significantly (estimate of 50%).
21, 34	Villages at Castle Rock / Echelon (1981) ***	0	542	**542**	125	238	**363**	125	238	**363**	-179	125	238	**363**	-179	Single property allows for 12 units of SF. May not be feasible to build on property
58	Wolfensberger - formerly Graham PD (1996)	0	56	**56**	0	56	**56**	0	56	**56**	0	0	56	**56**	0	All lots Platted, no more land to plat.
33,35,40,96	Woodlands - Inc. Scott Ranch (1983) Woodlands Crossing (1987)	990	0	**990**	540	0	**540**	605	0	**605**	-385	605	0	**605**	-385	All lots Platted in Scott Ranch, no more land to plat. 54 units available in Woodlands Crossing

		MAXIMUM ZONED UNITS			UNITS BUILT (CO)			Potential HIGH Buildout				Potential LOW Buildout				Realistic Notes:
PD #	Planned Developments (year initially zoned)	SF	MF	Total	SF	MF	Total	SF	MF	Total	delta from Max Zoned	SF	MF	Total	delta from Max Zoned	
36,69	Young American (1983)	78	1138	**1216**	375	186	**561**	1012	186	**1198**	-18	825	186	**1011**	-205	High includes maximum number of units zoned in undeveloped planning areas. Low is based off recent PREAPP received minus 30 lots
		ZONED UNITS			UNITS BUILT (CO)			Potential HIGH Buildout				Potential LOW Buildout				
		SF	MF	Total	SF	MF	Total	SF	MF	Total	delta from Max Zoned	SF	MF	Total	delta from Max Zoned	
TOTAL UNITS		**33,734**	**22,959**	**56,693**	**25,792**	**5,974**	**31,766**	**33,666**	**12,352**	**45,816**	**(10,800)**	**33,165**	**9,013**	**42,301**	**(14,315)**	
POPULATION ESTIMATES		**93,781**	**63,826**	**157,607**	**71,702**	**16,608**	**88,309**	**93,591**	**34,339**	**127,930**	**(29,677)**	**92,199**	**25,056**	**117,255**	**(40,352)**	

*Castle Meadows does not have a maximum cap in the zoning, however 440 MF units was listed in the most recent traffic study for this property. This property could develop with more or less residential units.

**Central Castle Rock includes straight zoned land as R-1, R-2, R-3, and B zone areas in the Downtown Overlay that allow multifamily. There is no maximum cap in the zoning, so land area and typical densities have been used to determine the area could develop out at 5,000 units.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 4. **File #:** ID 2026-068

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Development Services Project Updates

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

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

Please see the attached Staff Memorandum for project details.

Meeting Date: June 2, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

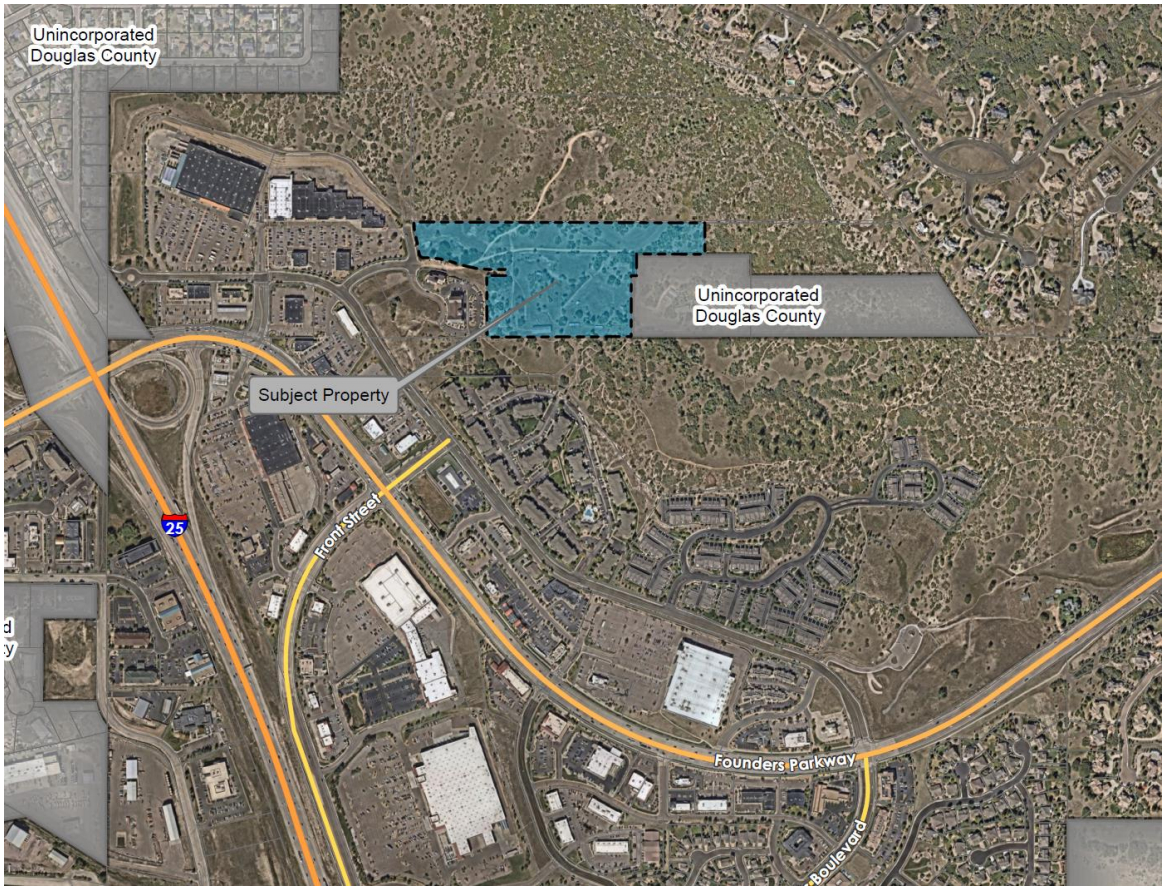
From: Tara Vargish, PE, Director of Development Services

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

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

New Quasi-Judicial Applications Requiring Public Hearings

Alexander Place — PDP Amendment



Staff has received a quasi-judicial application from Alexander Place Investors, LLC requesting a PDP Amendment for the Alexander Place Planned Development Plan. The applicant is proposing to rezone a 7.142-acre portion of the Cooper-Hook PDP and the 8.37-acre Alexander Place PDP, creating a combined site of approximately 15 acres for the development of 50 single-family homes. The site is generally located east of the intersection of Alexander Place and Montana Vista Way. Please see the attached vicinity map and proposed plan. The PDP Amendment will require public hearings before the Planning Commission for review and recommendation, and Town Council for review and final decision. This project is in Councilmember Davis' district.

Pine Canyon Planning Areas 2 & 3 — SDP

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

New Pre-Application Meeting Requests

The Meadows Day Care Learning Experience

Staff received a pre-application meeting request seeking information on application and submittal requirements for a proposed 10,000 square foot daycare learning center with approximately 5,500 square feet of playground area. The proposed 3.1± acre site will utilize the existing shared vehicular access point with the Church of Latter Day Saints to the north and will incorporate necessary utility and drainage improvements. The site has a previously approved Site Development Plan for a daycare center, known as The Learning Experience, along with a future office/retail building. The proposed project is located south of the intersection of Painthorse Drive and Meadows Boulevard, in Councilmember Hollingshead's district.

The Meadows Castle Rock Restaurant

Staff received a pre-application meeting request seeking information on application and submittal requirements to amend a previously approved SDP for a restaurant location in the Meadows Town Center. The proposed revisions include updates to the architecture and other minor site modifications. The project site is located southwest of the intersection of Future Street and Meadows Boulevard, in Councilmember Bracken's district.

Promenade New Multi-Tenant Retail Building

Staff received a pre-application meeting request seeking information regarding application and submittal requirements for a proposed 9,300-square-foot multi-tenant building within the Promenade development. The proposed building is anticipated to be fully leased to three tenants: Snooze Restaurant, Chewy Vet Care, and Mendocino Farms, a sandwich and salad quick-service restaurant. The proposed project site is located north of the intersection of Promenade Parkway and Castlegate Drive West, within Councilmember Davis's district.

Promenade New UCHealth Medical Office

Staff received a pre-application meeting request regarding application and submittal requirements for a proposed UCHealth medical office development within The Promenade Planned Development. The project includes a 50,000-square-foot, two-story medical office building on approximately 4.45 acres of currently undeveloped land encompassing three parcels. The proposed site plan includes 250 parking spaces and two access points from Atrium Drive. The site is located north of the intersection of Atrium Drive and Factory Shops Boulevard, within Councilmember Davis' district.

Wagner Pine Canyon

Staff received a pre-application meeting request seeking information on application and submittal requirements for a proposed Wagner Equipment rental facility. The proposal includes a 21,500-suare-foot building, 46 parking spaces, and storage yard area. The site is located south of the intersection of Kellogg Court and Liggett Road, in Councilmember Davis' district.

Ongoing Development Activity:

Commercial Development Activity

- **Promenade:**
  - Chick-Fil-A site plan review for changes to drive through lanes
  - Lazy Dog Restaurant site and building construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
  - Sams Club site plan review for façade improvements
  - Whataburger, site plan review for a new 3,380 square foot fast food restaurant, located northeast of the intersection of Alpine Vista Circle and Promenade Parkway.
- **Meadows:**
  - Advent Health Cancer Center, site and building construction for a 920 square foot addition for a linac vault, located southeast of the intersection of Meadows Boulevard and Sabercat Way.
  - Castle Rock Collective, site plan approved for a new 14,021 square foot restaurant, located at the northeast corner of Meadows Boulevard and Bilberry Street.
  - DXD Storage, site plan review for 99,980 square feet of self-storage facility, located along Timber Mill Parkway on the west side of North Meadows Parkway.
  - Findlay Toyota, site construction for a new 94,657 square foot auto dealership located on Timber Mill Parkway on the east side of North Meadow Parkway
  - Limelight Center at the Meadows, site plan review for two retail buildings totaling 19,445 square feet, located east of the intersection of meadows Parkway and Prairie Hawk Drive.
  - New Hope Church Rezoning, PDP approved to allow for a medical office building, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard.
  - StorHaus Garage Condos, site and building construction for 3 buildings and a clubhouse, consisting of 38 garage condo units, located on the northeast corner of Regent Street and Carnaby Lane.

- **Downtown:**
  - Circle K, TCO issued for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
  - City Hotel, historic preservation and site plan approved for a 33-room hotel, located at 415 N. Perry Street.
  - Rivers Church, site development plan (façade only) review to renovate the west façade of the units at 136 and 138 South Wilcox Street.
  - Scileppi's 2nd Phase, site and building construction to demolish the 1980 addition and build a new addition, located at 210 Third Street.
  - Snarf's, site plan review for parking lot improvements.

- **Dawson Trails Residential/Commercial**:
  - Costco, Dawson Trails, site construction for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
  - Dawson Trails E2 Townhomes, site development plan under review for 100 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
  - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan

approved for the northern segment of Dawson Trails Boulevard.
  - Dawson Trails Filing No. 2 Infrastructure, plat and construction plans approved for 97-acre area.
  - Dawson Trails Planning Area D, site construction underway for 256 single-family residential lots, and 13 acres of open space.
  - Dawson Trails Red Zone Tanks and Pump House, under construction for red zone water infrastructure in Dawson Trails.
  - Dawson Trails Planning Area B-1, site construction underway for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County.
  - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
  - Garrett Dawson Trails Multi-Family Site Development Plan, a 324-unit apartment complex on 12.6 acres in Dawson Trails, located southwest of Dawson Trails Boulevard and Blanca Peak Parkway.
  - King Soopers, Dawson Trails, site plan review for a new 100,000-square-foot grocery store, fuel station, located south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard.
  - Off-site Sanitary Sewer, Dawson Trails, under construction for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
  - Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.

- **Other Commercial Projects throughout Town:**
  - Advent Health Medical Office Building, site and building construction for a new medical office building to include a freestanding emergency department, west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.
  - Berkenkotter RV and Trailer Sales, site plan review for the modification of an existing site and building to accommodate the sale of RVs and Trails at 1070 Brookside Cir.
  - Castle Oaks Church, site plan review for the expansion of the Castle Oaks Church parking lot.
  - Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
  - Clock Tower Dental, site plan review for a new dental office located at 852 Maleta Lane.
  - Discount Tire, site and building construction for 530-square-foot storage addition, located at 102 E. Allen Street.
  - Founders Marketplace, Dunkin Donuts, site and building construction for a new restaurant with drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
  - Front Range Construction, site plan and construction documents approved for a new 5,000 office and storage building, located southwest of the intersection of Topeka Way and Prairie Hawk Drive.
  - Garage Condos, site and building construction, located on Liggett Road.

- Heroes Hall, site plan review for a 14,097-square-foot office building and meeting hall, located northwest of the intersection of Fairgrounds Road and Plum Creek Parkway.
- Foundation auto dealership, site plan approved and plat under review for a new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
- Murphy Express, site and building construction for a 2,800-square-foot convenience store and gas station, located at 186 Metzler Drive.
- Outlets at Castle Rock, site construction for two new pad sites on the mall's west side on Factory Shops Boulevard.
- Plum Creek Church, site plan review for the expansion of Plum Creek Church, located at 960 S I-25 (Frontage Road).
- QuikTrip, site plan review for a new gas station and 6,445-square-foot convenience store, located at the northwest corner of Wolfensberger Road and Caprice Drive.
- Ridgeview Town Center, Annexation and PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N. Valley Drive and Fifth Street.
- Sanders Business Park, SDP Amendment for a 14,500 building that will have 3,250 SF of office and the remaining will be warehouse, located south of The Plum Creek Community Church.
- The Brickyard, site plan approved and construction document review for a mixed-use development with a maximum of 600 multifamily dwelling units, located on the south end of Prairie Hawk Drive.
- Wellspring annexation petition to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 E. Wolfensberger Road, for future Wellspring facilities.
- World Compass Academy, site development plan review for parking lot expansion, located at 2490 S. Perry Street.

Residential Development Activity:

- Alexander Plance, rezoning to amend the zoning of the Alexander Place and Cooper Hook PDs to allow for 50 single family detached homes.
- Auburn Heights Apartments, rezoning to amend the zoning and the currently approved site development plan to allow 104 multifamily units for Lot 2 of Auburn Ridge.
- Bella Mesa North, construction document and plat review for a portion of the approved 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Canyons Far South, site construction for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multifamily, site plan review for new four-story multifamily building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Filing 14, Block 2, Lot 1, proposed site development plan for 112 single-family detached homes and 3.7 acres of open space, located near the intersection of Snow Goose Road and Fabled Oaks Drive.
- Crystal Valley Ranch Mixed-Use site plan review for 24 residential units and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, home construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the

southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.

- Hillside, home construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, home construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Pine Canyon PDP Planning Areas 2 &, site plan review for 133 single-family detached lots, located west of the intersection of Founders Parkway and Rising Sun Drive. The Oaks Filing 2A, site construction for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site and home construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch.
- Soleana, site plan approved and construction documents under review for 55 custom home sites and 22 live/work units on 77.96 acres, located east of the Silver Heights neighborhood and west of the Diamond Ridge Estates neighborhood.
- Terrain North Basin, Phase 2, site plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Unity on Wolfensberger TCO issued to convert the previous 70-room Quality Inn Hotel into a 24-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road. Final site construction is still ongoing.

DEVELOPMENT ACTIVITY HIGHLIGHTS

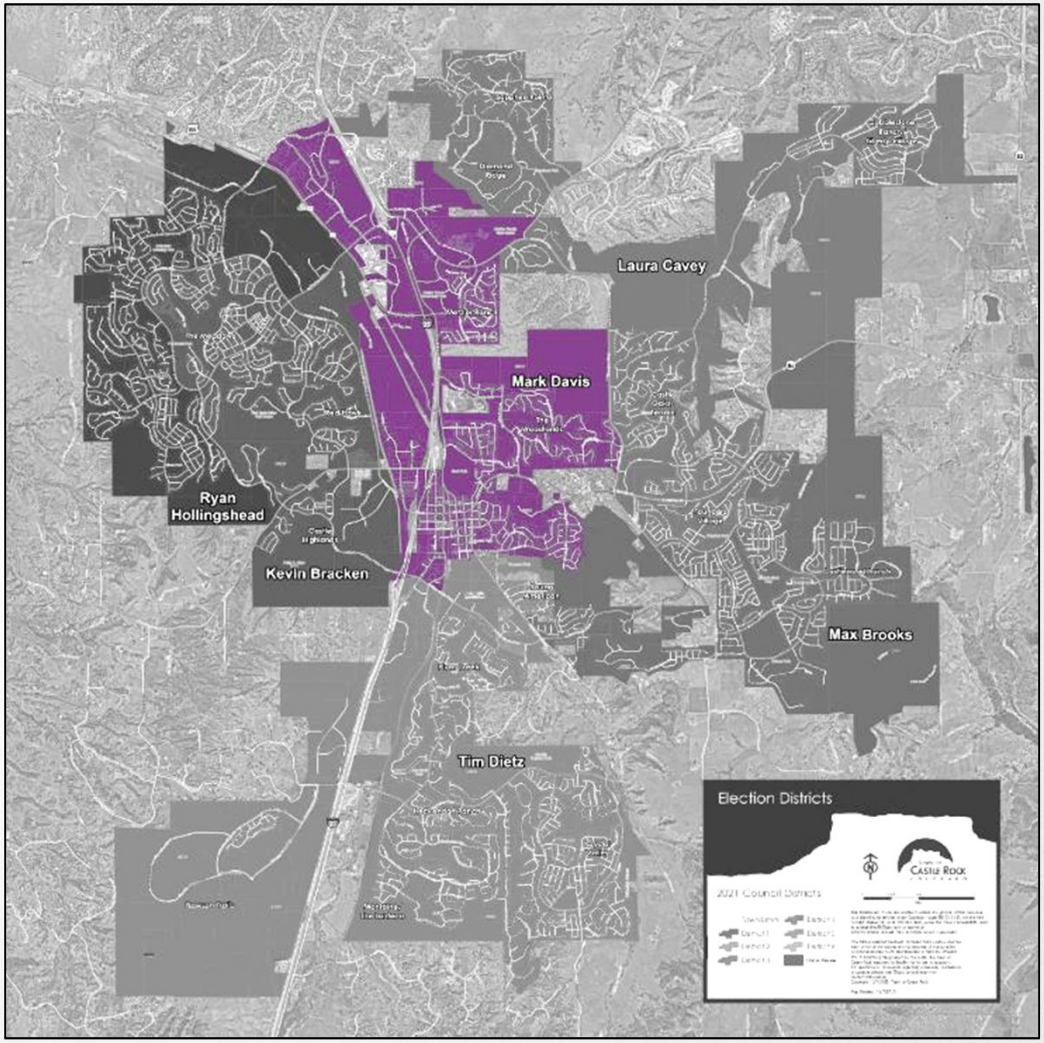
TOWN COUNCIL
JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

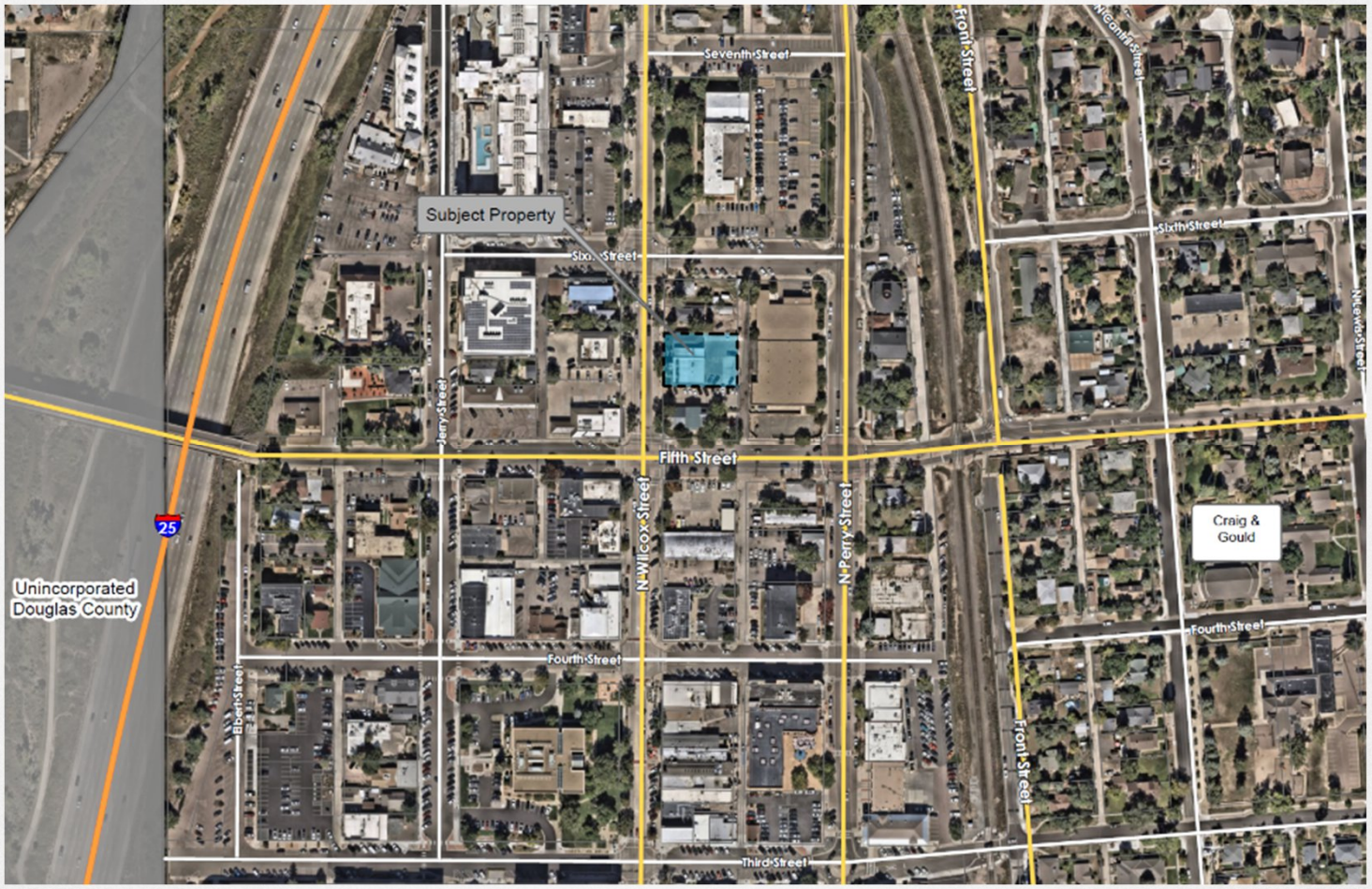
NEW QUASI-JUDICIAL APPLICATIONS

< 2 >

DISTRICT 4 – COUNCILMEMBER DAVIS



512 N. WILCOX RENOVATION SDP



- Site Development Plan under review with a future DRB meeting
- Renovation includes façade changes, deck and interior enhancements
- 0.32 acre site

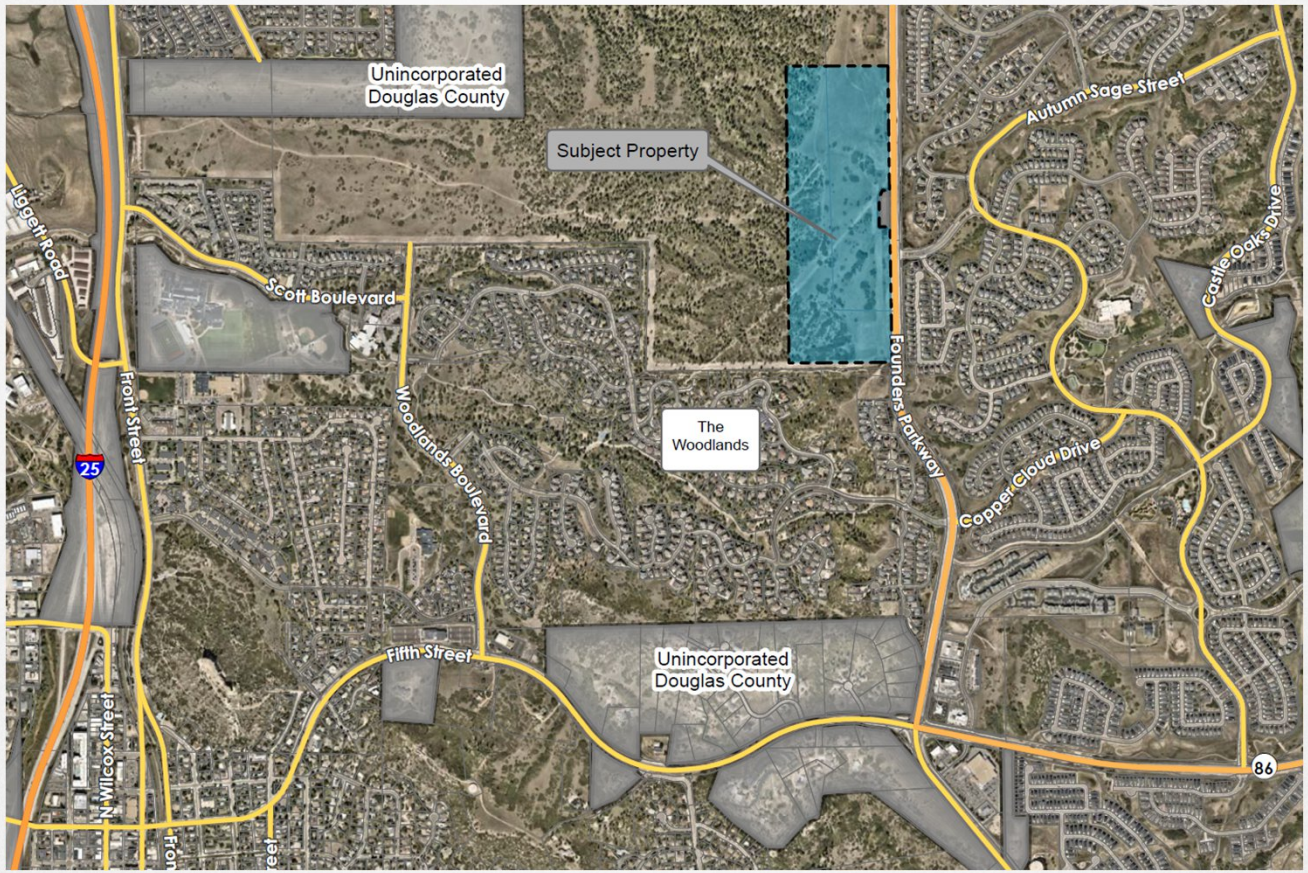
< 4 >

ALEXANDER PLACE PDP AMENDMENT

- Amendment under review with future PC and TC meetings
- Rezoning a portion of the Cooper-Hook PDP and the Alexander Place PDP, for the development of 50 single-family homes
- 15 acre site

< 5 >

PINE CANYON PLANNING AREAS 2 & 3 SITE DEVELOPMENT PLAN



- Site Development Plan under review with future PC and TC meetings
- 133 single-family detached homes and 29.4 acres of open space
- Access provided from Founders Parkway at Rising Sun Drive and Crimson Sky Drive
- 64 acre site

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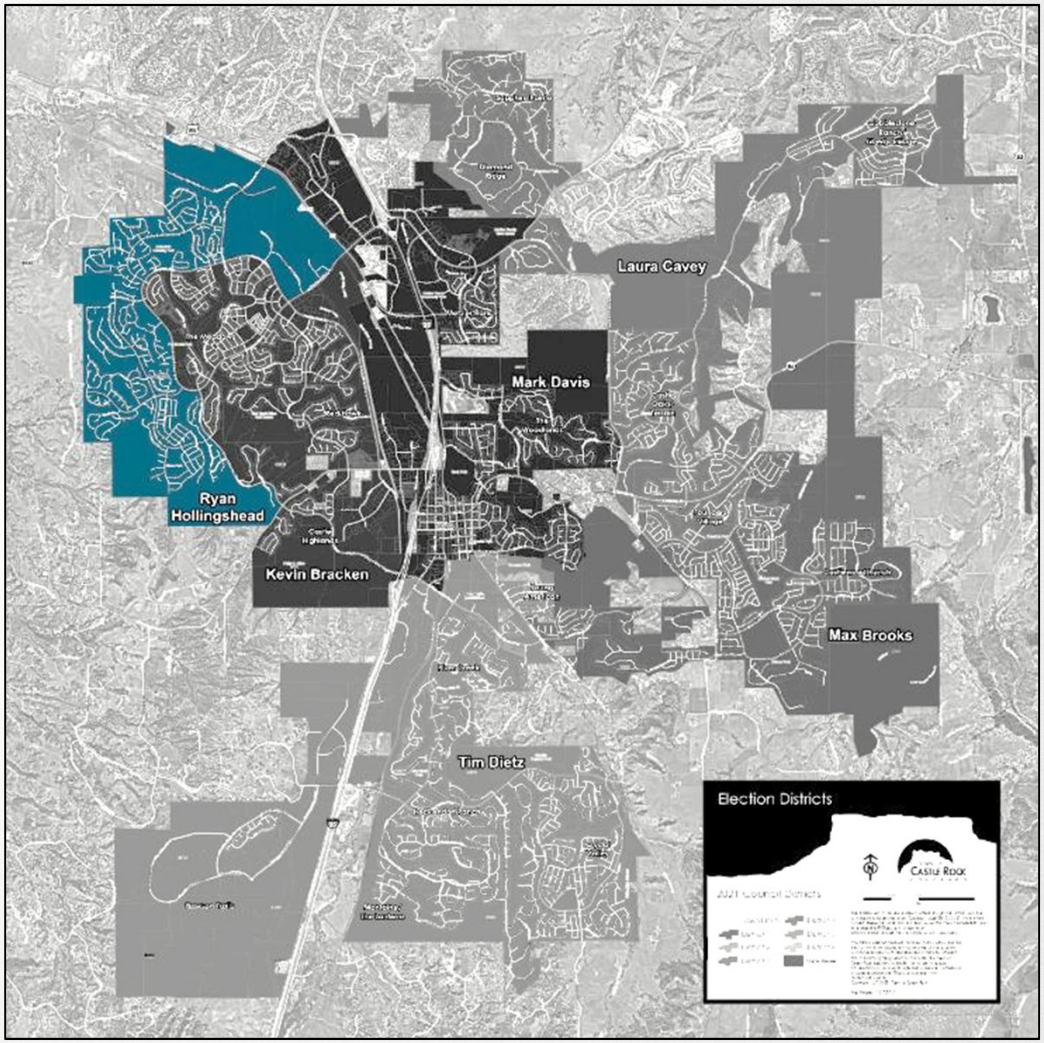
NEW PRE-APPLICATIONS

< 7 >

DISTRICT 1 – COUNCILMEMBER HOLLINGSHEAD



PROPOSED MEADOWS DAY CARE LEARNING EXPERIENCE

- Preapplication – no formal submittal at this time
- 10,000 square foot daycare learning center with playground
- 3.1 acre site
- Shared access point with the property to the north

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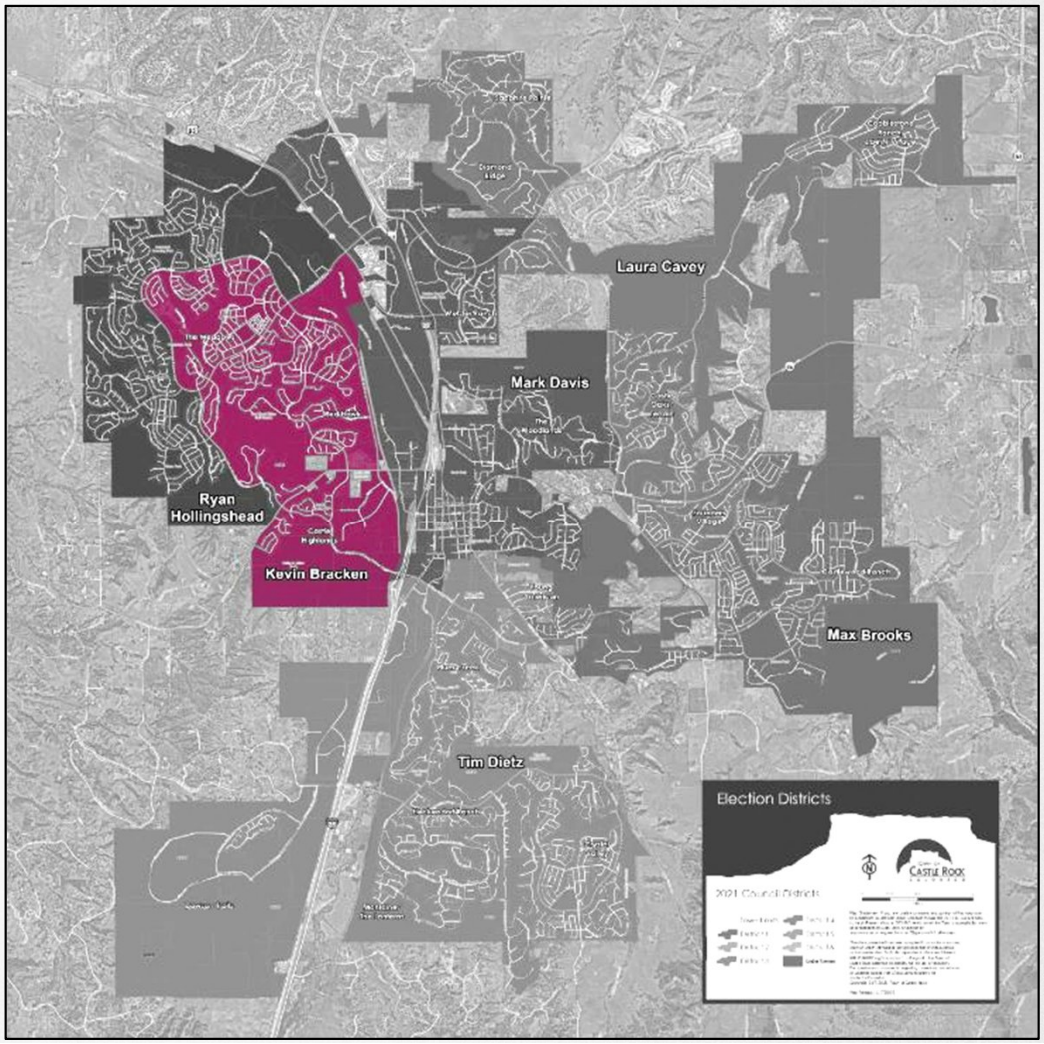
DISTRICT 3 – COUNCILMEMBER BRACKEN



PROPOSED MEADOWS TOWN CENTER RESTAURANT MODIFICATIONS

- Preapplication – no formal submittal at this time
- Updates to architecture and other minor site modifications to the approved Site Development Plan

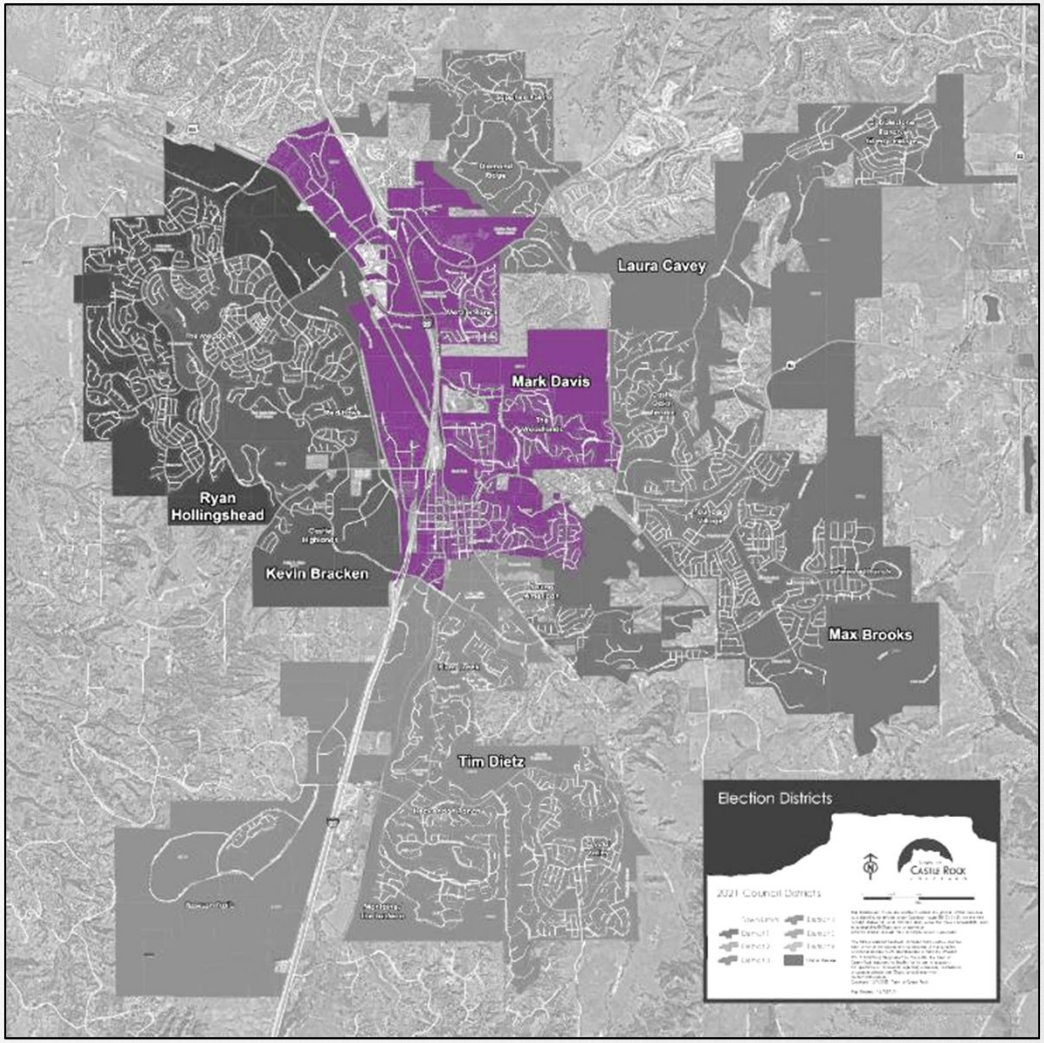
< 11 >

PROPOSED ACADEMY CHARTER SCHOOL PLAYGROUND UPGRADES

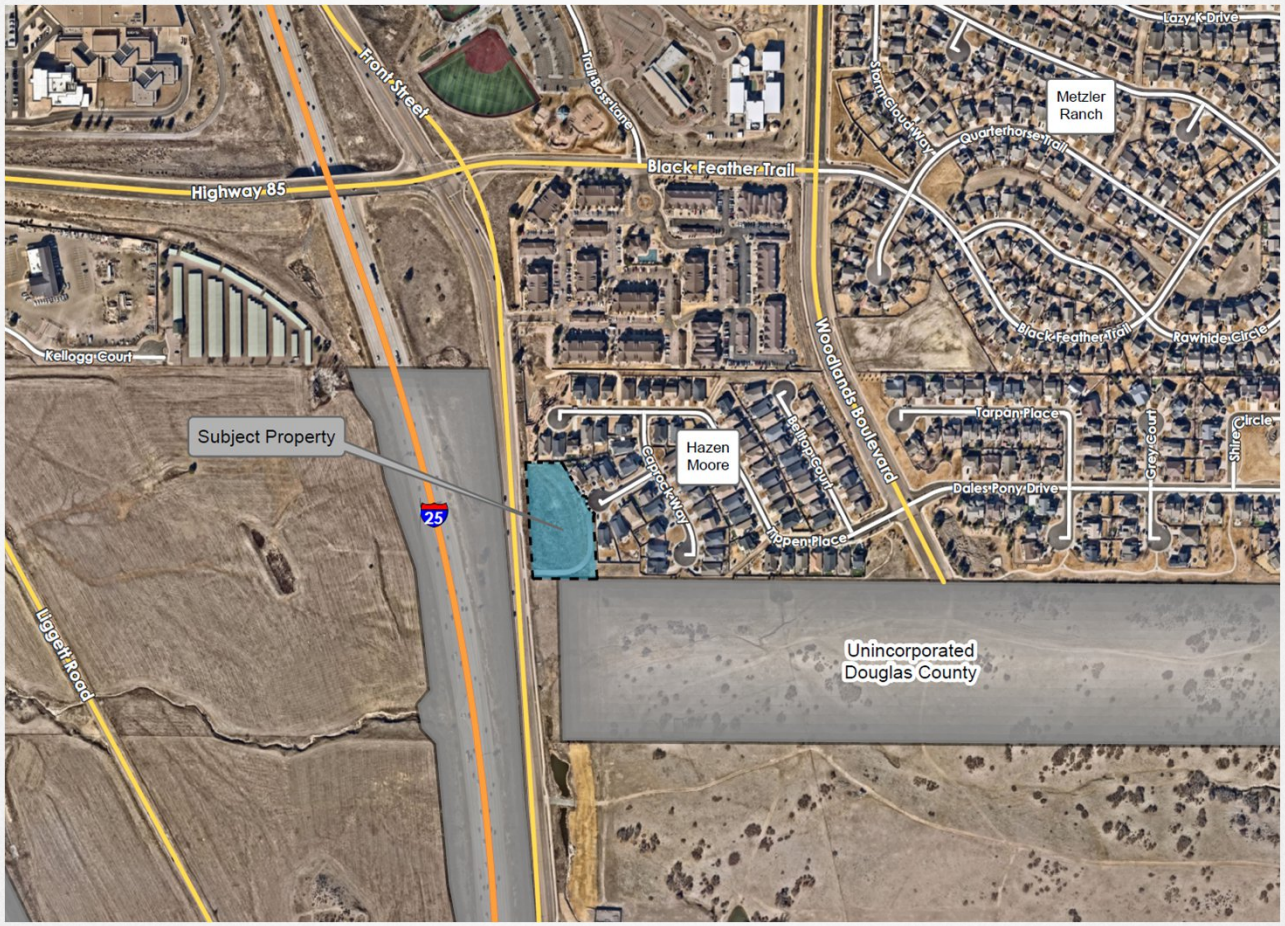
- Preapplication – no formal submittal at this time
- Upgraded playground system and a new shade shelter

< 12 >

DISTRICT 4 – COUNCILMEMBER DAVIS



PROPOSED FRONT STREET KINDERCARE



- Preapplication – no formal submittal at this time
- 11,370 square foot KinderCare early childhood education center, with playgrounds
- 1.98 acre site

PROPOSED PROMENADE RETAIL BUILDING

- Preapplication – no formal submittal at this time
- 9,300 square foot multi-tenant building
- Tenants may include Snooze restaurant, Chewy Vet Care, and Mendocino Farms quick serve restaurant

< 15 >

PROPOSED PROMENADE UC HEALTH MEDICAL OFFICE

- Preapplication – no formal submittal at this time
- 50,000 square foot, two-story medical office building and associated parking
- Two access points from Atrium Drive
- 4.45 acre site

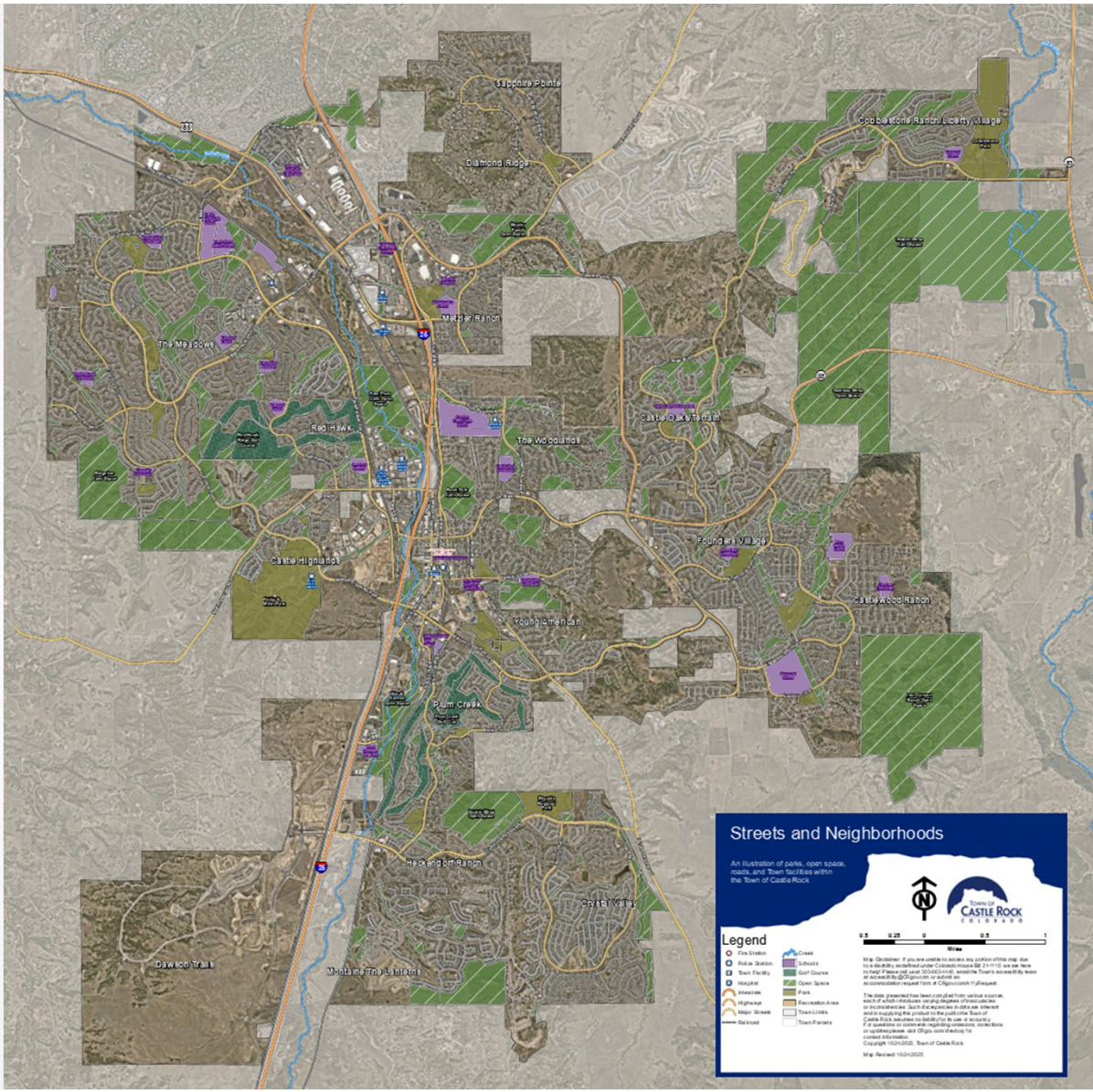
< 16 >

PROPOSED WAGNER EQUIPMENT RENTAL PINE CANYON

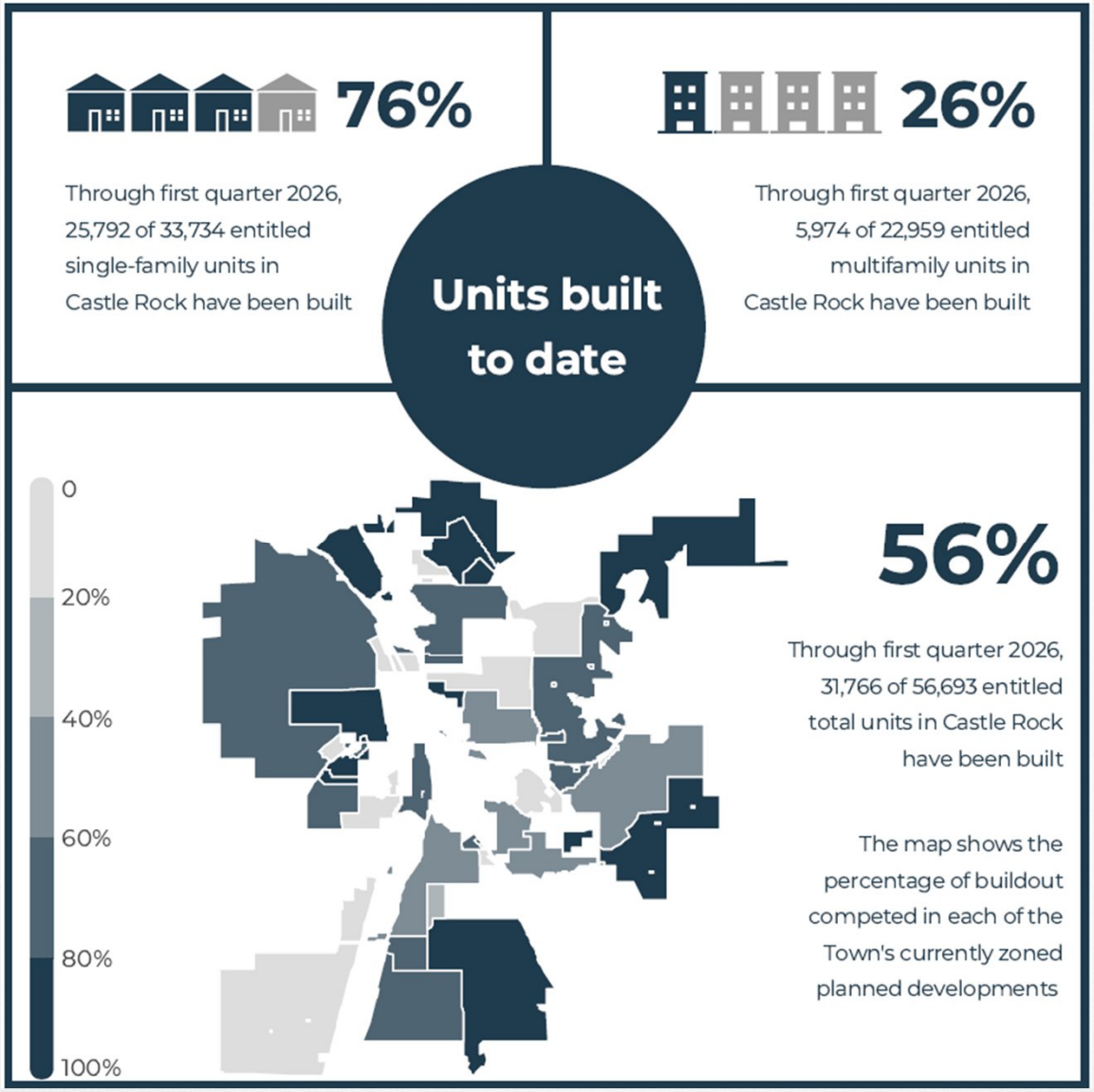
- Preapplication – no formal submittal at this time
- 21,500-square-foot Wagner Equipment rental facility with parking and storage yard area
- Access from Liggett Road
- 5.5 acre site

THANK YOU

QUESTIONS?



QUARTERLY RESIDENTIAL UNIT COUNT UPDATE



POTENTIAL BUILDOUT ESTIMATES

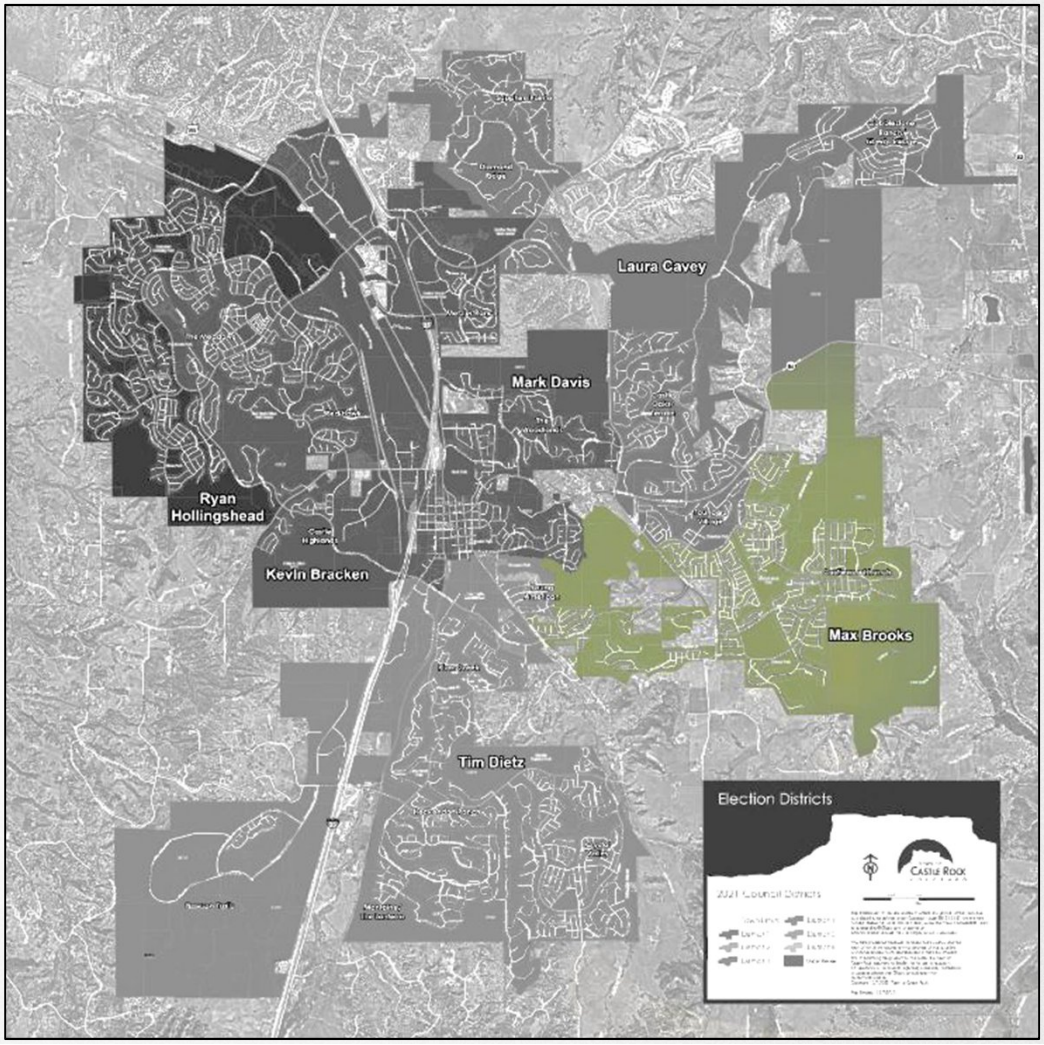
Through March 31, 2026:

- Population estimated at 88,309
- Realistic buildout population is 120,000 – 140,000

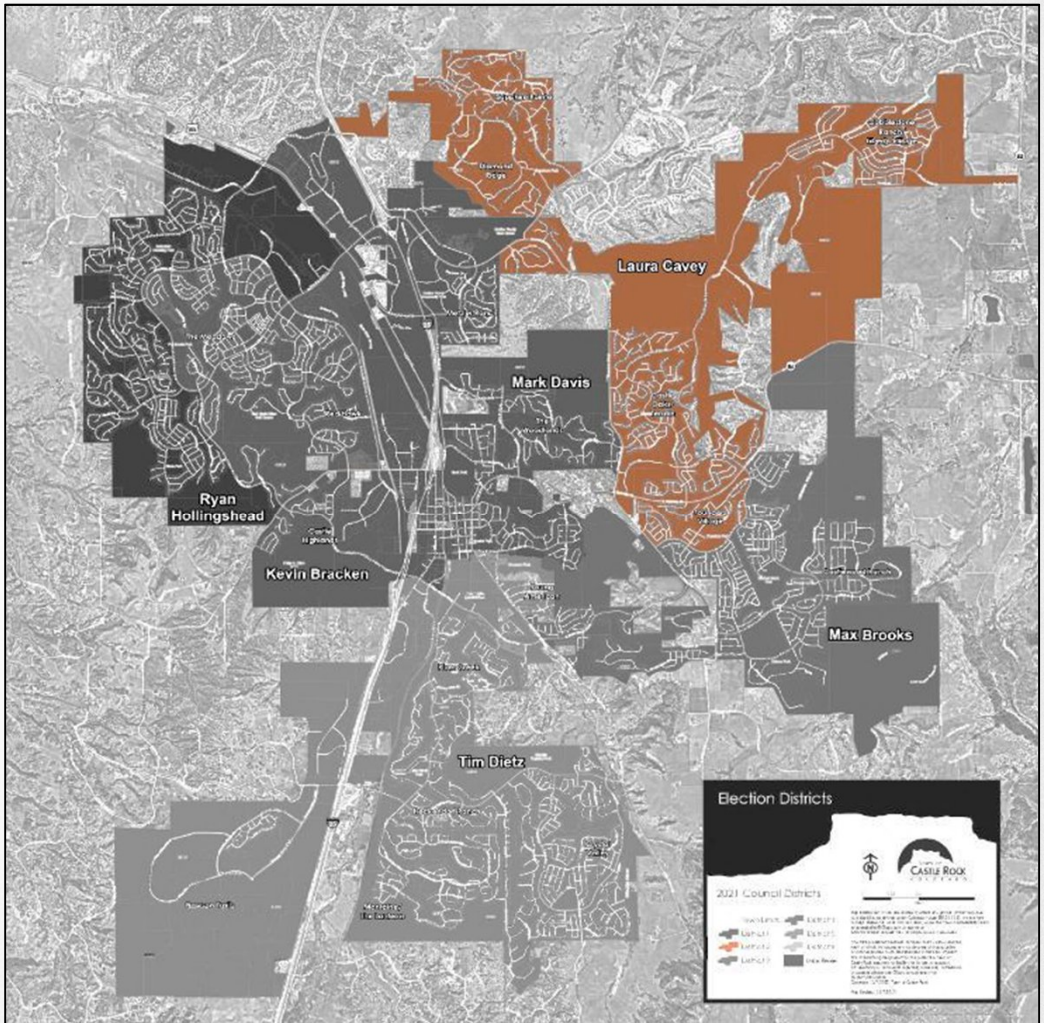
Updated online at www.CRGov.com/Entitlements

< 20 >

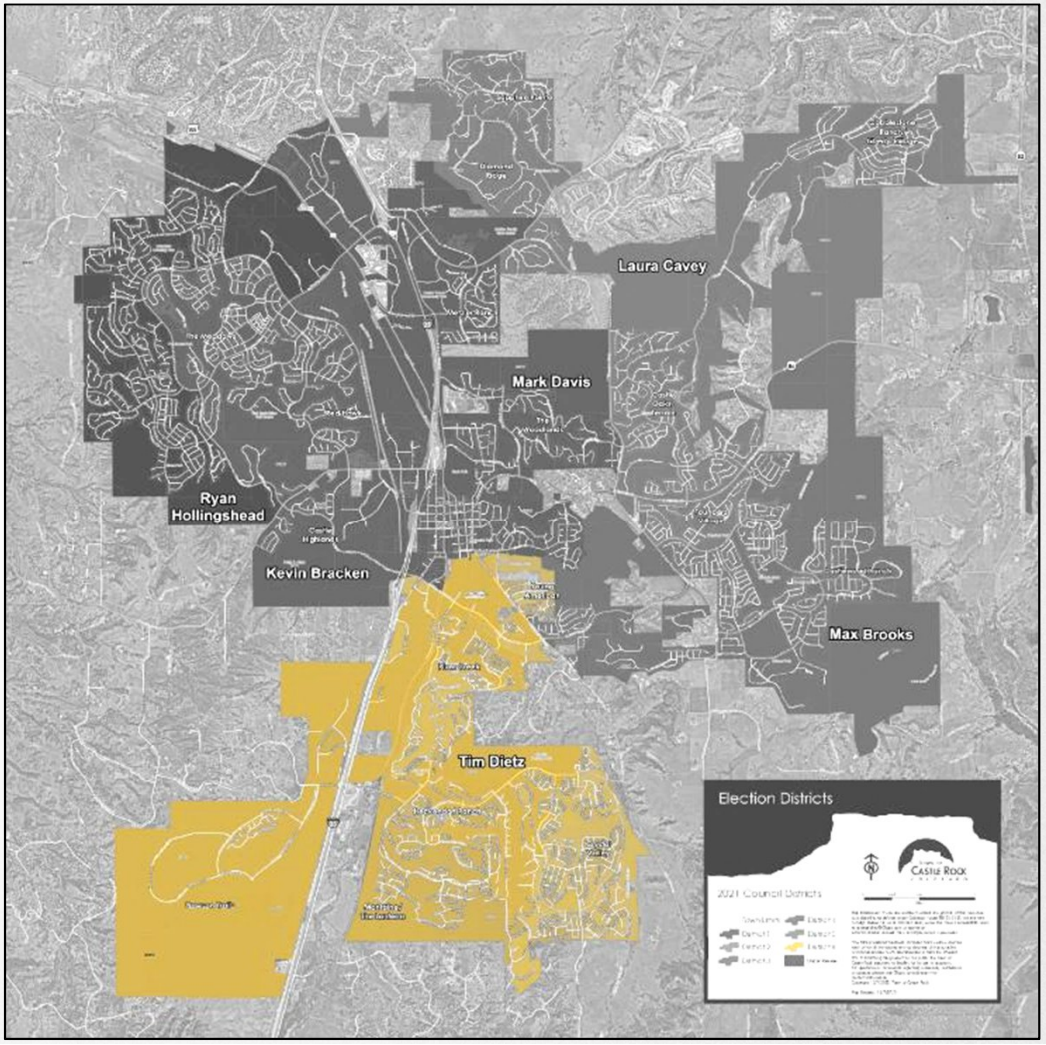
DISTRICT 5 – COUNCILMEMBER BROOKS



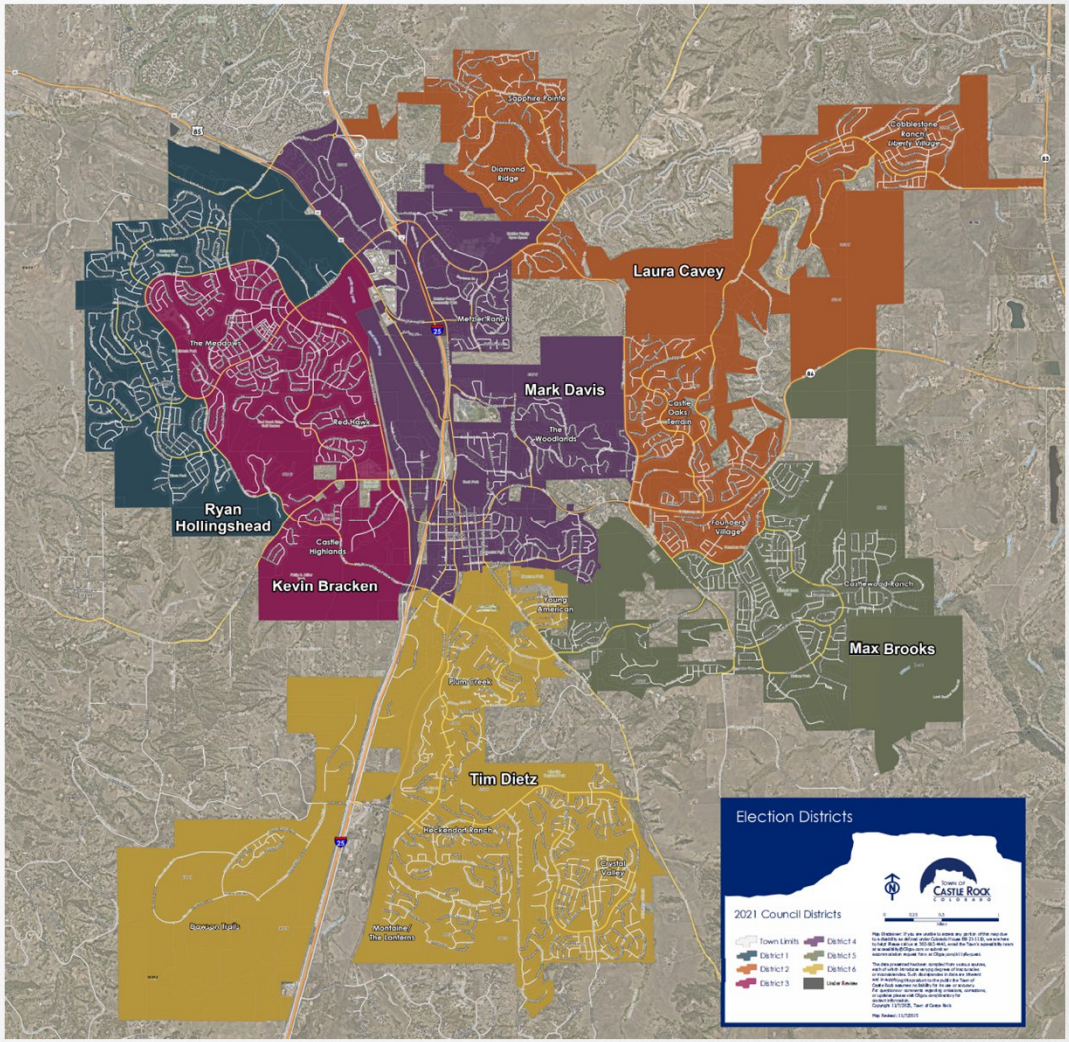
DISTRICT 2 – MAYOR PRO TEM CAVEY



DISTRICT 6 – COUNCILMEMBER DIETZ



ADJACENT TO MULTIPLE COUNCIL DISTRICTS



Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 5. **File #:** ID 2026-069

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: June 2, 2026

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

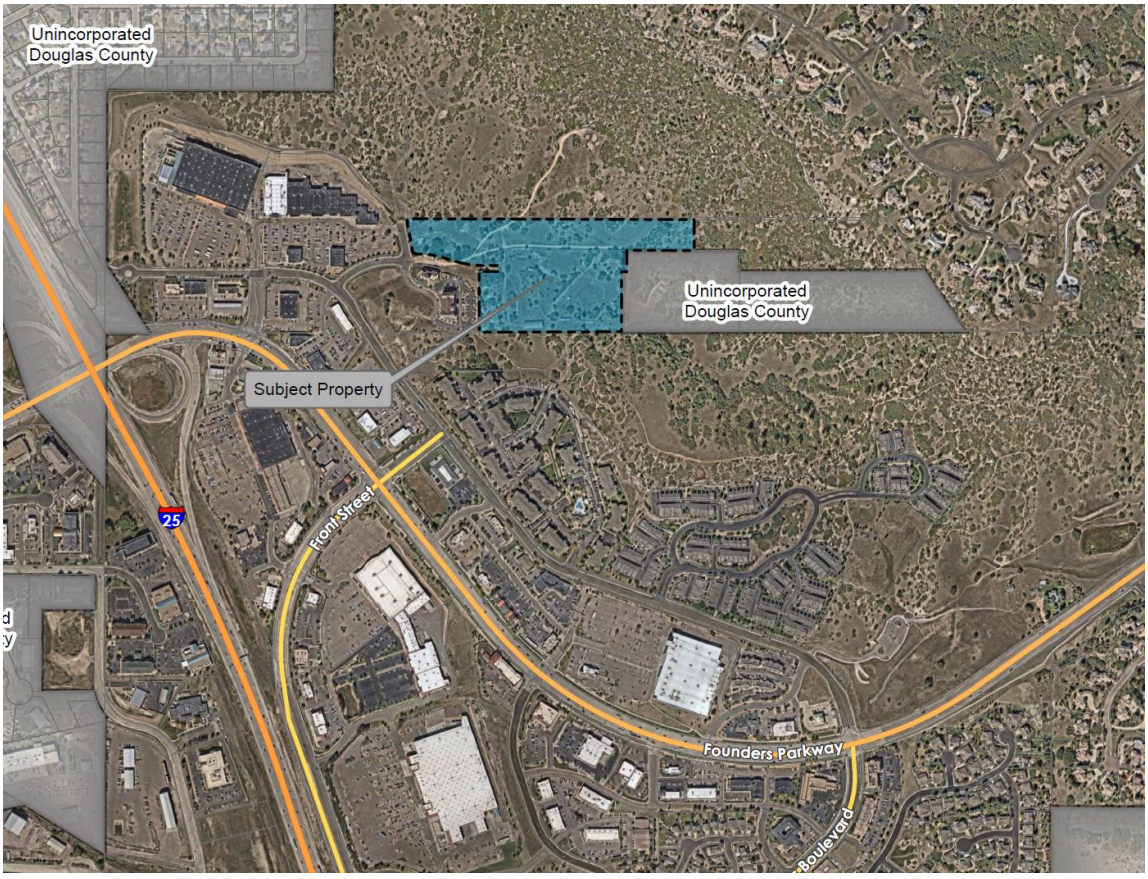
Title: Update: Quasi-Judicial Projects

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)

Alexander Place — PDP Amendment



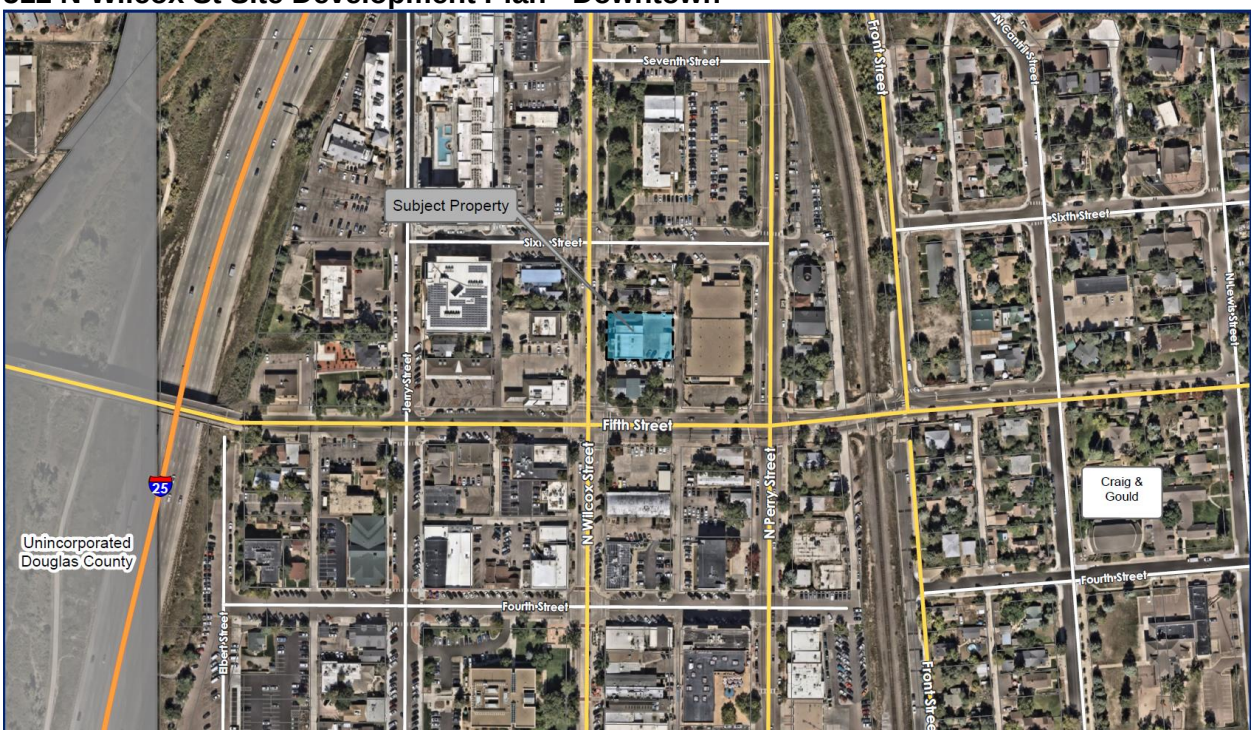
Staff has received a quasi-judicial application from Alexander Place Investors, LLC requesting a PDP Amendment for the Alexander Place Planned Development Plan. The applicant is proposing to rezone a 7.142-acre portion of the Cooper-Hook PDP and the 8.37-acre Alexander Place PDP, creating a combined site of approximately 15 acres for the development of 50 single-family homes. The site is generally located east of the intersection of Alexander Place and Montana Vista Way. The PDP Amendment will require public hearings before the Planning Commission for review and recommendation, and Town Council for review and final decision. This project is in Councilmember Davis' district.

Pine Canyon Planning Areas 2 & 3 — SDP

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

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

512 N Wilcox St Site Development Plan - Downtown



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

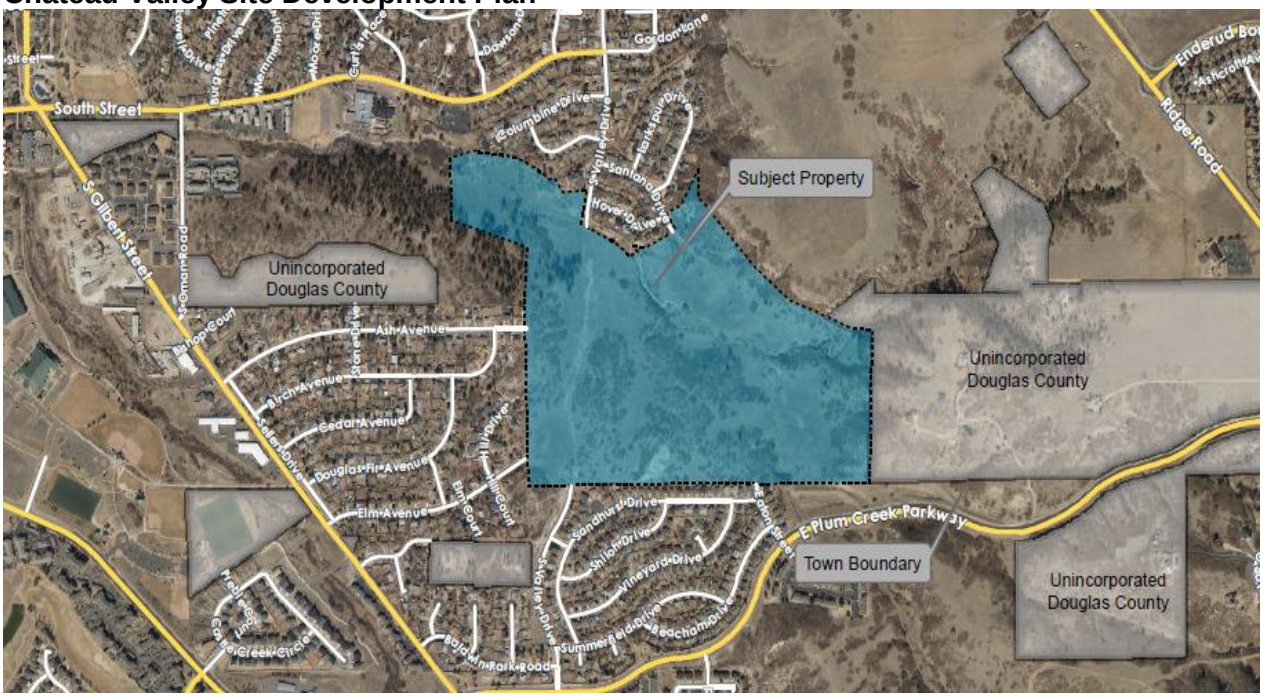
Auburn Heights Apartments Planned Development Plan Zoning Major Amendment and Site Development Plan Major Amendment

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

Castleton Heights Multifamily Site Development Plan

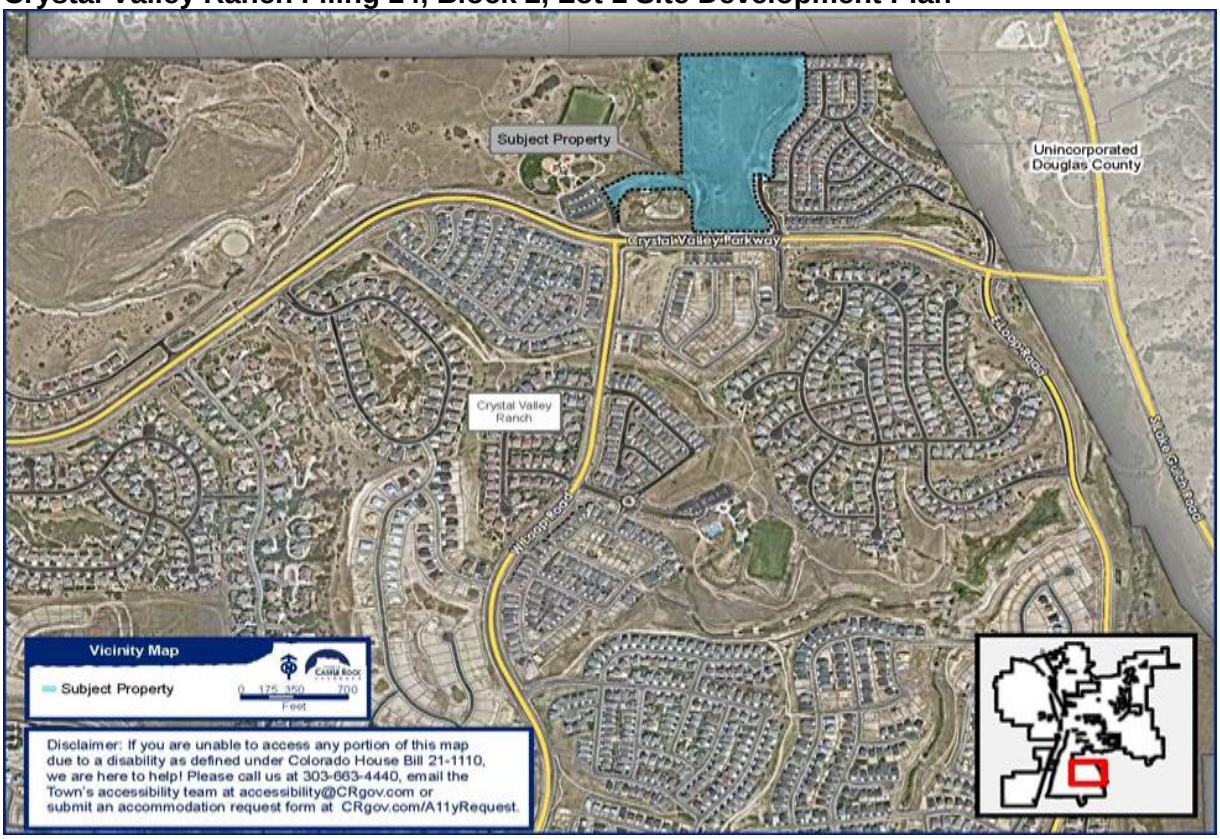
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest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

Chateau Valley Site Development Plan



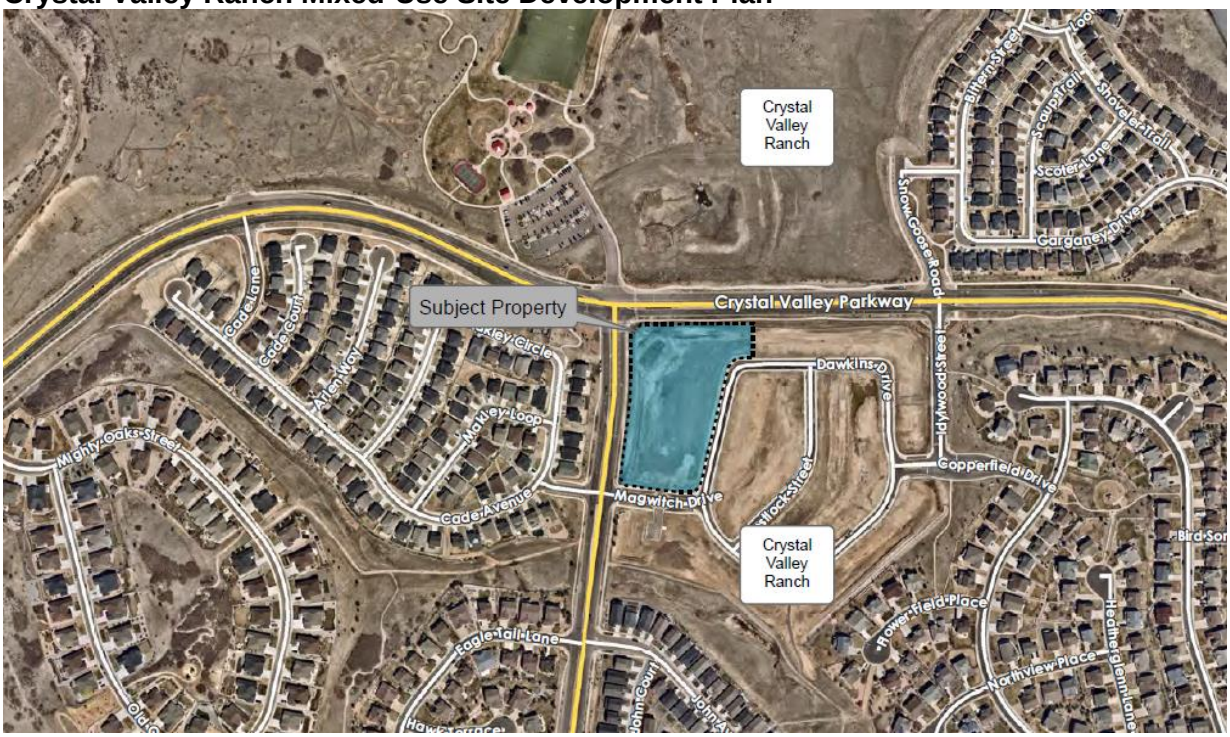
Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 402-unit residential subdivision on 112 acres. The 402 units are composed of 254 single family detached homes and 148 paired homes. The property, which is within the Young American Planned Development, is generally located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision. The Site Development Plan includes a total of 50.24 acres of open space and public land dedication. The SDP will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is in Councilmember Brooks' district.

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



The Site Development Plan proposes 112 single-family detached lots on approximately 21 acres within the Crystal Valley Ranch Planned Development. The gross density is 5.31 units per acre. Average lot size is 4,490 square feet. The homes will have front-loaded two car garages and a driveway to accommodate two cars. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The site is in Councilmember Dietz's district.

Crystal Valley Ranch Mixed-Use Site Development Plan

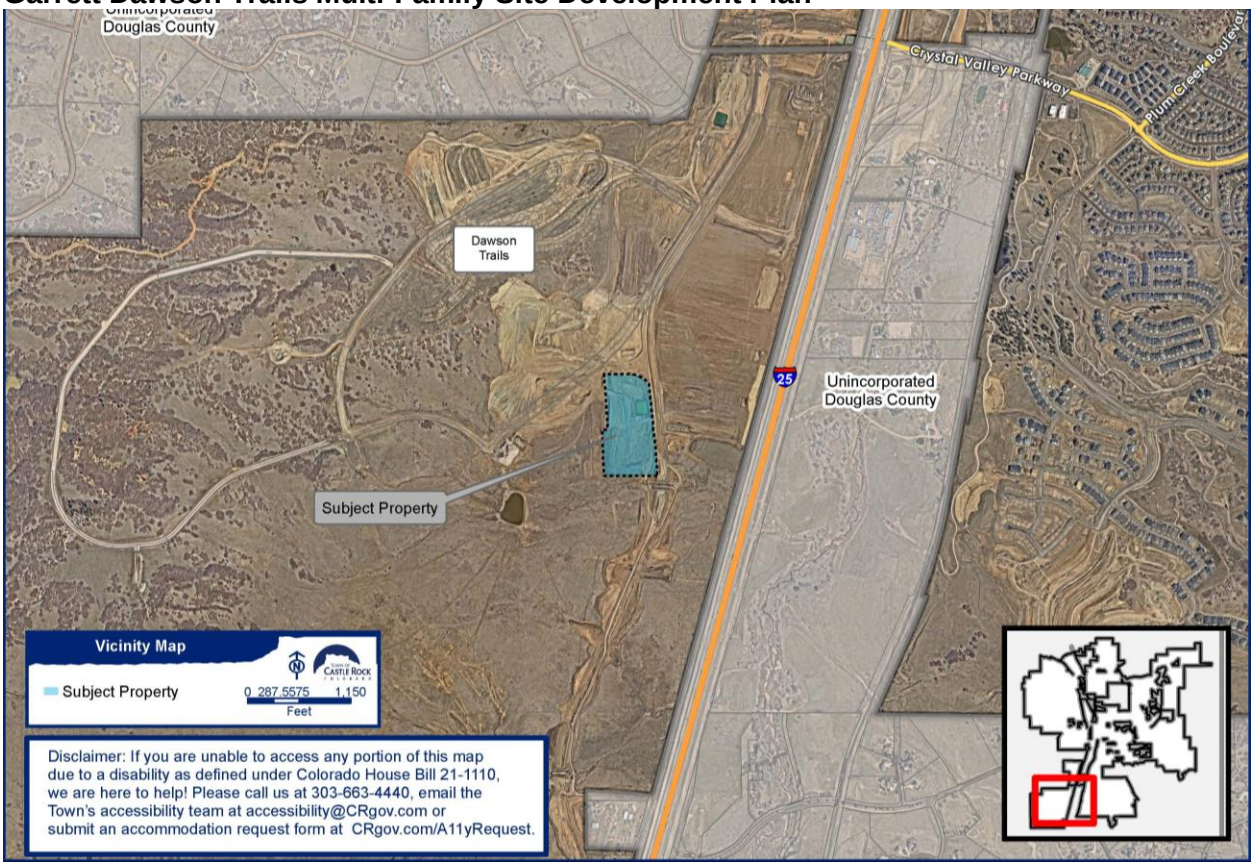


Henry Design Group on behalf of Dan Kauffman, Pinnacle View Development, LLC, has submitted an application for a Site Development Plan. The applicant is proposing a mixed-use development on the 4-acre property located at the southeast corner of Crystal Valley Parkway and West Loop Road. The proposal includes 28 paired homes, one single family detached home, and a 2,057 square foot commercial building. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Dietz's district.

Dawson Trails E2 Townhomes Site Development Plan

Norris Design has a quasi-judicial application for a Site Development Plan for Dawson Trails E2 townhomes. The applicant is proposing to construct 100 townhomes within the Dawson Trails PD. The townhomes would vary between two and three stories in height. The general location is west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard. The site development plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is in Councilmember Dietz's district.

Garrett Dawson Trails Multi-Family Site Development Plan

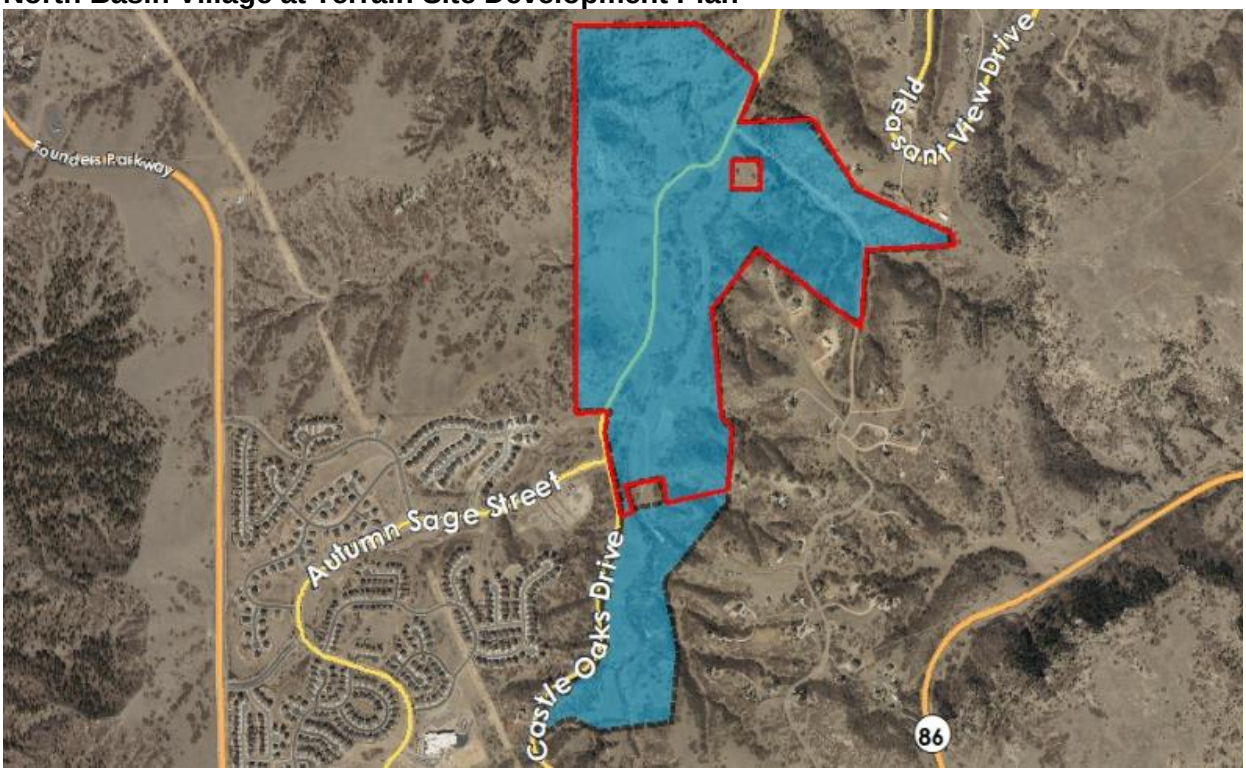


Garrett Co. has submitted a Site Development Plan application for a 324-unit apartment complex on 12.6 acres in Dawson Trails, located southwest of Dawson Trails Boulevard and Blanca Peak Parkway. Onsite amenities to include a clubhouse, pool, games lawn, dog park and dog wash. The clubhouse will include a co-working space, fitness center, leasing office and mail kiosk. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The site is in Councilmember Dietz's district.

King Soopers Dawson Trails Site Development Plan

Galloway & Company, Inc, on behalf of the property owner ACM Dawson Trails VIII JV LLC, and property developer King Soopers, has submitted a Site Development Plan application. The applicant is proposing a King Soopers grocery store and fueling station on 12.2 acres within the Dawson Trails Planned Development, Planning Area E-2. The site location is south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard. The site plan proposes a 100,054 square foot grocery store, 425 parking spaces, an online grocery order pick-up area, and a fueling station with a 184 square foot kiosk and 7 fuel pumps. The building height is approximately 35 feet; 50 feet is the maximum height allowed. Access to the site is from Gambel Ridge Boulevard and Dawson Trails Boulevard. Public hearings are required before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Dietz's district.

North Basin Village at Terrain Site Development Plan

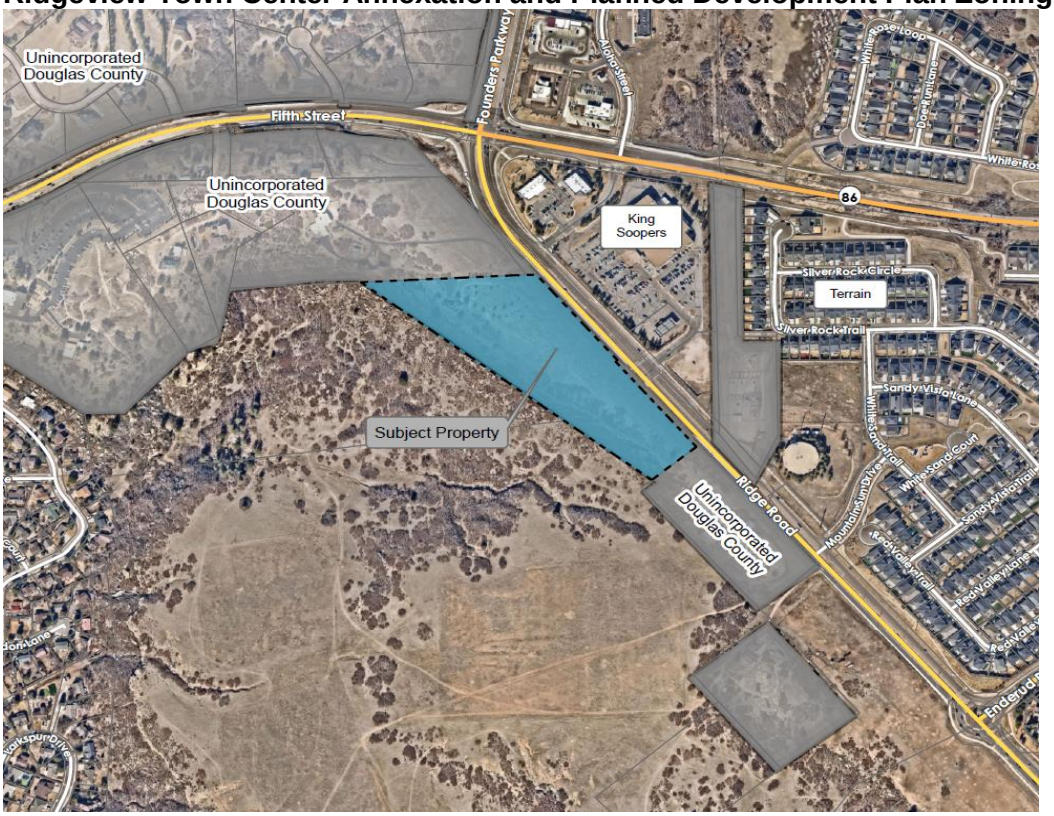


The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along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

Pioneer Ranch Annexation and Planned Development Plan Zoning

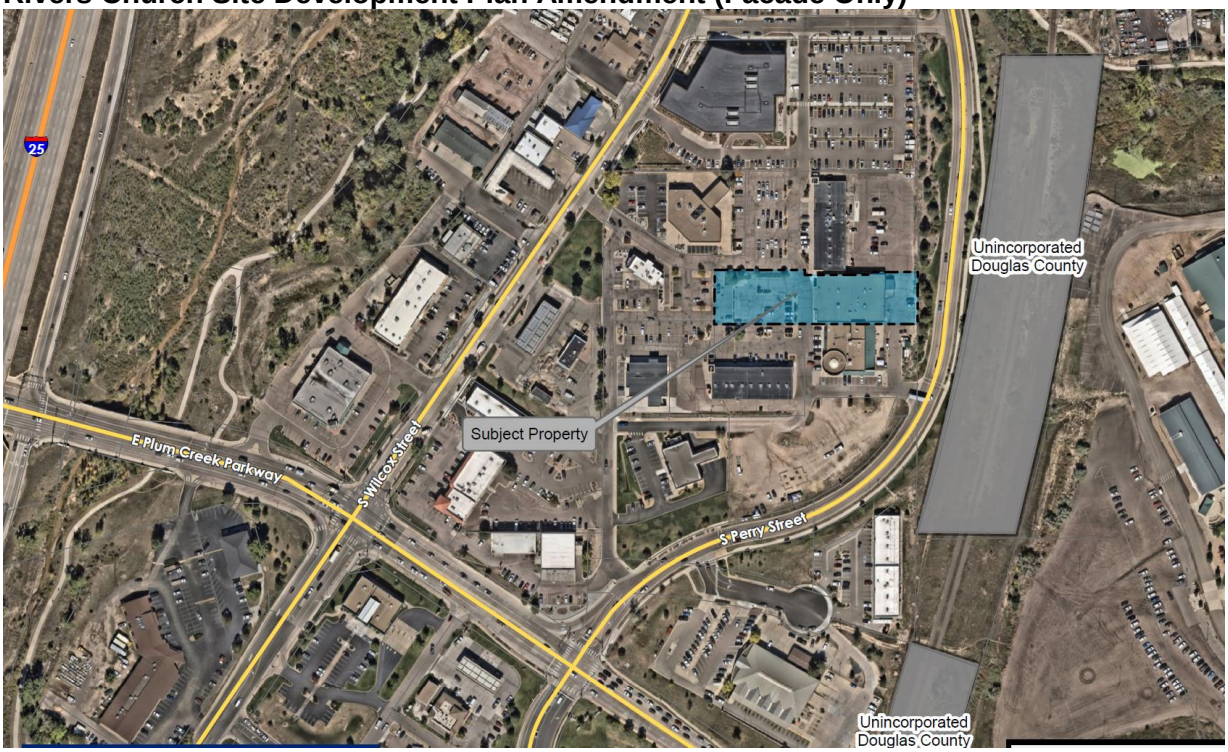
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and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

Ridgeview Town Center Annexation and Planned Development Plan Zoning



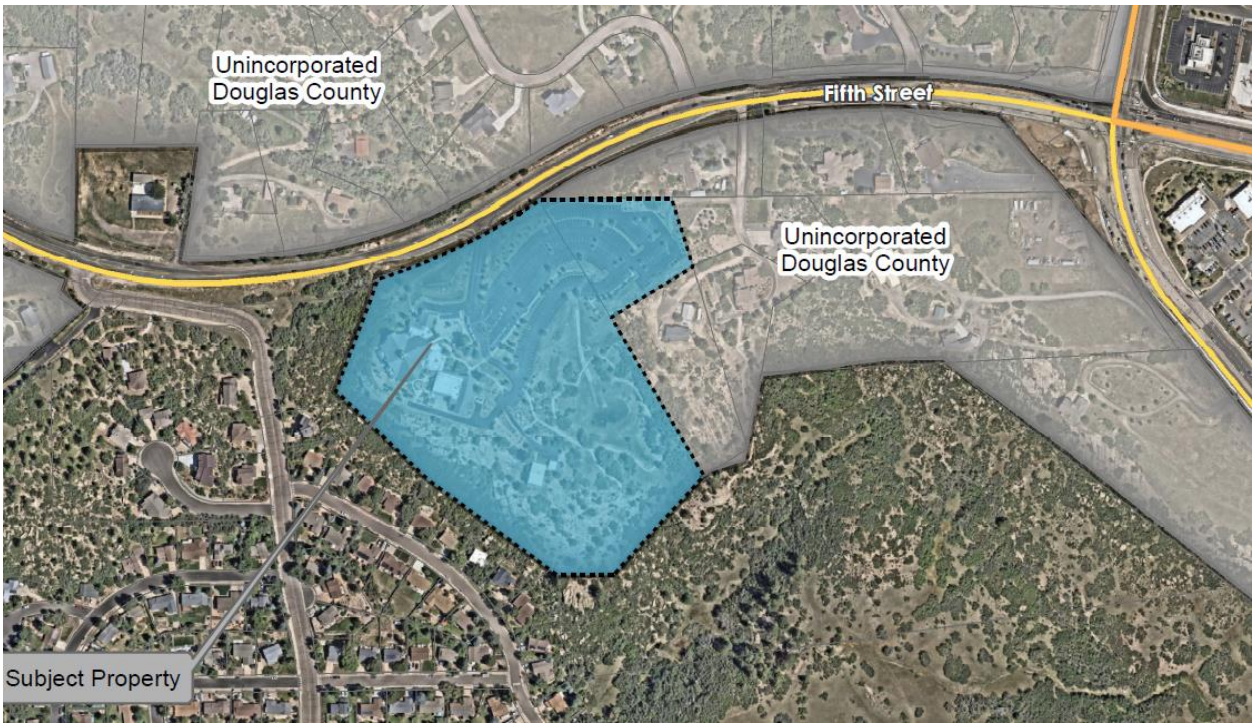
The property owner has submitted an application for annexation and zoning for a 10-acre parcel located at 895 N. Ridge Road, southwest of the intersection of State Highway 86 and N. Ridge Road. The owner proposes to zone the property to allow commercial uses, such as retail, office, restaurant, clinic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

Rivers Church Site Development Plan Amendment (Facade Only)



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

Saint Francis of Assisi Annexation



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

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

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

The Town's Development Activity map provides additional information on these quasi-judicial applications, as well as projects that are under administrative (non-quasi-judicial) review. This map is available at: CRgov.com/developmentactivity.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 6. **File #:** ORD 2026-018

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Ordinance Amending Section 13.15.080 of the Castle Rock Municipal Code Prohibiting Common Interest Communities from Enforcing Watering Requirements for Landscaping During Drought Conditions (Second Reading - Approved on First Reading on May 19, 2026, by a vote 7-0) *[Castle Rock Water Service Area]*

Executive Summary

This memorandum has been prepared to seek Council approval on first reading for an Ordinance (***Attachment A***) to prohibit any person and thus Common Interest Communities such as Homeowners Associations (HOAs) or Metro Districts from issuing violations to residents for reduced or limited watering of grass that may result in dormant or brown grass during Town drought declarations. The Town of Castle Rock has adopted a Drought Management Plan that establishes staged responses to water shortages, including recommendations and restrictions on outdoor irrigation. During declared drought conditions, compliance with these measures may result in brown or dormant turf. Currently, some Common Interest Communities maintain covenants that require green or well-maintained turf and may impose fines or enforcement actions when those standards are not met. This creates a potential conflict between Town-directed water conservation efforts and private enforcement of landscaping standards.

This ordinance will amend the Castle Rock Municipal Code to prohibit Common Interest Communities from issuing fines or enforcement actions related to brown grass or similar landscape conditions when such conditions are the result of compliance with Town-declared drought restrictions and recommendations.

The ordinance would:

- Apply only during officially declared drought stages under the Town's Drought Management Plan;
- Prohibit private enforcement actions related to turf condition, minimum irrigation levels, or

imposing minimum landscaping standards that are inconsistent with declared drought compliance;

- Require suspension of ongoing enforcement actions for the duration of the drought declaration; and
- Preserve Common Interest Communities authority over non-water-related property maintenance and governance.

Castle Rock Water is also proposing under separate Resolution (***Attachment B***) to update the 2024 Drought Management Plan to be consistent with the proposed ordinance and code changes.
This memorandum has been prepared to seek Council approval on first reading for an Ordinance (***Attachment A***) to prohibit any person and thus Common Interest Communities such as Homeowners Associations (HOAs) or Metro Districts from issuing violations to residents for reduced or limited watering of grass that may result in dormant or brown grass during Town drought declarations. The Town of Castle Rock has adopted a Drought Management Plan that establishes staged responses to water shortages, including recommendations and restrictions on outdoor irrigation. During declared drought conditions, compliance with these measures may result in brown or dormant turf. Currently, some Common Interest Communities maintain covenants that require green or well-maintained turf and may impose fines or enforcement actions when those standards are not met. This creates a potential conflict between Town-directed water conservation efforts and private enforcement of landscaping standards.

This ordinance will amend the Castle Rock Municipal Code to prohibit Common Interest Communities from issuing fines or enforcement actions related to brown grass or similar landscape conditions when such conditions are the result of compliance with Town-declared drought restrictions and recommendations.

The ordinance would:

- Apply only during officially declared drought stages under the Town’s Drought Management Plan;
- Prohibit private enforcement actions related to turf condition, minimum irrigation levels, or imposing minimum landscaping standards that are inconsistent with declared drought compliance;
- Require suspension of ongoing enforcement actions for the duration of the drought declaration; and
- Preserve Common Interest Communities authority over non-water-related property maintenance and governance.

Castle Rock Water is also proposing under separate Resolution (***Attachment B***) to update the 2024 Drought Management Plan to be consistent with the proposed ordinance and code changes.

Budget Impact

Budget impacts during drought declarations and restrictions are expected and may be significant. Castle Rock Water maintains a Rate Revenue Stabilization Reserve to offset some impacts. In Stage

2 drought and beyond, Castle Rock Water also implements tighter customer water budgets and surcharges (in Stage 3 and beyond) which help mitigate revenue impacts from reduced water sales during a drought declaration.

Staff Recommendation

Staff and Castle Rock Water Commission recommend Council adoption of the Ordinance as introduced on second reading.

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: Ordinance
Attachment B: Resolution Approving Changes to the 2024 Drought Management Plan

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Title: **Ordinance Prohibiting Common Interest Communities from Enforcing Watering Requirements for Landscaping During Drought Conditions** *[Castle Rock Water Service Area]*

Executive Summary

This memorandum has been prepared to seek Council approval on first reading for an Ordinance (***Attachment A***) to prohibit any person and thus Common Interest Communities such as Homeowners Associations (HOAs) or Metro Districts from issuing violations to residents for reduced or limited watering of grass that may result in dormant or brown grass during Town drought declarations. The Town of Castle Rock has adopted a Drought Management Plan that establishes staged responses to water shortages, including recommendations and restrictions on outdoor irrigation. During declared drought conditions, compliance with these measures may result in brown or dormant turf. Currently, some Common Interest Communities maintain covenants that require green or well-maintained turf and may impose fines or enforcement actions when those standards are not met. This creates a potential conflict between Town-directed water conservation efforts and private enforcement of landscaping standards.

This ordinance will amend the Castle Rock Municipal Code to prohibit Common Interest Communities from issuing fines or enforcement actions related to brown grass or similar landscape conditions when such conditions are the result of compliance with Town-declared drought restrictions and recommendations.

The ordinance would:

- Apply only during officially declared drought stages under the Town's Drought Management Plan;

- Prohibit private enforcement actions related to turf condition, minimum irrigation levels, or imposing minimum landscaping standards that are inconsistent with declared drought compliance;
- Require suspension of ongoing enforcement actions for the duration of the drought declaration; and
- Preserve Common Interest Communities authority over non-water-related property maintenance and governance.

Castle Rock Water is also proposing under separate Resolution (***Attachment B***) to update the 2025 Drought Management Plan to be consistent with the proposed ordinance and code changes.

Notification and Outreach Efforts

Castle Rock Water sent notice on May 4th to Common Interest Communities including HOAs and Metro Districts throughout Town with a copy of the draft Council memo and the draft Ordinance notifying them that the ordinance would be considered at the May 19th Council meeting. The notice invited comments on the draft ordinance and attendance by HOA or Metro District representatives at the Council meeting.

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 April 22, 2026, and the Castle Rock Water Commission voted unanimously, 7 to 0 to recommend Town Council approval of the Ordinance as presented.

Discussion

Castle Rock Water's 2025 Drought Management Plan establishes a framework for reducing water demand during periods of limited supply. These measures include recommendations and restrictions on outdoor irrigation, which can lead to turf dormancy or browning. The ongoing drought this year is a perfect example of the importance of Castle Rock Water's Drought Management Plan for managing outdoor water use to ensure reliable water supplies are preserved for the community over the long term.

Castle Rock previously adopted a "no turf" ordinance for front yards for any new residential development and for any new areas of non-residential development. This is also known as the Coloradoscaping Ordinance. Colorado state law and policy increasingly support water conservation and drought-tolerant landscaping. Recent legislation is catching up with Castle Rock and now requires Common Interest Communities such as HOAs and Metro Districts to allow water-wise landscaping and limits their ability to enforce aesthetic standards that conflict with conservation goals. However, these private enforcement practices during active drought conditions are inconsistent across Castle Rock communities and a source of concern and contention with residents.

The proposed ordinance is intended to:

- Ensure residents are not penalized for complying with Town water conservation measures and drought stage recommendations and restrictions;
- Support the effectiveness of the Town's Drought Management Plan;
- Reduce confusion and conflict between public regulations and private requirements; and
- Align local practices with state policy encouraging water conservation and drought resilience.

Without this clarification, residents may feel pressure to overwater landscapes or not comply with a declared drought to avoid penalties from Common Interest Community covenants, undermining the Town's conservation objectives. The ordinance and resulting changes to Municipal Code have been developed to address several potential concerns that might be raised by HOAs and Metro Districts:

- The ordinance is narrowly tailored to apply only during declared drought conditions;
- It does not regulate general HOA or Metro District governance or financial authority;
- It is designed to complement, not conflict with, the Colorado Common Interest Ownership Act (CCIOA); and
- It reinforces existing state and local policy promoting water conservation.

It is important to understand that brown grass in Castle Rock does not mean the grass is dead. Castle Rock Water's drought stage restrictions allow some level of watering through Stages 1, 2 and 3. The watering allowed is not expected to maintain green grass but keep dormant brown grass alive. Typical grasses used in Castle Rock can survive 4-8 weeks without any water in a brown dormant state depending on the exact grass type. The watering allowed in Stages 1, 2 and 3 of drought restrictions allows the grass to survive until conditions improve.

In addition to the Ordinance, Castle Rock Water plans to update the 2025 Drought Management Plan to incorporate the implications resulting from the ordinance and provide guidance to residents. This will ensure consistency with Town code and allow for easy implementation by staff and understanding by the broader community.

Budget Impact

Budget impacts during drought declarations and restrictions are expected and may be significant. Castle Rock Water maintains a Rate Revenue Stabilization Reserve to offset some impacts. In Stage 2 drought and beyond, Castle Rock Water also implements tighter customer water budgets and surcharges (in Stage 3 and beyond) which help mitigate revenue impacts from reduced water sales during a drought declaration.

Staff Recommendation

Staff and Castle Rock Water Commission recommend Council adoption of the Ordinance as introduced on first reading.

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: Ordinance
Attachment B: Resolution Approving Changes to the 2025 Drought Management Plan

ORDINANCE NO. 2026-018

AN ORDINANCE AMENDING SECTION 13.15.080 OF THE CASTLE ROCK MUNICIPAL CODE PROHIBITING COMMON INTEREST COMMUNITIES FROM ENFORCING WATERING REQUIREMENTS FOR LANDSCAPING DURING DROUGHT CONDITIONS

WHEREAS, the Town of Castle Rock (the "Town") is committed to ensuring the public health, safety, and welfare of its residents by maintaining adequate water supplies and a reliable water system; and

WHEREAS, the Town has a Drought Management Plan designed to protect the public water supplies and water system from overuse during times of drought for the benefit of residents; and

WHEREAS, Town staff recommends that the Town Council take the necessary action to ensure that homeowners associations and other common interest communities do not require the irrigation of landscapes during droughts, which irrigation could put the public water supply and water system at risk of failure; and

WHEREAS, the Town Council, after taking into consideration the recommendations of Town staff, finds and determines that it is in the best interest of the residents of the Town to adopt the proposed amendments to Title 13 of the Castle Rock Municipal Code.

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

Section 1. **Amendment**. Section 13.15.080 of the Castle Rock Municipal Code is amended to read as follows:

13.15.080 - Restrictive covenants.

A. Definitions.

Restrictive covenant means any ~~form of~~ COVENANT, RESTRICTION, OR CONDITION INCLUDED IN A DEED, SUBDIVISION PLAT, OR OTHER RECORDED DOCUMENT OR ANY AMENDMENT THERETO, INCLUDING, BUT NOT LIMITED TO, THE declaration~~, of covenants, design guidelines, policies, conditions, restrictions or similar nongovernmental mechanisms for controlling land use on private property, including~~ OF BYLAWS, OR rules~~,~~ AND regulations ~~or guidelines implemented under the authority of restrictive covenants~~ OF A COMMON INTEREST COMMUNITY WHICH IS APPLICABLE TO REAL PROPERTY,~~.~~ ~~Restrictive covenants shall~~ BUT DOES not include any COVENANT, RESTRICTION, OR CONDITION IMPOSED ON SUCH REAL PROPERTY BY Town code or regulation.

Turf or *turf grass* means continuous plant coverage consisting of hybridized grasses that, when regularly mowed, form a dense growth of leaf blades and roots.

B. ~~No~~ IT SHALL BE UNLAWFUL FOR ANY person ~~shall~~ TO enforce or seek to enforce any ~~provision contained in any~~ SECTION OF A restrictive covenant that PROHIBITS OR LIMITS XERISCAPE, PROHIBITS OR LIMITS THE INSTALLATION OR USE OF DROUGHT-TOLERANT VEGETATIVE LANDSCAPES, ~~has the effect of requiring that an area of any lot, or any minimum percentage of a lot, be landscaped with~~ REQUIRES CULTIVATED VEGETATION TO CONSIST WHOLLY OR PARTIALLY OF turf grass, OR PROHIBITS THE USE OF NONVEGETATIVE TURF GRASS IN THE YARD OF A RESIDENTIAL PROPERTY. ~~However~~EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION D BELOW, NOTHING IN this ~~prohibition~~ SUBSECTION B shall ~~not~~ preclude the enforcement of A restrictive covenant~~s~~ requiring the watering and regular maintenance of turf grass.

C. ~~Any person who violates Subsection 13.15.080.B shall be punished by a fine of not more than $1,000.00. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person.~~

~~D.~~ Any new restrictive covenant that prohibits or limits the installation or use of drought-tolerant vegetative landscapes is prohibited.

D. COMMENCING UPON THE DECLARATION OF ANY DROUGHT STAGE BY THE DIRECTOR OF CASTLE ROCK WATER IN ACCORDANCE WITH SECTION 13.12.070 AND CONTINUING FOR THE TIME THAT SUCH DROUGHT STAGE REMAINS IN EFFECT, IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENFORCE OR SEEK TO ENFORCE ANY SECTION OF A RESTRICTIVE COVENANT THAT:

1. REQUIRES THE WATERING AND REGULAR MAINTENANCE OF TURF GRASS;

2. PROHIBITS THE EXISTENCE OF BROWN OR OTHERWISE DORMANT TURF GRASS;

3. IMPOSES MINIMUM WATERING REQUIREMENTS FOR TURF GRASS AND OTHER LANDSCAPING; OR

4. MANDATES MINIMUM LANDSCAPING CONDITIONS THAT ARE INCONSISTENT WITH THE RESTRICTIONS ON WATER USE IMPOSED DURING SUCH DROUGHT STAGE.

NOTHING IN THIS SUBSECTION D SHALL PRECLUDE THE ENFORCEMENT OF ANY RESTRICTIVE COVENANT THAT DOES NOT REQUIRE THE USE OF WATER DURING A DECLARED DROUGHT STAGE OR IS OTHERWISE UNRELATED TO WATER USE OR DROUGHT CONDITIONS.

Section 2. **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 3. **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 19th day of May, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of __ for and __ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

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

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

RESOLUTION NO. 2026-__

A RESOLUTION APPROVING REVISIONS TO THE 2024 CASTLE ROCK WATER DROUGHT MANAGEMENT PLAN

WHEREAS, the Town of Castle Rock, Colorado (the "Town"), acting by and through it water utility enterprise, Castle Rock Water, has adopted the 2024 Castle Rock Water Drought Management Plan (the "Plan"); and

WHEREAS, the Plan includes both long-term drought mitigation strategies and short-term response planning elements which aim to preserve essential public services and minimize the adverse effects of drought on public health and safety, economic activity, environmental resources, and individual lifestyles during a drought event; and

WHEREAS, at tonight's meeting, Town staff has recommended that the Town Council adopt an ordinance amending the Castle Rock Municipal Code to ensure that homeowners associations and other common interest communities do not require the irrigation of landscapes during droughts, which irrigation could put the public water supply and water system at risk of failure (the "Ordinance"); and

WHEREAS, Town staff has further recommended revisions to the Plan for the purpose of incorporating the amendments made by Ordinance and educating homeowners associations and Town residents regarding the impact of the Ordinance during a declared drought; and

WHEREAS, the Town Council, taking into consideration the recommendations of Town staff, finds and determines that it is in the best interests of the residents of the Town to adopt the proposed revisions to the Plan.

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

Section 1. **Approval.** The revisions proposed to the 2024 Castle Rock Water Drought Management Plan are hereby approved in substantially the same form as presented at tonight's meeting.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and _____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

CASTLE ROCK WATER

ORDINANCE 2026-018 AMENDING SECTION 13.15.080 OF THE CASTLE ROCK MUNICIPAL CODE PROHIBITING COMMON INTEREST COMMUNITIES FROM ENFORCING WATERING REQUIREMENTS FOR LANDSCAPING DURING DROUGHT CONDITIONS (FIRST READING) [CASTLE ROCK WATER SERVICE AREA]

RESOLUTION 2026-060 DECLARING AN ADVISORY DROUGHT STAGE (STAGE 1) WITHIN THE CASTLE ROCK WATER SERVICE AREA *[TOWN OF CASTLE ROCK AND EXTRATERRITORIAL SERVICE AREAS]*

RESOLUTION 2026-061 APPROVING REVISIONS TO THE 2024 DROUGHT MANAGEMENT PLAN

MAY 19, 2026

TOWN OF CASTLE ROCK COLORADO

DROUGHT CONDITIONS

STATEWIDE CONDITIONS

DOUGLAS COUNTY DROUGHT

D0 (ABNORMALLY DRY): 100%

D1 (MODERATE DROUGHT): 100%

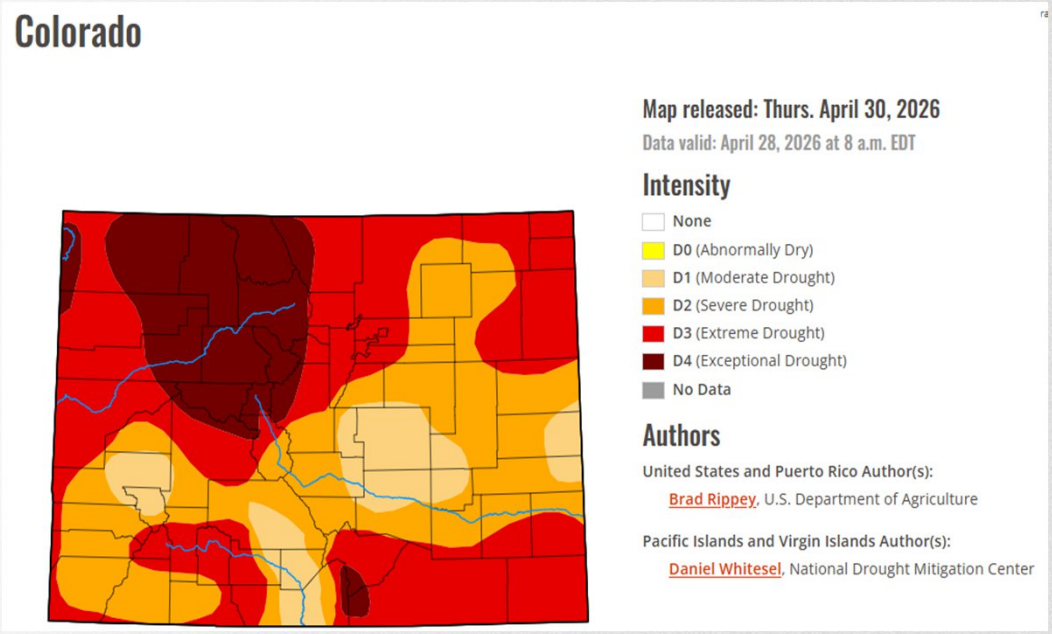
D2 (SEVERE DROUGHT): 92%

D3 (EXTREME DROUGHT): 25%

CURRENT DROUGHT RESTRICTIONS (DENVER METRO & NORTHERN COLORADO)

- MANDATORY RESTRICTIONS: AURORA, ARVADA, BRIGHTON, DENVER, EDGEWATER, GOLDEN, NORTHGLENN, THORNTON, WOODLAND PARK, PINERY WWD
- VOLUNTARY RESTRICTIONS: BROOMFIELD, BOULDER, ERIE, EVERGREEN, LONGMONT

SOURCE: COLORADO PUBLIC RADIO



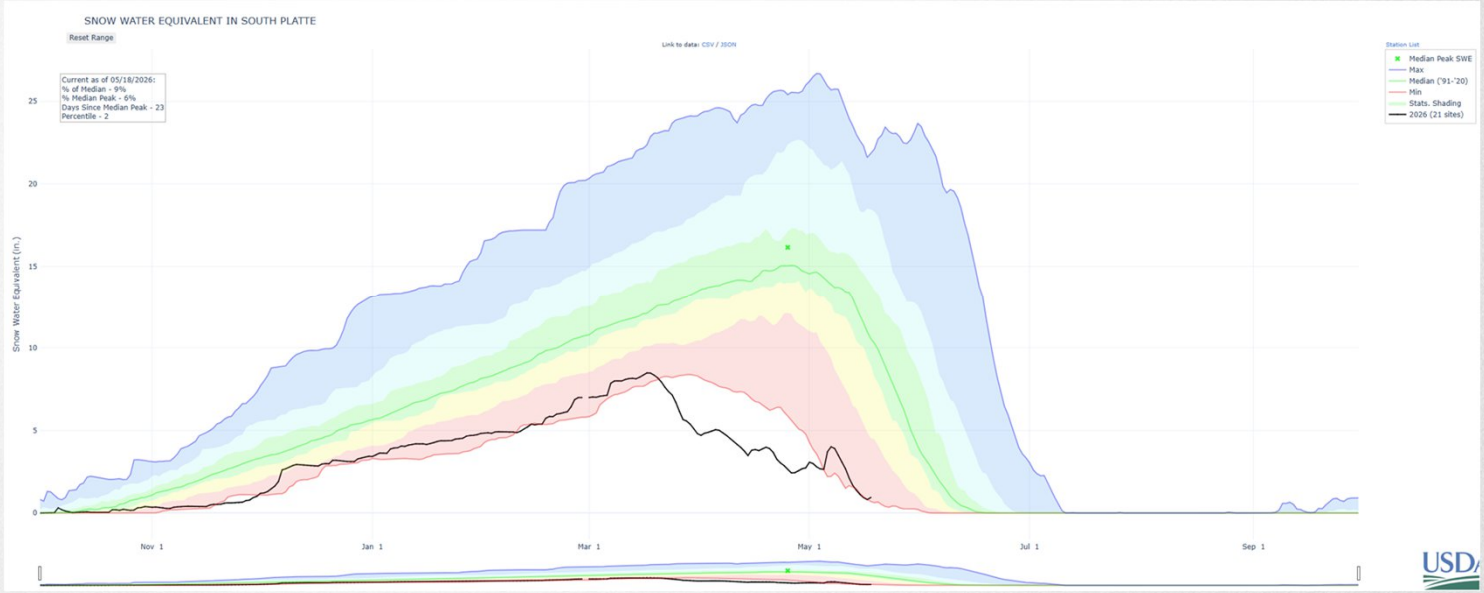
DROUGHT CONDITIONS

STATEWIDE CONDITIONS

SNOW WATER EQUIVALENT IN COLORADO CONTINUES TO BE HISTORICALLY LOW.

SNOW WATER EQUIVALENT (SWE) IN SOUTH PLATTE IS AT 19% MEDIAN.

YEAR-TO-DATE PRECIPITATION IS AT 67% OF MEDIAN.

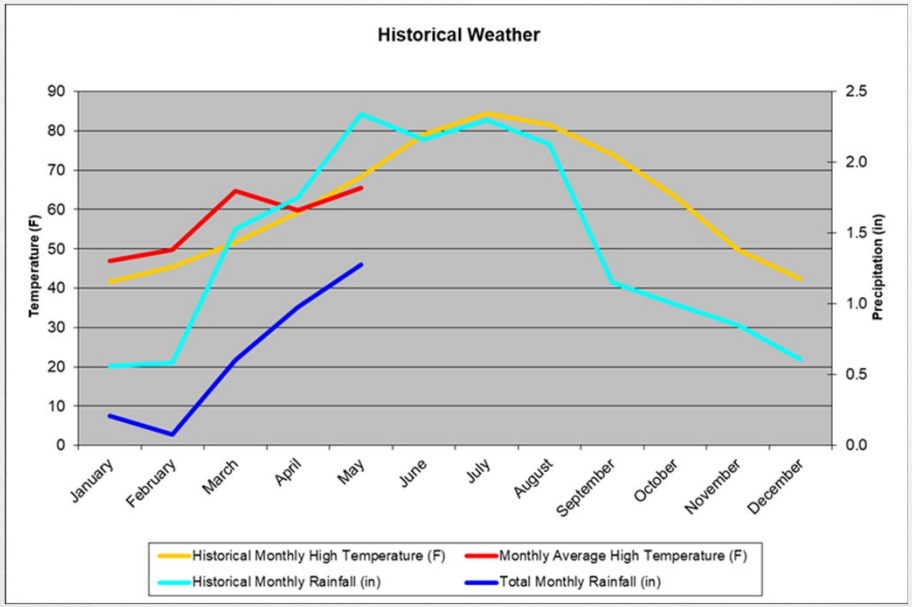


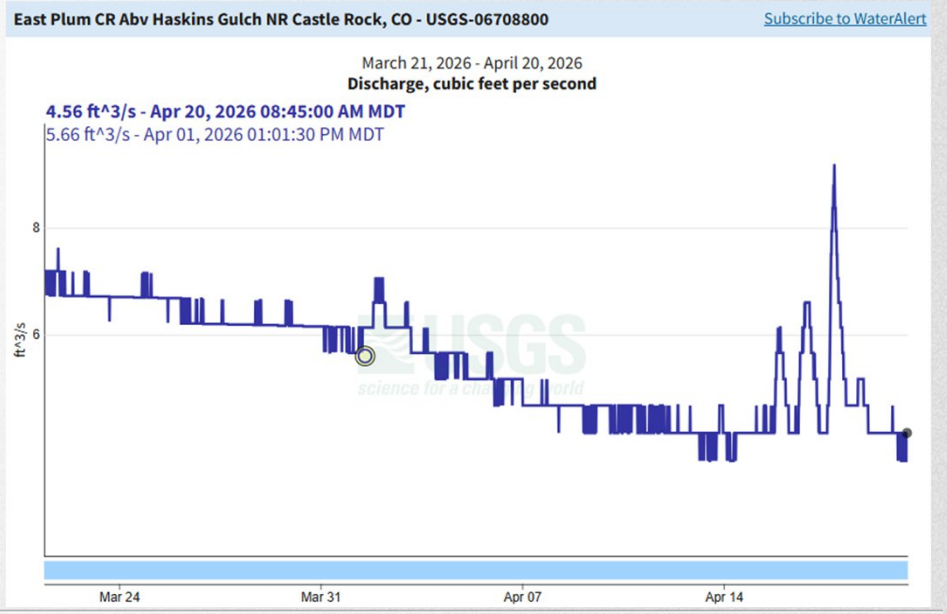
DROUGHT CONDITIONS

CASTLE ROCK CONDITIONS

Storage	AF	% Full
CRR-1 & CRR-2	1,188	87%
Walker Reservoir	13	9%
Chatfield Reservoir	1,847	92%
Rueter-Hess Reservoir	627	8%

10-Day WSI	3.35





CASTLE ROCK WATER

ORDINANCE 2026-018 AMENDING SECTION 13.15.080 OF THE CASTLE ROCK MUNICIPAL CODE PROHIBITING COMMON INTEREST COMMUNITIES FROM ENFORCING WATERING REQUIREMENTS FOR LANDSCAPING DURING DROUGHT CONDITIONS (FIRST READING)

[CASTLE ROCK WATER SERVICE AREA]

MAY 19, 2026

PROPOSED ORDINANCE

PURPOSE AND NEED

Clearly defined ordinance is needed to prevent common interest communities from penalizing residents for complying with drought declarations.

- Drought Management Plan establishes staged drought responses and restrictions on outdoor irrigation.
- During declared drought, compliance with these measures may result in brown or dormant turf.
- HOAs and Metro Districts may have covenants to require green or well-maintained turf and can impose fines or enforcement actions.
- Town code prevents restrictive covenants that require turf or limiting drought tolerant landscape, but allows enforcement of watering and maintenance at any time.
- State law requires HOAs to allow water-wise landscaping and limits their ability to enforce aesthetic standards that conflict with conservation goals.

PROPOSED ORDINANCE

SUMMARY AND KEY POINTS

Ordinance prohibits enforcement of a restrictive covenant during drought that:

- Requires watering or regular maintenance of turf grass.
- Prohibits brown or dormant grass.
- Imposes minimum watering requirements or mandates minimum landscaping conditions inconsistent with drought stage restrictions.

Key Points:

- Narrowly tailored to apply only during declared drought conditions.
- Will not regulate general HOA/Metro District governance or financial authority.
- Prevents fines/enforcement on residents complying with drought requirements.
- Supports the Drought Management Plan
- Will reduce confusion and conflict between public regulations and private HOA requirements.

CASTLE ROCK WATER

RESOLUTION 2026-060 DECLARING AN ADVISORY DROUGHT STAGE (STAGE 1) WITHIN THE CASTLE ROCK WATER SERVICE AREA

[TOWN OF CASTLE ROCK AND EXTRATERRITORIAL SERVICE AREAS]

MAY 19, 2026

TOWN OF CASTLE ROCK COLORADO

STAGE 1 DROUGHT DECLARATION

DROUGHT PLAN PRIORITY WATER USES AND MONITORING

Priority	End Use	Description
1	Health and Safety	Indoor residential, water treatment plant, hydrants (for emergency use), wastewater treatment plants, schools, hospitals and other emergency services.
2	Business Indoor Use	Indoor use by the commercial and public sector including stores, offices, hotels, restaurants, etc.
3	Outdoor Irrigation – Public Spaces	Parks, sports fields, landscapes, swimming pools, homeowners' association parks, and open/recreational spaces. Trees are prioritized over turf. Outdoor commercial business or business enterprise (including golf courses), as well as construction purposes.
4	Outdoor Irrigation – Residential and Commercial	Outdoor irrigation in the single- and multi-family residences, and public and commercial sectors (including car wash facilities). HOA streetscapes / greenbelts. Reasonable environmental protection.

Monitoring of Drought Indicators

- Water Supply Index
- Storage tank levels and reservoirs
- Precipitation and temperature records
- Higher than anticipated water demands
- Streamflows
- Major infrastructure or water supply interruptions
- US Drought Monitor

STAGE 1 DROUGHT DECLARATION

DROUGHT PLAN STAGES

Stage	WSI Trigger	Goal	Primary Action
Stage 1 – Advisory	1.09 – 1.05	10% water savings through voluntary use reductions	Strict adherence to standard irrigation practices that promote efficient water use.
Stage 2 – Watch	1.04 – 1.00	25% savings	Outdoor watering limited to two days per week, including hand watering, and no exemptions for Water Wiser participants.
Stage 3 – Warning	0.99-0.95	40% savings	Outdoor watering limited to one day per week, including hand watering, and no exemptions for Water Wiser participants.
Stage 4 – Emergency	0.94 – 0.90	50% savings	All outdoor watering / irrigation is banned.
Stage 5 – Crisis	<0.90	60%+ savings	All outdoor watering is banned along with identified indoor restrictions.

STAGE 1 DROUGHT DECLARATION

SUMMARY OF KEY MEASURES

Declaration of Stage 1 Drought (Advisory)

- Voluntary conservation and early demand reduction targeting 10% water savings.
  - ✓ *What does 10% water savings look like for the average customer?*
- No mandatory restrictions and no drought surcharges.
- Continued enforcement of existing outdoor watering schedules and time-of-day restrictions.
  - ✓ *Castle Rock Water's normal restrictions are among the most strict in the State.*
- Preventing water waste, repairing leaks, encouraging use of water efficient practices, and discouraging installation of new sod.

STAGE 1 DROUGHT DECLARATION

SUMMARY OF KEY MEASURES

- Voluntary Measures for Residential and Town-owned Facilities
  - ✓ Minimize power washing and hand-washing personal vehicles.
  - ✓ Limit washing of Town-owned field vehicles to once every two weeks and washing of all other vehicles to once per month.
  - ✓ Covering private swimming pools and hot tubs when not in use.
  - ✓ Adjust room temperatures to reduce use of water-cooled air conditioning.

- Voluntary Measures for Commercial and Institutional
  - ✓ Conserve and prevent wasting of bulk water and construction water
  - ✓ Covering swimming pools and hot tubs when not in use.
  - ✓ Encourage commercial carwash facilities to reduce water by 10% if technically feasible and dealerships hand-washing vehicles.
  - ✓ Restaurants encouraged to serve water only when requested
  - ✓ Lodging establishments encouraged limit frequency of linen washings.

STAGE 1 DROUGHT DECLARATION

PUBLIC NOTICE AND OUTREACH

Outreach Activities

- Public notice through website and news release.
- Outreach on Town websites, email, and social media.
- Provide guidance on voluntary conservation measures.
- Continue customer education through existing outreach programs.
- Coordinate with regional partners.
- Continue to monitor drought indicators.

CASTLE ROCK WATER

RESOLUTION 2026-061 APPROVING REVISIONS TO THE 2024 DROUGHT MANAGEMENT PLAN

MAY 19, 2026

TOWN OF CASTLE ROCK COLORADO

DROUGHT MANAGEMENT PLAN

PURPOSE AND OVERVIEW

- Implemented first Drought Management Plan in 2018,
- Utilized mandatory conservation measures since the 1980s.
- Focused Plan on long-term drought mitigation and strategies that provide short-term responses to temporary drought-related water supply shortages.
- Provides water use decision-making including:
    - Planning for droughts before they occur;
    - Protecting public health and safety and minimizing effects of drought.
    - Providing guidance for drought response, allowing for a range of actions.
    - Identifying and determining the severity of droughts through clear definitions of triggers;
    - Providing effective communication to customers, the public and governmental departments/agencies.

DROUGHT MANAGEMENT PLAN

UPDATES

- Incorporates the proposed ordinance to prohibit common interest community from enforcing watering requirements during declared drought conditions.
- Updates to the plan to cover the new ordinance include:
  - Section 5.4: Added ordinance to public information and education campaign outreach.
  - Section 7: Added ordinance language to the staged drought response program
  - Table 25: Included ordinance and impacted customer classes in the mitigation action plan.
  - Section 8.2: Added notice of the ordinance during publication of drought declarations.
  - Section 8.4.1: Added new section detailing new ordinance and how it applies.
  - Section 9.2.1: Reference relevant section of Code for the new ordinance.

- PROPOSED MOTION:
  - *"I move to approve Ordinance 2026-018 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)."*

- PROPOSED MOTION:
  - *"I move to approve the Resolution 2026-060 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)."*

- PROPOSED MOTION:
  - *"I move to approve the Resolution 2026-061 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)."*

ORDINANCE NO. 2026-018

AN ORDINANCE AMENDING SECTION 13.15.080 OF THE CASTLE ROCK MUNICIPAL CODE PROHIBITING COMMON INTEREST COMMUNITIES FROM ENFORCING WATERING REQUIREMENTS FOR LANDSCAPING DURING DROUGHT CONDITIONS

WHEREAS, the Town of Castle Rock (the "Town") is committed to ensuring the public health, safety, and welfare of its residents by maintaining adequate water supplies and a reliable water system; and

WHEREAS, the Town has a Drought Management Plan designed to protect the public water supplies and water system from overuse during times of drought for the benefit of residents; and

WHEREAS, Town staff recommends that the Town Council take the necessary action to ensure that homeowners associations and other common interest communities do not require the irrigation of landscapes during droughts, which irrigation could put the public water supply and water system at risk of failure; and

WHEREAS, the Town Council, after taking into consideration the recommendations of Town staff, finds and determines that it is in the best interest of the residents of the Town to adopt the proposed amendments to Title 13 of the Castle Rock Municipal Code.

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

Section 1. **Amendment**. Section 13.15.080 of the Castle Rock Municipal Code is amended to read as follows:

13.15.080 - Restrictive covenants.

A. Definitions.

Restrictive covenant means any COVENANT, RESTRICTION, OR CONDITION INCLUDED IN A DEED, SUBDIVISION PLAT, OR OTHER RECORDED DOCUMENT OR ANY AMENDMENT THERETO, INCLUDING, BUT NOT LIMITED TO, THE declaration~~,~~ OF BYLAWS, OR rules~~,~~ AND regulations OF A COMMON INTEREST COMMUNITY WHICH IS APPLICABLE TO REAL PROPERTY,~~-~~BUT DOES not include any COVENANT, RESTRICTION, OR CONDITION IMPOSED ON SUCH REAL PROPERTY BY Town code or regulation.

Turf or *turf grass* means continuous plant coverage consisting of hybridized grasses that, when regularly mowed, form a dense growth of leaf blades and roots.

B. IT SHALL BE UNLAWFUL FOR ANY person TO enforce or seek to enforce any SECTION OF A restrictive covenant that PROHIBITS OR LIMITS XERISCAPE, PROHIBITS OR LIMITS THE INSTALLATION OR USE OF DROUGHT-TOLERANT VEGETATIVE LANDSCAPES, REQUIRES CULTIVATED VEGETATION TO CONSIST WHOLLY OR PARTIALLY OF turf grass, OR PROHIBITS THE USE OF NONVEGETATIVE TURF GRASS IN THE YARD OF A RESIDENTIAL PROPERTY. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION D BELOW, NOTHING IN this SUBSECTION B shall ~~not~~ preclude the enforcement of A restrictive covenant~~s~~ requiring the watering and regular maintenance of turf grass.

C. Any new restrictive covenant that prohibits or limits the installation or use of drought-tolerant vegetative landscapes is prohibited.

D. COMMENCING UPON THE DECLARATION OF ANY DROUGHT STAGE BY THE DIRECTOR OF CASTLE ROCK WATER IN ACCORDANCE WITH SECTION 13.12.070 AND CONTINUING FOR THE TIME THAT SUCH DROUGHT STAGE REMAINS IN EFFECT, IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENFORCE OR SEEK TO ENFORCE ANY SECTION OF A RESTRICTIVE COVENANT THAT:

1. REQUIRES THE WATERING AND REGULAR MAINTENANCE OF TURF GRASS;

2. PROHIBITS THE EXISTENCE OF BROWN OR OTHERWISE DORMANT TURF GRASS;

3. IMPOSES MINIMUM WATERING REQUIREMENTS FOR TURF GRASS AND OTHER LANDSCAPING; OR

4. MANDATES MINIMUM LANDSCAPING CONDITIONS THAT ARE INCONSISTENT WITH THE RESTRICTIONS ON WATER USE IMPOSED DURING SUCH DROUGHT STAGE.

NOTHING IN THIS SUBSECTION D SHALL PRECLUDE THE ENFORCEMENT OF ANY RESTRICTIVE COVENANT THAT DOES NOT REQUIRE THE USE OF WATER DURING A DECLARED DROUGHT STAGE OR IS OTHERWISE UNRELATED TO WATER USE OR DROUGHT CONDITIONS.

Section 2. **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 3. **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 19th day of May 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 7. **File #:** RES 2026-062

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager
Daniel Sailer, Director of Public Works

From: Jason Hauser, Project Manager Transportation

Resolution Approving On-Call Services Agreements with CMH Concrete Pumping Inc., KRM Concrete LLC, and Sabell's Civil and Landscape LLC, for the Minor Miscellaneous Pavement and Sidewalk Repair Program

Executive Summary

Staff is requesting approval of the resolution authorizing Service Agreements between the Town of Castle Rock, CMH Concrete, Sabell's Civil and Landscape, and KRM Concrete for Minor Miscellaneous Pavement and Sidewalk On-call Repairs.

This annual program addresses a variety of small-scale, safety-related infrastructure needs throughout the Town that are not included in standard pavement maintenance contracts. Typical work includes sidewalk repairs, American with Disability Act (ADA) ramp upgrades, chase drain installation, asphalt & concrete pavement repairs and other miscellaneous improvements identified during the year.

These improvements support safe, accessible, and reliable infrastructure, enhance mobility for all users including pedestrians, bicyclists, and motorists and improve overall traffic operations by addressing localized hazards and deficiencies. Upgrades such as ADA ramps and sidewalk repairs improve pedestrian connectivity and accessibility, while drainage improvements help maintain roadway integrity and reduce potential impacts to vehicular travel. Collectively, these efforts extend the lifespan of Town assets while minimizing long-term maintenance costs.

The agreements will be for one-year terms, with up to four (4) one year optional renewals. The initial term will become effective upon execution and continue through May 31, 2027. For each renewal term, unit prices may be adjusted to reflect changes in the Producer Price Index (PPI). Any adjustments will be based on the most recently published PPI for the applicable industry classification, as issued by the U.S. Bureau of Labor Statistics. Staff selected three (3) contractors through a competitive bidding process. A total of three bids were received, staff is comfortable with the unit prices, and has had favorable past experience with all three contractors.

The 2026 allocated budget for this work is approximately $1,500,000 across multiple funds for these on-call services. Funding will support a range of small-scale, on-demand projects, including sidewalk and concrete repairs, ADA ramp upgrades, drainage improvements, and other safety-related enhancements.

Each agreement will indicate that two (2) other parties will be utilizing a communal budget amount of $1,500,000. Work under each agreement will be assigned on a task-order basis among the selected contractors. The lowest responsive bidder will be prioritized for the majority of work assignments to maintain cost efficiency, while the remaining contractors will be utilized as necessary to accommodate workload demands, ensure timely project delivery, and provide operational flexibility in addressing urgent or concurrent work needs. The total expenditure of all contracts will not exceed the budgeted amount that totals approximately $1,500,000.

Funding is provided by multiple Public Works divisions and Town departments, including Fire, Police, and Castle Rock Water. This shared funding approach enables the Town to efficiently deliver improvements that support pedestrian accessibility, roadway safety, emergency response access, and stormwater management, while maximizing the effective use of available resources across departments.

Discussion

The Minor Miscellaneous Pavement and Sidewalk Repair program is a key component of the Town's infrastructure maintenance strategy, focusing on smaller, targeted improvements not included in larger pavement maintenance contracts. Typical work includes sidewalk repairs, upgrades to non-compliant ADA curb ramps, installation of chase drains to improve drainage, and other safety related repairs and projects identified through inspections, citizen requests, and ongoing condition assessments.

While small in scale, these improvements are critical to maintaining a safe, functional, and accessible transportation network. Timely repairs reduce trip hazards, enhance pedestrian mobility, ensure compliance with federal accessibility requirements, isolated pavement failures and address localized drainage issues that can accelerate pavement deterioration. Proactive maintenance also helps extend the useful life of infrastructure and reduces the need for more costly repairs in the future.

The use of an on-call service agreement with multiple contractors provides a level of flexibility and responsiveness that cannot be achieved through a single fixed scope contract. Selecting three contractors based on the lowest responsible bids promotes competitive pricing while ensuring adequate capacity to manage multiple work orders and respond to urgent safety needs. Work will be assigned on a task order basis, allowing staff to prioritize projects and align delivery with available funding.

To ensure a competitive procurement process, the project was advertised on BidNet on April 16, 2026, to solicit bids from qualified contractors. **Attachment A** provides a summary of bids received.

Schedule

- **April 16, 2026** - Project advertised on BidNet to solicit competitive bids
- **May 2026** - Bid review and contractor selection
- **June 2, 2026** - Town Council consideration and approval of Service Agreement
- **June 3, 2026** - Contract term begins
- **June 2026 - May 2027** - Work performed on an on-call, task-order basis as needed
- **May 31, 2027** - Initial contract term ends (with option for up to four one-year renewals)

Budget Impact

Funding for the Minor Miscellaneous Pavement and Sidewalk Repair program is included in the approved annual budget. Total anticipated annual expenditures are estimated between $1.25 million and $1.5 million, with approximately $750,000 to $1 million funded through the Pavement Maintenance Program (PMP) and an additional $500,000 funded by the Transportation Planning and Traffic Engineering Division for traffic safety improvements throughout Town. Additionally, $90,000 of scope has historically been performed for other Town departments, including Fire, Police and Castle Rock Water.

Annual Budget Allocation (estimated)

Funding Source	**Estimated Amount**
Pavement Maintenance Program	$750,000 - $1,000,000
Traffic Safety (Traffic Division)	$500,000
Other Town Departments	$90,000
Total Estimated Annual Expenditures	**$1,500,000**

Recommendation

Staff recommends that Town Council approve the resolutions as introduced by title. This item was reviewed by the Public Works Commission at their June 1st meeting, and their formal recommendation will be provided at the Town Council meeting on June 2nd.

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 the (state date) Town Council meeting."

Attachments

Resolution

Attachment A: Summary of Bid Results
Attachment B: CMH Concrete Pumping, Inc. Agreement
Attachment C: KRM Concrete LLC Agreement
Attachment D: SaBell’s Civil and Landscape LLC Agreement

RESOLUTION NO. 2026-062

A RESOLUTION APPROVING ON-CALL SERVICES AGREEMENTS WITH CMH CONCRETE PUMPING INC., KRM CONCRETE LLC, AND SABELL'S CIVIL AND LANDSCAPE LLC, FOR THE MINOR MISCELLANEOUS PAVEMENT AND SIDEWALK REPAIR PROGRAM

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has issued a request for bids for on-call minor miscellaneous pavement and sidewalk repair services ("Services"); and

WHEREAS, Town staff have determined that three contractors, CMH Concrete Pumping Inc., KRM Concrete LLC, and SaBell's Civil and Landscape LLC (the "Contractors") are the best suited to provide Services; and

WHEREAS, subject to Town Council's approval, the Town will request Services as needed from Contractors, and will pay the Contractors for Services rendered from a budgeted total of $1,500,000.00; and

WHEREAS, subject to Town Council's approval, the Town and the Contractors have agreed to terms and conditions by which Contractors will provide Services to the Town (the "Agreements"); and

WHEREAS, Town Staff recommends Town Council approve the Agreements with the Contractors.

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

Section 1. **Approval.** The Agreements between the Town and the Contractors are 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 Agreements 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 these Agreements, the Town Council authorizes the expenditure and payment in an amount not to exceed $1,500,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of _____ for and _____ against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Daniel Sailer, Director of Public Works

Attachment A (Summary of Bid Results)

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	CMH CONCRETE UNIT COST	SABELL"S CIVIL AND LANDSCAPE UNIT COST	KRM CONCRETE UNIT COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	287	LF	$ 6.50	$ 12.00	$ 12.00
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	686	LF	$ 16.00	$ 14.00	$ 18.00
202C	REMOVAL OF SIDEWALK	355	SY	$ 17.00	$ 20.00	$ 18.50
202D	REMOVAL OF CONCRETE PAVEMENT	660	SY	$ 18.50	$ 20.00	$ 25.00
202E	REMOVAL OF CURB RAMP	1,099	SY	$ 17.00	$ 22.00	$ 19.00
202F	REMOVAL OF MEDIAN COVER MATERIAL (PATTERN CONCRETE)	600	SF	$ 2.00	$ 4.50	$ 3.00
202G	REMOVAL OF STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$ 50.00	$ 15.00	$ 12.50
202H	REMOVAL OF PAVEMENT MARKINGS	30	SF	$ 1.75	$ 10.80	$ 10.00
	CONCRETE PANEL GRINDING (SIDEWALK TRIP HAZARDS)	200	LF	$ 12.00	$ 3.60	$ 12.00
203A	UNCLASSIFIED EXCAVATION (CIP)	71	CY	$ 25.00	$ 40.00	$ 90.00
203B	TEST HOLE	30	HR	$ 50.00	$ 225.00	$ 350.00
208	CONCRETE WASHOUT STRUCTURE	1	EA	$ 950.00	$ 1,000.00	$ 3,500.00
210A	TYPE R INLET TOP	84	SF	$ 30.00	$ 40.00	$ 80.00
210B	TYPE R INLET PAN	12	LF	$ 25.00	$ 30.00	$ 90.00
210C	RESET CHASE DRAIN	10	EA	$ 400.00	$ 350.00	$ 1,500.00
304	AGGREGATE BASE COURSE (CLASS 6)	161	CY	$ 45.00	$ 60.00	$ 60.00
403A	HMA/WMA (PATCHING) (GR SX) (CIP)(MINIMUM 6" DEPTH)	35	TON	$ 85.00	$ 250.00	$ 220.00
412A	CONCRETE PAVEMENT (10") (FILLET)	403	SY	$ 117.00	$ 125.00	$ 225.00
412B	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	15	SY	$ 117.00	$ 125.00	$ 230.00
608A	CONCRETE SIDEWALK (6")	244	SY	$ 77.00	$ 78.00	$ 115.00
608B	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON DOMES)	471	SY	$ 118.00	$ 118.00	$ 127.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON DOMES)	141	SY	$ 116.00	$ 118.00	$ 127.00
609	MOUNTABLE CURB, GUTTER AND WALK 7' 11" INSTALL SIDEWALK CURB CHASE DRAINS (CHASE ASSEMBLY PROVIDED)	60	LF	$ 115.00	$ 125.00	$ 110.00
609A	MOUNTABLE CURB, GUTTER AND SIDEWALK 6'6"'	50	LF	$ 59.00	$ 85.00	$ 80.00
609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	362	LF	$ 72.00	$ 95.00	$ 105.00
609C	CURB AND GUTTER TYPE 2 (SECTION I-B)	50	LF	$ 28.00	$ 34.00	$ 35.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-B)	50	LF	$ 37.00	$ 37.00	$ 37.00
609E	CURB AND GUTTER TYPE 2 (SECTION II-M)	50	LF	$ 35.00	$ 35.50	$ 37.00
609F	MOUNTABLE CURB,GUTTER AND SIDEWALK 5' 6"	200	LF	$ 58.00	$ 80.00	$ 75.00
610A	MEDIAN COVER MATERIAL(PATTERN CONCRETE)	808	SF	$ 17.50	$ 13.50	$ 15.00
610B	MEDIAN COVER MATERIAL(PATTERN CONCRETE)(WASH & SEAL)	26,900	SF	$ 6.00	$ 10.50	$ 14.50
610C	STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$ 42.00	$ 40.00	$ 37.00
620	SANITARY FACILITY	1	LS	$ 650.00	$ 600.00	$ 700.00
626B	MOBILIZATION (SUBSEQUENT WORK LIST)	1	DAY	$ 700.00	$ 3,250.00	$ 3,500.00
627A	PAVEMENT MARKINGS (PAINT) (4" WHITE)	15	SF	$ 1.10	$ 3.50	$ 22.00
627B	PAVEMENT MARKINGS (PAINT) (4" DOUBLE YELLOW)	15	SF	$ 2.00	$ 5.00	$ 22.00
627C	PAVEMENT MARKINGS (PAINT) (6" WHITE)	15	SF	$ 1.10	$ 3.50	$ 22.00
627D	PAVEMENT MARKINGS (PAINT) (XWALKS/STOPBAR)	30	SF	$ 2.30	$ 15.00	$ 22.00
627E	PAVEMENT MARKINGS (SYMBOL) (PREFORMED PLASTIC)	30	SF	$ 30.00	$ 30.00	$ 22.00
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED PLASTIC)	30	SF	$ 16.99	$ 20.00	$ 22.00
630B	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(LOCAL STREET)	1	DAY	$ 550.00	$ 1,200.00	$ 2,500.00
630C	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(PRIMARY STREET)	1	DAY	$ 700.00	$ 2,500.00	$ 3,500.00
630D	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	1	DAY	$ 100.00	$ 250.00	$ 140.00
720	MATERIALS SAMPLING & TESTING	1	DAY	$ 200.00	$ 750.00	$ 1,500.00

CON-2026-0260

TOWN OF CASTLE ROCK
AGREEMENT TO PROVIDE ON-CALL SERVICES
(Minor Miscellaneous Pavement & Sidewalk Repair Services – Public Works)

DATE: 05/20/2026.

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

CMH CONCRETE PUMPING INC., a Colorado corporation, 1486 S Beach Court, Denver, Colorado 80219 ("Contractor").

RECITALS:

I. The Town issued a Request for Bids from qualified contractors with expertise in pavement and sidewalk repair services.

II. Contractor timely submitted its Bids.

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

TERMS:

1. **Scope of Services.** Contractor shall provide all of the services, labor, materials, goods, products, and or deliverables as set forth on ***Exhibit 1*** ("Services") as-needed for the Town. The Town shall request Services under this Agreement on an as-needed basis. If a request for Services is accepted, Contractor shall complete the Services for each task in accordance with the timeframe agreed upon by the Parties. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. Contractor may decline to undertake a request for Services. Town shall not be obligated to use Contractor for any specific Service. Town, in its sole discretion, shall have the right to utilize other Contractors for similar services, including but not limited to in the event Contractor fails to timely respond to or declines to accept a Town request for Services under this Agreement. The Town shall issue task orders to Contractor generally in the form attached as ***Exhibit 2*** to indicate its desire for Contractor to perform specific Services at a designated time and location ("Task Order"). Contractor shall notify the Town in writing of its decision to either accept or decline the Task Order within three (3) business days of receipt of said Task Order. Contractor's failure to respond within said time period shall be deemed to constitute a decision by the Contractor to decline the Task Order.

2. **Payment.** Contractor shall invoice the Town for the Services rendered in accordance with an accepted Task Order subject to the rates and fee schedule as set forth in ***Exhibit 1***. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations

("disputed Services"). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Contractor, whether in whole or in part, within thirty (30) days of receipt of such invoice. Parties understand that the Town has budgeted a total of **$1,500,000.00** for miscellaneous sidewalk and pavement repair and that on-call services contracts for the miscellaneous sidewalk and pavement repair will be entered between two (2) additional contractors utilizing a communal budgeted amount. Parties agree and understand that in no event shall the total sum paid for task orders between all contractors performing Services for Town exceed a total of **$1,500,000.00**. Parties agree and understand that in no event shall the total payment to Contractor for the Services under this Agreement exceed **$1,500,000.00** unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **May 31, 2027** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) years under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement.

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

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services as necessary to complete the Services. Contractor will submit any proposed subcontractors and the description of subcontractor services to the Town for its prior approval. Contractor shall be solely responsible for payment to any such approved subcontractor.

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

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

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

9. **Insurance.**

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

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

B. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as ***Exhibit* 3**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

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

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

J. **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided

by the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

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

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

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

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

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

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

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

20. **Title VI Compliance.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

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

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the

extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

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

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

24. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the State of Colorado. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

26. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

29. **Confidentiality.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Contractor's Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) any Task Order issued under this Agreement.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – EXEMPLAR TASK ORDER
EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

William Langford, Assistant Town Attorney

Approved as to content:

Daniel Sailer, Director of Public Works

CONTRACTOR:

CMH CONCRETE PUMPING INC.

By: _____
(Signature)

Efren Gutierrez
(Print Name)

Its: President
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Contractor shall provide Services, as outlined below, as-needed by the Town pursuant to an issued Task Order that has been accepted by Contractor in writing.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	287	LF	$6.50
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	686	LF	$16.00
202C	REMOVAL OF SIDEWALK	355	SY	$17.00
202D	REMOVAL OF CONCRETE PAVEMENT	660	SY	$18.50
202E	REMOVAL OF CURB RAMP	1,099	SY	$17.00
202F	REMOVAL OF MEDIAN COVER MATERIAL (PATTERN CONCRETE)	600	SF	$2.00
202G	REMOVAL OF STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$50.00
202H	REMOVAL OF PAVEMENT MARKINGS	30	SF	$1.75
	CONCRETE PANEL GRINDING (SIDEWALK TRIP HAZARDS)	200	LF	$12.00
203A	UNCLASSIFIED EXCAVATION (CIP)	71	CY	$25.00
203B	TEST HOLE	30	HR	$50.00
208	CONCRETE WASHOUT STRUCTURE	1	EA	$950.00
210A	TYPE R INLET TOP	84	SF	$30.00
210B	TYPE R INLET PAN	12	LF	$25.00
210C	RESET CHASE DRAIN	10	EA	$400.00
304	AGGREGATE BASE COURSE (CLASS 6)	161	CY	$45.00
403A	HMA/WMA (PATCHING) (GR SX) (CIP)(MINIMUM 6" DEPTH)	35	TON	$85.00
412A	CONCRETE PAVEMENT (10") (FILLET)	403	SY	$117.00
412B	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	15	SY	$117.00
608A	CONCRETE SIDEWALK (6")	244	SY	$77.00
608B	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON DOMES)	471	SY	$118.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON DOMES)	141	SY	$116.00
609	MOUNTABLE CURB, GUTTER AND WALK 7' 11" INSTALL SIDEWALK CURB CHASE DRAINS (CHASE ASSEMBLY PROVIDED)	60	LF	$115.00
609A	MOUNTABLE CURB, GUTTER AND SIDEWALK 6'6"	50	LF	$59.00

609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	362	LF	$72.00
609C	CURB AND GUTTER TYPE 2 (SECTION I-B)	50	LF	$28.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-B)	50	LF	$37.00
609E	CURB AND GUTTER TYPE 2 (SECTION II-M)	50	LF	$35.00
609F	MOUNTABLE CURB,GUTTER AND SIDEWALK 5' 6"	200	LF	$58.00
610A	MEDIAN COVER MATERIAL(PATTERN CONCRETE)	808	SF	$17.50
610B	MEDIAN COVER MATERIAL(PATTERN CONCRETE)(WASH & SEAL)	26,900	SF	$6.00
610C	STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$42.00
620	SANITARY FACILITY	1	LS	$650.00
626B	MOBILIZATION (SUBSEQUENT WORK LIST)	1	DAY	$700.00
627A	PAVEMENT MARKINGS (PAINT) (4" WHITE)	15	SF	$1.10
627B	PAVEMENT MARKINGS (PAINT) (4" DOUBLE YELLOW)	15	SF	$2.00
627C	PAVEMENT MARKINGS (PAINT) (6" WHITE)	15	SF	$1.10
627D	PAVEMENT MARKINGS (PAINT) (XWALKS/STOPBAR)	30	SF	$2.30
627E	PAVEMENT MARKINGS (SYMBOL) (PREFORMED PLASTIC)	30	SF	$30.00
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED PLASTIC)	30	SF	$16.99
630B	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(LOCAL STREET)	1	DAY	$550.00
630C	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(PRIMARY STREET)	1	DAY	$700.00
630D	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	1	DAY	$100.00
720	MATERIALS SAMPLING & TESTING	1	DAY	$200.00

EXHIBIT 2

Task Order # _____

CON-YEAR-XXXX

TASK ORDER

This Task Order, dated this ____ day of _____, 20__ is issued in accordance with the terms and conditions of the Town of Castle Rock Services Agreement to Provide On-Call __ Services dated _____ ("Agreement"), including rates and fees established therein. The scope of services to be performed under this Task Order is attached as ***Exhibit 1***. Contractor shall reference the Task Order number assigned above on all correspondence and billings.

Task Title:

Cost of Task:

Schedule:

Town of Castle Rock

_____
Daniel Sailer, Department Director

Approved as to form:

_____
William Langford, Assistant Town Attorney

Approved as to content:

_____
_____, Project Manager

Contractor:

By: _____
(Signature)

_____
(Print Name)

Its: _____
(Title)

Account Number:

Project Manager:

EXEMPLAR – NOT FOR EXECUTION

EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CO Insurance Services LLC 2045 Mulligan Drive Colorado Springs CO 80920	CONTACT NAME: MICHAEL HENDRICKSON PHONE (A/C, No, Ext): 719-785-1330 FAX (A/C, No): E-MAIL ADDRESS: coinsuranceservicesinc@gmail.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : STATE NATIONAL INSURANCE COMPANY, IN	12831
INSURED	CMH CONCRETE AND PUMPING 5210 E 78TH AVE COMMERCE CITY CO 80022	INSURER B : PROGRESSIVE	10194
		INSURER C : CLEAR SPRINGS	
		INSURER D : ALLIED	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓	✓	NXTLK9YTPX-00-GL	02/04/2026	02/04/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		990803358	12/26/2026	12/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000.00 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	NXTLK9YTPX-00-GL	02/04/2026	02/04/2027	EACH OCCURRENCE AGGREGATE	$1,000,000.00 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	CWC03260300	09/04/2025	09/04/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000.00 $1,000,000.00 $1,000,000.00
D	POLLUTION LIABILITY INCLUDING SUDDEN & ACCIDENTAL POLLUTION			PL58415254	05/14/2026	04/14/2026	EACH POLLUTION CONDITION AGGREGATE	$1,000,000 $2,000,000
D	PROFESSIONAL LIABILITY			SD8548478	05/14/2026	05/14/2026	LIMIT AND AGGREGATE	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is TOWN OF CASTLE ROCK. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy on a primary and non-contributory basis. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to ongoing operations. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to completed operations. General Liability coverage applies for operations in Colorado. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the

CERTIFICATE HOLDER	CANCELLATION
TOWN OF CASTLE ROCK ATTENTION: PUBLIC WORKS DEPARTMENT 4175 CASTLETON COURT CASTLE ROCK, CO 80109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MICHAEL HENDRICKSON

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TOWN OF CASTLE ROCK
AGREEMENT TO PROVIDE ON-CALL SERVICES
(Minor Miscellaneous Pavement & Sidewalk Repair Services – Public Works)

DATE: June 2, 2026.

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

KRM CONCRETE LLC, a Colorado corporation, 6900 Fern Drive, Denver, Colorado 80221 ("Contractor").

RECITALS:

I. The Town issued a Request for Bids from qualified contractors with expertise in pavement and sidewalk repair services.

II. Contractor timely submitted its Bids.

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

TERMS:

1. **Scope of Services.** Contractor shall provide all of the services, labor, materials, goods, products, and or deliverables as set forth on ***Exhibit 1*** ("Services") as-needed for the Town. The Town shall request Services under this Agreement on an as-needed basis. If a request for Services is accepted, Contractor shall complete the Services for each task in accordance with the timeframe agreed upon by the Parties. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. Contractor may decline to undertake a request for Services. Town shall not be obligated to use Contractor for any specific Service. Town, in its sole discretion, shall have the right to utilize other Contractors for similar services, including but not limited to in the event Contractor fails to timely respond to or declines to accept a Town request for Services under this Agreement. The Town shall issue task orders to Contractor generally in the form attached as ***Exhibit 2*** to indicate its desire for Contractor to perform specific Services at a designated time and location ("Task Order"). Contractor shall notify the Town in writing of its decision to either accept or decline the Task Order within three (3) business days of receipt of said Task Order. Contractor's failure to respond within said time period shall be deemed to constitute a decision by the Contractor to decline the Task Order.

2. **Payment.** Contractor shall invoice the Town for the Services rendered in accordance with an accepted Task Order subject to the rates and fee schedule as set forth in ***Exhibit 1***. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations

("disputed Services"). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Contractor, whether in whole or in part, within thirty (30) days of receipt of such invoice Parties understand that the Town has budgeted a total of **$1,500,000.00** for miscellaneous sidewalk and pavement repair and that on-call services contracts for the miscellaneous sidewalk and pavement repair will be entered between two (2) additional contractors utilizing a communal budgeted amount. Parties agree and understand that in no event shall the total sum paid for task orders between all contractors performing Services for Town exceed a total of **$1,500,000.00**. Parties agree and understand that in no event shall the total payment to Contractor for the Services under this Agreement exceed **$1,500,000.00** unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **May 31, 2027** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) years under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement.

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

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services as necessary to complete the Services. Contractor will submit any proposed subcontractors and the description of subcontractor services to the Town for its prior approval. Contractor shall be solely responsible for payment to any such approved subcontractor.

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

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

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

9. **Insurance.**

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

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

B. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as ***Exhibit* 3**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

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

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

J. **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided

by the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

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

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

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

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

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

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

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

20. **Title VI Compliance.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

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

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the

extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

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

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

24. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the State of Colorado. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

26. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

29. **Confidentiality.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Contractor's Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) any Task Order issued under this Agreement.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – EXEMPLAR TASK ORDER
EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

William Langford, Assistant Town Attorney

Approved as to content:

Daniel Sailer, Director of Public Works

CONTRACTOR:

KRM CONCRETE LLC

By: _____
(Signature)

Katherine Moreno
(Print Name)

Its: President
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Contractor shall provide Services, as outlined below, as-needed by the Town pursuant to an issued Task Order that has been accepted by the Contractor in writing.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	287	LF	$12.00
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	686	LF	$18.00
202C	REMOVAL OF SIDEWALK	355	SY	$18.50
202D	REMOVAL OF CONCRETE PAVEMENT	660	SY	$25.00
202E	REMOVAL OF CURB RAMP	1,099	SY	$19.00
202F	REMOVAL OF MEDIAN COVER MATERIAL (PATTERN CONCRETE)	600	SF	$3.00
202G	REMOVAL OF STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$12.50
202H	REMOVAL OF PAVEMENT MARKINGS	30	SF	$10.00
	CONCRETE PANEL GRINDING (SIDEWALK TRIP HAZARDS)	200	LF	$12.00
203A	UNCLASSIFIED EXCAVATION (CIP)	71	CY	$90.00
203B	TEST HOLE	30	HR	$350.00
208	CONCRETE WASHOUT STRUCTURE	1	EA	$3,500.00
210A	TYPE R INLET TOP	84	SF	$80.00
210B	TYPE R INLET PAN	12	LF	$90.00
210C	RESET CHASE DRAIN	10	EA	$1,500.00
304	AGGREGATE BASE COURSE (CLASS 6)	161	CY	$60.00
403A	HMA/WMA (PATCHING) (GR SX) (CIP)(MINIMUM 6" DEPTH)	35	TON	$220.00
412A	CONCRETE PAVEMENT (10") (FILLET)	403	SY	$225.00
412B	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	15	SY	$230.00
608A	CONCRETE SIDEWALK (6")	244	SY	$115.00
608B	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON DOMES)	471	SY	$127.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON DOMES)	141	SY	$127.00
609	MOUNTABLE CURB, GUTTER AND WALK 7' 11" INSTALL SIDEWALK CURB CHASE DRAINS (CHASE ASSEMBLY PROVIDED)	60	LF	$110.00
609A	MOUNTABLE CURB, GUTTER AND SIDEWALK 6'6"	50	LF	$80.00

609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	362	LF	$105.00
609C	CURB AND GUTTER TYPE 2 (SECTION I-B)	50	LF	$35.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-B)	50	LF	$37.00
609E	CURB AND GUTTER TYPE 2 (SECTION II-M)	50	LF	$37.00
609F	MOUNTABLE CURB,GUTTER AND SIDEWALK 5' 6"	200	LF	$75.00
610A	MEDIAN COVER MATERIAL(PATTERN CONCRETE)	808	SF	$15.00
610B	MEDIAN COVER MATERIAL(PATTERN CONCRETE)(WASH & SEAL)	26,900	SF	$14.50
610C	STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$37.00
620	SANITARY FACILITY	1	LS	$700.00
626B	MOBILIZATION (SUBSEQUENT WORK LIST)	1	DAY	$3,500.00
627A	PAVEMENT MARKINGS (PAINT) (4" WHITE)	15	SF	$22.00
627B	PAVEMENT MARKINGS (PAINT) (4" DOUBLE YELLOW)	15	SF	$22.00
627C	PAVEMENT MARKINGS (PAINT) (6" WHITE)	15	SF	$22.00
627D	PAVEMENT MARKINGS (PAINT) (XWALKS/STOPBAR)	30	SF	$22.00
627E	PAVEMENT MARKINGS (SYMBOL) (PREFORMED PLASTIC)	30	SF	$22.00
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED PLASTIC)	30	SF	$22.00
630B	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(LOCAL STREET)	1	DAY	$2,500.00
630C	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(PRIMARY STREET)	1	DAY	$3,500.00
630D	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	1	DAY	$140.00
720	MATERIALS SAMPLING & TESTING	1	DAY	$1,500.00

EXHIBIT 2

Task Order # _____

CON-YEAR-XXXX

TASK ORDER

This Task Order, dated this ____ day of _____, 20__ is issued in accordance with the terms and conditions of the Town of Castle Rock Services Agreement to Provide On-Call __ Services dated _____ ("Agreement"), including rates and fees established therein. The scope of services to be performed under this Task Order is attached as ***Exhibit 1***. Contractor shall reference the Task Order number assigned above on all correspondence and billings.

Task Title:

Cost of Task:

Schedule:

Town of Castle Rock

_____
Daniel Sailer, Department Director

Approved as to form:

_____
William Langford, Assistant Town Attorney

Approved as to content:

_____
_____, Project Manager

Contractor:

By: _____
(Signature)

_____
(Print Name)

Its: _____
(Title)

Account Number:
Project Manager:

EXEMPLAR – NOT FOR EXECUTION

EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	**CONTACT NAME:** Maria Kubat **PHONE (A/C, No, Ext):** 303-996-7800 **FAX (A/C, No):** 303-757-7719 **E-MAIL ADDRESS:** mkubat@crsdenver.com
INSURED KRMCONC-01 KRM Concrete LLC 6900 Fern Drive Denver CO 80221	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Employers Mutual Casualty Co. 21415 **INSURER B :** Pinnacol Assurance 41190 **INSURER C :** Indian Harbor Insurance 36940 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1261437774 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6X48209	8/25/2025	8/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		6X48209	8/25/2025	8/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			6X48209	8/25/2025	8/25/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4239308	9/1/2025	9/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C C	Leased/Rented Equipment Pollution Liability Professional Liabililty			6X48209 PEC2000818 TBD	8/25/2025 5/29/2025 5/29/2026	8/25/2026 5/29/2026 5/29/2027	Limit Limit Limit	100,000 2,000,000 $2M/$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Castle Rock, its Elected and Appointed Officials, Employees and Volunteers included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract.

CERTIFICATE HOLDER

Town of Castle Rock
100 N. Wilcox Street
Castle Rock CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF CASTLE ROCK
AGREEMENT TO PROVIDE ON-CALL SERVICES
(Minor Miscellaneous Pavement & Sidewalk Repair Services – Public Works)

DATE: June 2, 2026.

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

SABELL'S CIVIL AND LANDSCAPE L.L.C., a Colorado limited liability company, 8500 W Bowles Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

RECITALS:

I. The Town issued a Request for Bids from qualified contractors with expertise in pavement and sidewalk repair services.

II. Contractor timely submitted its Bids.

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

TERMS:

1. **Scope of Services.** Contractor shall provide all of the services, labor, materials, goods, products, and or deliverables as set forth on ***Exhibit 1*** ("Services") as-needed for the Town. The Town shall request Services under this Agreement on an as-needed basis. If a request for Services is accepted, Contractor shall complete the Services for each task in accordance with the timeframe agreed upon by the Parties. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. Contractor may decline to undertake a request for Services. Town shall not be obligated to use Contractor for any specific Service. Town, in its sole discretion, shall have the right to utilize other Contractors for similar services, including but not limited to in the event Contractor fails to timely respond to or declines to accept a Town request for Services under this Agreement. The Town shall issue task orders to Contractor generally in the form attached as ***Exhibit 2*** to indicate its desire for Contractor to perform specific Services at a designated time and location ("Task Order"). Contractor shall notify the Town in writing of its decision to either accept or decline the Task Order within three (3) business days of receipt of said Task Order. Contractor's failure to respond within said time period shall be deemed to constitute a decision by the Contractor to decline the Task Order.

2. **Payment.** Contractor shall invoice the Town for the Services rendered in accordance with an accepted Task Order subject to the rates and fee schedule as set forth in ***Exhibit 1***. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in

conformance with all applicable federal, state, and local laws, ordinances, rules and regulations ("disputed Services"). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Contractor, whether in whole or in part, within thirty (30) days of receipt of such invoice. Parties understand that the Town has budgeted a total of **$1,500,000.00** for miscellaneous sidewalk and pavement repair and that on-call services contracts for the miscellaneous sidewalk and pavement repair will be entered between two (2) additional contractors utilizing a communal budgeted amount. Parties agree and understand that in no event shall the total sum paid for task orders between all contractors performing Services for Town exceed a total of **$1,500,000.00**. Parties agree and understand that in no event shall the total payment to Contractor for the Services under this Agreement exceed **$1,500,000.00** unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **May 31, 2027** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) years under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement.

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

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services as necessary to complete the Services. Contractor will submit any proposed subcontractors and the description of subcontractor services to the Town for its prior approval. Contractor shall be solely responsible for payment to any such approved subcontractor.

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

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

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

previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Insurance.**

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

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

B. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as ***Exhibit* 3**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

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

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

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

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

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

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

J. **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of

this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

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

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

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

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

17. **Venue and Choice of Law.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of

the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

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

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

20. **Title VI Compliance.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

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

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the

following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

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

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

24. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the State of Colorado. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

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

receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

29. **Confidentiality.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Contractor's Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) any Task Order issued under this Agreement.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – EXEMPLAR TASK ORDER
EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
William Langford, Assistant Town Attorney

Approved as to content:

_____
Daniel Sailer, Director of Public Works

CONTRACTOR:

SABELL'S CIVIL AND LANDSCAPE L.L.C.

By: Laura Strauch
(Signature)

Laura Strauch
(Print Name)

Its: Owner
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Contractor shall provide Services, as outlined below, as-needed by the Town pursuant to an issued Task Order that has been accepted by Contractor in writing.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT COST
202A	REMOVAL OF CURB AND GUTTER TYPE 2	287	LF	$12.00
202B	REMOVAL OF CURB, GUTTER AND SIDEWALK	686	LF	$14.00
202C	REMOVAL OF SIDEWALK	355	SY	$20.00
202D	REMOVAL OF CONCRETE PAVEMENT	660	SY	$20.00
202E	REMOVAL OF CURB RAMP	1,099	SY	$22.00
202F	REMOVAL OF MEDIAN COVER MATERIAL (PATTERN CONCRETE)	600	SF	$4.50
202G	REMOVAL OF STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$15.00
202H	REMOVAL OF PAVEMENT MARKINGS	30	SF	$10.80
	CONCRETE PANEL GRINDING (SIDEWALK TRIP HAZARDS)	200	LF	$3.60
203A	UNCLASSIFIED EXCAVATION (CIP)	71	CY	$40.00
203B	TEST HOLE	30	HR	$225.00
208	CONCRETE WASHOUT STRUCTURE	1	EA	$1,000.00
210A	TYPE R INLET TOP	84	SF	$40.00
210B	TYPE R INLET PAN	12	LF	$30.00
210C	RESET CHASE DRAIN	10	EA	$350.00
304	AGGREGATE BASE COURSE (CLASS 6)	161	CY	$60.00
403A	HMA/WMA (PATCHING) (GR SX) (CIP)(MINIMUM 6" DEPTH)	35	TON	$250.00
412A	CONCRETE PAVEMENT (10") (FILLET)	403	SY	$125.00
412B	CONCRETE PAVEMENT (10") (CROSSPAN) (HIGH EARLY)	15	SY	$125.00
608A	CONCRETE SIDEWALK (6")	244	SY	$78.00
608B	MOUNTABLE CURB CORNER RAMP (ADA)(CAST IRON DOMES)	471	SY	$118.00
608C	MOUNTABLE CURB MID-BLOCK RAMP (ADA) (CAST IRON DOMES)	141	SY	$118.00
609	MOUNTABLE CURB, GUTTER AND WALK 7' 11" INSTALL SIDEWALK CURB CHASE DRAINS (CHASE ASSEMBLY PROVIDED)	60	LF	$125.00
609A	MOUNTABLE CURB, GUTTER AND SIDEWALK 6'6"	50	LF	$85.00

609B	MOUNTABLE CURB, GUTTER AND SIDEWALK 7' 11"	362	LF	$95.00
609C	CURB AND GUTTER TYPE 2 (SECTION I-B)	50	LF	$34.00
609D	CURB AND GUTTER TYPE 2 (SECTION II-B)	50	LF	$37.00
609E	CURB AND GUTTER TYPE 2 (SECTION II-M)	50	LF	$35.50
609F	MOUNTABLE CURB,GUTTER AND SIDEWALK 5' 6"	200	LF	$80.00
610A	MEDIAN COVER MATERIAL(PATTERN CONCRETE)	808	SF	$13.50
610B	MEDIAN COVER MATERIAL(PATTERN CONCRETE)(WASH & SEAL)	26,900	SF	$10.50
610C	STAMPED FACE CONCRETE SPLASH BLOCK	120	LF	$40.00
620	SANITARY FACILITY	1	LS	$600.00
626B	MOBILIZATION (SUBSEQUENT WORK LIST)	1	DAY	$3,250.00
627A	PAVEMENT MARKINGS (PAINT) (4" WHITE)	15	SF	$3.50
627B	PAVEMENT MARKINGS (PAINT) (4" DOUBLE YELLOW)	15	SF	$5.00
627C	PAVEMENT MARKINGS (PAINT) (6" WHITE)	15	SF	$3.50
627D	PAVEMENT MARKINGS (PAINT) (XWALKS/STOPBAR)	30	SF	$15.00
627E	PAVEMENT MARKINGS (SYMBOL) (PREFORMED PLASTIC)	30	SF	$30.00
627F	PAVEMENT MARKINGS (XWALK/STOPBAR)(PREFORMED PLASTIC)	30	SF	$20.00
630B	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(LOCAL STREET)	1	DAY	$1,200.00
630C	TRAFFIC CONTROL MANAGEMENT (SUBSEQUENT WORK LIST)(PRIMARY STREET)	1	DAY	$2,500.00
630D	VARIABLE MESSAGE SIGN (2 VMS PER DAY)	1	DAY	$250.00
720	MATERIALS SAMPLING & TESTING	1	DAY	$750.00

EXHIBIT 2

Task Order # _____

CON-YEAR-XXXX

TASK ORDER

This Task Order, dated this ____ day of _____, 20__ is issued in accordance with the terms and conditions of the Town of Castle Rock Services Agreement to Provide On-Call __ Services dated _____ ("Agreement"), including rates and fees established therein. The scope of services to be performed under this Task Order is attached as ***Exhibit 1***. Contractor shall reference the Task Order number assigned above on all correspondence and billings.

Task Title:

Cost of Task:

Schedule:

Town of Castle Rock

_____
Daniel Sailer, Department Director

Approved as to form:

_____
William Langford, Assistant Town Attorney

Approved as to content:

_____
_____Project Manager

Contractor:

By: _____
(Signature)

_____
(Print Name)

Its: _____
(Title)

Account Number:
Project Manager:

EXEMPLAR – NOT FOR EXECUTION

EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kori Campbell
Leavitt Group of Colorado 1720 Jet Stream Drive Suite 100 Colorado Springs CO 80921	PHONE (A/C, No, Ext): (719)528-1884 FAX (A/C, No): (800)746-4434 E-MAIL ADDRESS: kori-campbell@leavitt.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
SaBells Civil and Landscape LLC 8500 W. Bowles Ave., Ste 204 Littleton CO 80123	INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : Pinnacle National Insurance Company — 21296 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26/27 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	CLP3768801	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	Y	CAP3768802	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3768803	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	IWZ-200032-00	3/1/2026	3/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			CPLMOL137910	3/1/2026	3/1/2027	Each Occurrence	$2,000,000
A	Leased/Rented Equipment			CLP3768801	3/1/2026	3/1/2027	Limit	$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Castle Rock, its elected and appointed officials, employees,agents and volunteers are listed as Additional Insured with respects to General Liability & Auto Liability as required per written contract. Coverage is on a primary & non-contributory basis. A waiver of subrogtion applies in favor of the additional insureds with respects to General Liability, Auto Liability and Workers Compensation. A 30-Day notice of cancellation applies to the holder for any reason.
THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

MRoth@crgov.com

Town of Castle Rock
100 N Wilcox Street
Castle Rock, CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kori Campbell/KOCAMP Kori Campbell

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Print

Castle Rock Town Council Meeting Comments - Submission #172914

Date Submitted: 5/28/2026

June 2, 2026 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, June 2, 2026. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

Please be advised that your name and comments will be included as part of the public record of this meeting, and therefore, subject to disclosure under the Colorado Open Records Act statute.

Agenda item on which to comment*

Unscheduled Public Appearances

Please pick one. To comment on more than one item, please submit an additional form.

Comment*

Resolution 7 specifically KRM concrete not being a qualified contractor. Additionally the work that has been performed in Terrain is out of specification for Castle Rock. Curing incorrectly, using water to finish concrete, steel trowel usage on air entrained concrete, damaging adjacent concrete, pouring on saturated ground, leaving gravel and rocks on the streets, not following stormwater regulations including concrete washout directly into stormwater drains, and pouring in the rain. It is my opinion this concrete will not last its lifecycle expectancy. The Town should have this work redone at no cost to the tax payers or pay a heavily discounted rate. As a business owner we have worked on several development projects. Currently it appears there is a double standard between the specifications the development inspections require vs the public works inspections. I don't think it is viable to hold some companies to the fullest extent of the Castle Rock specifications and other companies are held to zero of the specifications. Please let me know if you would like videos and photos in a link to discuss the issues I have mentioned. The views I will share as a resident should not reflect nor cause retaliation on my business for current work or future contracts and bidding.

First Name*

Bryce

Last Name*

Thoutt

Address*

[redacted]

City*

Castle Rock

State*

CO

Zip*

80108

Email address*

[redacted]

Do you wish to address Council on this item?*

- (●) Yes: In person
- ( ) No

If you wish to speak in person, you must sign in at the greeter's table when you arrive in person, at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please plan to arrive at the start of the meeting, as agenda times are approximate.

Those not wishing to attend can watch the meeting at CRgov.com/WatchCouncil or on Comcast Channel 22.

What is your affiliation?*

- [x] Resident
- [ ] Nonresident representing Castle Rock business
- [x] Nonresidents and businesses outside the Town of Castle Rock

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 8. **File #:** RES 2026-063

To: Honorable Mayor and Members of Town Council

From: Jeff Brauer, Director of Parks and Recreation

Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving an Equipment and Services Acquisition Agreement with LLJMWT LLC d/b/a L.L. Johnson Distributing Company, Inc. for Red Hawk Ridge Golf Course Equipment

Executive Summary

The purpose of this agenda item is to seek approval to waive the formal written bidding requirement on the basis of sole source and approve an equipment and services acquisition agreement with LLJMWT LLC d/b/a L.L. Johnson Distributing Company, Inc. ("L.L. Johnson") for the purchase of maintenance equipment for Red Hawk Ridge Golf Course for total purchase authorization of $999,662.83.

The proposed acquisition includes replacement of essential equipment utilized in daily golf course operations. Much of the existing equipment has exceeded its useful life, resulting in increased maintenance costs, operational inefficiencies, and reliability concerns. Replacement will support continued high-quality course conditions and maintain the level of service expected by Red Hawk Ridge customers.

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

Town Council previously approved golf course equipment acquisitions to support ongoing operations and replacement of aging fleet for the course. The 2026 adopted budget and 2026-2030 Balanced Financial Plan for the Golf Course Fund identified replacing golf maintenance equipment as a capital priority. The adopted budget includes funding within the Five-Year Capital Improvement Program for new golf equipment and related golf course capital improvements.

Discussion

Staff is requesting approval to purchase golf course maintenance equipment from L.L. Johnson, the authorized regional distributor for Toro equipment. The proposed purchase utilizes competitively solicited Sourcewell cooperative purchasing pricing under Contract #112624-TTC.

The proposed package totals $999,662.83 and includes replacement of several critical pieces of

equipment utilized throughout golf course operations. The proposed acquisition also includes trade-in allowances for existing equipment that has reached or exceeded expected operational life.

Equipment proposed for acquisition includes:

- Groundsmaster 4500
- Reelmaster 5410-D fairway mowers
- Greensmaster 3150-Q greens mowers
- Sand Pro 5040 bunker maintenance equipment
- Toro GreensPro 1700 greens rollers
- Multi Pro 5800-G sprayer
- ProCore aeration equipment
- Workman utility vehicles
- Groundsmaster 3500-D mower
- Ventrac tractor and attachments
- Additional accessories, attachments, and support equipment

Staff recommends utilizing L.L. Johnson due to the company's status as the authorized regional Toro distributor, its ability to provide local parts and service support, and the operational efficiencies gained through standardization of Toro equipment across golf course operations. The cooperative procurement process through Sourcewell satisfies the Town's competitive procurement requirements while reducing administrative costs and leveraging nationally solicited pricing.

Replacement of this equipment is necessary to maintain course quality standards, reduce downtime associated with aging equipment, improve operational efficiency, and support the long-term sustainability of golf course operations.

Budget Impact

The total acquisition cost is $999,662.83. Funding for the acquisition was included in the Town's adopted 2026 Golf Course Fund budget and Five-Year Capital Improvement Program.

The General Fund shall provide an interfund loan to the Golf Fund in the amount of $999,683 for the acquisition of golf course maintenance equipment. The Golf Fund shall repay the General Fund over a five-year term at an interest rate of 1.5% per annum. Annual payments are estimated at approximately $209,023 through 2030.

Annual principal payments will be charged to 214-5390-453.90-30. Interest payments will be charged to 214-5390-453.90-20.

Staff Recommendation

Staff recommends that Town Council approves the resolution as introduced by title.

Proposed Motion

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

Alterative 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

Resolution
Sole Source Justification Form
Acquisition Agreement

RESOLUTION NO. 2026-063

A RESOLUTION WAIVING THE FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE AND APPROVING AN EQUIPMENT AND SERVICES ACQUISITION AGREEMENT WITH LLJMWT LLC D/B/A L.L. JOHNSON DISTRIBUTING COMPANY, INC. FOR RED HAWK RIDGE GOLF COURSE EQUIPMENT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has identified a contractor to provide golf course maintenance equipment and services for Red Hawk Ridge Golf Course (the "Project"); and

WHEREAS, the Town has determined that LLJMWT LLC D/B/A L.L. Johnson Distributing Company (the "Contractor"), is best suited to undertake and complete the Project; 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, the item or service has been formally awarded to a vendor through cooperative purchasing, or the Town currently has a contract in place with a vendor 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, because the product or service has been formally awarded to the Contractor through cooperative purchasing, Town Staff recommends Town Council waive the formal written sealed bid requirement on the basis of sole source; and

WHEREAS, subject to Town Council's waiver of the requirement for formal written sealed bids, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide equipment and services for the Project (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 form presented at tonight's meeting.

Section 2. **Agreement Approval.** The Agreement between the Town and the Contractor is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 3. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed $999,662.83, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Jeff Brauer, Director of Parks and Recreation

Docusign Envelope ID: 25ECD2C1-B427-895D-80AB-A72FF6D17179

TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Golf Equipment for Red Hawk Ridge Golf Course

VENDOR LLJMWT, LLC d/b/a L.L. Johnson Distributing Company, Inc.

AMOUNT OF PURCHASE $ 999,662.83

REQUESTORS NAME Jeff Brauer, Diretcor of Parks and Recreation

DEPARTMENT Parks and Recreation

DEPARTMENT DIRECTOR's Approval DocuSigned by: Jeff Brauer C2023CB0DAEE460...

FINANCE DEPARTMENT's Approval Signed by: Trish Muller 47B109A71C08406...

TOWN MANAGER's (or Designee) Approval Signed by: David L. Corliss 1BB5457CEE75414...

TOWN COUNCIL's Approval, when necessary

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	☒
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	☐
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	☐

Docusign Envelope ID: 25ECD2C1-B427-895D-80AB-A72FF6D17179

Per Municipal Code 3.02.060:

Purchases over one thousand dollars ($1,000.00) and up to and including five thousand dollars ($5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over five thousand dollars ($5,000.00) and up to seventy-five thousand dollars ($75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over seventy-five thousand dollars ($75,000.00) require formal written sealed bids unless waived by the Town Manager for purchases up to and including two hundred fifty thousand dollars ($250,000.00) or by Town Council for purchases over two hundred fifty thousand dollars ($250,000.00) on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

The Town intends to purchase golf course maintenance equipment from L.L. Johnson Distributing Company, the authorized regional distributor for Toro equipment, utilizing Sourcewell Cooperative Purchasing Contract #112624-TTC pricing. The attached proposal reflects competitively solicited Sourcewell contract pricing, including applicable service fees for delivery, setup, and freight.

Use of Sourcewell satisfies the Town's competitive procurement requirements while reducing administrative time and ensuring nationally bid, volume-discounted pricing. This approach is consistent with prior Council-approved equipment purchases utilizing cooperative procurement methods.

L.L. Johnson provides local sales, service, and parts support, ensuring operational continuity. Standardizing Toro equipment across operations improves efficiency, reduces maintenance complexity, and lowers lifecycle costs.

TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(Red Hawk Ridge Golf Course Equipment – Parks & Recreation)

DATE: 5-27-2026

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

LLJMWT LLC D/B/A L.L. JOHNSON DISTRIBUTING COMPANY, INC., a Delaware limited liability company, 4700 Holly St., Denver, Colorado 80216 ("Contractor").

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The product or service has been formally awarded to a vendor through a cooperative purchasing group, the Sourcewell Cooperative Purchasing Contract #112624-TTC, ***Exhibit 3***, which satisfies the Town's competitive procurement requirements.

III. The Town hereby engages Contractor pursuant to its Sole Source policy to provide the services and equipment more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Work.** Contractor shall perform all of the services and provide all materials, goods, products, equipment, and or deliverables as set forth on ***Exhibit 1*** ("Work"). Contractor shall deliver all materials, goods, products, equipment and or deliverables at the location specified by the Town, by the date mutually agreed upon by the Parties, but in no event no later than the expiration of the Term of the Agreement. Contractor shall complete the Work consistent with standards and practices of the profession.

2. **Payment**. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed **$999,662.83**, including for transportation and or delivery expenses, unless authorized in writing by the Town. Contractor shall invoice Town for the Work rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. Town may withhold payment in whole, or in part, for the Work 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 Contractor is in default of the Inspection and Warranty Section herein, below ("disputed Work"). The Town shall not be required to pay for disputed Work until the dispute is resolved.

Subject to the foregoing, Town shall remit payment to Contractor, whether in whole or in part within thirty (30) days of receipt of such invoice.

3. **Term.** Contractor understands time is of the essence in this Agreement. The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 2026** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions for no more than one (1) year by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the Payment Section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

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

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services/work as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services/work to the Town for its prior approval.

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

7. **Risk of Loss**. With respect to any materials, goods, products, and/or equipment provided under this Agreement, risk of loss shall not pass to the Town until such materials, goods, products, and/or equipment has been received and accepted by the Town, pursuant to the Inspection and Warranty Section herein, above, at the destination specified by the Town. Contractor 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.

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

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

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

11. **Insurance.**

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

or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

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

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

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

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

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

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

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

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

12. **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.

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

14. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the State of Colorado. In addition, Contractor shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

15. **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.

16. **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.

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

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

19. **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.

20. **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.

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

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

23. **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.

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

25. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Work outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. However, Contractor acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Work.

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

upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

27. **Independent Contractor.** Nothing herein contained shall ever be construed as to constitute the Parties hereto as a partnership or joint venture. The Parties hereby represent that Contractor is acting in the capacity of an independent contractor with respect to the Town for all purposes under this Agreement. Contractor represents and warrants that Contractor is free from the Town's direction and control in the performance of Contractor's obligations under this Agreement and that Contractor has an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services Contractor will perform or the manner in which such work or services will be performed. Contractor is not covered by any worker's compensation insurance or any other insurance maintained by the Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

28. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. **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.

30. **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 arising out of this Agreement.

31. **Confidentiality.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering Services or Work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information

that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

32. **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) Sourcewell Cooperative Purchasing Master Agreement #112624, (3) Exhibit containing Contractor's Certificate of Insurance; and (4) Exhibit containing the Scope of Work and Fee Schedule.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF WORK AND FEE SCHEDULE
EXHIBIT 2 – CONTRACTOR'S CERTIFICATE OF INSURANCE
EXHIBIT 3 – SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENT #112624

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ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Lauren DiDomenico, Assistant Town Attorney

Approved as to content:

Jeff Brauer, Director of Parks & Recreation

CONTRACTOR:

LLJMWT LLC D/B/A L.L. JOHNSON DISTRIBUTING COMPANY, INC.

By: Brandon Bollerud
(Signature)

BRANDON BOLLERUD
(Print Name)

Its: Commercial Turf Sales Manager
(Title)

EXHIBIT 1

SCOPE OF WORK AND FEE SCHEDULE

Qty	Model Number	Description	Each unit price	Extended price
1	30885	Groundsmaster 4500	$95,884.62	$95,884.62
1	30669	Universal Sunshade, White	$800.28	$800.28
1	Service Fee	Sourcewell Service Fee		$3,867.40
-1		GM4500 4,600 hours	-$5,000.00	-$5,000.00
			Total	**$95,552.30**

Qty	Model Number	Description	Each unit price	Extended price
2	03952	Reelmaster 5410-D	$65,633.88	$131,267.76
10	03621	22 Inch 5 Inch 8-Blade Radial Reel (RR) EdgeSeries	$3,797.82	$37,978.20
2	03406	5 Inch Powered Rear Roller Brush for Cutting Units without Groomers	$3,855.54	$7,711.08
2	03645	CrossTrax All-wheel Drive Kit	$5,628.48	$11,256.96
1	Service Fee	Sourcewell Service Fee		$7,528.56
-1		RM5410- 2WD - 4010 HOURS	-$4,000.00	-$4,000.00
-1		RM5410- 4WD - 2800 HOURS	-$8,000.00	-$8,000.00
			Total	**$183,742.56**

Qty	Model Number	Description	Each unit price	Extended price
4	04358	Greensmaster 3150-Q	$34,450.26	$137,801.04
12	04654	11 Blade Cutting Unit	$3,279.12	$39,349.44
12	04255	Narrow Wiehle Roller (One roller)	$384.54	$4,614.48
12	04648	Universal Groomer Drive	$2,217.54	$26,610.48
12	04802	Twin Tip Groomer Blade Assembly (21 Inch)	$880.62	$10,567.44
4	138-4976	Pull Link Kit (Set Of 3)	$971.34	$3,885.36
4	04555	Light Kit - LED	$737.88	$2,951.52
4	04476	3 WD Kit (Without ROPS)	$3,809.52	$15,238.08
1	Service Fee	Sourcewell Service Fee		$9,640.71
-4		Trade in GR3150's approximately 4,200 hours ea	-$500.00	-$2,000.00
			Total	**$248,658.55**

Qty	Model Number	Description	Each unit price	Extended price
2	08745	Sand Pro 5040	$24,900.72	$49,801.44
2	08714	Manual Blade (40 Inch)	$1,915.68	$3,831.36
2	08751	QAS Tooth Rake	$1,900.08	$3,800.16
2	119-7158	Pivot Trowel Kit (QAS Tooth Rake)	$222.50	$445.00
1	Service Fee	Sourcewell Service Fee		$2,315.12

-2		SP5040 tooth rake only 4,500 hours	-$500.00	-$1,000.00
			Total	**$59,193.08**

Qty	Model Number	Description	Each unit price	Extended price
2	44914	Toro GreensPro 1700 Lithium Powered Greens Roller	$39,000.00	$78,000.00
1	Service Fee	Sourcewell Service Fee		$3,120.00
-1		GP1260 275 hours	-$500.00	-$500.00
-1		GP1240 721 hours	-$500.00	-$500.00
-1		True Turf Roller no hour meter	-$500.00	-$500.00
			Total	**$79,620.00**

Qty	Model Number	Description	Each unit price	Extended price
1	41394	Multi Pro 5800-G with ExcelaRate	$68,740.62	$68,740.62
12	120-0712	Light Blue 1.00 gpm nozzle @ 40 PSI	$15.75	$189.00
12	121-5062	Cap and Gasket for AI Turbo TwinJet	$4.36	$52.32
1	41249	Foam Marker Kit	$2,633.28	$2,633.28
1	136-0458	Finish Kit, Foam Marker	$566.44	$566.44
1	Service Fee	Sourcewell Service Fee		$2,887.27
			Total	**$75,068.93**

Qty	Model Number	Description	Each unit price	Extended price
1	09960	ProCore 648s	$37,088.22	$37,088.22
3	09796	4 Tine 3/4 Inch Head Set	$265.98	$797.94
24	114-0558	Titan Side Eject Ext Taper 3/4 Inch (6.50 Inch X .660 Inch)	$7.75	$186.00
2	120-1045	Guard-Turf, 4 Tine, Short	$56.65	$113.30
1	120-1046	Guard-Turf, 4 Tine, Long	$87.01	$87.01
1	Service Fee	Sourcewell Service Fee		$1,530.90
			Total	**$39,803.37**

Qty	Model Number	Description	Each unit price	Extended price
1	HSC18A5	Classen 18" PRO Sod Cutter, Honda, GX160 5.5hp engine	$6,584.00	$6,584.00
		Includes rear swivel wheel and two year warranty		
			Total	**$6,584.00**

Qty	Model Number	Description	Each unit price	Extended price
1	07424LT	Workman LTX EFI Lifted	$11,430.35	$11,430.35
1	07450	Steel Flatbed	$861.12	$861.12
1	07144	12v Electric Lift Kit	$850.20	$850.20
1	08148	Side Bed Racking	$382.98	$382.98

1	08147	Center Bed Racking	$431.34	$431.34
1	07451	Steel Bed Sides	$506.22	$506.22
1	07921	2-Person Canopy	$759.72	$759.72
1	07923	Fold-Down Windshield	$327.60	$327.60
1	07145	Brush Guard	$416.52	$416.52
1	Service Fee	Sourcewell Service Fee		$638.64
			Total	**$16,604.69**

Qty	Model Number	Description	Each unit price	Extended price
1	07387	Workman HDX - 4WD Diesel (Kubota)	$39,921.18	$39,921.18
1	07316	High Flow Hydraulics Kit	$2,410.98	$2,410.98
1	Service Fee	Sourcewell Service Fee		$1,693.29
			Total	**$44,025.45**

Qty	Model Number	Description	Each unit price	Extended price
1	09935	ProCore SR72	$37,759.80	$37,759.80
1	09954	Rear Roller SR72	$1,165.32	$1,165.32
18	SGS14750	Solid Tine, 18mm x 16.25 Inch [18mm MNT]	$14.00	$252.00
1	Service Fee	Sourcewell Service Fee		$1,567.08
			Total	**$40,744.20**

Qty	Model Number	Description	Each unit price	Extended price
1	30807	Groundsmaster 3500-D	$48,271.08	$48,271.08
1	Service Fee	Sourcewell Service Fee		$1,930.84
			Total	**$50,201.92**

Qty	Model Number	Description	Each unit price	Extended price
1	39.51225	Ventrac Tractor 4520N Kubota WG972 EFI (4520N)	$31,138.80	$31,138.80
1	39.55118	HQ, HQ682 Mower, Tough Cut (HQ682)	$4,690.40	$4,690.40
1	70.8226	Kit, Hydraulic Flip Up HQ682	$510.40	$510.40
1	39.55148	MY, MY562 56" Flail Mower - Fast Cut (MY562)	$7,981.60	$7,981.60
1	70.8224	Kit, Hydraulic Flip Up MW/MY	$554.40	$554.40
1	39.55275	SE, SE530 V-Blade (SE530)	$4,830.00	$4,830.00
1	70.4164	Kit, Dual Front Hyd Aux 4520/4500	$650.00	$650.00
1	70.2018	Cab, KW454 for 4500/4520 (KW454)	$8,948.00	$8,948.00
1	70.8272	Kit, Cab Hazard and Turn Lights KW454	$374.00	$374.00
1	70.8161	Kit, Cab Strobe Light	$360.80	$360.80

1	70.8273	Kit, Cab Windshield Washer KW454	$264.00	$264.00
1	70.2018-1	Kit, Defrost Fan KW454	$255.20	$255.20
1	70.2014-51	Kit, KW452 Heatr Install 4500/4520 N,Y&Z	$334.40	$334.40
1	39.5546	EA, EA600 Aera-vator (EA600)	$7,339.20	$7,339.20
1	70.4161	Kit, 12V Front 4520/4500	$356.40	$356.40
1	70.8014	Kit, Opt Roller EA	$321.20	$321.20
1	70.8015	Kit, Opt Seeder EA	$3,075.60	$3,075.60
1	Service Fee	Sourcewell Service Fee		$2,879.38
-1		GM3300 72" Rotary deck , 60" flail deck, rotary broom 265 hours	-$15,000.00	-$15,000.00
			Total	**$59,863.78**

Grand Total	**$999,662.83**

The "Service Fee" line item is approved by Sourcewell to cover freight, set-up and delivery charges.

All Toro equipment comes with a two year or 1,500 hour warranty.

Any services provided by Contractor that are covered under the warranty period including an onsite service technician shall be covered at no charge.

EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

Client#: 2081603 OAKCRTOP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Den.certificate@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED LLJMWT LLC 4700 Holly St Denver, CO 80216	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO353805201	03/01/2026	03/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP3538053001	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUPC629310326NF	03/01/2026	03/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC353805101	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the Town of Castle Rock, its Elected and Appointed Officials, Employees and Volunteers are named as Additional Insured with regards to Commercial General Liability and Automobile Liability.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 3

SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENT #112624

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: The Toro Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

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of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	The Toro Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Brooke Carey 1279DCB06D184BD...
By: _____	By: _____
Jeremy Schwartz	Brooke Carey
Title: Chief Procurement Officer	Title: Federal Contracts Manager
Date: 1/30/2025 | 6:43 PM CST	Date: 1/30/2025 | 2:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	The Toro Company
Does your company conduct business under any other name? If yes, please state:	Toro
Address:	8111 Lyndale Ave S Bloomington, Minnesota 55420
Contact:	Ryan Miller
Email:	ryan.miller@toro.com
Phone:	330-642-7130
HST#:	41-1953040

Submission Details

Created On:	Monday October 14, 2024 11:17:32
Submitted On:	Tuesday November 26, 2024 12:27:02
Submitted By:	Ryan Miller
Email:	ryan.miller@toro.com
Transaction #:	f0bca2a0-3d9e-45a8-8231-280b53539d39
Submitter's IP Address:	24.239.253.93

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved $4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and $443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member needs. They have protected territories, which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electro-magnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporatedin Delaware:Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-DingoSelected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMT Sourcewell - 2021 - $12mil / 2022 - $30 mil / 2023 - $41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bossplow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements andprovides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.	*
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	"Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Labratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the ""BC"" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - "- Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. “At a glance” overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	NA	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	NA	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcewell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcewell_MSRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcewell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base $500 off Sidewalk Atch $150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
- Financial Strength and Stability - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
- Marketing Plan/Samples - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
- Upload Additional Document - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

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AMENDMENT #1
TO
CONTRACT # 112624-TTC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

   Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

   SETUP
   When an order involves setup charges, it will be –
   a) Determined by the delivering distributor/dealer
   b) Clearly labeled as such unless otherwise requested by the customer.
      - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
   c) Calculated using one of the following methods -
      1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
      2) 5% of the total product cost, with an additional 5% for cabbed units

   Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

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TRAINING
Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION
Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

By: Signed by: Brooke Carey 1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 9. **File #:** RES 2026-064

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 Morre, Water Resources Manager
Zuzana Howard, Water Resources program Analyst

Resolution Approving the 2026 Water Lease Agreement Between the Town of Castle Rock and Riverview Farms

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a Resolution (***Attachment A***) authorizing a Water Lease Agreement (***Exhibit 1***) with Riverview Farms, LLC (Riverview) to lease the Town's Rothe Recharge Credits acquired with the purchase of the Rothe water rights in 2014. Riverview wishes to lease 75 acre-feet (AF) of the recharge credits to offset shortages in the Sublette Augmentation Plan. The augmentation plan has three participants: Town of Castle Rock, Sublette, LLC and Riverview Farms, LLC. Due to the lack of precipitation, there were no water inflows this Water Year. As a result of that, both Sublette and Riverview Farms experienced recharge credits shortages.

The Town will charge $140 per acre-foot, for a total lease value of $10,500, which is reasonable for water of this type and location based on available data from comparable leases in the area. The Town will not be able to use the Rothe Recharge Credits in the coming year, and the water cannot be reasonably moved by exchange back upstream to the Town of Castle Rock.

Budget Impact

If Council approves this Water Lease Agreement, Castle Rock Water would receive $10,500 in revenue over the next year. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the resolution as presented.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Agreement
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 Program Analyst

Title: **Resolution Approving the 2026/2027 Water Lease Agreement between the Town of Castle Rock and Riverview Farms, LLC** *[Morgan County, Colorado]*

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a Resolution (***Attachment A***) authorizing a Water Lease Agreement (***Exhibit 1***) with Riverview Farms, LLC (Riverview) to lease the Town's Rothe Recharge Credits acquired with the purchase of the Rothe water rights in 2014. Riverview wishes to lease 75 acre-feet (AF) of the recharge credits to offset shortages in the Sublette Augmentation Plan. The augmentation plan has three participants: Town of Castle Rock, Sublette, LLC and Riverview Farms, LLC. Due to the lack of precipitation, there were no water inflows this Water Year. As a result of that, both Sublette and Riverview Farms experienced recharge credits shortages.

The Town will charge $140 per acre-foot, for a total lease value of $10,500, which is reasonable for water of this type and location based on available data from comparable leases in the area. The Town will not be able to use the Rothe Recharge Credits in the coming year, and the water cannot be reasonably moved by exchange back upstream to the Town of Castle Rock.

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

On April 28, 2021, Castle Rock Water Commission recommended Town Council approval of the 2021 Spot Water Lease with Riverview Farms, LLC.

On May 4, 2021, Town Council approved the 2021 Spot Water Lease with Riverview Farms, LLC.

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

Discussion

As part of the long-term water supply identified in the Water Resource Strategic Master Plan, the Town purchased the Rothe Recharge property in 2014, and in 2021 the property and its associated water rights were incorporated into the Box Elder Augmentation Plan (Case No. 19CW3231). The property includes 770 AF of water rights that may be used as an augmentation water source in conjunction with the Box Elder Creek Well Field for the Box Elder Project.

The general concept of the Rothe Recharge Project is that water can be diverted from the South Platte River at the Riverside Canal which is located east of Greeley under a water right with an effective 1988 priority date (***Attachment B***). This water is delivered from the Riverside Canal into several recharge ponds which then makes its way through the alluvial sands as groundwater return flow to the South Platte River approximately 16 miles downstream of the point where Box Elder Creek theoretically enters the South Platte River. The hydrogeologic transport of this water through the alluvium takes a number of years. The decree in Colorado Water Court Case No. 89CW027 defines the terms and conditions for operation of this project, including the specific timing of the recharge credits. The Town of Castle Rock will not be able to use this water in the next year, and the water cannot currently be reasonably moved by exchange back upstream to the Town of Castle Rock.

The key terms of the Water Lease Agreement are summarized below:

- Riverview will lease 75 AF at $140 per AF;
- Revenue total of $10,500 and
- The lease will terminate on March 31, 2027.

Budget Impact

If Council approves this Water Lease Agreement, Castle Rock Water would receive $10,500 in revenue over the next year. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the resolution as presented.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Location Map

RESOLUTION NO. 2026-064

A RESOLUTION APPROVING THE 2026 WATER LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND RIVERVIEW FARMS

WHEREAS, pursuant to the decree in Case No. 89CW27, District Court, Water Division No. 1 (the "Decree"), the Town of Castle Rock (the "Town") and other owners operate the Rothe-Sublette Recharge Project (the "Project"), which diverts water from the South Platte River at the Riverside Canal into recharge ponds that accrete water to the South Platte River to generate recharge credits (the "Project Recharge Credits"); and

WHEREAS, the Town owns the right to 60.4% of the first 1,275 acre-feet ("AF"), up to 770 AF annually, of Project Recharge Credits (the "Town Recharge Credits"); and

WHEREAS, Project Recharge Credits are used by the Town and the other owners to augment depletions from alluvial wells pursuant to the Decree; and

WHEREAS, the Decree authorizes the lease of excess Project Recharge Credits to third parties for use in judicially approved plans for augmentation; and

WHEREAS, at present, the Town does not have any available means by which to use the Town Recharge Credits within its water system over the next year; and

WHEREAS, a lease with Riverview Farms, LLC, will allow the Town to generate revenue from the Town Recharge Credits that it would not otherwise be able to realize; and

WHEREAS, a lease with the Town will allow Riverview Farms, LLC, to use excess Town Recharge Credits to offset shortages in Lessee's augmentation plan: and

WHEREAS, accordingly, the Town and Riverview Farms, LLC, desire to enter into a water lease agreement by which Riverview Farms, LLC, may lease up to seventy-five (75) AF of excess Town Recharge Credits ("Lease Agreement").

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

Section 1. **Approval**. The Water Lease Agreement between the Town and Riverview Farms, LLC 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 Lease Agreement and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director Castle Rock Water

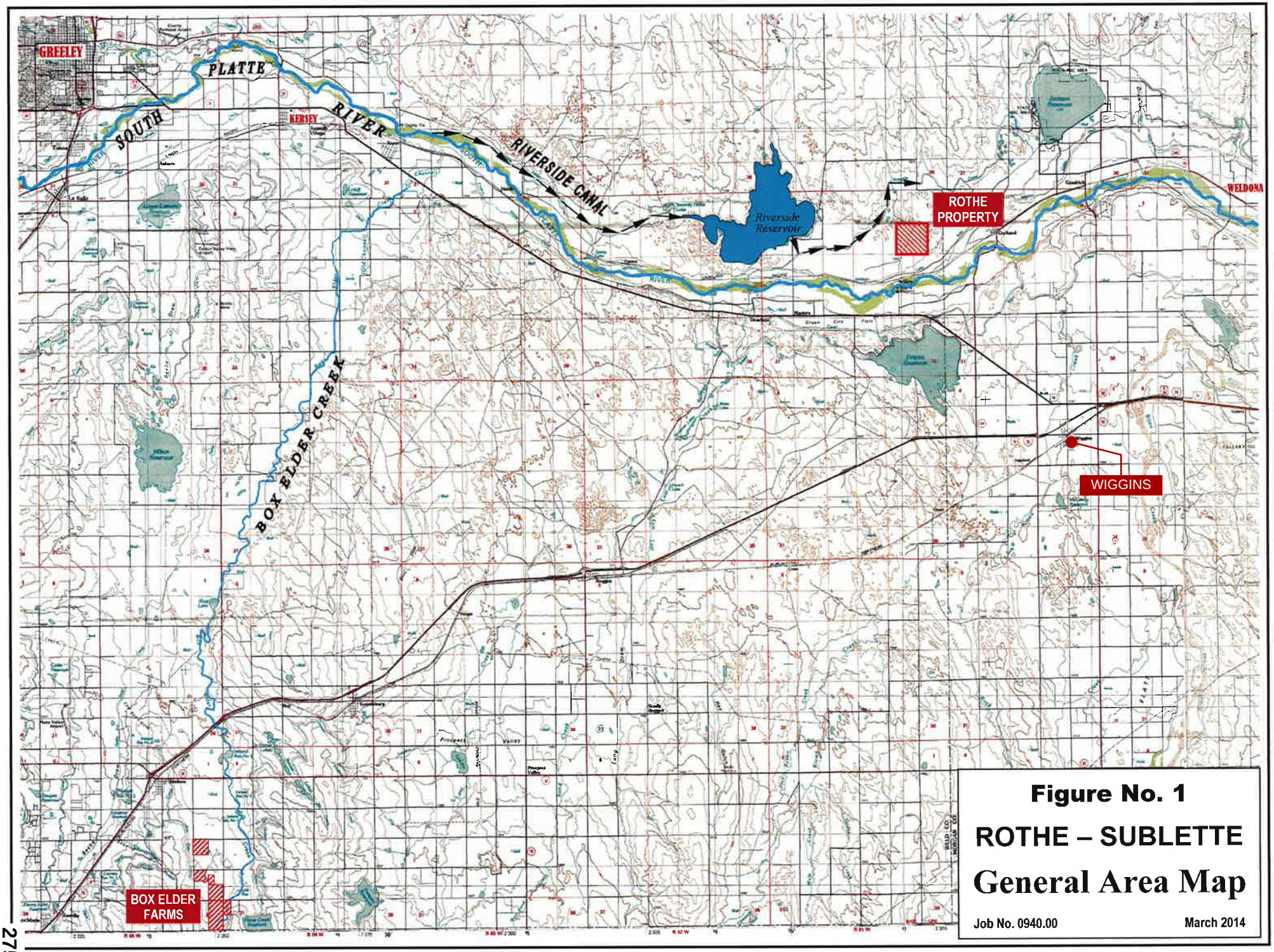

Figure No. 1

ROTHE – SUBLETTE

General Area Map

Job No. 0940.00 March 2014

ATTACHMENT B

2026 WATER LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND RIVERVIEW FARMS, LLC

THIS WATER LEASE AGREEMENT ("Agreement") is entered into on June 2, 2026, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Castle Rock Water Enterprise ("Town"), as Lessor, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Riverview Farms, LLC, as Lessee ("Lessee"), whose address is 21020 County Road 6.5, Weldona, Colorado 80653. Lessor and Lessee are collectively referred to herein as the Parties and may be individually referred to as a "Party."

RECITALS

WHEREAS, pursuant to the decree in Case No. 89CW27, District Court, Water Division No. 1 (the "Decree"), the Town and others are owners and operators of the Sublette Recharge Project (the "Project"), which diverts water from the South Platte River at the Riverside Canal into recharge ponds that accrete water to the South Platte River to generate recharge credits (the "Project Recharge Credits"); and

WHEREAS, the Town owns the right to up to 770 acre-feet of the first 1,500 acre-feet of Project Recharge Credits pursuant to the Decree (the "Town Recharge Credits"); and

WHEREAS, Project Recharge Credits are used by the Town and the other owners to augment depletions from alluvial wells pursuant to the Decree; and

WHEREAS, the Decree authorizes the lease of excess Project Recharge Credits to third parties for use in judicially approved plans for augmentation; and

WHEREAS, at present, the Town does not have any available means by which to use the Town Recharge Credits within its water system over the next year; and

WHEREAS, a lease with the Lessee will allow the Town to generate revenue from the Town Recharge Credits that it would not otherwise be able to realize; and

WHEREAS, a lease with the Town will allow Lessee to use excess Town Recharge Credits to offset shortages in Lessee's augmentation plan: and

WHEREAS, accordingly, the Town and the Lessee desire to enter into a water lease agreement by which the Lessee may lease up to seventy-five (75) AF of excess Town Recharge Credits.

AGREEMENT

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

1. Lease of Town Recharge Credits. The Town hereby leases to the Lessee up to and including seventy-five (75) AF in excess Town Recharge Credits for the period commencing June 3, 2026, through and including October 31, 2026 ("Leased Credits").

2. Lease Price. The Lessee shall pay to the Town an amount equal to $140.00 per AF of Leased Water, up to a maximum amount of $10,500.00. The Lessee shall make payment for any Leased Credits used by the Lessee within thirty (30) days following the issuance of an invoice from the Town.

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

4. Lessee Obligations. The decreed uses of the Leased Credits include augmentation as set forth in Case No. 89CW27. It shall be the responsibility of the Lessee to obtain any additional approvals necessary to use the Leased Credits for the Lessee's intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources and the District Court, Water Division No. 1. The Town shall cooperate with the Lessee in obtaining any required additional approvals. The Town makes no warranties or guarantees that such approvals can be obtained.

5. Town Obligations.

a. The Town shall deliver the Leased Credits to Lessee in accordance with the following monthly schedule:

Delivery Date	Amount (AF)
June 2026	1.9
July 2026	21.0
August 2026	26.5
September 2026	18.8
October 2026	6.8

b. The Town will make the Leased Credits available to the Lessee on an "as is" basis. By entering into this Agreement and using the Leased Credits, the Lessee acknowledges that the Leased Credits are suitable for its purposes and will accept the same as meeting the terms of this Agreement.

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

7. Notice. All notices which may be required to be given by either Party to the other shall be made in writing and either hand delivered or sent by first class certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Town:
Town of Castle Rock
Castle Rock Water
Attn: Lauren Moore, Water Resources Manager
175 Kellogg Court
Castle Rock, CO 80109

with copy to:
Town of Castle Rock
Attn: Michael J. Hyman, Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

If to Lessee:
Riverview Farms, LLC
21020 County Road 6.5
Weldona, Colorado 80653

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

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

10. Binding Effect. The execution of the Agreement by the Town as lessor and Riverview Farms, LLC as lessee constitutes the execution of a binding lease agreement by the Parties on the terms and conditions contained herein and may not be modified except in writing signed by both Parties. This Agreement shall be binding on the Parties' respective successors and assigns.

11. Enforcement. In the event either Party commences any action to enforce the terms and provisions of the Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs incurred in connection with such action, including, but not limited to, expert witness fees.

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

SIGNATURE PAGE TO FOLLOW

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

Mark Marlowe, Director of Castle Rock Water

LESSEE - RIVERVIEW FARMS, LLC:

By: Mike Groves
(Signature)

Mike Groves
(Print Name)

Its: Owner
(Title)

STATE OF Colorado)
) **ss.**
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me this 1st day of June, 2026 by Mike Groves, as owner for Riverview Farms, LLC.

Witness my official hand and seal.

My commission expires: 6-26-2028

(SEAL)

Cynthia R. Lefever
Notary Public

Cynthia R. Lefever
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 19874073343
MY COMMISSION EXPIRES JUNE 26, 2028

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 10. **File #:** RES 2026-065

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Resolution Approving the 2026 Water Lease Agreement Between the Town of Castle Rock and Sublette, Inc. *[Morgan County, Colorado]*

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a Resolution (***Attachment A***) authorizing a Water Lease Agreement (***Exhibit 1***) with Sublette, Inc. (Sublette) to lease the Town's Rothe Recharge Credits acquired with the purchase of the Rothe water rights in 2014.
Sublette wishes to lease 11 acre-feet (AF) of the recharge credits to offset shortages in the Sublette Augmentation Plan. The augmentation plan has three participants: Town of Castle Rock, Sublette, Inc. and Riverview Farms, LLC. Due to the lack of precipitation, there were no water inflows this Water Year. As a result of that, both Sublette and Riverview Farms experienced recharge credit shortages.

The Town will charge $140 per acre-foot, for a total lease value of up to $1,540, which is reasonable for water of this type and location based on available data from comparable leases in the area. The Town will not be able to use the Rothe Recharge Credits in the coming year, and the water cannot be reasonably moved by exchange back upstream to the Town of Castle Rock.

Budget Impact

If Council approves this Water Lease Agreement, Castle Rock Water would receive $1,540 in revenue over the next year. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the resolution as presented.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Agreement
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 Program Analyst

Title: **Resolution Approving the 2026 Water Lease Agreement between the Town of Castle Rock and Sublette, Inc.** *[Morgan County, Colorado]*

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a Resolution (***Attachment A***) authorizing a Water Lease Agreement (***Exhibit 1***) with Sublette, Inc. (Sublette) to lease the Town's Rothe Recharge Credits acquired with the purchase of the Rothe water rights in 2014. Sublette wishes to lease 11 acre-feet (AF) of the recharge credits to offset shortages in the Sublette Augmentation Plan. The augmentation plan has three participants: Town of Castle Rock, Sublette, Inc. and Riverview Farms, LLC. Due to the lack of precipitation, there were no water inflows this Water Year. As a result of that, both Sublette and Riverview Farms experienced recharge credit shortages.

The Town will charge $140 per acre-foot, for a total lease value of up to $1,540, which is reasonable for water of this type and location based on available data from comparable leases in the area. The Town will not be able to use the Rothe Recharge Credits in the coming year, and the water cannot be reasonably moved by exchange back upstream to the Town of Castle Rock.

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

On April 28, 2021, Castle Rock Water Commission recommended Town Council approval of the 2021 Spot Water Lease with Sublette, Inc.

On May 4, 2021, Town Council approved the 2021 Spot Water Lease with Sublette, Inc.

On May 25, 2022, Castle Rock Water Commission recommended Town Council approval of the 2022 Spot Water Lease with Sublette, Inc.

On June 7, 2022, Town Council approved the 2022 Spot Water Lease with Sublette, Inc.

On April 26, 2023, Castle Rock Water Commission recommended Town Council approval of the 2023 Spot Water Lease with Sublette, Inc.

On April 27, 2023, Town Council approved the 2023 Spot Water Lease with Sublette, Inc.

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

Discussion

As part of the long-term water supply plan identified in the Water Resource Strategic Master Plan, the Town purchased the Rothe Recharge property in 2014, and in 2021 the property and its associated water rights were incorporated into the Box Elder Augmentation Plan (Case No. 19CW3231). The property includes 770 AF of water rights that may be used as an augmentation water source in conjunction with the Box Elder Creek Well Field for the Town's Box Elder Project.

The general concept of the Rothe Recharge Project is that water can be diverted from the South Platte River at the Riverside Canal which is located east of Greeley under a water right with an effective 1988 priority date (***Attachment B***). This water is delivered from the Riverside Canal into several recharge ponds which then makes its way through the alluvial sands as groundwater return flow to the South Platte River approximately 16 miles downstream of the point where Box Elder Creek theoretically enters the South Platte River. The hydrogeologic transport of this water through the alluvium takes a number of years. The decree in Colorado Water Court Case No. 89CW027 defines the terms and conditions for operation of this project, including the specific timing of the recharge credits. The Town of Castle Rock will not be able to use this water in the next year, and the water cannot currently be reasonably moved by exchange back upstream to the Town of Castle Rock.

The key terms of the Water Lease Agreement are summarized below:

- Sublette will lease 11 AF at $140 per AF;
- Revenue total of $1,540 and
- The lease will terminate on March 31, 2027.

Budget Impact

If Council approves this Water Lease Agreement, Castle Rock Water would receive $1,540 in revenue over the next year. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the resolution as presented.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Location Map

RESOLUTION NO. 2026-065

A RESOLUTION APPROVING THE 2026 WATER LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND SUBLETTE, INC.

WHEREAS, pursuant to the decree in Case No. 89CW27, District Court, Water Division No. 1 (the "Decree"), the Town of Castle Rock (the "Town") and other owners operate the Rothe-Sublette Recharge Project (the "Project"), which diverts water from the South Platte River at the Riverside Canal into recharge ponds that accrete water to the South Platte River to generate recharge credits (the "Project Recharge Credits"); and

WHEREAS, the Town owns the right to 60.4% of the first 1,275 acre-feet (AF), up to 770 AF annually, of Project Recharge Credits (the "Town Recharge Credits"); and

WHEREAS, Project Recharge Credits are used by the Town and the other owners to augment depletions from alluvial wells pursuant to the Decree; and

WHEREAS, the Decree authorizes the lease of excess Project Recharge Credits to third parties for use in judicially approved plans for augmentation; and

WHEREAS, at present, the Town does not have any available means by which to use the Town Recharge Credits within its water system over the next year; and

WHEREAS, a lease with Sublette, Inc., will allow the Town to generate revenue from the Town Recharge Credits that it would not otherwise be able to realize; and

WHEREAS, a lease with the Town will allow Sublette, Inc., to use excess Town Recharge Credits to offset shortages in its augmentation plan; and

WHEREAS, accordingly, the Town and Sublette, Inc., desire to enter into a water lease agreement by which Sublette, Inc. may lease up to eleven (11) AF of excess Town Recharge Credits (the "Lease Agreement").

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

Section 1. **Approval**. The Lease Agreement between the Town and Sublette, Inc. 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 Lease Agreement and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director Castle Rock Water

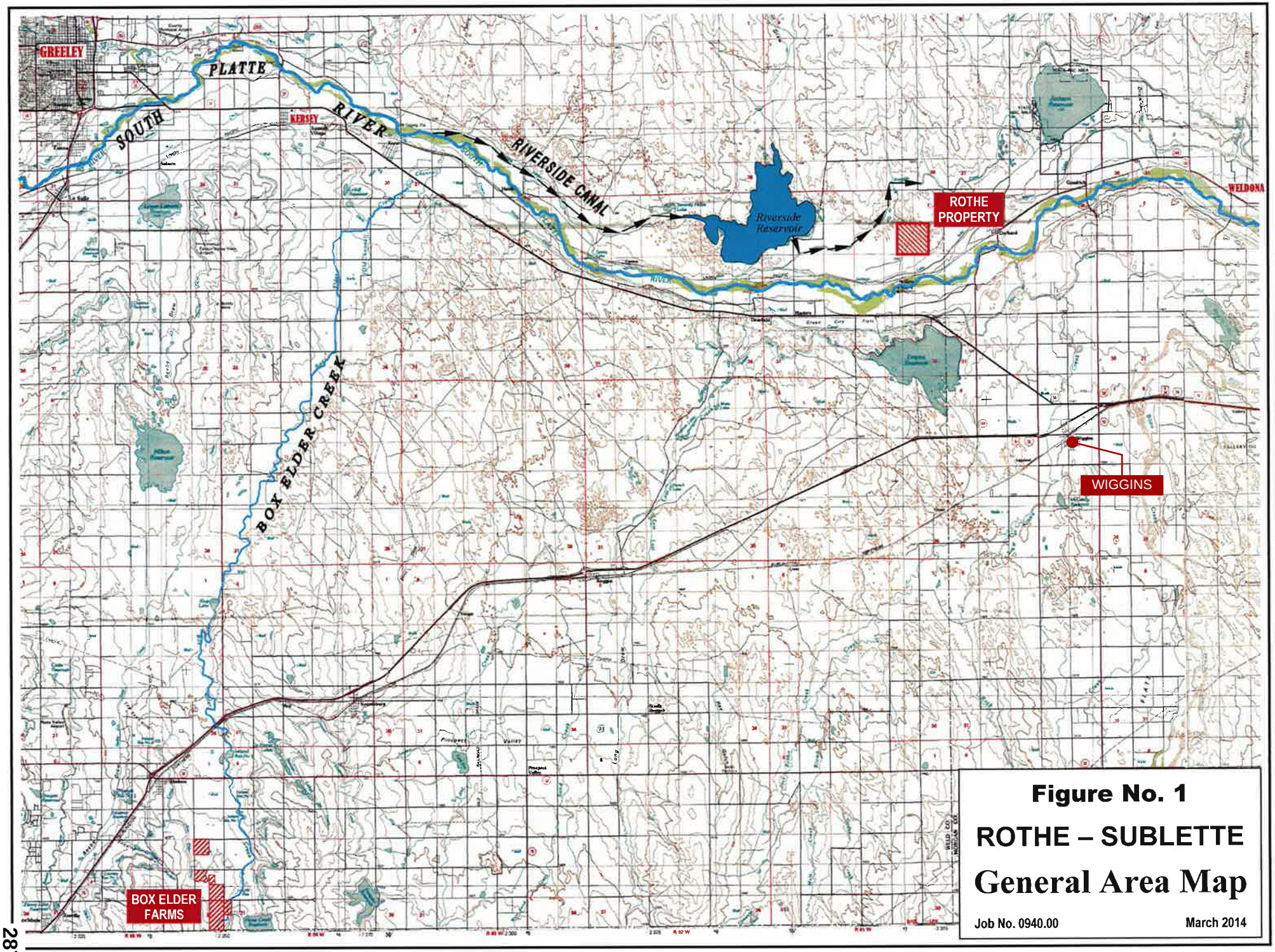

Figure No. 1

ROTHE – SUBLETTE

General Area Map

Job No. 0940.00 March 2014

ATTACHMENT B

2026 WATER LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND SUBLETTE, INC.

THIS WATER LEASE AGREEMENT ("Agreement") is entered into on June 2, 2026, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Town"), as Lessor, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Sublette, Inc., as Lessee ("Lessee"), whose address is 770 N. High St. Denver, Colorado 80218. Lessor and Lessee are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

RECITALS

WHEREAS, pursuant to the decree in Case No. 89CW27, District Court, Water Division No. 1 (the "Decree"), the Town and others are owners and operators of the Sublette Recharge Project (the "Project"), which diverts water from the South Platte River at the Riverside Canal into recharge ponds that accrete water to the South Platte River to generate recharge credits (the "Project Recharge Credits"); and

WHEREAS, the Town owns the right to up to 770 acre-feet of the first 1,500 acre-feet of Project Recharge Credits pursuant to the Decree (the "Town Recharge Credits"); and

WHEREAS, Project Recharge Credits are used by the Town and the other owners to augment depletions from alluvial wells pursuant to the Decree; and

WHEREAS, the Decree authorizes the lease of excess Project Recharge Credits to third parties for use in judicially approved plans for augmentation; and

WHEREAS, at present, the Town does not have any available means by which to use the Town Recharge Credits within its water system over the next year; and

WHEREAS, a lease with the Lessee will allow the Town to generate revenue from the Town Recharge Credits that it would not otherwise be able to realize; and

WHEREAS, a lease with the Town will allow Lessee to use excess Town Recharge Credits to offset shortages in Lessee's augmentation plan: and

WHEREAS, accordingly, the Town and the Lessee desire to enter into a water lease agreement by which the Lessee may lease up to and including eleven (11) AF of excess Town Recharge Credits.

AGREEMENT

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

1. Lease of Town Recharge Credits. The Town hereby leases to the Lessee up to and including eleven (11) AF in excess Town Recharge Credits for the period effective from June 3, 2026, through and including October 31, 2026 ("Leased Credits").

2. Lease Price. The Lessee shall pay to the Town an amount equal to $140.00 per AF of Leased Credits, up to a maximum amount of $1,540.00. The Lessee shall make payment for any Leased Credits used by the Lessee within thirty (30) days following the issuance of an invoice from the Town.

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

4. Lessee Obligations. The decreed uses of the Leased Credits include augmentation as set forth in Case No. 89CW27. It shall be the responsibility of the Lessee to obtain any additional approvals necessary to use the Leased Credits for the Lessee's intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources and the District Court, Water Division No. 1. The Town shall cooperate with the Lessee in obtaining any required additional approvals. The Town makes no warranties or guarantees that such approvals can be obtained.

5. Town Obligations.

a. The Town shall deliver the Leased Credits to Lessee in accordance with the following monthly schedule:

Delivery Date	Amount (AF)
June 2026	1.8
July 2026	2.2
August 2026	2.1
September 2026	2.1
October 2026	2.8

b. The Town will make the Leased Credits available to the Lessee on an "as is" basis. By entering into this Agreement and using the Leased Credits, the Lessee acknowledges that the Leased Credits are suitable for its purposes and will accept the same as meeting the terms of this Agreement.

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

7. Notice. All notices which may be required to be given by either Party to the other shall be made in writing and either hand delivered or sent by first class certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Town:	Town of Castle Rock Castle Rock Water Attn: Lauren Moore, Water Resources Manager 175 Kellogg Court Castle Rock, CO 80109
with copy to:	Town of Castle Rock Attn: Michael J. Hyman, Town Attorney 100 N. Wilcox Street Castle Rock, CO 80104
If to Lessee:	Sublette, Inc. 770 N. High St. Denver, Colorado 80218

Either Party may change the address for giving notice to it by thirty (30) days' written notice to the other Party as provided herein.

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

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

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

11. Enforcement. In the event either Party commences any action to enforce the terms and provisions of the Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs incurred in connection with such action, including, but not limited to, expert witness fees.

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

SIGNATURE PAGE TO FOLLOW

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

Mark Marlowe, Director of Castle Rock Water

LESSEE – SUBLETTE, INC.:

By: _____
(Signature)

PETER H COORS
(Print Name)

Its: PRESIDENT
(Title)

STATE OF Colorado)
) **ss.**
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 29th day of May, 20 26 by Peter H. Coors, as president for Sublette, Inc.

Witness my official hand and seal.

My commission expires: 11.29.26

(SEAL)

MALEA BROYLES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134028444
MY COMMISSION EXPIRES NOVEMBER 29, 2026

Malea Broyles
Notary Public

MALEA BROYLES
NOTARY PUBLIC
STATE OF COLORADO

PAC

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 11. **File #:** RES 2026-066

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director
Roy Gallea, P.E., Engineering Manager
Emily Huth, P.E., Project Manager
David Choi, Water Engineer

Resolution Approving the Third Amendment to the Services Agreement Between the Town of Castle Rock and Burns & McDonnell Engineering Company, Inc. for the Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects *[Ray Waterman Regional Water Treatment Center; various locations throughout Castle Rock, CO]*

Executive Summary

Castle Rock Water (CRW) staff seeks Town Council approval of a Resolution (**Attachment A**) approving the Third Amendment to the services agreement with Burns & McDonnell Engineering (BMcD) for the Front Street Downtown Connection, Ray Waterman Regional Water Treatment Center (RWRWTC) Pump Upgrades and Liggett Road Pipe Upsize Projects (**Exhibit 1**). This proposed Third Amendment is a contract addition in the amount of $126,613 and an extension of the contract through March 31, 2027. The new revised contract amount would be $703,512 which is outside the current Council Authorization of $595,228. The primary purpose of the Third Amendment is to retain BMcD for construction phase services on the Front Street Downtown Connection project, as well as include some additional design services to accommodate a revised alignment for the Liggett Road pipeline after negotiations with property owners in the original alignment were unsuccessful.

Budget Impact

The proposed Third Amendment is in the amount of $126,613. This will exceed the remaining contingency available in the current $595,228 total authorization amount. Staff recommends approving BMcD's proposed Third Amendment in the amount of $126,613 which would bring the total contract amount to $703,512. The remaining contingency of $18,329 will be retained. The costs associated with this amendment will be broken down as follows: $107,659.50 towards the Front Street Downtown Connection Project (Project No. 250011) and $18,953.50 towards the Liggett Road Pipe Upsize Project (Project NO. 250012).

The following account information applies to all agreements related to design services for the Front Street Downtown Connection, RWRWTC Pump Upgrades, and Liggett Road Upsize projects.

CRW Project No.	Account Name	Account Number	PO Number	2026 Available Budget
250011 & 250012	Frnt St to Dwntwn Wtrlne	210-4275-442.79-29	2848	$1,917,082.60

The following table summarizes budget impacts for requests that have been previously approved and the budget impact for the currently proposed Amendment 3.

Agreement	Contract $	Contingency $	Authorization $
Original Agreement *(approved 4/16/2025)*	405,500	40,550	446,050
Amendment 1 *(approved 4/10/2025)*	22,221	(22,221)	0
Amendment 2 *(approved 6/12/2025)*	149,178	0	149,178
Current Totals	576,899	18,329	595,228
Amendment 3 *(under consideration)*	126,613	0	126,613
Amended Totals	703,512	18,329	**721,841**

Staff Recommendation

Staff recommends Town Council approval of the resolution to approve the Third Amendment to the Service Agreement between the Town of Castle Rock and Burns & McDonnell for the Front Street Downtown Connection, RWRWTC Pump Upgrades, and Liggett Road Pipe Upsize Projects in the amount of $126,613, for a total authorization amount of $721,841 (includes BMcD total contract amount of $703,512 and retained contingency of $18,329).

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

Item #: 11. **File #:** RES 2026-066

Staff Report
Attachment A: Resolution
Exhibit 1: Third Amendment to the Town of Castle Rock Service Agreement
Attachment B: Location Map for Front Street Downtown Connection
Attachment C: Location Map for Liggett Road Pipe Upsize

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Thru: David L. Corliss, Town

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director
Roy Gallea, P.E., Engineering Manager
Emily Huth PE, Project Manager
David Choi, Water Engineer

Title: **Resolution Approving the Third Amendment to the Service Agreement between the Town of Castle Rock and Burns & McDonnell Engineering for the Front Street Downtown Connection, RWRWTC Pump Upgrades and Liggett Road Pipe Upsize Projects** *[Located in various locations throughout Castle Rock, CO]* – CRW Project Numbers 250011 and 250012

Executive Summary

Castle Rock Water (CRW) staff seeks Town Council approval of a Resolution (**Attachment A**) approving the Third Amendment to the services agreement with Burns & McDonnell Engineering (BMcD) for the Front Street Downtown Connection, Ray Waterman Regional Water Treatment Center (RWRWTC) Pump Upgrades and Liggett Road Pipe Upsize Projects (**Exhibit 1**). This proposed Third Amendment is a contract addition in the amount of $126,613 and an extension of the contract through March 31, 2027. The new revised contract amount would be $703,512 which is outside the current Council Authorization of $595,228. The primary purpose of the Third Amendment is to retain BMcD for construction phase services on the Front Street Downtown Connection project, as well as include some additional design services to accommodate a revised alignment for the Liggett Road pipeline after negotiations with property owners in the original alignment were unsuccessful.

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

The original agreement was approved by Town Council on April 16, 2024 in the amount of $405,500, plus a Town-managed contingency in the amount of $40,550. Amendment 2 was approved by Town Council on June 3, 2025 to add $149,178 to the total authorization amount.

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

Discussion

This design services agreement was approved by Town Council on April 16, 2024 in the amount of $405,500, plus a Town-managed contingency in the amount of $40,550. In the effort to reduce administrative and contracting costs, gain economies of scale and generate more competitive engineering bids, CRW staff combined three separate but smaller design projects into one request for proposals. Included in the scope of this design project are 1) new Front Street Downtown Connection pipeline (up to 12" diameter for approximately 2,600 Linear Feet) to connect the Yellow Pressure Zone on Front Street to Wilcox Street, 2) recommendations for upgrades to the Red Zone and Green Zone pumps at Ray Waterman Regional Water Treatment Center (RWRWTC), and 3) upsizing the Liggett Road Pipeline from Plum Creek Water Purification Facility (PCWPF) to the distribution system on Liggett Road to accommodate the PCWPF expansion from 6 Million Gallons Per Day (MGD) to 12 MGD, which will eliminate the bottleneck in the Town's distribution system from PCWPF.

The First Amendment added $22,221 to BMcD's contract for additional survey required after selecting alignments for the two pipeline projects. The Second Amendment added $149,178 for specialized geotechnical and trenchless design services for challenging railroad crossings, additional field investigations and a Geotechnical Baseline Report to reduce construction risk, and revisions to pumping and clearwell analyses at RWRWTC to better align with long-term system needs.

BMcD has completed preparation of the Issued for Bid (IFB) documents for the Front Street Downtown Connection project. The project is currently undergoing review with Union Pacific Railroad (UPRR), and upon completion of that process, all required permits and regulatory approvals will be in place to bid the package for construction. The Third Amendment will add construction phase services for the Front Street Downtown Connection portion of the project to BMcD's contract, including review of shop drawings and submittals, responses to contractor requests for information (RFI's), site visits and inspections, and completion of record drawings. The Front Street Downtown Connection portion of the project is anticipated to be bid and constructed in July 2026. The most recent construction estimate provided by the engineer is $3.2M.

This amendment does not include any additional work on the RWRWTC pumps. The original scope included an analysis of the existing high service pumps and pumping facility which has been completed. Any future work associated with the RWRWTC pump upgrades will be completed using a separate contract.

Additionally, as the Town advanced final easement negotiations for the Liggett Road Pipe Upsize project, negotiations were unsuccessful with the Scotts, the affected private property owners. As a result, the Town evaluated an alternative alignment across an adjacent parcel owned by JRW Family Limited Partnership (Walkers). Productive coordination with the Walkers supported development of a new proposed pipeline alignment within their property. The Third Amendment includes redesign of the Liggett Road pipeline by BMcD to accommodate the revised alignment, along with additional topographic and subsurface utility surveys necessary to support the redesign.

Upon execution of this amendment, BMcD will begin additional survey work along Liggett Road, and the Town will finalize easement agreements with the Walkers. The Town and BMcD will coordinate to complete the Liggett Road Pipe Upsize Project design by the end of 2026 in preparation for future construction which is planned for construction in 2031. The most recent construction estimate provided by the engineer is $5.2M.

Budget Impact

The proposed Third Amendment is in the amount of $126,613. This will exceed the remaining contingency available in the current $595,228 total authorization amount. Staff recommends approving BMcD's proposed Third Amendment in the amount of $126,613 which would bring the total contract amount to $703,512. The remaining contingency of $18,329 will be retained. The costs associated with this amendment will be broken down as follows: $107,659.50 towards the Front Street Downtown Connection Project (Project No. 250011) and $18,953.50 towards the Liggett Road Pipe Upsize Project (Project NO. 250012).

The following account information applies to all agreements related to design services for the Front Street Downtown Connection, RWRWTC Pump Upgrades, and Liggett Road Upsize projects.

CRW Project No.	**Account Name**	**Account Number**	**PO Number**	**2026 Available Budget**
250011 & 250012	Frnt St to Dwntwn Wtrlne	210-4275-442.79-29	2848	$1,917,082.60

The following table summarizes budget impacts for requests that have been previously approved and the budget impact for the currently proposed Amendment 3.

Agreement	Contract $	Contingency $	Authorization $
Original Agreement *(approved 4/16/2025)*	405,500	40,550	446,050
Amendment 1 *(approved 4/10/2025)*	22,221	(22,221)	0
Amendment 2 *(approved 6/12/2025)*	149,178	0	149,178
Current Totals	576,899	18,329	595,228
Amendment 3 *(under consideration)*	126,613	0	126,613
Amended Totals	703,512	18,329	**721,841**

Staff Recommendation

Staff recommends Town Council approval of the resolution to approve the Third Amendment to the Service Agreement between the Town of Castle Rock and Burns & McDonnell for the Front Street Downtown Connection, RWRWTC Pump Upgrades, and Liggett Road Pipe Upsize Projects in the amount of $126,613, for a total authorization

amount of $721,841 (includes BMcD total contract amount of $703,512 and retained contingency of $18,329).

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: Third Amendment to the Town of Castle Rock Service Agreement
Attachment B: Location Map for Front Street Downtown Connection
Attachment C: Location Map for Liggett Road Pipe Upsize

RESOLUTION NO. 2026-066

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE SERVICES AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR THE FRONT STREET DOWNTOWN CONNECTION, RWRWTC PUMP UPGRADES, & LIGGETT ROAD PIPE UPSIZE PROJECTS

WHEREAS, the Town of Castle Rock (the "Town") and Burns & McDonnell Engineering Company, Inc. (the "Consultant") are parties to the Town of Castle Rock Services Agreement (Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road and Pipe Upsize Projects – CRW) dated April 16, 2024 (the "Agreement"), to provide engineering and design services for the aforementioned projects; and

WHEREAS, pursuant to Resolution No. 2024-039, the Town Council approved the Agreement and authorized expenditure and payment for the Town's financial obligations thereunder in a not-to-exceed amount of $405,500.00, plus a Town-managed contingency in the amount of $40,550.00, for a total authorization of $446,050.00; and

WHEREAS, the Town and Consultant entered into the First Amendment to the Agreement (the "First Amendment") dated April 11, 2025, to update the scope of services and to increase the payment amount, within the originally authorized contingency amount, by $22,221.00; and

WHEREAS, the Town and Consultant then entered into the Second Amendment to the Agreement (the "Second Amendment") dated June 3, 2025, to update the scope of services and increase the payment amount by $149,178.00, which exceeded the scope of the remaining contingency amount of $18,329.00; and

WHEREAS, pursuant to Resolution No. 2025-066, the Town Council approved the Second Amendment and authorized the expenditure and payment for the Town's financial obligations thereunder for a total amount of $595,228.00, consisting of a not-to-exceed amount of $576,899.00 and a remaining contingency of $18,329.00; and

WHEREAS, the Town and Consultant wish to further amend the Agreement (the "Third Amendment") to extend the expiration date to March 31, 2027, to update the scope of services to provide for additional recommended engineering and design services, and to increase the payment amount by $126,613.00; and

WHEREAS, subject to Town Council's approval, the Town and the Consultant have agreed to the terms and conditions governing the Third Amendment.

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

Section 1. **Approval.** The Third Amendment to the Agreement between the Town and the Consultant 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 Third Amendment to the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under this Third Amendment to the Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed $126,613.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, the First Amendment, the Second Amendment, and the Third Amendment to the Agreement, including the remaining contingency amount of $18,329.00, is $721,841.00. Any expenditure of the Town-managed contingency for purposes within the scope of the Agreement may be authorized through a technical amendment to the Agreement as provided in Section 1 of this Resolution.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of _____ for and _____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

THIRD AMENDMENT TO THE TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects – CRW)

THIS THIRD AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT (the "Third Amendment") is made and entered into this 2nd day of JUNE, 2026 by and between **BURNS & MCDONNELL ENGINEERING COMPANY, INC.,** a Missouri corporation, whose local office address is 9191 S. Jamaica Street, Englewood, Colorado 80112 ("Consultant"), and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 North Wilcox Street, Castle Rock, Colorado 80104 (the "Town") (collectively, the Town and Consultant are referred to as the "Parties" and each party may be referred to individually as a "Party").

RECITALS:

I. The Town and Consultant entered into the Town of Castle Rock Services Agreement (Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects – CRW) on April 16, 2024, the First Amendment to said Agreement on April 11, 2025, and the Second Amendment to said Agreement on June 3, 2025, collectively referred to herein as "Agreement" and attached hereto as ***Exhibit A-3***.

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

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

TERMS:

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

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

"1. Scope of Services. Consultant shall perform all of the services as set forth on ***Exhibit 1*** to the Agreement, ***Exhibit B*** to the First Amendment, ***Exhibit B-2*** to the Second Amendment, and ***Exhibit B-3*** to the Third Amendment ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession.**"**

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

"2. Payment. Consultant shall invoice Town upon completion of Services rendered in accordance with the rate and fee schedule set forth ***Exhibit 1*** to the Agreement, ***Exhibit B*** to the First Amendment, ***Exhibit B-2*** to the Second

Amendment, and ***Exhibit B-3*** to the Third Amendment. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall remit payment to Consultant within thirty (30) days receipt of such invoice. In no event shall the total payment to the Consultant under this Agreement exceed **$703,512.00**, unless authorized in writing by Town.**"**

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

"3. Term. The term of this Agreement shall commence upon execution of the Agreement and expire on **March 31, 2027** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than three (3) years under the same terms and conditions by executing a written amendment to this Agreement prior to March 31, 2027. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.**"**

5. **Certificate of Insurance.** An updated Certificate of Insurance for the Consultant is attached as ***Exhibit C-3***.

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

ATTACHED EXHIBITS:
EXHIBIT A-3 – AGREEMENT
EXHIBIT B-3 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT C-3 – CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]

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

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

William Langford, Assistant Town Attorney

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____
(Signature)

Jason Schaefer
(Print Name)

Its: Vice President
(Title)

EXHIBIT A-3

AGREEMENT

Docusign Envelope ID: 6E85A6DB-5533-47E0-8532-6F5D7AEBDD46

CON-2025-0257

SECOND AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects - CRW)

DATE: JUNE 3, 2025.

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

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 ("Consultant").

RECITALS:

I. The Town and Consultant are Parties to the Town of Castle Rock Services Agreement (Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects - CRW) dated April 16, 2024 (the "Agreement"), which Agreement was approved by the Town Council pursuant to Resolution No. 2024-039 (the "Resolution").

II. The Parties entered into the First Amendment to the Agreement dated April 11, 2025 ("First Amendment"), to update the scope of Services and increase the payment amount.

III. The Agreement and the First Amendment are attached hereto as ***Exhibit A-2***.

IV. The Parties desire to amend the Agreement to extend the expiration date of the Agreement to September 30, 2026, and to update the scope of Services and increase the payment amount by the amount of $149,178.00, as provided in the supplementary scope of Services and fee schedule attached as ***Exhibit B-2***.

V. The Town and Consultant wish to memorialize these changes in this Second Amendment to the Agreement ("Second Amendment").

TERMS:

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

"**1. Scope of Services.** Consultant shall perform all of the services as set forth on ***Exhibit 1*** to the Agreement, ***Exhibit B*** to the First Amendment, and ***Exhibit B-2*** to the Second Amendment ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession."

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

"**2. Payment.** Consultant shall invoice Town upon completion of Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1*** to the Agreement, ***Exhibit B*** to the First Amendment, and ***Exhibit B-2*** to the Second Amendment. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall remit

PREVIOUSLY EXECUTED

Docusign Envelope ID: 6E85A6DB-5533-47E0-8532-6F5D7AEBDD46

payment to Consultant within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **$576,899.00**, unless authorized in writing by the Town."

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

"**3. Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **September 30, 2026** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) additional one-year terms under the same terms and conditions by executing a written amendment to this Agreement prior to September 30, 2026. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources for timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement."

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

ATTACHED EXHIBITS:
EXHIBIT A-2 – AGREEMENT
EXHIBIT B-2 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

ATTEST:

DocuSigned by:
Lisa Anderson
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

Signed by:
Kaitlin Parker
4B1400493EA3464...
Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Signed by:
Mark Marlowe
FEA6D2E651B241D...
Mark Marlowe, Director, Castle Rock Water

DS

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: Daniel D. Karinek
(Signature)

Daniel D. Karinek
(Print Name)

Its: Senior Vice President
(Title)

PREVIOUSLY EXECUTED

EXHIBIT A-2

AGREEMENT AND FIRST AMENDMENT

PREVIOUSLY EXECUTED

Docusign Envelope ID: AA1A31E8-7FC5-473A-847F-9B342E088D3B

CON-2025-0017

TOWN OF CASTLE ROCK COLORADO

FIRST AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects - CRW)

DATE: 4/11/2025 | 1:47 PM MDT.

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

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 ("Consultant").

RECITALS:

I. The Town and Consultant are parties to the Town of Castle Rock Services Agreement (Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects - CRW) dated April 16, 2024 (the "Agreement"), which Agreement was approved by the Town Council pursuant to Resolution No. 2024-039 (the "Resolution"). The Agreement is attached hereto as ***Exhibit A***.

II. The Parties desire to amend the Agreement to update the scope of Services and increase the payment amount by the amount of $22,221.00, as provided in the supplementary scope of Services and fee schedule attached as ***Exhibit B***.

III. The Town and Consultant wish to memorialize these changes in this First Amendment to the Agreement ("First Amendment").

TERMS:

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

"**1. Scope of Services.** Consultant shall perform all of the services as set forth on ***Exhibit 1*** to the Agreement and ***Exhibit B*** to the First Amendment ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession."

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

"**2. Payment.** Consultant shall invoice Town upon completion of Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1*** to the Agreement and ***Exhibit B*** to the First Amendment. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall remit payment to Consultant within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **$427,721.00**, unless authorized in writing by the Town."

3. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as ***Exhibit C***.

Previously Executed

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

ATTACHED EXHIBITS:
EXHIBIT A – AGREEMENT
EXHIBIT B – SUPPLEMENTARY SCOPES OF SERVICES AND FEE SCHEDULE
EXHIBIT C – CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

ATTEST:
DocuSigned by:
Lisa Anderson
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK
Signed by:
David L. Corliss
David L. Corliss, Town Manager

Approved as to form:
Signed by:
Kaitlin Parker
Kaitlin Parker, Assistant Town Attorney

Approved as to content:
Signed by:
Mark Marlowe
Mark Marlowe, Director, Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____
(Signature)

Jason Schaefer
(Print Name)

Its: Regional GP Manager
(Title)

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TOWN OF CASTLE ROCK COLORADO

EXHIBIT A

AGREEMENT

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CON-2024-0174

TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects – CRW)

DATE: **April 16, 2024**

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

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 ("Consultant").

RECITALS:

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

II. Consultant timely submitted its Proposal.

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

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TERMS:

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

2. **Payment**. Consultant shall invoice Town upon completion of Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall remit payment to Consultant within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed $405,500.00, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on September 30, 2025 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than five (5) additional one-year terms under the same terms and conditions by executing a written amendment to this Agreement prior to September 30, 2025. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources for timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of

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termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and or deliverables created up to the point of termination.

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

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

7. **Assignment.** This Agreement shall not be assigned by either party without the written consent of the other party.

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

9. **Insurance.**

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

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

B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the

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certificate of insurance attached as ***Exhibit 2***, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled or terminated 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.

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Consultant and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** Town and Consultant waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of Consultant's services.

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

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

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

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

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of $1,000,000 per claim and $1,000,000 policy aggregate limit.

10. **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.

11. **Indemnification.** Consultant expressly agrees to indemnify the Town or any of its officers, agents or employees from any and all claims for bodily injury and property damage or claims resulting from Consultant's professional services which are the subject of this Agreement, including by, but not limited

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to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

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

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

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

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

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

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

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

20. **Title VI Compliance.** To the extent applicable, Consultant shall maintain its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

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

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become joint property of the Town and Consultant upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

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

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

24. **Independent Contractor.** Consultant has completed the Affidavit of Independent Contractor Status, attached as ***Exhibit 3***, and submitted same at the time of execution of this Agreement. In

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addition to the Affidavit, Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

25. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. **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.

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

28. **Confidentiality.** Consultant agrees that it shall treat as confidential all information marked as such provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

29. **Work with Construction Contractors.** In the event the Town enters into a construction contract with a third-party contractor ("Construction Contractor"), and Consultant works with the Construction Contractor on the Front Street Downtown Connection, RWRWTC Pump Upgrades, and or Liggett Road Pipe Upsize Projects, this Section applies to the Agreement. Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or safety precautions or programs for which the Construction Contractor is responsible for. Nor will Consultant be responsible for a Construction Contractor's failure to perform construction work in accordance with a contract entered into between the Town and the Construction Contractor, nor will Consultant be responsible for damage to the Project site solely attributable to a Construction Contractor, and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, ensuring the Construction Contractor is performing construction work in accordance with a construction contract entered into between the Town and the Construction Contractor.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Certificate of Insurance; (3) Exhibit containing Services and Fee Schedule; and (4) Exhibit containing Town of Castle Rock Affidavit of Independent Contractor Status.

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ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE
EXHIBIT 3 – TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

Approved as to form:

DocuSigned by:
4B1400493EA3464...
Kaitlin Parker, Assistant Town Attorney

Approved as to content:

DocuSigned by:
FEA6D2E651B241D...
Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____
(Signature)

Jason Schaefer
(Print Name)

Its: Regional GP Manager
(Title)

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EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

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Castle Rock Water

Front Street Downtown Connection, RWRWTC Red Zone Upgrade, & Liggett Road Upsize

Work Breakdown Structure and Fee Schedule

Activity	Project Managers	Pipeline Lead	Pump Station Lead	Pipeline Engineers	Pump Station Engineers	Electrical	Civil	Groundwater Evaluation	Environmental	Structural	Designers	Quality Control	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Kyle LeBrasse Ryan Brong	Brett Holzapfel	Haley Morton	Corrie Kiserer	Casey Campo	Vamsi Patwari	Nick Tessitore / Matt Strobel	Chris Thebo Kori Davis	Angie Woehler	John Kienholtz	Kristie Weiss Swapnil Arhare	Nikole Rachelson / Kate Heneke					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost	
TASK SERIES 100 - Project Management																	
Task 101 - Project Kickoff Meeting	4	2	2										8	$1,770	$70		$ 1,840
Task 102 - Monthly Progress Meetings (x8) (1)	16	16	16										48	$10,416	$420		$ 10,836
Task 103 - Project Management and Team Coordination	48	16	16	8	8						16		104	$22,284	$890		$ 23,174
Task 104 – Quality Control and Quality Assurance Reviews												24	24	$7,044	$280		$ 7,324
Task 105 - 30% Design Review Meeting	4	2											6	$1,308	$50		$ 1,358
Task 106 - 90% Design Review Meeting	4	2											6	$1,308	$50		$ 1,358
Sub-Total Series 100	**76**	**38**	**26**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**16**	**24**	**196**	**$44,130**	**$1,760**	**$0**	**$45,890**
TASK SERIES 200 - Site Investigation																	
Task 201 - Survey	1	2		4					4		8		19	$3,920	$160	$33,000	$ 37,080
Task 202 - Geotechnical Investigation	2	4		8									14	$2,652	$110	$27,500	$ 30,262
Task 203 - Potholing (2)	1	4		8									13	$2,418	$100	$45,000	$ 47,518
Sub-Total Series 200	**4**	**10**	**0**	**20**	**0**	**0**	**0**	**0**	**4**	**0**	**8**	**0**	**46**	**$8,990**	**$370**	**$105,500**	**$114,860**
TASK SERIES 300 - Pre-Design and Reports																	
Task 301 – Existing Document Review	1	4		11									16	$2,958	$120		$ 3,078
Task 302 – Engineering (811) Locate Requests	1	4		13									18	$3,318	$130		$ 3,448
Task 303 - Routing Studies	8	20		40									68	$12,792	$510		$ 13,302
Task 304 - Engineer's Opinion of Probable Construction Cost for Route Alternatives	2	4		8									14	$2,652	$110		$ 2,762
Task 305 - Preliminary Easements	2	4		4					4				14	$2,876	$120		$ 2,996
Sub-Total Series 300	**14**	**36**	**0**	**76**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**130**	**$24,596**	**$990**	**$0**	**$25,586**
TASK SERIES 400 - Pump Station Hydraulic Analysis and Improvement Plan																	
Task 401 - Hydraulic Analyses Report & Phasing Plan			40		80	12	4			8			144	$30,105	$1,200		$ 31,305
Task 402 - Pump Station Improvement Plan Engineer's Opinion of Probable Construction Cost			4		8								12	$2,412	$100		$ 2,512
Sub-Total Series 400	**0**	**0**	**44**	**0**	**88**	**12**	**4**	**0**	**0**	**8**	**0**	**0**	**156**	**$32,517**	**$1,300**	**$0**	**$33,817**
TASK SERIES 500 - Front Street & Liggett Road Pipeline Design																	
Task 501 - 30% Design Documents	8	16		60					4		80		168	$33,092	$1,320		$ 34,412
Task 502 - 30% Engineer's Opinion of Probable Construction Cost	2	4		6									12	$2,292	$90		$ 2,382
Task 503 - 90% Design Documents	20	40		80							120		260	$51,270	$2,050		$ 53,320
Task 504 - 90% Engineer's Opinion of Probable Construction Cost	1	2		4									7	$1,326	$50		$ 1,376
Task 505 - Easement Descriptions and Exhibits (additional @ $1100 ea.) (3)	2	2		4									8	$1,560	$60	$5,500	$ 7,120
Task 506 - TESC Plan and Report	4	4		20					4		40		72	$14,474	$580		$ 15,054
Task 507 - Issued for Bid (100%) Design Documents	8	12		16							24		60	$11,934	$480		$ 12,414
Task 508 - Issued for Bid (100%) Engineer's Opinion of Probable Construction Cost	1	2		4									7	$1,326	$50		$ 1,376
Sub-Total Series 500	**46**	**82**	**0**	**194**	**0**	**0**	**0**	**0**	**8**	**0**	**284**	**0**	**594**	**$117,274**	**$4,680**	**$5,500**	**$127,454**
TASK SERIES 600 - Bid Support																	
Task 601 - Distribute Bid Documents and Keep Bidders List	1	2											3	$606	$20		$ 626
Task 602 - Address Bidder Questions	2	2		4									8	$1,560	$60		$ 1,620
Task 603 - Draft and Distribute Addenda	2	4		4							4		14	$2,757	$110		$ 2,867
Task 604 - Prepare Agenda and Host Pre Bid Conference	2	2											4	$840	$30		$ 870
Task 605 - Attend Bid Opening	2	2											4	$840	$30		$ 870
Task 606 - Validate Bid Document for Responsiveness	1	4											5	$978	$40		$ 1,018
Task 607 - Bid Tabulation Summary	1	1		2									4	$780	$30		$ 810
Task 608 - Provide Recommendation for Contract Award	1	1											2	$420	$20		$ 440
Task 609 - Deliver Conforming Drawings & Specification (IFC Documents)	2	4									8		14	$2,862	$110		$ 2,972
Sub-Total Series 600	**14**	**22**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**58**	**$11,843**	**$450**	**$0**	**$12,093**
TASK SERIES 700 - Permitting Services and Environmental Studies																	
Task 701 - Permitting with Railroad and CDOT	4	20		40					20				84	$16,576	$660		$ 17,236
Task 702 - Environmental Studies (PJM, Wetlands)	4	8		8					100				120	$27,464	$1,100		$ 28,564
Sub-Total Series 700	**8**	**28**	**0**	**48**	**0**	**0**	**0**	**0**	**120**	**0**	**0**	**0**	**204**	**$44,040**	**$1,760**	**$0**	**$45,800**
Project Subtotals	**162**	**216**	**70**	**356**	**96**	**12**	**4**	**0**	**136**	**8**	**300**	**24**	**1,384**	**$283,190**	**$11,310**	**$111,000**	**$405,500**
Project Total																	**$405,500**

Notes:

1. Meetings are assumed to be in person and include the preparation of meeting agendas and meeting minutes. Meeting documents will include a decision log and an action item logs.
2. A total of 40 potholes are assumed. Potholes assume 20 outside of pavement and 20 within pavement requiring patching.
3. Five (5) Easement Descriptions/Exhibits are included in this proposal. Additional descriptions can be provided for $1,100/ea.
4. Both pipeline Design Packages are assumed to be designed simultaneously.
5. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

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2 \\ Action Plan & Schedule

Scope of Services

Our team is proposing the following scope of services.

Task Series 100 – Project Management

Task 101 – Project Kickoff Meeting – Burns & McDonnell will initiate, coordinate, and lead a Project Kickoff meeting at Castle Rock Water's (CRW) offices. During the Project Kickoff meeting the collective project team will identify the project goals, discuss project requirements, identify key project components, coordinate planned activities, establish a project schedule and milestones, identify key project issues/concerns, identify key personnel who are to provide input on the project, and get initial input on design items. Burns & McDonnell will prepare a meeting agenda, meeting content in conjunction with the other partners, and provide meeting minutes that include a decision log and action item log.

Task 102 – Monthly Progress Meetings – Burns & McDonnell will initiate, host, and prepare for monthly in-person meetings throughout the project duration to keep CRW informed regarding progress and to receive input on design criteria and other key project considerations. Burns & McDonnell will prepare a meeting agenda, meeting content, and provide meeting minutes that include a decision log and action item log.

Task 103 – Project Management and Team Coordination - Burns & McDonnell will perform daily project coordination and management for the design phase, which includes coordination between CRW, Burns & McDonnell, and project subconsultants. The project manager will monitor project status, monitor project schedule, monitor project deliverables, track project budget, coordinate resources, and submit monthly invoicing. This task also encompasses half hour weekly internal meetings with the Burns & McDonnell design team to collaborate on design, track internal action items and discuss status updates, and review work-sharing needs to keep the project on schedule and within budget.

Task 104 – Quality Control and Quality Assurance Reviews – Burns & McDonnell will perform company-standard QA/QC design reviews on calculations and design deliverables. Burns & McDonnell has an established, formalized quality control program that is described herein and is mandatory on all projects. A copy of our corporate quality control manual is available upon request. The deliverables anticipated within the first six (6) months of work is a Paired Comparison Analysis Technical Memorandum which will detail our alignment selection process and ultimate recommendation based on our collaborative Paired Comparison Analysis Workshop with the larger team as well as any hydraulic modeling results.

Task 105 – 30% Design Review Meeting (Ligget Road and Front Street) – Burns & McDonnell will initiate and prepare for a 30% design review meeting at CRW offices after CRW has had an opportunity to review the 30% design documents. Burns & McDonnell will prepare a meeting agenda and provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and document comments will be incorporated into the 90% design documents as appropriate. This task assumes one combined review meeting for the Ligget Road and Front Street designs.

Task 106 – 90% Design Review Meeting (Ligget Road and Front Street) - Burns & McDonnell will initiate and prepare for a 90% design review meeting at CRW offices after CRW has had an opportunity to review the 90% design documents. Burns & McDonnell will prepare a meeting agenda and provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and document

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comments will be incorporated into the 100% design documents as appropriate. This task assumes one combined review meeting for the Ligget Road and Front Street designs.

Task Series 200 – Site Investigation

Task 201 – Survey – Burns & McDonnell will subcontract with a licensed surveyor, Encompass Services, to conduct field surveys in sufficient detail to provide a topographic map suitable for detailed design. The survey will show property boundaries, existing designated utilities, mapped utilities, surface features, and easements necessary for the project that are within identified survey limits.

Task 202 – Geotechnical Investigation – Burns & McDonnell will subcontract with a licensed geotechnical firm, Kumar & Associates, to conduct soil borings, asphalt cores, and laboratory tests at identified locations, as needed, to identify subsurface conditions. The geotechnical firm will provide a geotechnical data report discussing geotechnical design and construction considerations, ground water depth measurements, and soil corrosivity.

Task 203 – Potholing – Burns & McDonnell will subcontract with a potholing subconsultant to perform locates of existing utilities that will be crossed or connected to by the proposed construction to identify their location, elevation, size, material, and alignment. For the purposes of this proposal, twenty (20) potholes have been assumed for each project with 50% of potholes outside of pavement limits. For the purpose of this fee, potholes outside of the pavement are assumed to be completed for $1,000/each and potholes within a pavement section are assumed to be completed for $1,250/each. If the alignment requires more utility potholing than the amount assumed at the time of the proposal, additional scope and fee can be included through amendment.

Task Series 300 – Pre-Design & Reports

Task 301 – Existing Document Review – Burns & McDonnell will review existing documents made available by CRW. These documents are anticipated to include available record drawings of existing infrastructure and easement documents. We will also review available geographical information, property ownership, and data that Burns & McDonnell has obtained from available online resources (e.g., Utility owner, Douglas County, and Town GIS data) and from previous projects within this corridor (e.g., survey data, utility documentation, etc.). Our findings will be discussed in the monthly progress meeting(s).

Task 302 – Engineering (811) Locate Requests – Burns & McDonnell will request engineering one-call (811) locates as due diligence to understand what existing utilities may exist in the area during preliminary alignment development. This information will be used as we begin to develop, evaluate, and present conceptual waterline alignment alternatives to CRW. Burns & McDonnell will digitize gathered information (as GIS shapefiles) to be incorporated into our conceptual level alignment exhibits within Task 303.

Task 303 – Routing Studies and GIS Map Books – Burns & McDonnell will develop and evaluate up to two (2) different alignment alternatives for both the Ligget Road Pipe Upsize and Front Street Downtown Connection projects. Evaluation of the alignment alternatives will include the development of conceptual level alignment exhibits (GIS Map Books). The GIS Map Book will use available geographical information, aerial photography, engineering locates, and existing record documents. Data obtained from engineering (811) locate requests, and the Environmental Studies (if additional service is selected) will be incorporated into these map books to consolidate information. The alternatives will be evaluated and summarized in a decision matrix. The decision matrix and recommendations will be discussed during a monthly progress meeting with CRW.

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Task 304 –Engineer's Opinion of Probable Construction Cost for Alternatives – Burns & McDonnell will prepare the engineer's opinion of probable cost for the identified alignment alternatives. This cost opinion will be submitted along with the Alternatives Technical Memorandum for review and comment by CRW. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Assumptions will be included for reference.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year's dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task 305 – Land Ownership and Easement Requirements – Burns & McDonnell will develop a Land Ownership Map within the GIS Map Book exhibits showing the parcels surrounding the alternative alignments. The intent of this Land Ownership Map is to evaluate existing ROW and permanent and temporary construction easement requirements for each of the proposed alignment alternatives. Burns & McDonnell will populate this map based on information available from Douglas County assessor's databases. This land ownership information will help inform the routing study by evaluating land acquisition requirements.

Task Series 400 – Pump Station Hydraulic Analysis and Improvement Plan

Task 401 – Hydraulic Analysis Report and Phasing Plan – Burns & McDonnell will work with CRW to identify scenarios to be run through CRW's existing hydraulic model. The results of the hydraulic model provided by CRW will be summarized in a technical memorandum. The memorandum will include recommendations for pump upgrades.

In addition to the hydraulic analysis, the memorandum will include an evaluation of the existing pump station, including the clearwell, electrical, and pump accessories (i.e., piping and valves). The recommendations from the pump station evaluation will be summarized in the technical memorandum.

Burns & McDonnell will issue a draft memorandum which will be revised per CRW's comments and reissued as final.

Task 402 – Pump Station Improvement Plan Engineer's Opinion of Probable Construction Cost – Burns & McDonnell will prepare the engineer's opinion of probable cost for each phase of the multi-phase improvement plan based on the developed pump station improvement plan. These cost opinions will be submitted along with the memorandum for review and comment by the CRW.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year's dollars. Consideration should

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be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task Series 500 – Front Street & Liggett Road Pipeline Design

Task 501 – 30% Design Documents – Burns & McDonnell will develop plans and specifications at the 30% Design Level. The 30% Design Documents will be constructed as two separate packages and include each of the following:

- General Sheets (Cover, Index, Legend, Survey Control General Notes)
- Specification Table of Contents
- Pipeline Plan View Drawings
- Detail Drawings

CRW will be given at least two weeks to review the plans and outline specifications prior to holding the 30% Design Review Meeting. PDF documents of the plans along with the specifications will be provided to the CRW for review.

Task 502 – 30% Engineer's Opinion of Probable Construction Cost - Based on the 30% design documents, Engineer will prepare the engineer's opinion of probable cost for each project. These cost opinions will be submitted along with the design documents for review and comment by the Owner.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year's dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

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Task 503 – 90% Design Documents – Burns & McDonnell will develop plans and specifications at the 90% design level which will incorporate comments received by CRW during the 30% design review meeting. The 90% Plans will be constructed as two separate packages and include each of the following:

- General Sheets (Cover, Index, Legend, Survey Control General Notes)
- Technical Specifications
- Pipeline Plan and Profile Drawings
- Detail Drawings

CRW will be given at least two weeks to review the plans and outline specifications prior to holding the 90% Design Review Meeting. PDF documents of the plans along with the specifications will be provided to the CRW for review.

Task 504 – 90% Engineer's Opinion of Probable Construction Cost - Based on the 90% design documents, Engineer will prepare the engineer's opinion of probable cost for each project. These cost opinions will be submitted along with the design documents for review and comment by the Owner.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year's dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task 505 - Easement Descriptions and Exhibits (additional @ $1,100/ea.) - Burns & McDonnell's surveyor subconsultant, Encompass Services, will complete up to two (2) legal descriptions for permanent easements for the Front Street Downtown Connection Project and up to three (3) legal descriptions for permanent easements for the Liggett Road Pipe Upsize Project. Temporary construction easements will be included with the permanent easement descriptions. Legal descriptions will include the written description and be supported by an exhibit. Additional legal descriptions/exhibits can be provided at $1,100 each.

Task 506 - TESC Plan and Report – Burns & McDonnell will prepare a Temporary Erosion and Sediment control (TESC) plan and report, in accordance with the Town of Castle Rock's requirements. The GESC submittal will include a water control plan. The TESC package will be included with the 90% and 100% submittals.

Task 507 – Issued for Bid (100%) Design Documents – Burns & McDonnell will prepare and submit 100% (Issue for Bid) plans and specifications for bidding purposes. The plans and specifications will incorporate final Owner comments prior to bidding.

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Task 508 – Issued for Bid (100%) Engineer's Opinion of Probable Construction Cost - Based on the 100% design documents, Engineer will prepare the engineer's opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year's dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task Series 600 – Bid Support

Task 601 –Distribute Bid Documents and Keep Bidders List - Burns & McDonnell will distribute the Issued for Bid Documents to the Contractors at the CRW's request. We will coordinate with CRW on how the advertisement should be provided to prospective bidders. Burns & McDonnell will keep an updated plan holders list. That will be used to deliver the addenda or any other important notices.

Task 602 –Address Bidder Questions – Burns & McDonnell will respond to questions from Contractors during the bidding process.

Task 603 –Draft and Distribute Addenda - Burns & McDonnell will assemble addenda and transmit addenda to Contractors during the bidding process. The addenda will be incorporated into the Contract Documents. Based upon comments, questions, and feedback from Contractors during the bidding process, multiple addenda may be required to be issued.

Task 604 – Prepare Agenda and Host Pre-Bid Conference – Burns & McDonnell will prepare for and host a pre-bid conference with potential bidding Contractors. A meeting agenda will be provided to cover noteworthy conditions and requirements associated with work. We will keep a sign-in sheet for all Contractors attending. We will take meeting minutes and distribute them to meeting attendees and prospective bidders.

Task 605 – Attend Bid Opening – Burns & McDonnell will attend and assist with the bid opening. Our team will help with the management and collection of bidding documents. Bid discrepancies and irregularities will be documented.

Task 606 – Validate Bid Document for Responsiveness – Burns & McDonnell will collect all the submitted bids and evaluate each bid for conformance, completeness, and costs. Irregularities and discrepancies will be documented.

Task 607 - Provide Bid Tabulation Summary – We will compile a bid tabulation summary showing the provided bid costs from all contractors in a single document. Computation errors and uncertainties will be documented and provided.

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Task 608 – Provide Recommendation for Contract Award – Burns & McDonnell will provide a formal written Contractor recommendation for Award, which may be presented to Town Council. Our recommendation will consider the Contractor's qualifications, bid irregularities, value to the Town, and experience with work.

Task 609 – Deliver Issued for Construction Drawings and Specifications (IFC Documents) – Burns McDonnell will provide Issued for Construction Drawings and Specifications. Final revisions based on addenda will be included in these documents. The Issued for Construction Documents will be delivered to the successful Contractor for the Construction Phase.

Task Series 700 – Permitting Services and Environmental Studies

Task 701 – Permitting with Railroad and CDOT – Burns & McDonnell will aid in acquiring permits required for construction with CDOT (interstate) ROW and BNSF/Union Pacific ROW for each alignment. If an alignment is selected that runs parallel to interstate 25, a memo requesting acceptance will be required. Note that executed agreements or permits may only be issued by both entities at the end of design or before commencement of construction activities.

Task 702 – Environmental Studies (PJM, Wetlands) - Burns & McDonnell environmental scientists and cultural resource specialists will evaluate each pipeline alignment site for historical, cultural, and biological features (e.g., the Preble Jumping Mouse, wetlands, and nesting birds & raptors). The evaluation will start as a desktop evaluation to inform the route study and then expanded to field investigations based on the desktop findings. An Environmental Report will summarize the findings at both sites and advise on coordination with any further regulatory entities such as the USACE, Colorado Parks and Wildlife, and the National Fish and Wildlife Foundation.

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EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE

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CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY) 4/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURED 1334942	BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 LEBRASSE, KYLE

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Steadfast Insurance Company	26387
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES * **CERTIFICATE NUMBER:** 20503296 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	TB2-641-432888-473	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-043	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC2-641-432888-013	12/1/2023	12/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-03	12/1/2023	12/1/2024	$1,000,000 PER CLAIM; $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED

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CERTIFICATE HOLDER

20503296
TOWN OF CASTLE ROCK, COLORADO
100 N. WILCOX ST.
CASTLE ROCK CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

RE: FRONT STREET DOWNTOWN CONNECTION, RWRWTC PUMP UPGRADES, & LIGGETT ROAD PIPE UPSIZE. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR WORK ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM).

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TOWN OF CASTLE ROCK COLORADO

EXHIBIT 3

TOWN OF CASTLE ROCK
AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

In accordance with Section 8-70-115, C.R.S., Burns & McDonnell Engineering Company, Inc. certifies the following:

- With respect to the Agreement, **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** ("Entity") represents that it is the Entity's express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement, to include all employees and agents of the above-named Entity. Entity understands and confirm that the Town reasonably relied on this intention in entering into the Agreement.

- The Town does not require Entity work exclusively for the Town, except that Entity may choose to work exclusively for the Town for a finite period of time specified in the document.

- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.

- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.

- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.

- Entity is not provided with anything, if at all, more than minimal training from the Town.

- The Town does not provide Entity with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.

- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.

- The Town does not pay Entity personally but rather makes checks payable to the trade or business name of the Entity, who is a Party to the Agreement; and the Town does not combine their business operations in any way with the Entity's business, but instead maintains such operations as separate and distinct.

- Entity understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.

- **ENTITY UNDERSTANDS THAT NEITHER ENTITY NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN. THE**

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ONLY AVAILABLE UNEMPLOYMENT COMPENSATION COVERAGE IS THAT PROVIDED BY THE ENTITY.

- **ENTITY UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

INDEPENDENT CONTRACTOR:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____

Name Jason Schaefer

STATE OF COLORADO)

) *ss.*

COUNTY OF Douglas)

The foregoing instrument as acknowledged before me this 16 day of April, 2024 by Tristan Campbell as Notary Public of the above-mentioned Independent Contractor.

Witness my official hand and seal.

My commission expires: 11/8/26

T. Campbell

Notary Public

TRISTAN CAMPBELL
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20224042811
My Commission Expires 11/8/2026

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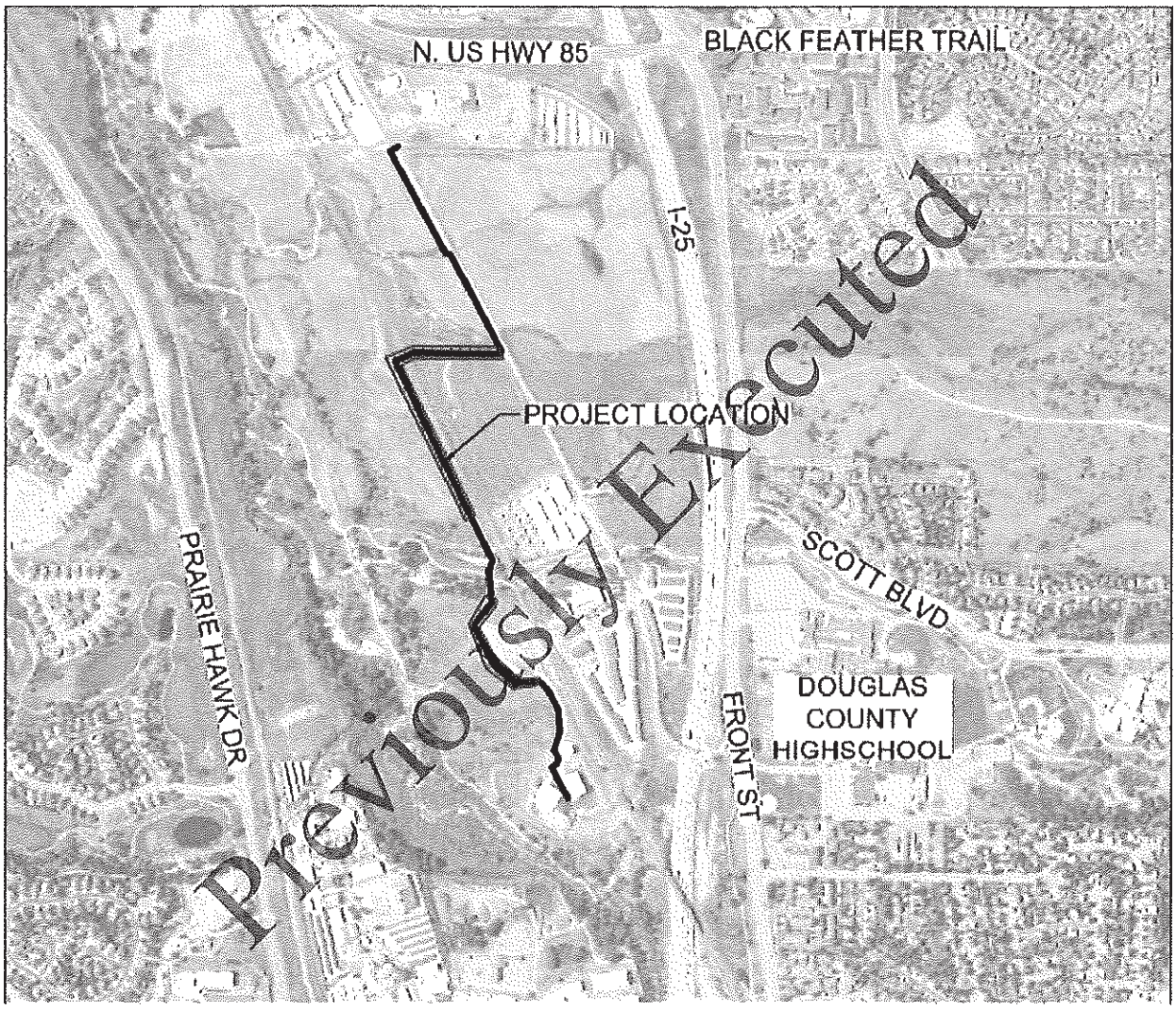
TOWN OF CASTLE ROCK COLORADO

EXHIBIT B

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

TASK SERIES 200 – SITE INVESTIGATIONS

Task 201 – Survey – This task is amended to include the survey of the below red-hatched areas which will be performed by Burns & McDonnell's subconsultant, Encompass Services.



TASK SERIES 300 – PRE-DESIGN AND REPORTS

Task 306 – Right-of-Entry – Burns & McDonnell will correspond with the owner of the ADAM B SCOTT & KYLE A SCOTT parcel adjacent to Liggett Road in an effort to acquire Right-of-Entry to support survey and geotechnical investigations.

Castle Rock Water

Amendment #1 - ROE and Additional Liggett Survey

		Project Manager	Lead Pipeline	ROE Support	Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
		Ryan Brong, PE	Brett Holzapfel	Sara Crooks					
Task Series 200 - SITE INVESTIGATIONS									
Task 201	Survey	4	4		8	$ 1,668	$ 67	$ 19,898	$ 21,632
Task Subtotal		4	4	0	8	$ 1,668	$ 67	$ 19,898	$ 21,632
Task Series 300 - PRE-DESIGN AND REPORTS									
Task 306	Right-of-Entry			2	2	$ 566	$ 23	$ -	$ 589
Task Subtotal		0	0	2	2	$ 566	$ 23	$ -	$ 589
Project Total		4	4	2	10	$ 2,234	$ 90	$ 19,898	$ 22,221

Previously Executed

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Docusign Envelope ID: AA1A31E8-7FC5-473A-847F-9B342E088D3B

TOWN OF CASTLE ROCK COLORADO

EXHIBIT C

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

Previously Executed

Docusign Envelope ID: AA1A31E8-7FC5-473A-847F-9B342E088D3B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/1/2025

DATE (MM/DD/YYYY)
11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 LEBRASSE, KYLE	INSURER A : Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B : Steadfast Insurance Company — 26387 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20503296 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	TB2-641-432888-474	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-044	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC2-641-432888-014	12/1/2024	12/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-04	12/1/2024	12/1/2025	$1,000,000 PER CLAIM; $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED

Previously Executed

CERTIFICATE HOLDER

20503296
TOWN OF CASTLE ROCK, COLORADO
100 N. WILCOX ST.
CASTLE ROCK CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Docusign Envelope ID: AA1A31E8-7FC5-473A-847F-9B342E088D3B

RE: FRONT STREET DOWNTOWN CONNECTION, RWRWTC PUMP UPGRADES, & LIGGETT ROAD PIPE UPSIZE. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR WORK ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM).

Previously Executed

EXHIBIT B-2

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

PREVIOUSLY EXECUTED

BURNS McDONNELL

Amendment 2 Work Breakdown

TASK SERIES 100 – PROJECT MANAGEMENT

Task 103 – Project Management and Team Coordination – This task is amended to include daily project coordination and management between CRW, Burns & McDonnell, and subconsultants for the tasks outlined in this Amendment #2.

TASK SERIES 200 – SITE INVESTIGATION

Task 202 – Geotechnical Investigation – This task is amended to include an additional three (3) borings along the Front Street alignment and two (2) borings along the Liggett Road Alignment. Four (4) of these five (5) bore holes will be converted to groundwater monitoring wells. Kumar will take four (4) subsequent groundwater readings at each monitoring well. CRW will be responsible for abandoning the monitoring wells or re-permitting with the State beyond the initial 18-month period.

The borings will be drilled to a depth agreed to between BMcD and Kumar, ranging between approximately 15' and 50' beneath ground surface.

Task 204 – Front Street Union Pacific RR – Geotechnical Investigation Observation
Burns & McDonnell Subconsultant, GEI, will monitor boring activities and soil sampling completed by Kumar as described in Task 202.

Task 205 – Front Street Union Pacific RR – Trenchless Feasibility Memorandum
Burns & McDonnell, Subconsultants, GEI, will evaluate the boring data provided by Kumar (see Task 202) and draft a Trenchless Feasibility Memorandum. Burns & McDonnell along with GEI will meet with CRW to discuss trenchless technology options for this the railroad crossing.

Task 206 – Front Street Union Pacific RR – Geotechnical Baseline Report
Burns & McDonnell's subconsultant, GEI, will provide a geotechnical baseline report which will be incorporated in the bid documents.

TASK SERIES 400 – PUMP STATION HYDRAULIC ANALYSIS AND IMPROVEMENT PLAN

Task 401 – Hydraulic Analysis Report and Phasing Plan
This task will be amended to include one additional pump capacity evaluation at a new hydraulic scenario, as identified by CRW. The pump capacity evaluation will be limited to new pump selection, pipe sizing evaluation, and clearwell sizing evaluation. The clearwell sizing evaluation will be limited to determining what modifications may be required to target Hydraulic Institute standards for pump intake design.

PREVIOUSLY EXECUTED

9191 S Jamaica Street \ Englewood, CO 80112
O 303-721-9292 \ F 303-721-0563 \ burnsmcd.com

Task 402 – Pump Station Improvement Plan Engineer's Opinion of Probable Construction Cost
This task will be amended to include an engineer's opinion of probable construction cost for the new hydraulic scenario included in Task 401.

TASK SERIES 500 – FRONT STREET & LIGGETT ROAD PIPELINE DESIGN
Task 503 – 90% Design Documents
This task is amended to include the following for the Front Street Pipeline Design package:

- Tunnel Technical Specifications
- Updated Trenchless Alignment & Drawings
- Trenchless Detail Drawings

Task 504 – 90% Engineer's Opinion of Probable Construction Cost
This task is amended to include a revised 90% EOPCC capturing the changes to the design described in Task 503 of this Amendment #2.

Task 507 – Issued for Bid (100%) Design Documents
This task is amended to include the Front Street pipeline trenchless design documents described in Task 503, which will incorporate final Owner comments prior to bidding.

Task 508 – Issued for Bid (100%) Engineer's Opinion of Probable Construction Cost
This task is amended to include the 100% Front Street Pipeline trenchless design within the 100% EOPCC.

Task 509 – Front Street Waterline – Stormwater Outfall Improvements – Burns & McDonnell will design improvements to the stormwater outfall near Station 12+00 (see 90% design drawings).

TASK SERIES A200 – MISCELLANEOUS SCOPE

Task A201 – Pinery Easement Staking – Burns & McDonnell's subconsultant, Encompass Services, will stake the easement near station R1 28+00 (see Pinery Pipeline & Pump Station bid drawings). This will include physical markings to aid in CRW's site walk with the landowner.

PREVIOUSLY EXECUTED

ADD ALTERNATES (TASKS 001 AND 002)

Task 001 – Union Pacific RR Rush Permitting Review – Tier II
This task is amended to include the optional Tier II rush permit review services as offered by Union Pacific (if available).

Task 002 – Front Street Union Pacific RR – HDD Package
If HDD is selected from the memorandum provided in Task 205 as the trenchless alternative, GEI will provide HDD design calculations and alignment for the design submittals discussed in Task 206.

PREVIOUSLY EXECUTED

BURNS McDONNELL

Castle Rock Water

Front Street Downtown Connection, RWRWTC Pump Upgrased, & Liggett Road Pipe Upsize Projects (CON-2024-0174): Request for Amendment 2

		Project Manager	Lead Pipeline	Quality Control	Process	Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
		Ryan Brong, PE	Brett Holzapfel	Wootuk Cha, PE	Haley Morton, PE					
Task Series 100 - PROJECT MANAGEMENT										
Task 103	Project Management and Team Coordination	20				20	$ 5,638	$ 226	$ -	$ 5,863
Task Subtotal		20	0	0	0	20	$ 5,638	$ 226	$ -	$ 5,863
Task Series 200 - SITE INVESTIGATIONS										
Task 202	Geotechnical Investigations	8				8	$ 2,255	$ 90	$ 18,997	$ 21,342
Task 204	Front Street Union Pacific RR - Geotechnical Investigation Observation					0	$ -	$ -	$ 9,525	$ 9,525
Task 205	Front Street Union Pacific RR - Trenchless Feasibility Memorandum	4	4	4		12	$ 3,255	$ 130	$ 11,748	$ 15,134
Task 206	Front Street Union Pacific RR - Geotechnical Baseline Report			4		4	$ 1,218	$ 49	$ 13,288	$ 14,554
Task Subtotal		12	4	8	0	24	$ 6,728	$ 269	$ 59,558	$ 60,555
Task Series 400 - PUMP STATION HYDRAULIC ANALYSIS AND IMPROVEMENT PLAN										
Task 401	Hydraulic Analysis Report and Phasing Plan			1	40	41	$ 11,579	$ 463	$ -	$ 12,043
Task 402	Pump Station Improvement Plan Engineer's Opinion of Probable Construction Cost			1	4	5	$ 1,432	$ 57	$ -	$ 1,489
Task Subtotal		0	0	2	44	46	$ 13,011	$ 520	$ -	$ 13,532
Task Series 500 - FRONT STREET & LIGGETT ROAD PIPELINE DESIGN										
Task 503	90% Design Documents	4	8	2		14	$ 3,557	$ 142	$ 11,950	$ 15,649
Task 504	90% Engineer's Opinion of Probable Construction Cost	2	4	1		7	$ 1,778	$ 71	$ 2,988	$ 4,837
Task 507	Issued for Bid (100%) Design Documents	2	8	2		12	$ 2,993	$ 120	$ 11,950	$ 15,063
Task 508	Issued for Bid (100%) Engineer's Opinion of Probable Construction Cost	2	4	1		7	$ 1,778	$ 71	$ 2,988	$ 4,837
Task 509	Front Street Waterline - Stormwater Outfall Improvements	4	8	4		16	$ 4,168	$ 167	$ -	$ 4,335
Task Subtotal		14	32	10	0	56	$ 14,272	$ 571	$ 29,876	$ 44,719
Task Series - A200 - MISCELLANEOUS SCOPE										
Task A201	Pinery Easement Staking					0	$ -	$ -	$ 5,144	$ 5,144
Task Subtotal		0	0	0	0	0	$ -	$ -	$ 5,144	$ 5,144
Project Total		46	36	20	44	146	$ 39,649	$ 1,586	$ 88,578	$ 129,813
Add Alternates										
~~Task 001~~	~~Union Pacific RR Rush Permitting Assist - Tier II~~	~~0~~				~~0~~	~~$ 564~~	~~$ 6,076~~	~~$ -~~	~~$ 6,640~~
Task 002	Front Street Union Pacific RR - HDD Package	2	4	4		10	$ 2,692	$ 106	$ 16,566	$ 19,365
Task Subtotal		4	4	4	0	12	$ 3,255	$ 6,185	$ 16,566	$ 26,007
Optional Service Total		4	4	4	0	12	$ 3,255	$ 6,185	$ 16,566	$ 26,007

Total	$149,178

PREVIOUSLY EXECUTED

Below is Consultant's Schedule of Hourly Professional Service Billing Rates for Services performed under this Agreement through December 31, 2025:

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$78.00
Technician *	6	$99.00
Assistant *	7	$120.00
	8	$165.00
	9	$195.00
Staff *	10	$222.00
	11	$243.00
Senior	12	$275.00
	13	$297.00
Associate	14	$306.00
	15	$308.00
	16	$310.00
	17	$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

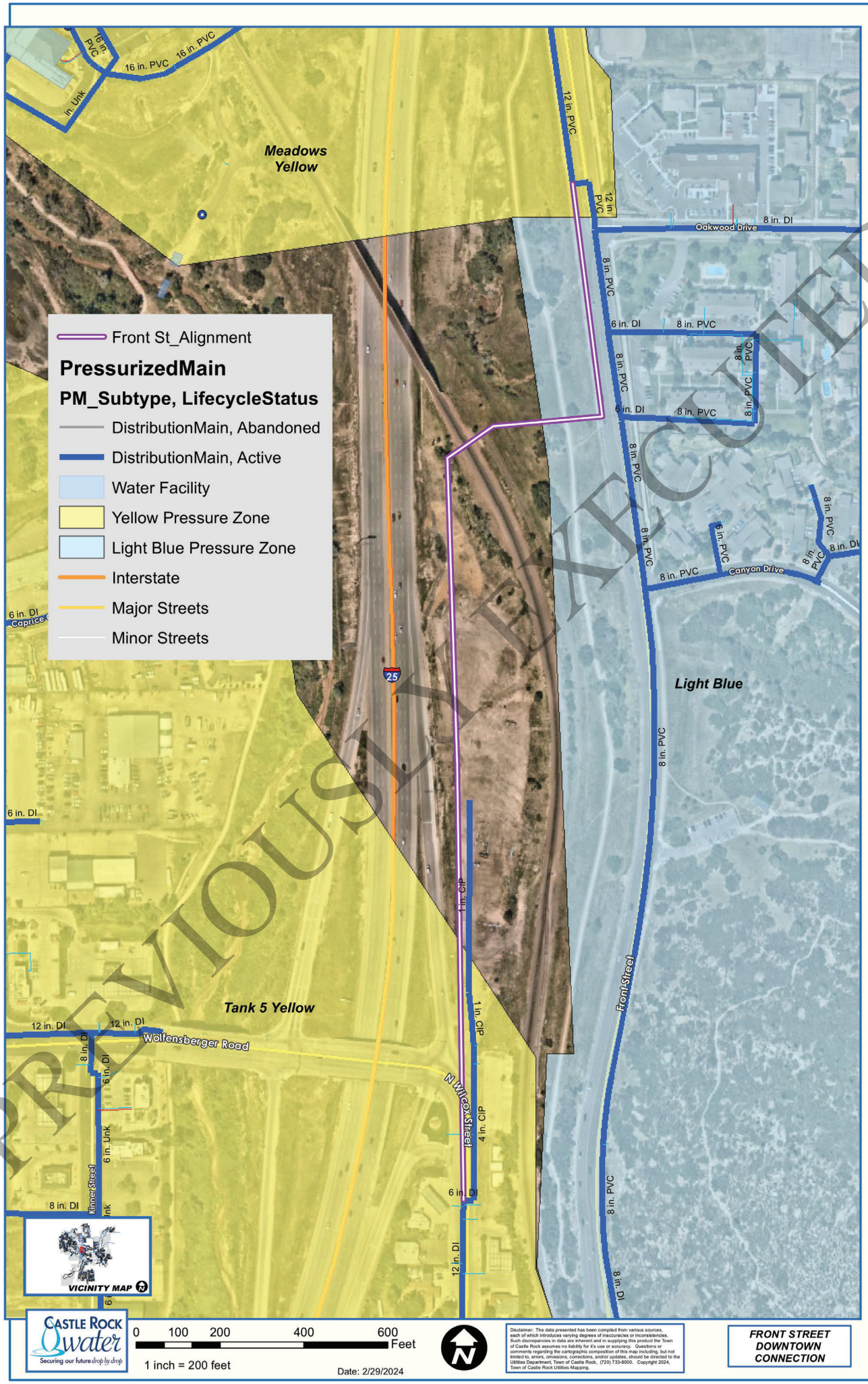
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. The Town shall remit payment to Burns & McDonnell within thirty (30) days receipt of such invoice, pursuant to Section 2 of the Agreement.

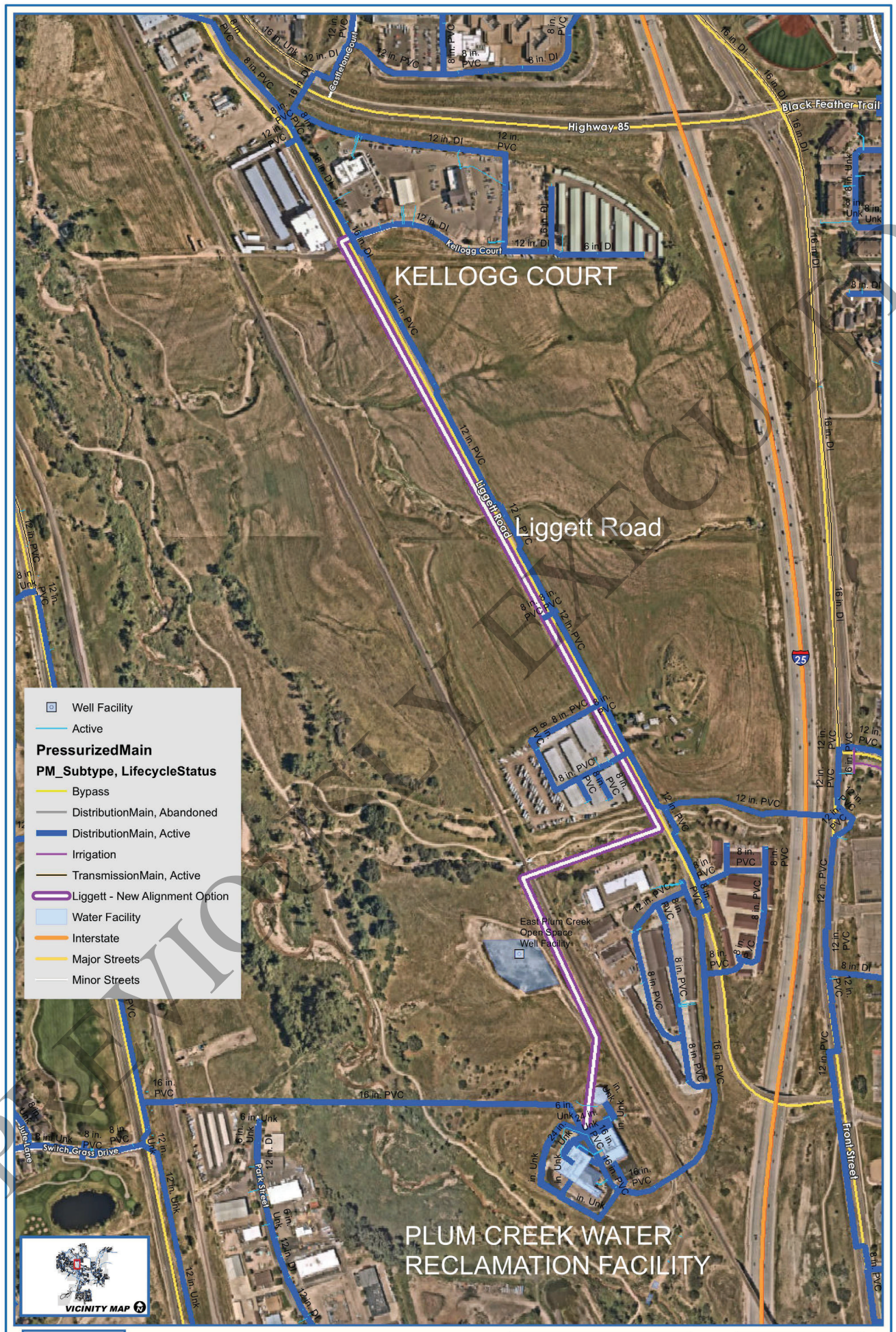
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

PREVIOUSLY EXECUTED



PREVIOUSLY EXECUTED



Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no liability for it's use or accuracy. Questions or comments regarding the cartographic composition of this map including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6000. Copyright 2024, Town of Castle Rock Utilities Mapping.

Date: 3/1/2024

Document Path: J:\B. PLAN & ENG\11.0 CIP\11.9. Projects\Water Fund\Front St Downtown-RW Pumps-Liggett Rd Upsize\1.0 Planning\Miscellaneous\Liggett Rd Upsize Map.mxd

PREVIOUSLY REVIEWED

EXHIBIT B-3

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

TASK SERIES 100 – PROJECT MANAGEMENT
Task 103 – Project Management and Team Coordination – This task is amended to include two hours per week over eight (8) weeks of additional project management for the Amendment 3 scope of work.

TASK SERIES 200 – SITE INVESTIGATIONS
Task 201 – Survey – This task is amended to include additional topographic and subsurface utility survey along the Walker parcel (parcel # 2351353000019). This area is depicted on the map included below. Additional potholing to Achieve SUE Quality Level A (QL-A) is not included within the Walker parcel.

TASK SERIES 500 – FRONT STREET & LIGGETT ROAD PIPELINE DESIGN
Task 507 – Issued for Bid (100%) Design Documents – This task is amended to include pipeline plan view realignment and profile updates within the Walker Parcel (parcel # 2351353000019).

TASK SERIES 600 – BID SUPPORT
Task 610 – Geotechnical Engineer Bid Support – Consultant's geotechnical subcontractor, GEI, will assist with tunnel-related pre-bid questions, clarifications, and addenda related to the Union Pacific Railroad trenchless crossing design.

TASK SERIES 800 – CONSTRUCTION PHASE SERVICES – FRONT STREET
The Scope of Services described herein represents the Consultant's professional engineering activities necessary for engineering services during construction and post-construction activities. Consultant's Construction Phase Services will in no way relieve Town designated construction contractors ("Town's Construction Contractor") of their obligations for complete compliance with the drawings and specifications. Consultant shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of Town's Construction Contractor, or for their safety precautions and programs incident to their work. Consultant shall not be responsible for the failure of Town's Construction Contractor to perform the work in accordance with the Contract Documents.

Insofar as job site safety is concerned, Consultant is only responsible for its employees' activities on the job site, and this shall not be construed to relieve Town or any Town's Construction

Contractor from their responsibilities for maintaining a safe job site. Neither the professional activities of Consultant, nor presence of Consultant or its employees and subcontractors shall be construed to imply Consultant has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Town agrees that the Town's Construction Contractor is solely responsible for job site safety, and this intent shall be made evident in Town's agreement with Town's Construction Contractor. Town and Consultant shall be made additional insureds under the Town's Construction Contractors' general liability insurance policy.

Consultant will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Town. Consultant shall not be liable for the results of any reasonable interpretations or reasonable decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract Documents; provided, however, that all interpretations and decisions of Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

Consultant has based the scope of services level of effort on a construction duration of 120 days. If more time is required and agreed to by the Town, an equitable adjustment will be made to the Consultant's contract by means of a written amendment executed by both Parties.

Task 801 – General Management of Construction Contract - Consultant shall provide for general management during the construction contract. Consultant shall maintain, at Consultant's office, orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Requests for Information, Construction Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals, quality control testing reports (as received from Town's Construction Contractor 's 3rd party testing lab), and other project related documents.

Task 802 – Pre-Construction Conference – Consultant's Project Manager and Lead Pipeline engineer will conduct a preconstruction conference. This meeting will be held at Town's offices. Consultant will provide meeting agendas and distribute meeting minutes. It is assumed that the meeting will take three (3) hours.

Task 803 – Progress Meetings – Consultant's Project Manager and Lead Pipeline engineer will attend weekly construction progress meetings. These meetings will be held via Microsoft Teams or on-site. This task assumes a total of sixteen (16) meetings for this task, with eight (8) occurring on-site. It is assumed that the Town's Construction Contractor will provide meeting agendas and distribute meeting minutes. It is assumed virtual meetings will take thirty (30) minutes and on-site meetings will take one (1) hour.

Task 804 – RFI Review and Response - Consultant will review and respond to RFIs in writing and prepare and issue supplemental drawings and specifications as necessary in response to RFIs. Consultant will maintain a record of RFIs, responses provided to the Town's Construction Contractor, and documentation of each RFI's resolution. This task includes written responses to

twelve (12) RFIs with a review, determination, and response time of approximately three (3) hours per RFI.

Task 805 – Submittal and Resubmittal Reviews - Consultant will review submittals for the project and provide a response and status for each submittal. Consultant will maintain a record of submittals, responses provided to the Town's Construction Contractor, and documentation of each submittal. This task includes written responses to twenty-five (25) submittals with a review, determination, and response time of approximately 1 (one) hour per submittal. This task also includes that each submittal will have one (1) resubmittal with a review, determination, and response time of approximately one (1) hour per resubmittal.

Task 806 – Change Orders/Work Change Directives - Consultant will review and comment on prospective change orders. Consultant will evaluate and make recommendations to Town on change orders. Consultant will provide Work Change Directives as needed. Consultant will track changes and obtain Town approval prior to returning direction to the Town's Construction Contractor. Eight (8) change orders or Work Change Directives are assumed each requiring two (2) hours of review by Consultant.

Task 807 – Periodic Site visits by Engineer - This includes two (2) site visits per month by the project manager or project engineer. Each site visit is assumed to be three (3) hours in duration, including travel. Consultant will:

- Provide observation of construction progress and of the quality of the work as is reasonably feasible at various stages of construction to evaluate if the work is proceeding in general accordance with the design documents.
- Review delivered and on-site materials as is reasonably feasible for general conformance with the design documents and approved submittals.
- Prepare and submit daily construction observation reports to the Town after each site visit by Consultant.
- Provide construction photos of construction activities while on site.

Task 808 – Geotechnical Engineer Submittal Review, RFI Review, and Site Visits - Consultant's Geotechnical Engineer (GEI) will review up to eight (8) submittals and up to three (3) RFIs for the project pertaining to relevant scope and provide a response and status for each. The Consultant will maintain the record of submittals and RFIs, provide responses to the Town's Construction Contractor, and documents for each. This task includes that each submittal will have one (1) resubmittal for review, determination, and response.
This task also includes periodic site observation by GEI for work pertaining to the trenchless installation across the Union Pacific Railroad. Ten (10) total site visits are assumed. Each site visit will be assumed to be ten (10) hours in duration. For each day on-site, the Geotechnical Engineer will submit a daily report documenting the Town's Construction Contractor's activities and progress.

Task 809 – Final Completion Inspection and Punchlist - Consultant will participate in the field walks of the site with the Town and the Town's Construction Contractor. Consultant will generate a punchlist of incomplete and construction items to correct in the field and prepare the

substantial completion letter with final completion requirements outlined. This task assumes four (4) hours each for the project engineer and the project manager to perform the site walk. The task also includes punch list preparation.

Task 810 – Conforming to Construction Record Drawings - Following the construction, and prior to recommendation of the final payment to the Town's Construction Contractor, the Town's Construction Contractor will be required to provide a set of red lined drawings indicating changes that took place in the field during construction of the project.

Consultant will prepare conforming to construction drawings from the Town's Construction Contractor supplied redlines. A PDF file of the information will be provided to the Town.

BURNS McDONNELL

Castle Rock Water

Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects (CON-2024-0174): Request for Amendment 3

		Project Manager	Lead Pipeline	Quality Control	CAD	Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
		Ryan Brong, PE	Brett Holzapfel	Woosuk Cha, PE	Victor Ponce					
Task Series 100 - PROJECT MANAGEMENT										
Task 103	Project Management and Team Coordination	16				16	$ 4,672	$ 47	$ -	$ 4,719
Task Subtotal		**16**	**0**	**0**	**0**	**16**	**$ 4,672**	**$ 47**	**$ -**	**$ 4,719**
Task Series 200 - SITE INVESTIGATIONS										
Task 201	Survey			1		1	$ 316	$ 3	$ 11,140	$ 11,459
Task Subtotal		**0**	**0**	**1**	**0**	**1**	**$ 316**	**$ 3**	**$ 11,140**	**$ 11,459**
Task Series 500 - FRONT STREET & LIGGETT ROAD PIPELINE DESIGN										
Task 507	Issued for Bid (100%) Design Documents	4	4	2	8	18	$ 5,084	$ 51	$ -	$ 5,135
Task Subtotal		**4**	**4**	**2**	**8**	**18**	**$ 5,084**	**$ 51**	**$ -**	**$ 5,135**
Task Series 600 - BID SUPPORT										
Task 610	Geotechnical Engineer Bid Support					0	$ -	$ -	$ 3,729	$ 3,729
Task Subtotal		**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ 3,729**	**$ 3,729**
Task Series 800 - CONSTRUCTION PHASE SERVICES - FRONT STREET										
Task 801	General Management of Construction Contract	32				32	$ 9,344	$ 93	$ -	$ 9,437
Task 802	Pre-Construction Conference	3	5			8	$ 2,061	$ 21	$ -	$ 2,082
Task 803	Progress Meetings	12	12			24	$ 6,348	$ 63	$ -	$ 6,411
Task 804	RFI Review and Response	12	24			36	$ 9,192	$ 92	$ -	$ 9,284
Task 805	Submittal Review and Response	20	30			50	$ 12,950	$ 130	$ -	$ 13,080
Task 806	Change Orders/Work Change Directives	4	12			16	$ 4,012	$ 40	$ -	$ 4,052
Task 807	Periodic Site Visits	12	12			24	$ 6,348	$ 171	$ -	$ 6,519
Task 808	Geotechnical Engineer Submittal Review, RFI Review, and Site Visits	2				2	$ 584	$ 6	$ 33,886	$ 34,475
Task 809	Final Completion Inspection and Punchlist	4	6			10	$ 2,590	$ 26	$ -	$ 2,616
Task 810	Conforming to Construction Record Drawings	4		2	40	46	$ 13,480	$ 135	$ -	$ 13,615
Task Subtotal		**105**	**101**	**2**	**40**	**248**	**$ 66,909**	**$ 776**	**$ 33,886**	**$ 101,571**
Project Total		**125**	**105**	**5**	**48**	**283**	**$ 76,981**	**$ 877**	**$ 48,754**	**$ 126,613**

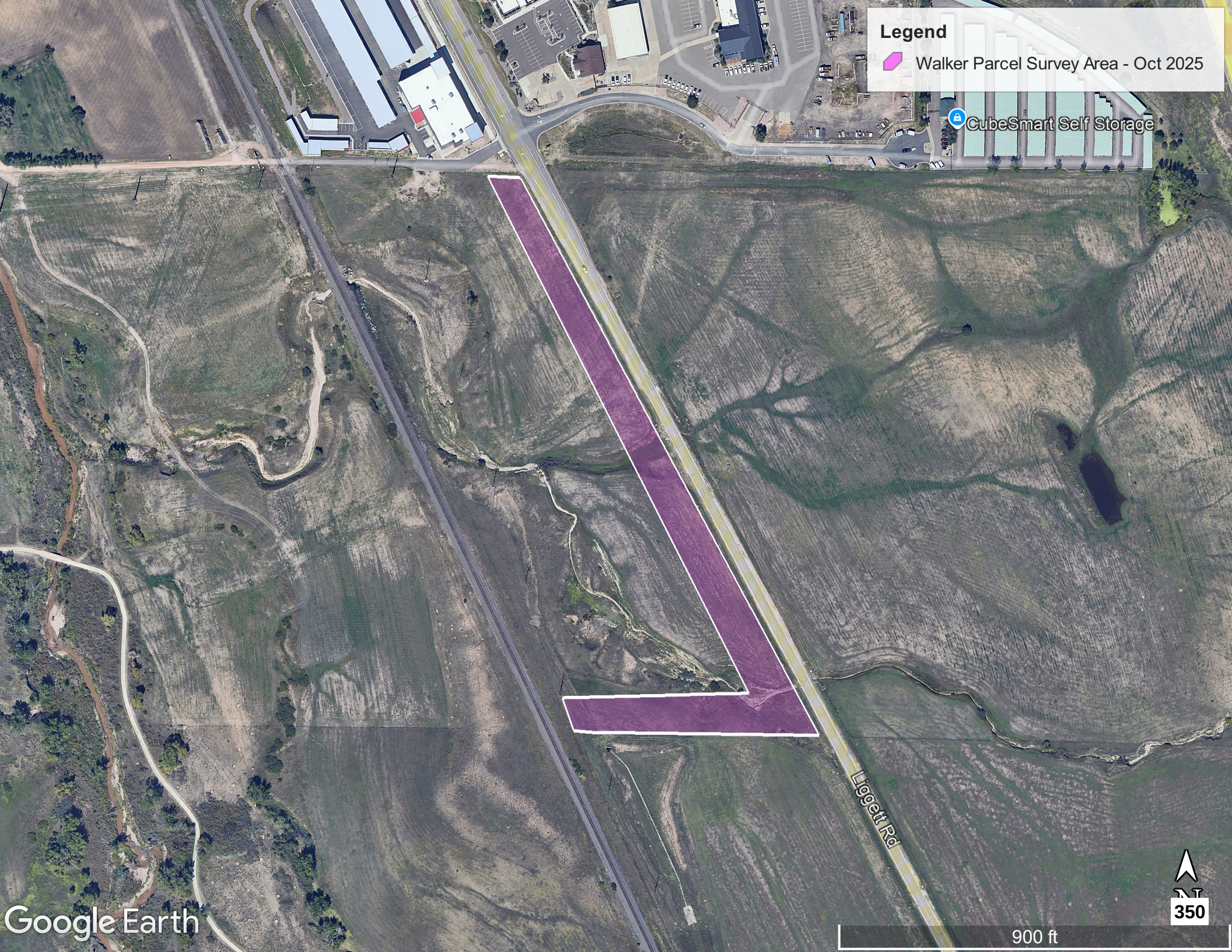

Legend
Walker Parcel Survey Area - Oct 2025
CubeSmart Self Storage
Liggett Rd
Google Earth
N
350
900 ft

EXHIBIT C-3

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2026 — 3/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1569268 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 BRONG< RYAN	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company — 23035 **INSURER B :** Steadfast Insurance Company — 26387 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23178908 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	TB2-641-432888-475	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-045	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC2-641-432888-015	12/1/2025	12/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-05	12/1/2025	12/1/2026	$1M PER CLAIM/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED

CERTIFICATE HOLDER

23178908
TOWN OF CASTLE ROCK
A COLORADO MUNICIPAL CORPORATION
100 N. WILCOX ST.
CASTLE ROCK CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RE: PROJECT # 171132 - FRONT STREET DOWNTOWN CONNECTION, RWRWTC PUMP UPGRADES, & LIGGETT ROAD PIPE UPSIZE PROJECTS. TOWN OF
CASTLE ROCK, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY INCLUDES SEVERABILITY OF INTERESTS. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

Front St 90% Alignment

Front St_Alignment

PressurizedMain

PM_Subtype, LifecycleStatus

DistributionMain, Abandoned

DistributionMain, Active

Water Facility

Yellow Pressure Zone

Light Blue Pressure Zone

Interstate

Major Streets

Minor Streets

Meadows Yellow

Light Blue

Tank 5 Yellow

16 in. PVC

16 in. PVC

16 in. PVC

in. Unk

12 in. PVC

12 in. PVC

8 in. DI

Oakwood Drive

8 in. PVC

6 in. DI

8 in. PVC

8 in. PVC

8 in. PVC

6 in. DI

8 in. PVC

8 in. PVC

8 in. PVC

8 in. PVC

6 in. PVC

8 in. PVC

8 in. DI

8 in. PVC

Canyon Drive

6 in. DI

Caprice

25

6 in. DI

1 in. CIP

Front Street

12 in. DI

12 in. DI

Wolfensberger Road

8 in. DI

6 in. DI

N Wilcox Street

6 in. Unk

Kinner Street

6 in. DI

12 in. DI

8 in. DI

8 in. PVC

8 in. DI

VICINITY MAP

CASTLE ROCK Qwater

Securing our future drop by drop

0 100 200 400 600 Feet

1 inch = 200 feet

Date: 2/29/2024

Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no liability for it's use or accuracy. Questions or comments regarding the cartographic composition of this map including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6000. Copyright 2024, Town of Castle Rock Utilities Mapping.

FRONT STREET DOWNTOWN CONNECTION

KELLOGG COURT

Liggett Road

PLUM CREEK WATER RECLAMATION FACILITY

Well Facility
Active

PressurizedMain

PM_Subtype, LifecycleStatus

Bypass
DistributionMain, Abandoned
DistributionMain, Active
Irrigation
TransmissionMain, Active
Liggett - New Alignment Option
Water Facility
Interstate
Major Streets
Minor Streets
Liggett Rd 90% Alignment

VICINITY MAP

CASTLE ROCK Qwater
Securing our future drop by drop

0 200 400 800 1,200 Feet

1 inch = 400 feet

Date: 3/1/2024

Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no liability for it's use or accuracy. Questions or comments regarding the cartographic composition of this map including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6000. Copyright 2024, Town of Castle Rock Utilities Mapping.

LIGGETT ROAD PIPE UPSIZE

Document Path: J:\B. PLAN & ENG\11.0 CIP\11.9. Projects\Water Fund\Front St Downtown-RW Pumps-Liggett Rd Upsize\1.0 Planning\Miscellaneous\Liggett Rd Upsize Map.m

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 12. **File #:** MIN 2026-016

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: May 19, 2026 Town Council Meeting

Executive Summary

Attached are minutes from the May 19, 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, May 19, 2026 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. on May 19, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the Invocation.

CALL TO ORDER / ROLL CALL

Present: 7 - Councilmember Brooks, Councilmember Hollingshead, Councilmember Davis, Mayor Pro Tem Cavey, Councilmember Bracken, Mayor Gray, Councilmember Dietz

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray reminded everyone that Memorial Day is Monday to honor those that gave their lives for our Country. He also commented on the fatal accident on I-25 last week and the impact on the traffic. We lost a life and people's lives were changed forever.

Councilmember Hollingshead welcomed the Boy Scouts in the audience today. He congratulated all the high school seniors on graduations this week.

Councilmember Bracken also congratulated all the seniors. This is the season where there is a lot of roadwork this time of year and asked everyone to be patient.

Councilmember Davis prays for the families affected by the accident last week. The Highway Patrol had to shut down the road and we should show compassion for the life lost.

Councilmember Brooks reiterated Memorial Day and that this is for those that made the ultimate sacrifice. Townhall will be closed and to enjoy the day with family.

Councilmember Dietz asked people to remember those lost on Memorial Day.

PROC 2026-008 **Proclamation: National Public Works Week May 17-23, 2026** (For Presentation - Approved on May 5, 2026, by a vote 7-0)

Mayor Gray read the Proclamation into the record.

PROC 2026-009 **Proclamation: Ducky Derby Month - June 2026** (For Presentation - Approved on May 5, 2026, by a vote 7-0)

Mayor Gray read the proclamation into the record.

Clark Hammelman, a Rotarian, gave a presentation on the Rotary Club. Over 3,000 people attended the Ducky Derby last year and it is their largest fundraiser. They volunteer, raise funds, and give it all away to numerous organizations totaling over $250,000 from the last two years.

Mayor Gray acknowledged all the work they do.

APPT 2026-005 **Appointments to Town Boards and Commissions**

Moved by Mayor Gray, seconded by Councilmember Davis, to Approve the Appointments as presented and to remove Tim Arvidson from the Election Commission. The motion passed by a vote of:

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

Abstain: 1 - Brooks

UNSCHEDULED PUBLIC APPEARANCES

No public comment.

TOWN MANAGER'S REPORT

David Corliss, Town Manager commented on the fatal accident north of Castle Rock where the State Patrol closed I-25 for about 4 hours. Dave offered his condolences to the family.

Oren Bersagel-Briese, Deputy Chief of Operations, Fire Department, Dan Sailer, Director of Public Works, and Jack Cauley, Police Chief, were present to answer any questions.

The closure resulted in vehicles exiting the highway diverting thousands of vehicles coming into the Town causing traffic issues on Town roads. Our emergency vehicles were still able to respond. The Town has been in contact with the State Patrol and CDOT and will participate in their After Action meeting on this event.

Councilmember Dietz asked them to ensure to address how to handle wild fires. Oren Bersagel-Briese stated the Fire Department has plans in place for each zone in the Town that includes an evacuation plan.

Councilmember Brooks looks forward to seeing the After Action report.

Mayor Pro Tem Cavey acknowledged that Council received a lot of comments with

many concerns if there was a wildfire or if this occurs and we have an emergency and can't get through. Comments also surrounded the amount of growth. She feels we owe the community a response and need to be proactive and keep up with growth.

Councilmember Bracken noted the difference between the highway being shut down and fleeing the Town onto the highway.

Jack Cauley, Police Chief, stated he has had conversations with the State Patrol and that we have a good relationship with them. He is confident the meeting will be productive.

ID 2026-058 **Update: Calendar Reminders**

David Corliss, Town Manager, provided the update.

ID 2026-059 **Update: Town America 250 - Colorado 150 Initiatives/Funding**

ID 2026-060 **Update: Water Quality Maintenance**

Mark Marlowe, Director of Castle Rock Water, provided an update.

Councilmember Brooks inquired about the timeline map. Marlowe stated there are different pressure zones and they have to be conscious of them.

ID 2026-061 **Update: Wireless Communication Facilities**

ID 2026-062 **Update: Monthly Department Reports**

ID 2026-063 **Development Services Project Updates**

ID 2026-064 **Update: Quasi-Judicial Projects**

TOWN ATTORNEY'S REPORT

DIR 2026-013 **Brickyard Metropolitan District No. 1 - Review of Proposed Bond Issuance**

Mike Hyman, Town Attorney, presented the item. Suzanne Mitzer, the attorney for the District, and her underwriter were in attendance to answer any questions.

Mayor Pro Tem Cavey inquired about subordinate bonds.

ACCEPTANCE OF AGENDA

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

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

CONSENT CALENDAR

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

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

ORD 2026-015 **Ordinance Annexing to the Town of Castle Rock, Colorado, 44.94 Acres of Land Owned by the Town and Located in the Northwest Quarter of Section 14, the East Half of Section 15, and the East Half of Section 22, Township 8 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado (Crystal Valley Interchange - East Annexation) (Second Reading - Approved on First Reading on May 5, 2026, by a vote 6-0)**

ORD 2026-016 **Ordinance Approving the Initial Zoning for 44.94 Acres of Land Owned by the Town and Located in the Northwest Quarter of Section 14, the Eastern Half of Section 15 and the East Half of Section 22, Township 8 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado (Crystal Valley Interchange - East Initial Zoning) (Second Reading - Approved on First Reading on May 5, 2026, by a vote 6-0)**

RES 2026-057 **Resolution Approving the 2026 Spot Water Lease Agreement Between the Town of Castle Rock and Climax Molybdenum Company**

RES 2026-058 **Resolution Approving the Water Lease Agreement Between the Town of Castle Rock and Central Colorado Water Conservancy District**

RES 2026-059 **Resolution Approving the License Agreement with the Department of the Army for the Stream Gage Chatfield Lake Project in Douglas County, Colorado**

MIN 2026-015 **Minutes: May 5, 2026, Town Council Meeting**

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

DIR 2026-014 **Discussion/Direction: Ordinance Repealing and Reenacting Chapter 2.01 of the Castle Rock Municipal Code Regarding the Conduct of Town Elections**

Mike Hyman, Town Attorney, presented the item.

Councilmember Bracken inquired about the impact of home rule.

Lisa Anderson, Town Clerk, added the amendment is a reorganization of the code to make it easier to follow for the public and candidates with a changes in a couple deadlines to align with coordinated elections and to comply with legislative changes.

No public comment.

Town Council Consensus to move the item forward to first reading.

ORD 2026-018 **Ordinance Amending Section 13.15.080 of the Castle Rock Municipal Code Prohibiting Common Interest Communities from Enforcing Watering Requirements for Landscaping During Drought Conditions (First Reading)** *[Castle Rock Water Service Area]*

Mark Marlowe, Director of Castle Rock Water, presented Ordinance 2026-018, Resolution 2026-060 and Resolution 2026-061 together to be voted on separately.

Mayor Pro Tem Cavey inquired about the different stages of drought and clarified the calculation is based on the daily supply divided by the daily demand. If it falls below 1, they have a higher demand than supply.

Marlowe did clarify that they will not be shutting off splash pads in Stage 1 Drought.

Councilmember Davis inquired if this impacts golf courses. Marlowe stated they have watering days as well, and they have specific impacts.

Dave Hammelman is a resident and is on the Water Commission. He is also a member of the Board on his metro district. Both the Commission and the Board recommend approval.

Moved by Councilmember Brooks, seconded by Councilmember Hollingshead, to Approve Ordinance ORD 2026-018 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

RES 2026-060 **Resolution of the Town Council of the Town of Castle Rock Declaring an Advisory Drought Stage (Stage 1) within the Castle Rock Water Service Area** *[Town of Castle Rock and extraterritorial service areas]*

Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2026-060 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

RES 2026-061 **Resolution Approving Revisions to the 2024 Castle Rock Water Drought Management Plan**

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Brooks, to Approve Resolution RES 2026-061 as presented. The motion passed by a vote of:

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

DIR 2026-015 **Discussion/Direction: Specific Property Eminent Domain**

Mark Marlowe, Director of Castle Rock Water, presented the item. If they are unable to come to an agreement, they propose a June 16 Council date to determine if a petition for condemnation should proceed.

No public comment.

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

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

Yes: 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

Meeting adjourned at 7:45 pm.

Submitted by Lisa Anderson, Town Clerk

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 13. **File #:** ORD 2026-017

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services
Jon White, Chief Building Official

Ordinance Amending Various Provisions of Title 15, Articles 1 and 2, of the Castle Rock Municipal Code; Adopting by Reference as Primary Codes the 2024 International Building Code, 2024 International Residential Code, 2024 International Mechanical Code, 2024 International Plumbing Code, 2026 National Electric Code, 2021 International Energy Conservation Code, 2023 Colorado Model Electric-Ready and Solar-Ready Code, 2024 International Fuel Gas Code, 2024 International Fire Code, 2024 International Existing Building Code, 2024 International Swimming Pool and Spa Code, 2022 Safety Code for Elevators and Escalators, 2020 Safety Standard for Platform Lifts and Stairway Chairlifts, 2023 Safety Code for Existing Elevators and Escalators, 2021 Automated People Mover Standards and 2017 Accessible and Useable Buildings and Facilities Standards, each with Amendments thereto; and Providing for the Emergency Adoption of this Ordinance on Second and Final Reading (Second Reading - Approved on First Reading on May 5, 2026, by a vote 7-0)

Executive Summary

Staff recommends adoption of the 2024 International Codes, the 2026 National Electrical Code, the 2021 International Energy Conservation Code (with targeted 2024 amendments), and the Colorado Model Electric Ready and Solar Ready Code, along with updates to Title 15. **Staff is recommending Emergency Adoption on second reading, to allow the codes to be effective June 30, 2026 and align with requirements from the State.**

The Town is currently enforcing the 2018 International Codes, placing Castle Rock two code cycles behind current standards. Adoption of updated codes will align the Town with state requirements and neighboring jurisdictions, maintain the Town's ISO rating, and incorporate modern standards for structural safety, fire protection, and energy efficiency.

The proposed ordinance also includes clarifying amendments to Title 15, updates to conveyance regulations, and establishment of a unified Building and Fire Appeals Board. Collectively, these

updates modernize the Town's regulatory framework, enhance public safety, and support responsible growth while balancing cost impacts to the development community.

Budget Impact

Adoption will result in typical one-time administrative and training costs, with minor ongoing impacts. No changes to the Town's budget are proposed.

Recommendation

Staff recommends approval of the ordinance adopting the following codes and amendments, effective June 30, 2026:

- 2024 International Building, Residential, Mechanical, Plumbing, Fuel Gas, Fire, Existing Building, and Swimming Pool Codes
- 2021 International Energy Conservation Code
- 2026 National Electrical Code
- 2017 ICC A117.1 Accessibility Standard
- Applicable ASME and ASCE conveyance standards
- Colorado Model Electric Ready and Solar Ready Codes

Staff also recommends modifying the Board of Building Appeals to include Fire Code appeals, creating a unified Board of Building and Fire Appeals.

Staff is recommending Emergency Adoption on second reading, to allow the codes to be effective June 30, 2026 and align with requirements from the State.

Proposed Motion

Approval

"I move to approve this Ordinance as introduced by Title, with Emergency Adoption, on second reading."

Alternative Motions

Approval with Conditions

"I move to approve this Ordinance as introduced by Title, with the following conditions; (list conditions)"

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

"I move to continue this item to the next meeting on XXXXXXX, 2026 to allow time for additional research regarding _____."

Attachments

Attachment A: Ordinance
Attachment B: Colorado Model Electric Ready and Solar Ready Code

Meeting Date: May 5, 2026

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services
Jon White, Chief Building Official

Title: Ordinance Amending Various Provisions of Title 15, Articles 1 and 2, of the Castle Rock Municipal Code, and Adopting by Reference as Primary Codes the 2024 International Building Code, 2024 International Residential Code, 2024 International Mechanical Code, 2024 International Plumbing Code, 2026 National Electric Code, 2021 International Energy Conservation Code, Colorado Model Electric-Ready and Solar-Ready Code, 2024 International Fuel Gas Code, 2024 International Fire Code, 2024 International Existing Building Code, 2024 International Swimming Pool and Spa Code, 2022 Safety Code for Elevators and Escalators, 2020 Safety Standard for Platform Lifts and Stairway Chairlifts, 2023 Safety Code for Existing Elevators and Escalators, 2021 Automated People Mover Standards and 2017 Accessible and Useable Buildings and Facilities Standards, Each with Amendments Thereto (Emergency Adoption Second Reading - Approved on First Reading on May 5, 2026, by a vote 7-0)

Executive Summary

Staff recommends adoption of the 2024 International Codes, the 2026 National Electrical Code, the 2021 International Energy Conservation Code (with targeted 2024 amendments), and the Colorado Model Electric Ready and Solar Ready Code, along with updates to Title 15. **Staff is recommending Emergency Adoption on second reading, to allow the codes to be effective June 30, 2026 and align with requirements from the State.**

The Town is currently enforcing the 2018 International Codes, placing Castle Rock two code cycles behind current standards. Adoption of updated codes will align the Town with state requirements and neighboring jurisdictions, maintain the Town's ISO rating, and incorporate modern standards for structural safety, fire protection, and energy efficiency.

The proposed ordinance also includes clarifying amendments to Title 15, updates to conveyance regulations, and establishment of a unified Building and Fire Appeals Board. Collectively, these updates modernize the Town's regulatory framework, enhance public safety, and support responsible growth while balancing cost impacts to the development community.

Background and History

National model building codes are updated on a three-year cycle. The Town adopts these updates periodically. Castle Rock last completed a comprehensive code update in 2019, adopting the 2018 editions, which have been in effect since August 1, 2019.

Staff held stakeholder meetings in previous years to review the 2021 and 2024 codes. Feedback received at those meetings emphasized:

- Updating to the 2024 code cycle
- Adopting the 2021 Energy Code
- Aligning with state-adopted electrical and plumbing codes
- Continuing not to require residential fire sprinklers

Discussion

The International Code Council (ICC) develops model codes that reflect advancements in construction practices, safety standards, and technology. Transitioning from the 2018 to the 2024 ICC Codes ensures the Town maintains current, effective standards for safety, sustainability, and resilience. Remaining on the older codes limits the Town's ability to address modern building challenges.

Proposed Code Adoptions

The proposed code updates introduce several significant changes and amendments that reflect advancements in building safety, system performance, sustainability, and construction practices. Collectively, these updates ensure the Town of Castle Rock remains aligned with current national standards and is better equipped to address modern building design, occupant safety, and energy efficiency expectations.

Staff proposes adoption of the following codes with local amendments:

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Fire Code (IFC)
- 2024 International Existing Building Code (IEBC)
- 2024 International Plumbing Code (IPC)
- 2024 International Mechanical Code (IMC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Swimming Pool and Spa Code (ISPSC)
- 2021 International Energy Conservation Code (IECC)
- 2017 ICC A117.1 Accessibility Standard
- 2026 National Electrical Code (NEC)
- Colorado Model Electric Ready and Solar Ready Codes

Key Code Updates

Building and Life Safety Codes

Generally, the proposed updates in the Building and Life Safety Codes incorporate improvements in:

- Structural design and resilience
- Fire and life safety systems
- Accessibility and egress
- Indoor air quality and mechanical systems
- Plumbing efficiency and sanitation
- Electrical safety and EV readiness
- Flexibility for renovations and adaptive reuse

These updates align Castle Rock with current national standards and regional practices.

Following is a short summary of the significant changes for each of the proposed International Code Council (ICC) codes:

- 2024 International Building Code (IBC):
  - Updates to structural design provisions, including snow loads and risk categories.
  - Revisions to occupancy classifications and mixed-use provisions.
  - Improved accessibility and egress requirements for life safety.

- 2024 International Residential Code (IRC):
  - Expanded provisions for townhouse and duplex construction.
  - Updates to energy efficiency coordination with IECC requirements.
  - Enhanced guidance for decks, guards, and structural connections.
  - New provisions addressing emerging building materials and methods.

- 2024 International Plumbing Code (IPC):
  - Water efficiency and conservation updates.
  - Revisions to fixture requirements and sizing criteria.
  - Clarifications for alternative water sources such as graywater systems.
  - Improved health and sanitation standards.

- 2024 International Mechanical Code (IMC):
  - Updates to ventilation requirements to improve indoor air quality.
  - Revised standards for mechanical system efficiency and controls.
  - Enhanced provisions for duct design, sealing, and testing.
  - Coordination with electrification trends and newer HVAC technologies.

- 2024 International Fuel Gas Code (IFGC):
  - Updated safety standards for fuel gas piping and appliances.
  - Revisions to combustion air and venting requirements.
  - Improved installation standards for gas systems.
- 2024 International Existing Building Code (IEBC):
  - Greater flexibility for renovations, alterations, and adaptive reuse projects.
  - Updated compliance pathways to encourage reuse of existing structures.

    - Enhanced safety provisions while maintaining cost-effective rehabilitation options.

- 2026 National Electrical Code (NEC):
    - Expanded requirements for electric vehicle (EV) charging infrastructure.
    - Updates to grounding, bonding, and overcurrent protection.
    - Enhanced electrical safety provisions, including arc-fault and ground-fault protection.
    - Integration of renewable energy systems and energy storage technologies.

Energy Code

The proposed adoption of the 2021 International Energy Conservation Code (IECC) with targeted amendments from the 2024 IECC provides a strategic and balanced approach to advancing energy efficiency within the Town of Castle Rock. This approach allows the Town to utilize a widely adopted and well-understood base code while selectively incorporating newer, high-impact provisions from the 2024 edition. As a result, the Town can enhance building performance standards and align with evolving energy policies without introducing unnecessary complexity or disruption to the development community.

This hybrid adoption supports regulatory stability while positioning the Town to incrementally transition toward more advanced energy requirements in a practical and predictable manner. This approach:

- Uses a widely adopted and familiar base code
- Incorporates meaningful efficiency improvements
- Supports electrification readiness
- Maintains flexibility for compliance
- Reduces long-term operating costs

This strategy balances improved performance with regulatory stability and ease of implementation.

Fire Code

Adopting and amending the 2024 International Fire Code (IFC) represents a necessary modernization effort to ensure local regulations reflect current fire and life safety standards, operational practices, and community needs. The Town's existing IFC local amendments have not been comprehensively updated since 2012, resulting in a gap between current model code provisions, evolving industry best practices, and locally adopted requirements. The proposed fire code update and amendments will:

- Align with current national standards
- Codify existing Fire Division policies
- Improve clarity and enforceability

State Energy and Electrification Requirements

Aligning the Town of Castle Rock's building and energy codes with the State of Colorado requirements established under House Bill 22-1362 is an important step in ensuring regulatory compliance and supporting statewide energy efficiency and electrification goals. HB22-1362 requires local jurisdictions to adopt a minimum energy code standard and encourages the integration of provisions that prepare buildings for electrification and on-site renewable energy.

Adoption of the Colorado Model Electric Ready and Solar Ready Codes ensures compliance with House Bill 22-1362 and supports statewide energy goals. These provisions prepare buildings for future electrification and renewable energy integration.

Other Code Updates

During the review process of the above proposed code updates, staff identified areas of Title 15 that are inconsistent, as well as code sections that were not consistent with new State Law. These changes are not intended to change existing policy, but rather to clarify and provide consistency through the Town's regulations.
Additional amendments improve clarity and consistency without changing policy, including:

- Updating conveyance code language to align with state regulations
- Updating accessibility standards to ANSI A117.1 (2017)
- Establishing a unified Board of Building and Fire Appeals to streamline the appeals process and meet IFC requirements

Neighboring Jurisdictions

Most neighboring jurisdictions have adopted the 2021 codes and are expected to adopt the 2024 codes by mid-2026. Adoption of these updates will place Castle Rock in alignment with surrounding communities and improve consistency for the development industry.

Jurisdiction	Current Building Codes	Current Electrical Code	Current Energy Code	Anticipated Adoption of 2024 I-Codes
Douglas County	2021	2023	2021	Anticipated June of 2026
Parker	2021	2023	2021	Anticipated June of 2026
Castle Pines	2021	2023	2021	Anticipated June of 2026
City of Centennial	2021	2023	2018	Anticipated June of 2026
Lone Tree	2021	2023	2021	Anticipated June of 2026

Castle Rock	2018	2023	2018	Proposed June 2026

Public Outreach and Notification

Staff engaged extensively with stakeholders throughout this process, including builders, designers, utility providers, and regional agencies. Multiple meetings were held between 2025 and 2026 to review proposed updates, gather feedback, and refine amendments.

Budget Impact

Adoption will result in typical one-time administrative and training costs, with minor ongoing impacts. No changes to the Town's budget are proposed.

Financial Impacts to Development Community

The updated codes may increase upfront construction costs due to enhanced energy efficiency and system requirements. However, these costs are expected to be offset by long-term benefits, including:

For Builders:

- Greater regional consistency
- Improved construction standards
- Reduced need for future redesigns

For Homeowners:

- Lower utility costs
- Improved durability and reduced maintenance
- Enhanced safety and resilience
- Increased property value
- Future-ready infrastructure (e.g., EV and electrification readiness)

Overall, most cost impacts are driven by energy code updates rather than core building code changes.

Recommendation

Staff recommends approval of the ordinance adopting the following codes and amendments, effective June 30, 2026:

- 2024 International Building, Residential, Mechanical, Plumbing, Fuel Gas, Fire, Existing Building, and Swimming Pool Codes
- 2021 International Energy Conservation Code
- 2026 National Electrical Code
- 2017 ICC A117.1 Accessibility Standard

- Applicable ASME and ASCE conveyance standards
- Colorado Model Electric Ready and Solar Ready Codes

Staff also recommends modifying the Board of Building Appeals to include Fire Code appeals, creating a unified Board of Building and Fire Appeals.

Staff is recommending Emergency Adoption on second reading, to allow the codes to be effective June 30, 2026 and align with requirements from the State.

Proposed Motion

Approval

"I move to approve this Ordinance as introduced by Title, with Emergency Adoption, on second reading."

Alternative Motions

Approval with Conditions

"I move to approve this Ordinance as introduced by Title, with the following conditions; (list conditions)"

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

"I move to continue this item to the next meeting on XXXXXXX, 2026 to allow time for additional research regarding _____."

Attachments

Attachment A: Ordinance
Attachment B: Colorado Model Electric Ready and Solar Ready Code

ORDINANCE NO. 2026-017

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF TITLE 15, ARTICLES 1 AND 2, OF THE CASTLE ROCK MUNICIPAL CODE; ADOPTING BY REFERENCE AS PRIMARY CODES THE 2024 INTERNATIONAL BUILDING CODE, 2024 INTERNATIONAL RESIDENTIAL CODE, 2024 INTERNATIONAL MECHANICAL CODE, 2024 INTERNATIONAL PLUMBING CODE, 2026 NATIONAL ELECTRIC CODE, 2021 INTERNATIONAL ENERGY CONSERVATION CODE, 2023 COLORADO MODEL ELECTRIC-READY AND SOLAR-READY CODE, 2024 INTERNATIONAL FUEL GAS CODE, 2024 INTERNATIONAL FIRE CODE, 2024 INTERNATIONAL EXISTING BUILDING CODE, 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, 2022 SAFETY CODE FOR ELEVATORS AND ESCALATORS, 2020 SAFETY STANDARD FOR PLATFORM LIFTS AND STAIRWAY CHAIRLIFTS, 2023 SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS, 2021 AUTOMATED PEOPLE MOVER STANDARDS AND 2017 ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES STANDARDS, EACH WITH AMENDMENTS THERETO; AND PROVIDING FOR THE EMERGENCY ADOPTION OF THIS ORDINANCE ON SECOND AND FINAL READING

WHEREAS, as a home rule municipal corporation of the State of Colorado, the Town of Castle Rock (the "Town") is empowered to adopt such ordinances as are necessary to protect the health, safety and welfare of the Town and its residents; and

WHEREAS, the Town has determined the necessity of adopting regulations and standards that govern, in a safe, fair and equitable manner, the construction of buildings and structures in the Town; and

WHEREAS, the codes and standards that are established and periodically updated by nationally recognized professional and technical organizations, together with local amendments, serve as the most practical basis for regulating such construction; and

WHEREAS, the Castle Rock Municipal Code (the "CRMC") imposes a comprehensive regulatory framework that governs the submission, processing, review and consideration of construction documents and permits; and

WHEREAS, as part of this framework, in Title 15 of the CRMC, the Town has adopted by reference multiple codes governing the construction, alteration, repair, removal, demolition, equipment, use, occupancy, location, maintenance, and other matters related to buildings and other erected structures; and

WHEREAS, a number of these codes have been updated in recent years; and

WHEREAS, Town staff has reviewed these updates and recommends that the revised codes be adopted by the Town Council; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to adopt by reference the revised codes; and

WHEREAS, Section 31-15-602(3.5)(a), C.R.S., imposes a July 1, 2026, deadline upon the Town Council's adoption of the 2021 International Energy Conservation Code; and

WHEREAS, to ensure that the 2021 International Energy Conservation Code is adopted in a timely manner, as recommended by Town staff, the Town Council hereby finds that an emergency exists and, as such, it is necessary for the preservation of the immediate public health and safety for this Ordinance to take effect upon its adoption following second and final reading.

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

Section 1. **Amendment**. Chapter 15.01 of the Castle Rock Municipal Code is amended by the addition of a new Section 15.01.040, which section reads as follows:

15.01.040 - Temporary construction fencing and site maintenance.

A. Required. Temporary construction fencing shall be installed and maintained at construction sites where reasonably necessary to protect public health, safety, and welfare, as determined in the sole discretion of the Town.

B. Temporary construction fencing. The following requirements shall apply to all temporary construction fencing, whether required or voluntarily installed:

1. Temporary construction fencing shall be installed prior to the commencement of construction activity and shall be of sufficient height, strength, and durability to secure the site and restrict unauthorized access.

2. Fencing materials may include chain-link panels, wood fencing, or other approved barriers.

3. Temporary construction fencing shall be maintained in a safe, upright, and secure condition at all times during construction. Damaged or displaced fencing shall be repaired or replaced promptly.

4. Temporary construction fencing shall not obstruct public rights-of-way, utilities, drainage facilities, or required sight distance unless otherwise approved. Access points shall be limited and secured when the site is not actively in use.

C. Site maintenance. The following maintenance requirements shall apply to all construction sites:

1. Construction sites shall be maintained in a clean and orderly condition at all times.

2. Trash, debris, scrap materials, and waste shall be regularly removed and shall not be allowed to accumulate on-site or migrate off-site.

3. Materials and equipment shall be stored in an organized manner so as not to create hazards or nuisances to adjacent properties or the public.

4. The storage of materials, equipment, or trash dumpsters within public rights-of-way, including roadways, shall not be permitted unless otherwise approved by the Town.

5. Measures shall be implemented and maintained in accordance with the Town's Temporary Erosion and Sediment Control Manual, as adopted by CRMC Section 15.34.010, to prevent dust, mud, sediment, and debris from being tracked or discharged onto public rights-of-way or adjacent properties.

6. The Town may require additional site maintenance measures as necessary to address specific site conditions.

D. Removal.

1. Temporary construction fencing and associated materials shall be removed upon completion of construction or demolition activities. In no case shall such fencing remain in place longer than thirty (30) days following the completion of construction or demolition, unless otherwise approved by the Town.

2. If construction or demolition activity ceases prior to completion, the site shall be secured in a safe condition, and any temporary construction fencing shall be removed within thirty (30) days of such cessation, unless otherwise approved by the Town.

Section 2. **Amendment**. Subsections 15.03.010.A and H of the Castle Rock Municipal Code are amended to read as follows:

15.03.010 - General requirement.

A. Registration required. As of January 2, 2003, no contractor shall perform any work or services in the construction, erection, addition, alteration, repair, equipping, moving, removal, conversion or demolition of any building or structure governed by this Title in the Town unless such contractor shall have first applied for, paid the required fee and registered with the Town with the exception of:

1. Public utility companies and water and sanitation districts when engaged in the installation, operation and maintenance of equipment that will be used for the production, generation or distribution of the utility, product or service from their

source through the facilities owned or operated by such utility company to the point ~~of~~ AT WHICH SERVICE IS PROVIDED TO the customer ~~service~~.

2. Any person or subcontractor performing work governed by this Title for wages under the direction of or for another entity appropriately registered.

3. Any homeowner performing work or supervising work performed in OR ON ~~his or her~~ SUCH HOMEOWNER'S own home.

Contractors shall maintain a current and valid registration while performing any work governed by this Title.

H. Insurance. Prior to a registration being issued, the contractor shall file with the Chief Building Official certificates of general liability insurance and workers' compensation insurance (UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION UNDER WORKERS' COMPENSATION LAWS). The insurance certificates must be signed by an agent of an insurance company stating that the policy or policies required by this Section have been issued to the registrant. The policy or policies shall state the name of the company, the effective date of such policies and the expiration date of such policies. Each policy of insurance shall contain an endorsement to the effect that the insurance carrier shall notify the ~~Town~~ Building ~~Department~~ DIVISION 10 days in advance of the effective date of a reduction or cancellation of the policy. The cancellation or reduction of insurance below the required amount of coverage shall be cause for automatic suspension of the contractor registration until coverage is reinstated. All policies shall be kept in effect for the period of the registration. General liability insurance shall be required in the following MINIMUM coverage amounts:

CONTRACTOR CLASS	COVERAGE AMOUNT
Class A	$1,000,000
Class B	$1,000,000
Class C	$1,000,000
Class D	$600,000
Class E (Electrical) Contractor	$600,000
Class P (Plumbing) Contractor	$600,000
Class M (Mechanical) Contractor	$600,000
Class S	$600,000

Section 3. **Amendment**. Subsections 15.03.020.B, D, and K of the Castle Rock Municipal Code are amended to read as follows:

15.03.020 - Responsibilities.

All contractors shall be responsible for any work requiring a permit under the provisions of this Title, without limitation to the items as herein listed:

B. To present the required ~~Castle Rock~~ TOWN registration card when required by the CHIEF Building Official or the CHIEF Building Official's authorized representative.

D. To construct without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the ~~b~~ Building ~~inspection d~~ Division and a permit issued for the same, unless changes are approved by the ~~b~~ Building ~~inspection d~~ Division.

K. To inform the ~~b~~ Building ~~inspection d~~ Division promptly of any change in the registrant's address or telephone number.

Section 4. **Amendment**. Subsections 15.03.030.A and B of the Castle Rock Municipal Code are amended to read as follows:

15.03.030 - Validity.

A. Change in ownership. A change in name or ownership of a registered entity shall have the legal effect of terminating the registration. Therefore, all such changes shall be reported by the contractor to the ~~b~~ Building ~~inspection d~~ Division, a new registration obtained and a new registration paid prior to any new construction work or before continuing any construction work.

B. Incorporation. Incorporation or dissolution of a corporation and creation of a new legal entity that requires a registration, even though one or more stockholders or directors have a registration, shall terminate the registration. All such changes shall be reported to the ~~b~~ Building ~~inspection d~~ Division, a new registration obtained and a new registration fee paid prior to any new construction work or before continuing any construction work.

Section 5. **Amendment**. Section 15.03.040 of the Castle Rock Municipal Code is amended to read as follows:

15.03.040 - Classification.

There shall be various classes of contractors' registration, and the holder of each registration shall be authorized to do the following:

A. Class A - GENERAL CONTRACTOR (UNLIMITED). This registration shall be required to construct, erect, alter, repair, or demolish any BUILDING OR STRUCTURE, without limitation as to structural type or occupancy group. THE SCOPE OF THIS REGISTRATION INCLUDES:

1. ALL RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL STRUCTURES;

2. ALL STRUCTURAL AND NON-STRUCTURAL WORK; AND

3. NO LIMITATION ON SIZE, HEIGHT, OR COMPLEXITY.

B. Class B - GENERAL CONTRACTOR (LIMITED). This registration shall be required to construct, alter, repair, or demolish ~~single-family dwellings, two-family dwellings, townhouses, condominiums and apartment buildings not exceeding three stories in height, not having more than seven dwelling units and not involving reinforced concrete above grade. The contractor may complete nonstructural interior finish or remodel of any type of building~~ SPECIFIED RESIDENTIAL STRUCTURES AND PERFORM NON-STRUCTURAL WORK IN OTHER BUILDING TYPES. THE SCOPE OF THIS REGISTRATION INCLUDES:

1. SINGLE-FAMILY AND TWO-FAMILY DWELLINGS;

2. TOWNHOUSES, CONDOMINIUMS, AND APARTMENT BUILDINGS;

3. STRUCTURES NOT EXCEEDING:

   I. THREE (3) STORIES IN HEIGHT; AND

   II. SEVEN (7) DWELLING UNITS;

4. BUILDINGS NOT INVOLVING REINFORCED CONCRETE ABOVE GRADE; AND

5. NONSTRUCTURAL INTERIOR FINISH OR REMODEL WORK IN ANY BUILDING TYPE.

THE SCOPE OF THIS REGISTRATION IS RESTRICTED BY BUILDING SIZE, HEIGHT, UNIT COUNT, AND CONSTRUCTION TYPE.

C. Class C - RESIDENTIAL CONTRACTOR (LIMITED). This registration shall be required to ~~construct, alter or repair basements, remodels, decks and other nonstructural work in single-family dwellings, two-family dwellings, townhouses and condominiums~~ PERFORM WORK ON SMALLER-SCALE STRUCTURES, LIMITED TO RESIDENTIAL AND ACCESSORY BUILDINGS. THE SCOPE OF THIS REGISTRATION INCLUDES:

1. SINGLE-FAMILY HOMES AND TWO-FAMILY HOMES (GROUP R-3);

2. ACCESSORY STRUCTURES, INCLUDING GARAGES, SHEDS, DECKS, AND PATIO COVERS; AND

3. RESIDENTIAL ADDITIONS, REMODELS, AND REPAIRS.

D. Class D - SPECIALTY CONTRACTOR (SINGLE TRADE). This registration shall be required of those engaged in contracting for labor or for labor and material involving only one trade, such as, but not limited to: masonry, framing, irrigation systems, burglar alarms,

moving of buildings, demolition, excavating, swimming pools, spas, roofing, and retaining walls, but shall not authorize any electrical, plumbing or mechanical work. Contractors doing minor installation of prefabricated or manufactured units, such as cabinets, countertops, storm windows, gutters and downspouts or carpet, shall not be required to register.

E. Class E – ELECTRICAL CONTRACTOR. This registration shall be required to contract for and perform all work involving the installation of wiring apparatus and equipment for electrical light, heat and power. To be qualified as an electrical contractor, the person, firm, partnership, corporation, association or other organization must hold a valid electrical contractor's license issued by the State according to Title 12, Article 23, C.R.S. It shall be the responsibility of the applicant to provide evidence of the state license to the Town.

F. Class P – PLUMBING CONTRACTOR. This registration shall be required to contract for and perform all work involving sanitary plumbing, potable water piping, the installation of plumbing appliances and apparatus and related plumbing work. To be qualified as a plumbing contractor, the person, firm, partnership, corporation, association or other organization must either be or employ full time a master plumber licensed by the State according to Title 12, Article 58, C.R.S. It shall be the responsibility of the applicant to provide evidence of the state license to the Town.

G. Class M – MECHANICAL CONTRACTOR. This registration shall be required to erect, install or construct all mechanical systems, including hot water heating systems, air conditioning systems, refrigeration and sheet metal work. This registration shall entitle the holder to replace existing domestic water heaters and all connections thereto. Any connections to the potable water system must be performed by a Town-registered plumbing contractor. Line voltage electrical work must be done by a Town-registered electrical contractor.

H. Class S – SPECIALTY CONTRACTOR. This registration shall be required to perform any work requiring a state license such as but not limited to: elevators, ~~fire suppression,~~ and mobile home/manufactured homes installers.

Provisional Exception: The Chief Building Official may administratively waive the requirement for testing for commercial tenant finishes for commercial projects which are permitted from master plans used nationally, provided that a notarized affidavit of experience is submitted.

Section 6. **Amendment**. Subsections 15.03.060.B and C of the Castle Rock Municipal Code are amended to read as follows:

15.03.060 - Qualified supervisors.

B. Termination of supervisor. Whenever a designated supervisor terminates his or her association with a registrant or otherwise becomes inactive, the registrant shall immediately notify the ~~b~~ Building ~~inspection d~~ Division. In such event, the registration shall be deemed to be suspended and there shall be a 30-day grace period from the date of

termination of the supervisor in order to acquire a proper supervisor before complete termination of the registration. Should the supervisor be replaced, such fact shall be made known to the ~~b~~ Building ~~inspection d~~ Division. If the proposed replacement is found to meet the required qualifications, the registration shall again be deemed in full force and effect without imposition of an additional registration fee for the registration period.

C. Qualifications of supervisor. Each individual who is to act as a supervisor shall be reviewed in accordance with the provisions of the ~~b~~ Building ~~inspection d~~ Division for the work proposed to be done. Each individual who is to act as a supervisor shall be designated as such in each application for a registration.

Section 7. **Amendment**. Subsections 15.03.070.B.1 and 5 of the Castle Rock Municipal Code are amended to read as follows:

15.03.070 - Denial, suspension, revocation or restriction of registration

B. Procedure. When any of the acts or omissions as herein enumerated are committed and the Chief Building Official deems that such registration shall be denied, suspended, revoked or restricted for reasons set forth in Subsection A above, the procedures shall be as follows:

1. The applicant or registrant shall be notified in writing, by certified mail, addressed to the applicant's or registrant's address of record with the ~~b~~ Building ~~inspection d~~ Division, at least seven calendar days prior to the denial, suspension, revocation or restriction, along with the reason under Subsection A for the action.

5. If the decision rendered by the Chief Building Official is adverse, the applicant or registrant may appeal to the ~~advisory b~~Board OF BUILDING APPEALS as an aggrieved person. The ~~b~~Board's review shall be limited to determining whether the Chief Building Official had sufficient evidence to determine the violation under Subsection A of this Section. The appeal shall follow the procedures set forth in the ~~advisory~~ bBoard's bylaws. Any decision rendered by the Chief Building Official shall take effect upon expiration of the applicant's or registrant's time within which to appeal the decision, or upon a final determination by the ~~advisory b~~Board.

Section 8. **Amendment**. Section 15.03.080 of the Castle Rock Municipal Code is repealed in its entirety.

Section 9. **Amendment**. Section 15.04.010 of the Castle Rock Municipal Code is amended to read as follows:

15.04.010 - Adoption.

A. The Town adopts by reference the following code: International Building Code, ~~2018~~ 2024 Edition (EXCLUDING ANY appendices THERETO ~~to the International Building Code are only adopted to the extent specified by the user and with Chief Building Official approval~~), for regulating and governing conditions and maintenance of all property,

buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure the structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ 200 MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic copy~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 10. **Amendment**. Section 15.04.020 of the Castle Rock Municipal Code is amended to read as follows:

15.04.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

Section 11. **Amendment**. Section 15.04.030 of the Castle Rock Municipal Code is amended to read as follows:

15.04.030 - Amendments.

The following amendments, additions and deletions are made to the International Building Code:

A. Section 101.1, Title, is amended to read as follows:

These regulations shall be known as the Building Code of the Town of Castle Rock, ~~and shall be cited as such and will be~~ HEREINAFTER referred to ~~herein~~ as "this code."

B. SECTION 101.4.3, PLUMBING, IS AMENDED TO READ AS FOLLOWS:

THE PROVISIONS OF THE INTERNATIONAL PLUMBING CODE SHALL APPLY TO THE INSTALLATION, ALTERATION, REPAIR AND REPLACEMENT OF PLUMBING SYSTEMS, INCLUDING EQUIPMENT, APPLIANCES, FIXTURES, FITTINGS AND APPURTENANCES, AND WHERE CONNECTED TO A WATER OR SEWAGE SYSTEM AND ALL ASPECTS OF A MEDICAL GAS SYSTEM.

C. SECTION 101.4.4, PROPERTY MAINTENANCE, IS DELETED IN ITS ENTIRETY.

D. Section 102.6, Existing Structures, is amended to read as follows:
The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Uniform Code for the Abatement of Dangerous Buildings, the International Existing Building Code, or the International Fire Code, or as is deemed necessary by the Chief Building Official for the general safety and welfare of the occupants and the public.

E. Section 103.1, Creation of Enforcement Agency, is amended TO READ AS FOLLOWS:

THE TOWN OF CASTLE ROCK BUILDING DIVISION IS HEREBY CREATED AND THE OFFICIAL IN CHARGE THEREOF SHALL BE KNOWN AS THE BUILDING OFFICIAL. THE FUNCTION OF THE AGENCY SHALL BE THE IMPLEMENTATION, ADMINISTRATION AND ENFORCEMENT OF THE PROVISIONS OF THIS CODE.

F. SUBSECTION 2 OF SECTION 105.2, WORK EXEMPT FROM PERMIT, IS AMENDED TO READ AS FOLLOWS:

2. FENCES NOT OVER 6 FEET (1829 MM) HIGH. SWIMMING POOL BARRIERS OF ANY HEIGHT ARE NOT EXEMPT FROM PERMIT REQUIREMENTS.

G. SECTION 105.2, WORK EXEMPT FROM PERMIT, IS AMENDED BY THE ADDITION OF A NEW SUBSECTION 14, WHICH SUBSECTION READS AS FOLLOWS:

14. SHINGLE REPAIR OR REPLACEMENT WORK NOT EXCEEDING ONE SQUARE (100 SQUARE FEET IN AREA) OF COVERING PER BUILDING.

~~C. The following definitions are hereby added to Section 202, Definitions:~~

~~ARCHITECT is a person licensed under the provisions of Title 12, Article 4, C.R.S.~~

~~BUILDING SITE is all that area, or those areas, encompassed by horizontal radii of 150 feet measured outwardly from exterior structural walls, water wells, of the limits of artificial grading, on-site sewage disposal systems or slope retaining devices, except where limited by the parcel.~~

~~CIVIL ENGINEER is a person licensed under the provisions of Title 12, Article 25, Part I, C.R.S., and who is experienced and knowledgeable in the practice of civil engineering.~~

~~CIVIL ENGINEERING is the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind.~~

~~C.R.S. is the Colorado Revised Statutes.~~

~~ENGINEERING GEOLOGIST is a professional geologist as defined in Section 34-1-201, C.R.S., and who is experienced and knowledgeable in the practice of engineering geology.~~

~~ENGINEERING GEOLOGY is the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works for the purpose of assuring that geological features and processes affecting the planning, location, design, construction, operation and maintenance of civil works are recognized and adequately interpreted.~~

~~LAND SURVEYOR is a person licensed under the provisions of Title 12, Article 25, Part 2, C.R.S.~~

~~SOIL ENGINEER is a person licensed under the provisions of Title 12, Article 25, Part 2, C.R.S., and who is experienced and knowledgeable in the practice of soil engineering.~~

~~SOIL ENGINEERING is the application of the principles of soil mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection and testing of the construction thereof.~~

~~D. A new Section 312 is added to read in its entirety as follows:~~

~~SECTION 312 - UTILITY AND MISCELLANEOUS GROUP U:~~

~~312.1 General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to the follows:~~

~~a. Agricultural buildings~~

~~b. Aircraft hangars, accessory to a one- or two-family residence (see Section 412.4)~~

~~c. Barns~~

~~d. Carports~~

~~e. Communication equipment structures~~

~~f. Fences more than 6 feet (1829 mm) in height~~

~~g. Grain silos, accessory to residential occupancy~~

~~h. Livestock shelters~~

~~i. Private garages~~

~~j. Retaining walls~~

~~k. Sheds~~

~~l. Stables~~

~~m. Tanks~~

~~n. Towers~~

~~E. A new Section 723 is added to read in its entirety as follows:~~

~~SECTION 723 - DETERMINING FACTORS OF FIRE-RESISTIVE MATERIALS AND CONSTRUCTION~~

~~723.1 General. Unless other requirements such as site plan review or other more restrictive conditions apply, this section shall be applicable to all new buildings, additions and repairs. (See Section 102.6.)~~

~~723.1.2 Centerlines of streets. For the purposes of this Chapter, the centerline of an adjoining street or alley may be considered an adjacent property line. Distance shall be measured at right angles to the street or alley.~~

~~723.1.3 Roof coverings. Except where Section 1505 and Table 1505.1 of the International Building Code require greater protection, roof coverings for new buildings or structures or additions thereto or roof coverings utilized for re-roofing shall be Class A, Class B or Class C in accordance with Section 1505.~~

~~Fire-retardant shakes and shingles as determined by Section 1505.6 may be used if installed per Section 1505.7 special purpose roofs in the International Building Code.~~

H. SECTION 915.2.1, DWELLING UNITS, IS AMENDED TO READ AS FOLLOWS:

CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN DWELLING UNITS WITHIN 15 FEET OF EACH SEPARATE SLEEPING AREA.

~~N~~ I. Section 1507.1.2, ICE BARRIERS, ~~IS AMENDED TO READ AS FOLLOWS~~:

~~1507.1.2 Ice barriers.~~ An ice barrier shall be installed on eaves and valleys for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles and wood shakes. The ice barrier shall consist of not less than two layers of underlayment cemented together, or a self-adhering polymer modified bitumen sheet shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 24-inches (610 mm) inside the exterior wall line of the building.

EXCEPTION: DETACHED ACCESSORY STRUCTURES THAT DO NOT CONTAIN CONDITIONED FLOOR AREA.

~~F. A new Section 1512 is added to read in its entirety as follows:~~

~~SECTION 1512 - ROOFS, ASSEMBLIES AND ROOFTOP STRUCTURES~~

~~1512.1 Roof drains. Unless roofs are sloped to drain over roof edges, roof drains shall be installed at each low point of the roof.~~

~~Exception. R-3 dwellings on bump-out protrusions of 30 square feet or less.~~

~~1511.2 Overflow drains and scuppers. Where roof drains are required, overflow drains having the same size as the roof drains shall be installed with the inlet flow line located two inches above the low point of the roof, or overflow scuppers having three times the size of the roof drains and having a minimum opening height of four inches may be installed in the adjacent parapet walls with the inlet flow line located two inches above the low point of the roof.~~

~~Overflow drains shall discharge to an approved location a minimum of five feet from the foundation and shall not be connected to roof drain lines.~~

~~G~~ J. Section 1608.1, SNOW LOADS – GENERAL, is amended to read as follows:

~~SECTION 1608 - SNOW LOADS~~

~~1608.1 General.~~ Design snow loads shall be determined in accordance with Section 7 of ASCE 7, but the design roof load shall not be less than that determined by Section 1607. The snow load within the Town ~~of Castle Rock~~ shall be a minimum of 30 POUNDS PER SQUARE FOOT IN ALL ELEVATIONS BELOW 6,000 FEET, 35 pounds per square foot in elevations of 6,000 to 6,499 FEET, AND 40 pounds per square foot in elevations of 6,500 to 7,000 FEET. SNOW LOADS ~~and~~ shall not be reducible. Ground Snow Load = Snow Loads.

EXCEPTION: TEMPORARY STRUCTURES COMPLYING WITH SECTION 3103.6.1.1.

~~H~~ K. ~~Subsection 1803.5.4~~ SECTION 1803, GEOTECHNICAL INVESTIGATIONS, is amended ~~to include the following~~ BY THE ADDITION OF A NEW SECTION 1803.5.4.1, WHICH SECTION READS AS FOLLOWS:

Design water table. The design water table shall be the measurement or prediction of the highest potential elevation of the water table at the building site where such measurement or prediction is based upon a report by a soils engineer or other qualified professional and where the accuracy of such measurement or prediction considers the average annual rainfall or other sources or factors which may influence fluctuations in the water table for the area in which the subject building site is located. In cases where the water table may be artificially lowered, the design water table must be determined subsequent to the completion of the sub drain system. Provisions must be made for maintenance of the sub drain system, funds for maintenance~~s~~ and individual or group responsibility for ongoing maintenance.

~~I. A new Section 1805.5 is added to read as follows:~~

~~SECTION 1805 - FOOTINGS AND FOUNDATIONS~~

~~1805.8.5 Slabs below grade. Building permits for structures with slabs below grade shall not be issued unless the finished slab elevation is 6 inches or more above the design water table.~~

~~1. Peripheral sub drain required. Structures with slabs below grade shall be provided with a peripheral sub drain which slopes to a sump or sumps, daylight or other approved point. In each case, the ultimate discharge points for peripheral sub drains shall be approved during building permit application review.~~

~~2. Crawl spaces. Crawl spaces shall be permitted only where the design water table is a minimum of 36 inches below the interior finished crawl space grade.~~

~~3. Alternative designs. Alternate designs and construction practices may be permitted where it is demonstrated to the reasonable satisfaction of the Chief Building Official that they are in compliance with the intent of the criteria listed above.~~

~~J. Section 3109 is deleted in its entirety.~~

~~K~~ L. ~~Add footnote H to~~ Table 2902.1, Minimum Number of Required Plumbing Fixtures, IS AMENDED BY THE ADDITION OF A NEW FOOTNOTE G, ~~to~~ WHICH FOOTNOTE readS as follows:

~~H~~ G. Modifications to Drinking Fountains and Service Sinks may be made by the ~~Chief~~ Building Official pursuant to Section ~~104.10, International Building Code~~ 104.2.4.

~~L. Chapter 34 is deleted in its entirety.~~

~~M. A new Section 1102 is added to read as follows:~~

~~SECTION 1102 - COMPLIANCE~~

~~1102.1 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code and 2017 ICC A117.1~~

~~Any reference to the ICCA117.1 shall be to the 2017 edition.~~

Section 12. **Amendment**. Section 15.04.040 of the Castle Rock Municipal Code is amended to read as follows:

15.04.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY IN AN AMOUNT equal to the ~~original~~ REQUIRED permit fee, ~~and is~~ WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 13. **Amendment**. Section 15.06.010 of the Castle Rock Municipal Code is amended to read as follows:

15.06.010 - Adoption.

A. The Town adopts by reference the following code International Residential Code for One- and Two-Family Dwellings, ~~2018~~ 2024 Edition, including Appendices A, B, C, G, H, J and M, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress, as hereafter set out (published by the

International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ 200 MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic copy~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 14. **Amendment**. Section 15.06.020 of the Castle Rock Municipal Code is amended to read as follows:

15.06.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures to be constructed within a platted subdivision (as defined in Title 16 of the Castle Rock Municipal Code), should comply with the provisions in these adopted codes by January 1, 2020.~~ One copy of an engineer-stamped truss design, one engineer-stamped plan set along with one electronic CD of each is required for all Master Production Plans. Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

Section 15. **Amendment**. Section 15.06.030 of the Castle Rock Municipal Code is amended to read as follows:

15.06.030 - Amendments.

The following amendments, additions and deletions are made to the International Residential Code:

A. Section R101.1, Title, is amended to read as follows:

~~R101.1 Title.~~ These provisions shall be known as the Residential Code for one- and two-family dwellings of the Town of Castle Rock and shall be cited as such and will be referred to herein as "this ~~residential~~ code."

B. SUBSECTION 1 OF Section R105.2, ~~Item 2,~~ WORK EXEMPT FROM PERMIT, is amended to read as follows:

ONE-STORY DETACHED ACCESSORY, NON-HABITABLE STRUCTURES, USED AS TOOL SHEDS, PLAYHOUSES OR SIMILAR USES, PROVIDED THE FLOOR AREA DOES NOT EXCEED 120 SQUARE FEET AND THE STRUCTURE IS GREATER THAN OR EQUAL TO 10 FEET FROM THE NEAREST ADJACENT OCCUPIABLE STRUCTURE.

C. SUBSECTION 1 OF SECTION R105.2, WORK EXEMPT FROM PERMIT, IS AMENDED TO READ AS FOLLOWS:

Fences not over 6-feet (1829 mm) high. SWIMMING POOL BARRIERS OF ANY HEIGHT ARE NOT EXEMPT FROM PERMITS.

D. SECTION R105.2, WORK EXEMPT FROM PERMIT, IS AMENDED BY THE ADDITION OF A NEW SUBSECTION 11, WHICH SUBSECTION READS AS FOLLOWS:

SHINGLE REPAIR OR REPLACEMENT, WORK NOT EXCEEDING ONE SQUARE (100 SQUARE FEET IN AREA) OF COVERING PER BUILDING.

~~C. Section R202 Definitions is amended to add the following definitions:~~

~~DECORATIVE COATINGS. A single coat of plaster, cementious or other approved material applied to a concrete or masonry surface for aesthetic purposes only.~~

~~FLOOR AREA, GROSS. The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. This area could also include other exterior space intended to be used as part of the space to be occupied. The gross floor area shall not include shafts with no openings or interior courts.~~

~~D~~ E. Section R109~~.1~~, ~~Foundation~~ InspectionS, is amended ~~to add~~ BY THE ADDITION OF a new Section R109.1.1.1, WHICH SECTION ~~to~~ readS as follows:

~~R109.1.1.1.~~ Foundation compliance. Inspections shall be performed by a professional engineer licensed in the State of Colorado or architect registered in the state of Colorado. A stamped written report shall be provided to the building official of the results for the

inspection by a Colorado licensed professional engineer or architect registered in the state of Colorado.

~~E.~~ F. ~~Section~~ TABLE R301.2, Climatic and Geographic Design Criteria, ~~. Table R301.2 (1)~~ is amended to read as follows:

TABLE R301.2~~(1)~~
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load[o]*	Wind ~~Speed (mph)~~ DESIGN				Seismic Design Category[f]	Subject to Damage From			Winter Design Temp[e]	Ice Barrier Under-layment Required[h]	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp[j]
	Speed[d](mph)	Topographic effects[k]	Special wind region[l]	Windborne debris zone [m]		Weathering[a]	Frost Line Depth[b]	Termite[c]					
<6000' 30 PSF 6000'- 6499' 35 psf 6500'-6999' 40 psf	115 mph V*ult* (Exposure is site specific)	No	No	No	B	Severe	36"	Slight to moderate	1°F	Yes	a.05/26/1988 b.03/16/2016 c.**	867	48.1°F

MANUAL J DESIGN CRITERIA[n]

Elevation	~~Latitude~~ ALTITUDE CORRECTION FACTOR	~~Winter heating~~ COINCIDENT WET BULB	~~Summer cooling~~ INDOOR WINTER DESIGN RELATIVE HUMIDITY	~~Altitude correction factor~~ INDOOR WINTER DESIGN DRY- BULB TEMPERATURE	~~Indoor design temperature~~ OUTDOOR WINTER DESIGN DRY- BULB TEMPERATURE	~~Design temperature cooling~~ HEATING TEMPERATURE DIFFERENCE	~~Heating temperature difference~~
6000-7000 feet	~~39°N~~ .80	~~-3°~~ 60°	~~90°~~ 30%	~~.80~~ 70°	~~70°~~ 4°	~~75°~~ 66°	~~69°~~
~~Cooling temperature difference~~ LATITUDE	~~Wind velocity heating~~ DAILY RANGE	~~Wind velocity cooling~~ SUMMER DESIGN GAINS	~~Coincident wet bulb~~ INDOOR SUMMER DESIGN RELATIVE HUMIDITY	~~Daily range~~ INDOOR SUMMER DESIGN DRY-BULB TEMPERATURE	~~Winter humidity~~ OUTDOOR SUMMER DESIGN DRY-BULB TEMPERATURE	~~Summer humidity~~ COOLING TEMPERATURE DIFFERENCE	
~~15°~~ 39°N	~~15 mph~~ HIGH (H)		~~60°~~ 50%	~~High (H)~~ 75°	~~40%~~ 90°	~~50%~~ 15°	

* ground snow load = roof snow load, reductions for snow loads are not allowed

** FIRMs: 08035C0166G, 08035C0167G, 08035C0168G, 08035C0169G, 08035C0186G, 08035C0187G, 08035C0188G, 08035C0189G, 08035C0191G, 08035C0192G, 08035C0193G, 08035C0282G, 08035C0284G, 08035C0301G, 08035C0302G, 08035C0303G, 08035C0304G, 08035C0306G Dated: 03/16/2016
08035C0283F, 08035C0292F, 08035C0310F Dated: 09/30/2005

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. ~~The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4).~~ The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.

b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. ~~The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.~~

c. ~~The jurisdiction shall fill in this part of the table to indicate t~~ The need for protection ~~depending~~ DEPENDS on whether there has been a history of local subterranean termite damage.

d. ~~The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(5)A].~~ Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The outdoor design dry-bulb temperature shall be selected from the columns of 971/ -percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official. [Also see Figure R301.2(1).]

f. ~~The jurisdiction shall fill in this part of the table with t~~ The seismic design category IS determined from Section R301.2.2.1.

g. ~~The jurisdiction shall fill in this part of the table with~~ (a) ~~t~~ The date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) ~~t~~ The date(s) of the Flood Insurance Study and (c) ~~t~~ The panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, ~~where~~ WHETHER there has been a history of local damage from the effects of ice damming. ~~, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."~~

i. ~~The jurisdiction shall fill in this part of the table with t~~ The 100-year return period air freezing index (BF-days) from Figure R403.3(2) or ~~from~~ the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

j. ~~The jurisdiction shall fill in this part of the table with t~~ The mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

k. In accordance with Section R301.2.1.5, ~~where~~ WHETHER there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects~~, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table~~.

l. In accordance with Figure R301.2(5)A, ~~where~~ WHETHER there is local historical data documenting unusual wind conditions~~, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table~~.

m. In accordance with Section R301.2.1.2 ~~the jurisdiction shall indicate the~~ WHETHER THERE EXISTS A wind-borne debris wind zone(s). ~~Otherwise, the jurisdiction shall indicate "NO" in this part of the table.~~

n. ~~The jurisdiction shall fill in these sections of the table to establish t~~ The design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the ~~jurisdiction~~ TOWN.

o. ~~The jurisdiction shall fill in this section of the table using t~~ The Ground Snow Loads in Figure R301.2(6).

F. Section R303 LIGHT, VENTILATION, HEATING is amended to read as follows:

R303.1 Habitable rooms, is amended to add a new Exception 4 to read as follows:

4. The natural light requirement in basements of dwelling units or congregate residences may be reduced by 50%, except that sleeping rooms must meet the requirements of Section R310.1.

G. Section R313 R309.2 is deleted in its entirety.

I H. Section R315.2.2, Exception 2, is deleted in its entirety TO SECTION R311.2.2, ALTERATIONS, REPAIRS AND ADDITIONS, IS AMENDED TO READ AS FOLLOWS:

2. INSTALLATION, ALTERATION OR REPAIRS OF PLUMBING SYSTEMS THAT ARE NOT FUEL FIRED.

H I. Section R315.3, amend R311.3, Location, IS AMENDED to read as follows:

Carbon monoxide alarms in dwelling units shall be installed outside of each separate sleeping area within fifteen feet of the entrance to each bedroom. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom.

J. Section 507 Exterior Decks - Table R507.7, is amended to read as follows:

TABLE R507.7
MAXIMUM JOIST SPACING FOR DECKING

DECKING MATERIAL TYPE AND NOMINAL SIZE	MAXIMUM ON-CENTER JOIST SPACING	
	Decking perpendicular to joist	Decking diagonal to joist[a]
1¼ inch thick wood	16 inches	12 inches
2 inch thick wood	24 inches	16 inches
Plastic composite	12 inches	12 inches

For SI: 1 inch - 25.4 mm, 1 foot - 304.8 mm, 1 degree - 0.01745 rad.

a. Maximum angle of 45 degrees from perpendicular for wood deck boards.

K J. Section R905.1.2, ICE BARRIERS, is amended to read as follows:

R905.1.2 Ice barriers. As designed in Table R301.2(1), an ice barrier shall be installed on eaves and valleys for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles, and wood shakes. The ice barrier shall consist of not less than two layers of underlayment cemented together, or a self-adhering polymer modified bitumen sheet shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 24 inches (610 mm) inside the exterior wall line of the building. On roofs with slope equal to or greater than eight units vertical in 12 units horizontal (67-percent slope), the ice barrier shall also be applied not

less than 36 inches (914 mm) measured along the roof slope from the eave edge of the building.

Exception: Detached accessory structures that do not contain conditioned floor area.

~~L. Section R905, Requirements for Roof Coverings, is amended by adding a new Section R905.7.5.1 Wood shingle application, to read as follows:~~

~~R905.7.5.1 Wood shingle application. All Class C and wood shingles shall be installed per Section 1505.7, Special purpose roofs, in the International Building Code.~~

K. SECTION R908.4, ROOF RECOVER, IS DELETED IN ITS ENTIRETY.

~~M. Section G2408.5 (305.8) Clearances to combustible construction is amended by the addition of a new Section G2408.5.1, to read as follows:~~

~~G2408.5.1 Open-flame devices. Outdoor open-flame cooking devices and fixed-in-place appliances will not be allowed on any combustible surface or within 10-feet (3048 mm) of combustible construction.~~

~~Exception: Where buildings, balconies and decks are protected by an automatic sprinkler system.~~

~~N. Section G2413.3 is amended by the addition of Table G2413.2 to read as follows:~~

~~**TABLE G2413.2 (402.2)**~~
~~**APPROXIMATE GAS INPUT FOR TYPICAL APPLIANCES**~~

~~**APPLIANCE**~~	~~**INPUT/BTU/H (Approx.)**~~
~~**Space Heating Units**~~	
~~Hydronic boiler~~	
~~— Single family~~	~~100,000~~
~~— Multi-family, per unit~~	~~60,000~~
~~Warm-air furnace~~	
~~— Single family~~	~~100,000~~
~~— Multi-family, per unit~~	~~60,000~~
~~**Space and Water Heating Units**~~	
~~Hydronic boiler~~	
~~— Single family~~	~~120,000~~
~~— Multi-family, per unit~~	~~75,000~~
~~**Water Heating Appliances**~~	
~~Water heater, automatic instantaneous~~	
~~— Capacity at 2 gal/minute~~	~~142,800~~
~~— Capacity at 4 gal/minute~~	~~285,000~~
~~— Capacity at 6 gal/minute~~	~~428,400~~
~~Water heater, automatic storage, 30- to 40-gal tank~~	~~35,000~~
~~Water heater, automatic storage, 50-gal tank~~	~~50,000~~
~~Water heater, domestic, circulating or side-arm~~	~~35,000~~
~~**Cooking Appliances**~~	
~~Built-in oven or broiler unit, domestic~~	~~25,000~~
~~Built-in top unit, domestic~~	~~40,000~~
~~Range, free standing, domestic~~	~~65,000~~

Other Appliances	
Barbeque	40,000
Clothes dryer, Type 1 (domestic)	35,000
Gas fireplace, direct vent	40,000
Gas light	2,500
Gas log	80,000
Refrigerator	3,000

For SI: 1 British thermal unit per hour = 0.293 W, 1 gallon = 3.785 L,

1 gallon per minute = 3.785 L/m

O. Section G2417.4.1, Test pressure, is amended to read in its entirety as follows:

G2417.4.1 Test pressure. The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure but not less than 10 psiG (20KPA GAUGE). WHERE THE TEST PRESSURE EXCEEDS 125 PSIG (862 KPA GAUGE), THE TEST PRESSURE SHALL NOT EXCEED A VALUE THAT PRODUCES A HOOP STRESS IN THE PIPING GREATER THAN 50 PERCENT OF THE SPECIFIED MINIMUM YIELD STRENGTH OF THE PIPE.

Section 16. **Amendment**. Section 15.06.040 of the Castle Rock Municipal Code is amended to read as follows:

15.06.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.

C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.

D. Commencement of work without a valid permit as required under this Title 15 CHAPTER may be subject to payment of an additional fee A PENALTY IN AN AMOUNT equal to the original REQUIRED permit fee, and is WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 17. **Amendment**. Section 15.08.010 of the Castle Rock Municipal Code is amended to read as follows:

15.08.010 - Adoption.

A. The Town adopts by reference the following code: International Mechanical Code, ~~2018~~ 2024 Edition, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement and addition to, use or maintenance of mechanical systems in ~~Castle Rock~~ THE TOWN, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ 200 MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 18. **Amendment**. Section 15.08.020 of the Castle Rock Municipal Code is amended to read as follows:

15.08.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ One copy of an engineer-stamped truss design, one engineer-stamped plan set along with one electronic CD of each is required for all Master Production Plans. Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

Section 19. **Amendment**. Section 15.08.030 of the Castle Rock Municipal Code is amended to read as follows:

15.08.030 - Amendments.

The following amendments, additions and deletions are made to the International Mechanical Code:

A. Section R101.1, Title, is amended to read ~~in its entirety~~ as follows:

~~101.1 Title.~~ These regulations shall be known as the Mechanical Code of The Town of Castle Rock, hereinafter referred to as "this code."

B. Section 901, General, is amended ~~to add~~ BY THE ADDITION OF a new Section 901.5, ~~Solid-fuel-burning equipment, to~~ WHICH SECTION readS as follows:

~~SECTION 901 - SOLID-FUEL-BURNING EQUIPMENT~~

~~901.5~~ Solid-fuel-burning equipment. No permit shall be issued for the installation of a solid-fuel-burning fireplace stove, fireplace insert or wood stove appliance unless the appliance fully conforms with the requirements for emissions testing, certification and labeling found under Title ~~30~~ 25, Article ~~28~~ 7, Sections 402-405, ~~Colorado Revised Statutes~~ C.R.S. All such appliances to be installed must be certified by the Air Pollution Control Division of the Colorado Department of PUBLIC Health AND ENVIRONMENT to meet the emissions standards set forth in ~~Section IV of~~ 5 CCR 1001-6, Regulation No. 4 ~~of Volume I~~ of the Colorado Air Quality Control Commission as ~~EPA Phase II or Colorado~~ Phase III solid-fuel-burning devices.

Section 20. **Amendment**. Section 15.08.040 of the Castle Rock Municipal Code is amended to read as follows:

15.08.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY IN AN AMOUNT equal to the ~~original~~ REQUIRED permit fee, ~~and is~~ WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 21. **Amendment**. Section 15.10.010 of the Castle Rock Municipal Code is amended to read as follows:

15.10.010 - Adoption.

A. The Town adopts by reference the following code: International Plumbing Code, ~~2018~~ 2024 Edition, including Appendices B, C, D, and E, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001)

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 22. **Amendment**. Section 15.10.020 of the Castle Rock Municipal Code is amended to read as follows:

15.10.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineers seal and signature.

Section 23. **Amendment**. Section 15.10.030 of the Castle Rock Municipal Code is amended to read as follows:

15.10.030 - Amendments.

The following amendments, additions and deletions are made to the International Plumbing Code:

A. Section 101.1, Title, is amended to read ~~in its entirety~~ as FOLLOWS:

~~101.1 Title.~~ These regulations shall be known as the International Plumbing Code of The Town of Castle Rock, hereinafter referred to as "this code."

B. Section 305.4.1, Sewer depth, IS amendED to read ~~in its entirety~~ as follows:

~~305.4.1 Sewer depth.~~ Building sewers that connect to private sewage disposal systems shall be permitted, inspected and approved by the Douglas County Health Department.

C. Table 403.1, Minimum number of Required Plumbing Fixtures, is amended BY THE ADDITION OF A NEW FOOTNOTE G TO THE "DRINKING FOUNTAIN" AND "OTHER" COLUMNS, WHICH FOOTNOTE READS as follows:

~~Table 403.1 Minimum Number of Required Plumbing Fixtures. Add footnote "e" to both Drinking Fountain and Other columns (service sinks) and amend it to read as follows:~~

~~e~~ g. See modifications per Section 104.10, International Building Code.

D. Section ~~904.1~~ 903.1.1, Roof extension UNPROTECTED, is amended to read ~~in its entirety~~ as follows:

~~904.1 Roof extension.~~ ~~All o~~Open vent pipes that extend through a roof shall be terminated ~~at least~~ NOT LESS THAN TWELVE (12) inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven (7) feet above the roof.

E. Table ~~E103.2(2)~~ E103.3(2), entitled "Load Values Assigned to Fixtures ~~A~~," and Table E103.3(3), entitled "Table for Estimating Demand," are replaced with the International Association of Plumbing and Mechanical Officials Water Demand Calculator for purposes of performing residential water calculations only. Table E103.3(2) and Table E103.3(3) shall continue to be utilized for all other purposes, including but not necessarily limited to performing commercial water calculations.

Section 24. **Amendment**. Section 15.10.040 of the Castle Rock Municipal Code is amended to read as follows:

15.10.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY IN AN AMOUNT equal to the ~~original~~ REQUIRED permit fee, ~~and is~~ WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 25. **Amendment**. Section 15.12.010 of the Castle Rock Municipal Code is amended to read as follows:

15.12.010 - Adoption.

A. The Town adopts by reference the following code: The National Electrical Code, ~~2023~~ 2026 Edition, as published by the National Fire Protection Association (1 BATTERYMARCH PARK, QUINCY, MASSACHUSETTS 02169-7471), and the corresponding National Electrical Code Handbook. The standards set forth in said code, as amended by this Chapter 15.12, shall serve as the minimum standards governing the planning, laying out and installing or the making of additions, alterations and repairs in the installation of wiring apparatus and equipment for electric light and power in the Town. The purpose of said code is to provide a practical safeguarding of life and limb, property and the public welfare. Plans, engineering calculations, diagrams and other data shall be submitted with each electrical permit application to include the load calculation, if required by the Chief Building Official. This Code shall be in compliance with Title 12, Article 115, C.R.S., wherever applicable.

B. One copy of the above-referenced code shall be maintained on file at the Development Services Department and may be inspected during regular business hours.

Section 26. **Amendment**. Section 15.12.030 of the Castle Rock Municipal Code is amended to read as follows:

15.12.030 - Amendments.

The following amendments are made to ~~the 2023 Edition of~~ the National Electrical Code:

A. Article ~~101.1~~ 90, INTRODUCTION, is amended BY THE ADDITION OF A NEW SECTION 90.05, WHICH SECTION ~~to~~ readS as follows:

~~101.1.~~ 90.05 Title. These provisions shall be known as the Electrical Code of the Town of Castle Rock and shall be cited as such and will be referred to herein as the "Electrical Code."

~~B. The 2023 Edition of the National Electrical Code is amended by the addition of the following language:~~

~~Penalties. Any person who: (I) fails to comply with the provisions of the Electrical Code; (II) fails to carry out an order made pursuant to The Electrical Code; or (III) violates any condition attached to a permit, approval or certificate issued pursuant to the Electrical Code shall be subject to the civil and criminal penalties set forth in Section 15.12.050 of the Castle Rock Municipal Code.~~

~~C~~ B. ~~Article~~ SECTION 210.52(B)(3), ~~of the 2023 Edition of the National Electrical Code~~ KITCHEN RECEPTACLE REQUIREMENTS, is amended by the addition of a new ~~Subparagraph (a)~~ SUBSECTION (1), WHICH SUBSECTION ~~to~~ readS as follows:

~~210.52(B)(3). Kitchen receptacle requirements.~~

~~(a)~~(1) There shall be no more than four (4) outlet openings on a residential kitchen small appliance branch circuit.

~~D. Article 220.14(I) of the 2023 Edition of the National Electrical Code, is amended by the addition of a new Subparagraph (1), to read as follows:~~

~~220.14(I). Receptacle outlets.~~

~~(1) For dwellings, general purpose outlets, the number of outlets per circuit shall not exceed 10 on a 15-ampere circuit or 13 on a 20-ampere circuit.~~

Section 27. **Amendment**. Section 15.12.040 of the Castle Rock Municipal Code is amended to read as follows:

15.12.040 - Electrical permit fees.

A. Residential. This Subsection includes modular homes, travel trailers, duplexes, apartments and condominiums. The permit fees for construction, extensive remodeling and additions shall be based on the enclosed living area. ~~Subject to Subsection 2.25.030.A of this Code, p~~ Permit fees shall be assessed and collected in the amounts and at the times set forth in the Development Services Fee Schedule ~~as defined in Section 2.25.020 of this Code~~. Any fees not previously collected shall be collected at, and as a condition to, the issuance of a certificate of occupancy for the structure.

B. Commercial and all other fees. These fees shall be computed on the dollar value of the electrical installation, including fixtures and installation costs, etc. ~~Subject to Subsection 2.25.030.A of this Code, p~~ Permit fees for electrical inspections separate from inspections through building permits shall be assessed and collected in the amounts and at the times set forth in the Development Services Fee Schedule~~, as defined in Section 2.25.020 of this Code~~. Any fees not previously collected shall be collected at, and as a condition to, the issuance of a certificate of occupancy for the structure.

Section 28. **Amendment**. Section 15.12.050 of the Castle Rock Municipal Code is amended to read as follows:

15.12.050 - Violation; penalty.

A. The CHIEF BUILDING OFFICIAL, Fire Code Official, ~~Chief Building Official, code enforcement officer,~~ or ANY other designated Town official shall be empowered to issue ~~summons and complaints~~ CITATIONS, stop-work orders, cease and desist orders or closure orders to any person found in violation of ~~the 2023 edition of the National Electrical Code~~ THIS CHAPTER.

B. ~~Any person convicted of a violation of any provision of the 2023 Edition of the National Electrical Code shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person.~~

~~D.~~ Commencement of work without a valid permit as required under this Chapter may be subject to payment of a ~~surcharge~~ PENALTY in ~~the~~ AN amount equal to the ~~original~~ REQUIRED permit fee, which ~~surcharge~~ PENALTY shall be in addition to the required permit fee.

Section 29. **Amendment**. Section 15.14.010 of the Castle Rock Municipal Code is amended to read as follows:

15.14.010 - Adoption.

A. The Town adopts by reference the following code: International Energy Conservation Code, ~~2018~~ 2021 Edition, regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One original ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 30. **Amendment**. Section 15.14.020 of the Castle Rock Municipal Code is amended to read as follows:

15.14.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineers seal and signature.

Section 31. **Amendment**. Chapter 15.14 of the Castle Rock Municipal Code is amended by the addition of a new Section 15.14.030, which section reads as follows:

15.14.030 – Amendments.

The following amendments are made to the International Energy Conservation Code:

A. Section C101.1, Title, is amended to read as follows:

This code shall be known as the Energy Conservation Code of Town of Castle Rock and shall be cited as such. It is referred to herein as "this code."

B. Section C105.4, Approved inspection agencies, is deleted in its entirety and replaced by the following sections:

C105.4 Approved third-party inspection agencies. The code official is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are approved as to qualifications and reliability relevant to the building components and systems that they are inspecting or testing, and approval is granted prior to issuance of the building permit.

C105.4.1 Authorization of approved third-party inspection agency. An approved third-party inspection agency shall provide all requested information for the code official to determine that the agency meets the applicable requirements specified in Sections R107.4.1.1 through R107.4.1.3 and to authorize its work in the jurisdiction.

C105.4.2 Independence. An approved third-party inspection agency shall be an independent business identity. The agency shall perform its duties in accordance with the scope of delegated responsibilities established by the code official. The agency shall disclose to the code official any conflicts of interest, including where fees for service are derived. The agency shall acknowledge in writing that it is authorized to work only within the scope of delegated responsibilities.

C105.4.3 Equipment. An approved third-party inspection agency shall have adequate equipment to perform inspections and tests required by the code official and this code. All testing equipment shall be periodically calibrated as required by the manufacturer, testing standards used in this code or certifications held by the approved third-party inspection agency.

C105.4.4 Personnel. Personnel assigned by an approved third-party inspection agency to perform inspections and testing shall be trained or credentialed, and documentation of training or credentials shall be available to the code official upon request.

C105.4.5 Delegated authority. Where approved, a third-party inspection agency shall have the authority to perform delegated inspections and determine compliance or noncompliance of work with approved construction documents.

C105.4.6 Approved third-party inspection agency reporting. An approved third-party inspection agency shall keep records of delegated inspections, tests and compliance documentation required by this code. The agency shall submit reports of delegated inspections and tests to the code official and to the owner or owner's representative. Reports shall indicate the compliance determination for the inspected or tested work based on approved construction documents. A final report documenting required delegated inspections and tests, and correction of any discrepancies noted in the inspections or tests, shall be submitted with other required compliance documentation at a time required by the code official.

C. Section C405.2, Lighting controls - Exceptions, is amended to read as follows:

Lighting controls are not required for the following:

1. Spaces where an automatic shutoff could endanger occupant safety or security.

2. Interior exit stairways, interior exit ramps and exit passageways.

3. Emergency lighting that is automatically off during normal operations.

4. Emergency lighting required by the International Building Code in exit access components that are not provided with fire alarm systems.

5. Up to 0.02 watts per square foot (0.22 W/m2) of lighting in exit access components that are provided with fire alarm systems.

D. Section C405.2.1, Occupant sensor controls, is amended to read as follows:

Occupant sensor controls shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.

2. Computer room, data center.

3. Conference/meeting/multipurpose rooms.

4. Copy/print rooms.

5. Lounges/breakrooms.

6. Medical supply room in a health care facility.

7. Enclosed offices.

8. Laundry/washing area.

9. Open plan office areas.

10. Restrooms.

11. Storage rooms.

12. Telemedicine room in a health care facility.

13. Locker rooms.

14. Corridors.

15. Warehouse storage areas.

16. Other spaces 300 square feet (28 m) or less that are enclosed by floor-to-ceiling height partitions.

Exception: Luminaires that are required to have specific application controls in accordance with Section C405.2.5.

E. Section R101.2, Scope, is deleted in its entirety and replaced by the following sections:

R101.2 Scope. This code applies to the design and construction of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and Group R-2, R-3 and R-4 buildings three stories or less in height above grade plane.

R101.2.1 Appendices. Provisions in the appendices shall not apply unless expressly adopted herein.

F. Subsection (9) of Section R103.2, Information on construction documents, is amended to read as follows:

9. Air barrier, sealing and insulation details as required in Table R402.4.1.1, and Sections R406.4.5 and R402.4.6.

G. Section R105, Inspections, is amended by the addition of a new Section 105.2.4.1, which Section reads as follows:

R105.2.4.1 Electrical rough-in inspection. Inspections at electrical rough-in shall verify compliance as required by the code and the approved plans and specifications as to the locations, distribution and capacity of the electrical system. Where the solar-ready zone is installed for electricity generation, inspections shall verify conduit or prewiring from solar-ready zone to electrical panel.

H. Section R105, Inspections, is amended by the addition of a new Section 105.2.4.2, which Section reads as follows:

R105.2.4.2 Insulation and fenestration rough-in inspection. Inspections at insulation and fenestration rough-in shall be made before the application of interior finish and shall be used to verify compliance with this code as to types of insulation, corresponding R-values and their correct location and proper installation; and fenestration properties such as U-factors, SHGC and proper installation.

I. Section R105.4, Approved inspection agencies, is deleted in its entirety and replaced by the following sections:

R105.4 Approved third-party inspection agencies. The code official is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are approved as to qualifications and reliability relevant to the building components and systems that they are inspecting or testing, and approval is granted prior to issuance of the building permit.

R105.4.1 Authorization of approved third-party inspection agency. An approved third-party inspection agency shall provide all requested information for the code official to determine that the agency meets the applicable requirements specified in Sections R107.4.1.1 through R107.4.1.3 and to authorize its work in the jurisdiction.

R105.4.2 Independence. An approved third-party inspection agency shall be an independent business identity. The agency shall perform its duties in accordance with the scope of delegated responsibilities established by the code official. The agency shall disclose to the code official any conflicts of interest, including where fees for service are derived. The agency shall acknowledge in writing that it is authorized to work only within the scope of delegated responsibilities.

R105.4.3 Equipment. An approved third-party inspection agency shall have adequate equipment to perform inspections and tests required by the code official and this code. All testing equipment shall be periodically calibrated as required by the manufacturer, testing

standards used in this code or certifications held by the approved third-party inspection agency.

R105.4.4 Personnel. Personnel assigned by an approved third-party inspection agency to perform inspections and testing shall be trained or credentialed, and documentation of training or credentials shall be available to the code official upon request.

R105.4.5 Delegated authority. Where approved, a third-party inspection agency shall have the authority to perform delegated inspections and determine compliance or noncompliance of work with approved construction documents.

R105.4.6 Approved third-party inspection agency reporting. An approved third-party inspection agency shall keep records of delegated inspections, tests and compliance documentation required by this code. The agency shall submit reports of delegated inspections and tests to the code official and to the owner or owner's representative. Reports shall indicate the compliance determination for the inspected or tested work based on approved construction documents. A final report documenting required delegated inspections and tests, and correction of any discrepancies noted in the inspections or tests, shall be submitted with other required compliance documentation at a time required by the code official.

J. Table R402.1.3 is amended to read as follows:

TABLE R402.1.3
INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT[a]

CLIMATE ZONE	FENESTRATION *U*-FACTOR[b,g]	SKYLIGHT[b] *U*-FACTOR	GLAZED FENESTRATION SHGC[b]	CEILING *R*-VALUE	WOOD FRAME WALL *R*-VALUE[e]	MASS WALL *R*-VALUE[f]	FLOOR *R*-VALUE	BASEMENT WALL [c,e] *R*-VALUE	SLAB[d] *R*-VALUE & DEPTH	CRAWL SPACE[c,e] WALL *R*-VALUE
5B	0.30[i]	.055	NR	49	30 or 20 + 5 or 13 + 10 ci or 0 + 15	13/17	30	15 ci or 19 or 13 + 5 ci	10 ci, 4 ft	15 ci or 19 or 13 + 5ci

For SI: 1 foot = 304.8 mm.

NR = Not Required.

ci = continuous insulation.

a. *R*-values are minimums. *U*-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed *R*-value of the insulation shall be not less than the *R*-value specified in the table.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13 + 5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation *R*-value for slabs. as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

e. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13 + 5" means R-13 cavity insulation plus R-5 continuous insulation.

f. Mass walls shall be in accordance with Section R402.2.5. The second *R*-value applies where more than half of the insulation is on the interior of the mass wall.

g A maximum *U*-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

K. Section R402.4.1.2, Testing, is amended to read as follows:

The building or dwelling unit shall be tested for air leakage. The maximum air leak- age rate for any building or dwelling unit under any compliance path shall not exceed 3.0 air changes per hour or 0.22 cubic feet per minute (CFM) per square foot [0.0079 m3/(s × m2)] of dwelling unit enclosure area. Testing shall be conducted in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the code official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope have been sealed.

L. Subsection 6 of Section R402.4.1.2, Testing-Exception, is amended to read as follows:

6. Supply and return registers, where installed at the time of the test, shall be fully open.

Exception: When testing individual dwelling units, an air leakage rate not exceeding 0.27 cubic feet per minute per square foot [0.008 m3/(s × m2)] of the

dwelling unit enclosure area, tested in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pa), shall be an accepted alternative permitted in all climate zones for:

1. Attached single and multiple- family building dwelling units.

2. Buildings or dwelling units that are 1,500 square feet (139.4 m2) or smaller.

Mechanical ventilation shall be provided in accordance with Section M1505 of the International Residential Code or Section 403.3.2 of the International Mechanical Code, as applicable, or with other approved means of ventilation.

M. Section R402, Building Thermal Envelope, is amended by the addition of a new Section R402.4.1.4, which Section reads as follows:

Unit sampling. For buildings with eight or more dwelling units or sleeping units, seven or 20 percent of the dwelling units or sleeping units, whichever is greater, shall be tested. Tested units shall include a top-floor unit, a ground-floor unit, a middle-floor unit and the dwelling unit or sleeping unit with the largest testing unit enclosure area. Where the air leakage rate of a tested unit is greater than the maximum permitted rate, corrective actions shall be taken and the unit retested until it passes. For each tested dwelling unit or sleeping unit with an air leakage rate greater than the maximum permitted rate, three additional units, including the corrected unit, shall be tested. Where buildings have fewer than eight dwelling units or sleeping units, each unit shall be tested.

N. Section R403, Systems, is amended by the addition of a new Section R403.3.8, which Section reads as follows:

Unit sampling. For buildings with eight or more dwelling units or sleeping units, the duct systems in the greater of seven or 20 percent of the dwelling units or sleeping units shall be tested, including a top floor unit, a ground floor unit, a middle floor unit and the unit with the largest conditioned floor area . Where buildings have fewer than eight dwelling units or sleeping units , the duct systems in each unit shall be tested. Where the leakage of a duct system is greater than the maximum permitted duct system leakage, corrective actions shall be made to the duct system and the duct system shall be system retested until it passes. For each tested dwelling unit or sleeping unit that has a greater total duct system leakage than the maximum permitted duct system leakage, an additional three dwelling units or sleeping units , including the corrected unit, shall be tested.

O. Section R404.2, Interior lighting controls, is deleted in its entirety and replaced with the following sections:

R404.2 Interior lighting controls. All permanently installed luminaires shall be controlled as required in sections R404.2.1 and R4.4.2.2.

Exception: Lighting controls shall not be required for safety or security lighting.

R404.2.1 Habitable spaces. All permanently installed luminaires in habitable spaces shall be controlled with a manual dimmer or with an automatic shutoff control that automatically turns off lights within 20 minutes after all occupants have left the space and shall incorporate a manual control to allow occupants to turn the lights on or off.

R404.2.2 Specific locations. All permanently installed luminaires in garages, unfinished basements, laundry rooms and utility rooms shall be controlled by an automatic shutoff control that automatically turns off lights within 20 minutes after all occupants have left the space and shall incorporate a manual control to allow occupants to turn the lights on or off.

Section 32. **Amendment**. Section 15.14.040 of the Castle Rock Municipal Code is amended to read as follows:

15.14.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY IN AN AMOUNT equal to the ~~original~~ REQUIRED permit fee, ~~and is~~ WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 33. **Amendment**. Title 15 of the Castle Rock Municipal Code is amended by the addition of a new Chapter 15.15, entitled "Colorado Model Electric-Ready and Solar-Ready Code," which Chapter reads as follows:

15.15.010 – Adoption.

A. The Town adopts by reference the following code: The Colorado Model Electric-Ready and Solar-Ready Code, 2023 Edition, as published by the Colorado Energy Office and as may be amended from time to time, is hereby adopted by reference as part of the Town of Castle Rock Municipal Code, as hereafter set out.

B. The subject matter of the adopted code establishes minimum regulations for the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal,

electric vehicle charging infrastructure, and electrification of building systems and to provide flexibility for accommodating solar and electric systems while balancing upfront costs of construction within the Town for the purpose of protecting the public health, safety and general welfare.

C. One copy of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

15.15.020 - Application.

A. The provisions of this Chapter shall apply to:

1. All new residential and commercial buildings;

2. Additions or substantial remodels where building permits are required; and

3. Other structures as defined by the adopted model code.

B. Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineers seal and signature.

15-15.030 – Reserved.

15.15.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. Commencement of work without a valid permit as required under this Chapter may be subject to payment of a penalty in an amount equal to the required permit fee, which penalty shall be in addition to the required permit fee.

Section 34. **Amendment**. Section 15.16.010 of the Castle Rock Municipal Code is amended to read as follows:

15.16.010 - Adoption.

A. The Town adopts by reference the following code: International Fuel Gas Code, ~~2018~~ 2024 Edition, regulating and governing fuel gas systems and gas-fired appliances, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One original ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 35. **Amendment**. Section 15.16.020 of the Castle Rock Municipal Code is amended to read as follows:

15.16.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

Section 36. **Amendment**. Section 15.16.030 of the Castle Rock Municipal Code is amended to read as follows:

15.16.030 - Amendments.

The following amendments, ~~additions and deletions~~ are made to the International Fuel Gas Code:

A. Section 101.1, Title, is amended to read ~~in its entirety~~ as follows:

~~101.1 Title.~~ These regulations shall be known as the Fuel Gas Code of The Town of Castle Rock, hereinafter referred to as "this code."

~~B. Add SECTION 402.2, Table G2413.2(402) to read as follows:~~

~~TABLE G2413.2 (402.2)~~ ~~APPROXIMATE GAS INPUT FOR TYPICAL APPLIANCES~~	
~~APPLIANCE~~	~~INPUT/BTU/H (Approx.)~~

~~Space Heating Units~~	
~~Hydronic boiler~~	
~~Single family~~	~~100,000~~
~~Multi-family, per unit~~	~~60,000~~
~~Warm-air furnace~~	
~~Single family~~	~~100,000~~
~~Multi-family, per unit~~	~~60,000~~
~~Space and Water Heating Units~~	
~~Hydronic boiler~~	
~~Single family~~	~~120,000~~
~~Multi-family, per unit~~	~~75,000~~
~~Water Heating Appliances~~	
~~Water heater, automatic instantaneous~~	
~~Capacity at 2 gal/minute~~	~~142,800~~
~~Capacity at 4 gal/minute~~	~~285,000~~
~~Capacity at 6 gal/minute~~	~~428,400~~
~~Water heater, automatic storage, 30- to 40-gal tank~~	~~35,000~~
~~Water heater, automatic storage, 50-gal tank~~	~~50,000~~
~~Water heater, domestic, circulating or side-arm~~	~~35,000~~
~~Cooking Appliances~~	
~~Built-in oven or broiler unit, domestic~~	~~25,000~~
~~Built-in top unit, domestic~~	~~40,000~~
~~Range, free standing, domestic~~	~~65,000~~
~~Other Appliances~~	
~~Barbeque~~	~~40,000~~
~~Clothes dryer, Type 1 (domestic)~~	~~35,000~~
~~Gas fireplace, direct-vent~~	~~40,000~~
~~Gas light~~	~~2,500~~
~~Gas log~~	~~80,000~~
~~Refrigerator~~	~~3,000~~

~~C~~ B. ~~Amend~~ Section 406.4.1, Test pressure, IS AMENDED to read ~~in its entirety~~ as follows:

~~406.4.1 Test pressure.~~ The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure but not less than 10 psiG (20KPA GAUGE). WHERE THE TEST PRESSURE EXCEEDS 125 PSIG (862 KPA GAUGE), THE TEST PRESSURE SHALL NOT EXCEED A VALUE THAT PRODUCES A HOOP STRESS IN THE PIPING GREATER THAN 50 PERCENT OF THE SPECIFIED MINIMUM YIELD STRENGTH OF THE PIPE.

Section 37. **Amendment**. Section 15.16.040 of the Castle Rock Municipal Code is amended to read as follows:

15.16.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY IN AN AMOUNT equal to the ~~original~~ REQUIRED permit fee, ~~and is~~ WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 38. **Amendment**. Section 15.18.010 of the Castle Rock Municipal Code is amended to read as follows:

15.18.010 - Adoption.

A. The TOWN ADOPTS THE following code ~~is adopted~~ by reference: International Fire Code, ~~2018~~ 2024 Edition, including Appendices B, C, D, E, F, H, ~~and~~ I, J, L, AND N as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Castle Rock Fire and Rescue DEPARTMENT Headquarters and one copy shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 39. **Amendment**. Section 15.18.020 of the Castle Rock Municipal Code is amended to read as follows:

15.18.020 - Application.

A. The provisions of the adopted code~~s~~ shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these~~

~~tadopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

B. Where, in any specific case, there is a conflict between different sections of the International Fire Code or between the International Fire Code and other Town regulations, the most restrictive provision shall apply.

Section 40. **Amendment**. Section 15.18.030 of the Castle Rock Municipal Code is amended to read as follows:

15.18.030 - Amendments.

The following amendments~~, additions, and deletions~~ are made to the ~~2018~~ International Fire Code ~~(IFC)~~:

A. Section 101.1, TITLE, is amended TO READ as follows:

~~101.1 Title. When used in the IFC, the word "jurisdiction" shall mean the area within the municipal boundaries of the Town of Castle Rock and the boundaries of the Castle Rock Fire Protection District.~~ THESE REGULATIONS SHALL BE KNOWN AS THE FIRE CODE OF THE TOWN OF CASTLE ROCK, HEREINAFTER REFERRED TO AS "THIS CODE."

~~B. Section 101.2.1 is amended to read as follows:~~

~~101.2.1 Appendices. Adopt specifically, Appendices B, C, D, E, F and I listed in the 2018 IFC. Where conflicts occur between the Town of Castle Rock Transportation Design Criteria Manual and Appendix D, the Town of Castle Rock Transportation Design Criteria Manual shall apply, when the Town of Castle Rock Transportation Design Criteria Manual is silent, the provisions of Appendix D shall apply.~~

~~C. Section 102.7 is amended to read as follows:~~

~~[A] 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2. Where Chapter 80 states the title and effective date of the referenced standards, it is understood that the Castle Rock Fire and Rescue Department will use the most recent version of all codes and standards.~~

B. SECTION 103.1, CREATION OF AGENCY, IS AMENDED TO READ AS FOLLOWS:

THE CASTLE ROCK FIRE AND RESCUE DEPARTMENT, FIRE AND LIFE SAFETY DIVISION, IS HEREBY CREATED AND THE OFFICIAL IN CHARGE THEREOF SHALL BE KNOWN AS THE FIRE CODE OFFICIAL. THE FUNCTION OF THE AGENCY SHALL BE THE IMPLEMENTATION, ADMINISTRATION AND ENFORCEMENT OF THE PROVISIONS OF THIS CODE.

C. SECTION 105, PERMITS, IS AMENDED BY THE ADDITION OF A NEW SECTION 105.6.26, WHICH SECTION READS AS FOLLOWS:

ELECTRONIC ACCESS CONTROL SYSTEMS. CONSTRUCTION PERMITS ARE REQUIRED TO INSTALL OR MODIFY AN ELECTRONIC ACCESS CONTROL SYSTEM. MAINTENANCE PERFORMED IN ACCORDANCE WITH THIS CODE IS NOT CONSIDERED TO BE A MODIFICATION AND DOES NOT REQUIRE A PERMIT.

D. SECTION 105, PERMITS, IS AMENDED BY THE ADDITION OF A NEW SECTION 105.7, WHICH SECTION READS AS FOLLOWS:

105.7 FIRE CONTRACTOR REGISTRATION AND QUALIFICATION. THE FIRE CODE OFFICIAL IS AUTHORIZED TO ISSUE REGISTRATIONS FOR CONTRACTORS AS SET FORTH IN SECTIONS 105.7.1 THROUGH 105.7.10.

105.7.1 REGISTRATION REQUIRED. A CONTRACTOR SHALL NOT INSTALL, ALTER, REPAIR, SERVICE, TEST, INSPECT, MODIFY, REMOVE, OR OBTAIN A PERMIT FOR ANY FIRE PROTECTION SYSTEM, FIRE ALARM SYSTEM, FIRE EXTINGUISHING SYSTEM, UNDERGROUND FIRE SERVICE MAIN, EMERGENCY RESPONDER RADIO COVERAGE SYSTEM, FUEL TANK SYSTEM, LIQUEFIED PETROLEUM GAS SYSTEM, HAZARDOUS MATERIALS SYSTEM, OR OTHER INSTALLATION, OPERATION, OR PROCESS REGULATED BY THIS CODE UNLESS SUCH CONTRACTOR IS REGISTERED IN ACCORDANCE WITH THIS SECTION.

105.7.2 SCOPE. THIS SECTION APPLIES TO CONTRACTORS PERFORMING WORK FOR WHICH A CONSTRUCTION PERMIT, OPERATIONAL PERMIT, INSPECTION, OR APPROVAL IS REQUIRED UNDER THIS CODE.

105.7.3 QUALIFICATIONS. CONTRACTORS PERFORMING WORK REGULATED BY THIS SECTION SHALL PROVIDE DOCUMENTATION OF QUALIFICATIONS ACCEPTABLE TO THE FIRE CODE OFFICIAL FOR THE TYPE OF WORK TO BE PERFORMED. ACCEPTABLE QUALIFICATIONS MAY INCLUDE DOCUMENTED EXPERIENCE, STATE REGISTRATION, NATIONAL CERTIFICATION, MANUFACTURER CERTIFICATION, APPROVED TRAINING, OR A COMBINATION THEREOF.

105.7.4 MINIMUM QUALIFICATIONS. UNLESS OTHERWISE APPROVED BY THE FIRE CODE OFFICIAL, MINIMUM QUALIFICATIONS FOR CONTRACTORS

PERFORMING WORK REGULATED BY THIS SECTION SHALL INCLUDE THE FOLLOWING:

105.7.4.1. FIRE ALARM SYSTEMS CONTRACTOR. DOCUMENTATION OF EITHER:

1. FOUR (4) YEARS OF DOCUMENTED EXPERIENCE AS A FIRE ALARM INSTALLER; OR

2. ACTIVE NICET LEVEL II CERTIFICATION IN FIRE ALARM SYSTEMS.

105.7.4.2. FIRE EXTINGUISHING SYSTEMS CONTRACTOR. DOCUMENTATION OF ONE OR MORE OF THE FOLLOWING:

1. FOUR (4) YEARS OF DOCUMENTED SPECIALIZED EXPERIENCE IN FIRE EXTINGUISHING SYSTEMS;

2. ACTIVE NICET SPECIAL HAZARDS CERTIFICATION; OR

3. CURRENT MANUFACTURER TRAINING CERTIFICATION FOR THE SYSTEM TO BE INSTALLED OR SERVICED.

105.7.4.3. FIRE SPRINKLER SYSTEMS CONTRACTOR. PROOF OF CURRENT REGISTRATION OR CERTIFICATION AS A FIRE SUPPRESSION SYSTEM CONTRACTOR THROUGH THE COLORADO DIVISION OF FIRE PREVENTION AND CONTROL, AS APPLICABLE TO THE WORK PERFORMED.

105.7.4.4. UNDERGROUND FIRE SERVICE LINE CONTRACTOR. PROOF OF CURRENT REGISTRATION OR CERTIFICATION THROUGH THE COLORADO DIVISION OF FIRE PREVENTION AND CONTROL APPLICABLE TO UNDERGROUND FIRE SERVICE WORK.

105.7.4.5. EMERGENCY RESPONDER RADIO COVERAGE SYSTEMS CONTRACTOR. DOCUMENTATION OF THE FOLLOWING:

1. A CURRENT FCC GENERAL RADIOTELEPHONE OPERATOR LICENSE,

2. A MANUFACTURER TRAINING CERTIFICATION FOR THE PROPOSED BDA PRODUCT; AND

3. SUCH ADDITIONAL SOFTWARE-SPECIFIC, NICET, ETA, OR EQUIVALENT NATIONALLY RECOGNIZED CREDENTIALS AS REQUIRED FOR THE SCOPE OF WORK.

105.7.4.6. FUEL TANK CONTRACTOR. PROOF OF ANY CURRENT STATE CERTIFICATION REQUIRED FOR THE INSTALLATION, MODIFICATION, REMOVAL, OR ABANDONMENT OF ABOVEGROUND OR UNDERGROUND TANK SYSTEMS REGULATED BY THIS CODE.

105.7.4.7 LIQUEFIED PETROLEUM GAS CONTRACTOR. DOCUMENTATION OF THE FOLLOWING:

1. THREE (3) YEARS OF DOCUMENTED EXPERIENCE IN LP-GAS INSTALLATION OR SERVICE; AND

2. TRAINING DEMONSTRATING KNOWLEDGE OF THE APPLICABLE FIRE CODE, NFPA STANDARDS, AND STATE REQUIREMENTS.

105.7.4.8 OTHER FIRE-CODE-REGULATED SPECIALTY CONTRACTORS. COMPARABLE PROOF OF COMPETENCY, INCLUDING DOCUMENTED EXPERIENCE, NATIONAL CERTIFICATION, MANUFACTURER CERTIFICATION, APPROVED TRAINING, OR STATE REGISTRATION, AS DETERMINED BY THE FIRE CODE OFFICIAL.

105.7.5 APPLICATION MATERIALS. APPLICANTS SHALL SUBMIT SUCH INFORMATION AS THE FIRE CODE OFFICIAL REQUIRES TO VERIFY QUALIFICATIONS, INCLUDING BUSINESS INFORMATION, CERTIFICATES OF GENERAL LIABILITY INSURANCE (MINIMUM COVERAGE AMOUNT OF $1,000,000) AND WORKERS' COMPENSATION INSURANCE (UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION UNDER WORKERS' COMPENSATION LAWS), PROOF OF APPLICABLE CERTIFICATIONS OR REGISTRATIONS, DOCUMENTATION OF EXPERIENCE, AND JOB REFERENCES.

105.7.6 PERMIT ISSUANCE. PERMITS FOR WORK REGULATED BY THIS SECTION MAY BE ISSUED ONLY TO CONTRACTORS REGISTERED IN THE APPLICABLE CLASSIFICATION, UNLESS OTHERWISE APPROVED BY THE FIRE CODE OFFICIAL.

105.7.7 CONTINUING COMPLIANCE. REGISTERED CONTRACTORS SHALL MAINTAIN ALL REQUIRED QUALIFICATIONS, CERTIFICATIONS, REGISTRATIONS, LICENSES, INSURANCE, AND OTHER REQUIRED DOCUMENTATION THROUGHOUT THE REGISTRATION PERIOD AND SHALL NOTIFY THE FIRE CODE OFFICIAL IN WRITING OF ANY MATERIAL CHANGE IN SUCH INFORMATION WITHIN FOURTEEN (14) DAYS.

105.7.8 DENIAL, SUSPENSION, OR REVOCATION. THE FIRE CODE OFFICIAL IS AUTHORIZED TO DENY, SUSPEND, REVOKE, OR RESTRICT A REGISTRATION ISSUED UNDER THIS SECTION FOR ANY OF THE FOLLOWING REASONS:

1. SUBMISSION OF FALSE, MISLEADING, OR INCOMPLETE INFORMATION;

2. FAILURE TO MAINTAIN REQUIRED INSURANCE, REGISTRATION, CERTIFICATION, OR LICENSE;

3. REPEATED OR SERIOUS VIOLATIONS OF THIS CODE, PERMIT CONDITIONS, APPROVED PLANS, OR REFERENCED STANDARDS;

4. FAILURE TO OBTAIN REQUIRED PERMITS OR INSPECTIONS;

5. PERFORMING WORK OUTSIDE THE SCOPE OF THE CONTRACTOR'S REGISTRATION;

6. FAILURE TO CORRECT DEFICIENT WORK AFTER NOTICE;

7. FRAUDULENT, DECEPTIVE, OR UNSAFE BUSINESS PRACTICES; OR

8. ANY OTHER CONDUCT DEMONSTRATING THAT THE CONTRACTOR IS UNABLE OR UNWILLING TO COMPLY WITH APPLICABLE CODE REQUIREMENTS IN A MANNER THAT PROTECTS PUBLIC SAFETY.

105.7.9 ENFORCEMENT. IN ADDITION TO ANY OTHER REMEDY AUTHORIZED BY THIS CODE, THE FIRE CODE OFFICIAL MAY WITHHOLD PERMIT ISSUANCE, SUSPEND INSPECTIONS, WITHHOLD FINAL APPROVAL, ISSUE A STOP WORK ORDER, OR PURSUE ANY OTHER LAWFUL ENFORCEMENT REMEDY WHEN WORK GOVERNED BY THIS SECTION IS PERFORMED BY AN UNREGISTERED CONTRACTOR OR BY A CONTRACTOR ACTING OUTSIDE THE SCOPE OF THE APPLICABLE REGISTRATION.

105.7.10 ADMINISTRATIVE AUTHORITY. THE FIRE CODE OFFICIAL IS AUTHORIZED TO ESTABLISH APPLICATION FORMS, REGISTRATION CLASSIFICATIONS, QUALIFICATION MATRICES, ADMINISTRATIVE PROCEDURES, AND FEE REQUIREMENTS NECESSARY TO IMPLEMENT AND ADMINISTER THIS SECTION.

~~D. Section 110.4 is amended to read as follows:~~

~~110.4 Violation penalties. Persons who are found guilty of a violation of a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code shall be punished by a fine of not more than $1000 or by imprisonment not exceeding one year, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense, with the exception of Sections 503.4 and 507.5.4, which shall be classified as parking violations and subject to a minimum fine of $100.~~

~~In addition, "mail-in" summons and complaints, as authorized by the Municipal Court of the Town, may be issued to any owner or operator of any vehicle found in violation of the IFC, Section 503.4 and/or Section 507.5.4 and Section 1204(2)(b) of the Model Traffic Code for Colorado. In the event no response is made to said summons and complaint within fifteen (15) days of issuance thereof, the Court may inquire of the State Department of Revenue, Motor Vehicle Division, to determine the registered owner of the vehicle, and it shall be presumed that the registered owner caused the vehicle to be in violation of said sections of this code.~~

~~E. Section 112.4 is amended to read as follows:~~

~~112.4 Failure to comply. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punished by a fine of not more than $1000 or by imprisonment not exceeding one year, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed as a separate offense.~~

~~F~~ E. ~~Chapter 2,~~ SECTION 202, GENERAL Definitions, is amended ~~to add~~ BY THE ADDITION OF the following definitions:

~~EMERGENCY VEHICLE ACCESS ROAD is designed and designated as a secondary fire apparatus access road.~~

~~FLAG LOT is a lot or a group of lots where the dwelling unit or units does not front a fire apparatus access road.~~

~~LOOP WATER DISTRIBUTION SYSTEM is described as a water main arranged in a complete circuit so that water will be supplied to a given point from more than one direction. (Essentials of Fire Fighting and Fire Department Operations, International Fire Service Training Association [IFSTA], 5th Edition).~~

FIRE APPARATUS ACCESS ROAD. A ROAD THAT PROVIDES FIRE APPARATUS ACCESS FROM A FIRE STATION TO A FACILITY, BUILDING OR PORTION THEREOF. THIS IS A GENERAL TERM INCLUSIVE OF ALL OTHER TERMS SUCH AS FIRE LANE, PUBLIC STREET, PRIVATE STREET, PARKING LOT LANE AND ACCESS ROADWAY.

WHERE A PRIVATE DRIVEWAY SERVES AS THE REQUIRED FIRE APPARATUS ACCESS ROAD, IT SHALL COMPLY WITH SECTION 503 AND SHALL EXTEND TO WITHIN 150 FEET OF ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS REQUIRED BY SECTION 503.1.

INCAPABLE OF SELF-PRESERVATION. PERSONS WHO, BECAUSE OF AGE, PHYSICAL LIMITATIONS, MENTAL LIMITATIONS, CHEMICAL DEPENDENCY OR MEDICAL TREATMENT, CANNOT RESPOND AS AN INDIVIDUAL TO AN EMERGENCY SITUATION. THIS INCLUDES MODERATE SEDATION, DEEP SEDATION, AND GENERAL ANESTHESIA AS DEFINED IN CCR 709-1.14 - ANESTHESIA

~~G. Section 307.4.1 is amended to read as follows:~~

~~307.4.1 Bonfires. A bonfire shall not be conducted without approved permitting within the municipal limits of the Town of Castle Rock or anywhere within the Castle Rock Fire Protection District. Permitting is at the discretion of the Fire Chief and Fire Marshal.~~

F. SECTION 307, OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES, IS AMENDED BY THE ADDITION OF A NEW SECTION 307.4.4, WHICH SECTION READS AS FOLLOWS:

SECTION 307.4.4 SOLID FUELS. ALL SOLID FUELS SHALL REQUIRE AN OPERATIONAL PERMIT AND APPROVAL BY THE FIRE CODE OFFICIAL.

EXEMPTIONS: THE FOLLOWING SOLID FUELS ARE PERMITTED FOR USE IN APPROVED FIRE PITS, FIREPLACES, AND SOLID-FUEL BURNING APPLIANCES WITHOUT A PERMIT:

1. CURED, DRIED WOOD;

2. CHARCOAL; AND

3. WOOD PELLETS.

G. SECTION 308.1.7, SKY LANTERNS, IS AMENDED TO READ AS FOLLOWS:

SKY LANTERNS ARE PROHIBITED FOR USE BY ANY PERSON.

H. SECTION 314.4, VEHICLES, IS AMENDED TO READ AS FOLLOWS:

ELECTRIC, LIQUID-FUELED, OR GASEOUS-FUELED VEHICLES, AIRCRAFT, BOATS, OR OTHER MOTOR CRAFT SHALL NOT BE LOCATED INDOORS EXCEPT AS FOLLOWS:

1. THE ENGINE STARTING SYSTEM IS MADE INOPERABLE OR IGNITION BATTERIES ARE DISCONNECTED EXCEPT WHERE THE FIRE CODE OFFICIAL REQUIRES THAT THE BATTERIES REMAIN CONNECTED TO MAINTAIN SAFETY FEATURES.

2. FUEL IN FUEL TANKS DOES NOT EXCEED ANY OF THE FOLLOWING:

    2.1. CLASS I, II, AND III LIQUID FUEL DOES NOT EXCEED ONE-QUARTER TANK OR 5 GALLONS (19 L), WHICHEVER IS LESS.

    2.2. LP GAS DOES NOT EXCEED ONE-QUARTER TANK OR 6.6 GALLONS (25 L), WHICHEVER IS LESS.

    2.3. CNG DOES NOT EXCEED ONE-QUARTER TANK OR 630 CUBIC FEET (17.8 M3), WHICHEVER IS LESS.

    2.4. HYDROGEN DOES NOT EXCEED ONE-QUARTER TANK OR 2,000 CUBIC FEET (57 M3), WHICHEVER IS LESS.

3. FUEL TANKS AND FILL OPENINGS ARE CLOSED AND SEALED TO PREVENT TAMPERING.

4. VEHICLES, AIRCRAFT, BOATS, OR OTHER MOTOR CRAFT EQUIPMENT ARE NOT FUELED OR DEFUELED WITHIN THE BUILDING.

5. BATTERIES IN ELECTRIC VEHICLES SHALL BE RENDERED INOPERABLE BY THE REMOVAL OF FUSES OR OTHER APPROVED METHODS BUT SHALL NOT BE REQUIRED TO BE DISCONNECTED. ELECTRIC VEHICLES SHALL NOT BE CHARGED INSIDE BUILDINGS, OTHER THAN WHERE APPROVED IN PARKING GARAGES, OR UNLESS OTHERWISE APPROVED BY THE FIRE CODE OFFICIAL.

I. SECTION 320, LITHIUM-ION AND LITHIUM METAL BATTERY STORAGE, IS AMENDED BY THE ADDITION OF A NEW SECTION 320.4.1.1, WHICH SECTION READS AS FOLLOWS:

320.4.1.1 DAMAGED BATTERIES.

LITHIUM-ION BATTERIES AND LITHIUM METAL BATTERIES THAT ARE DAMAGED, DEFECTIVE, RECALLED, INVOLVED IN THERMAL RUNAWAY, OVERHEATING, OFF-GASSING, ELECTROLYTE LEAKAGE, VISIBLE DEFORMATION, IMPACT DAMAGE, FIRE EXPOSURE, OR OTHERWISE

DETERMINED BY THE FIRE CODE OFFICIAL TO PRESENT AN INCREASED FIRE RISK SHALL NOT BE STORED INSIDE A BUILDING.

EXCEPTION:

DAMAGED BATTERIES SHALL BE PERMITTED TO BE STORED INSIDE A BUILDING WHERE APPROVED BY THE FIRE CODE OFFICIAL AND WHERE SUCH BATTERIES ARE STORED IN A MANNER THAT ISOLATES THEM FROM ALL OTHER BATTERIES BY ONE OF THE FOLLOWING METHODS:

1. IN A DEDICATED ROOM SEPARATED FROM OTHER BATTERY STORAGE BY NOT LESS THAN A 2-HOUR FIRE BARRIER.

2. IN AN APPROVED NONCOMBUSTIBLE CABINET, CONTAINER, OR ENCLOSURE USED SOLELY FOR DAMAGED BATTERIES.

3. AT A SEPARATION DISTANCE OF NOT LESS THAN 10 FEET FROM OTHER BATTERIES AND COMBUSTIBLE MATERIALS, OR BY AN APPROVED NONCOMBUSTIBLE BARRIER.

DAMAGED BATTERIES STORED INDOORS SHALL BE KEPT ONLY IN THE MINIMUM QUANTITY NECESSARY FOR COLLECTION, EVALUATION, OR DISPOSAL AND SHALL BE REMOVED FROM THE BUILDING WITHOUT UNNECESSARY DELAY.

~~H. Section 503.2.5 is amended to read as follows:~~

~~503.2.5 Dead-ends and cul-de-sacs. Fire apparatus access roads that are dead-ends in excess of 150 feet (45720 mm) in length shall be provided with an approved area for turning around fire apparatus. Fire apparatus access roads that are dead-ends or cul-de-sacs in excess of 600 feet (182.88 mm) in length shall require an approved automatic sprinkler system to be installed in all structures in accordance with the requirements of Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3.~~

~~Exception: The Fire Code Official may waive the requirement of an automatic sprinkler system if all of the following requirements are met:~~

~~1. Fire hydrant is on a looped water distribution system; and~~

~~2. Access road meets IFC Section 503.2 of the Castle Rock Transportation Design Criteria Manual; and~~

~~3. Structures that are ≤ 5,000 total square feet, including all floors and garage; and~~

~~4. Within the Standards of Cover benchmark response time.~~

~~I. Section 503.2.5 is amended to add a new subparagraph 503.2.5.1 Flag Lots to read as follows:~~

~~503.2.5.1 Flag Lots. Fire apparatus roads to flag lots shall be installed in accordance with Section 503.~~

~~Exception: An approved driveway surface and an approved automatic sprinkler system installed in all structures on the flag lots in accordance with the requirements of Sections 903.3.1.1, 903.3.1.2, or 903.3.1.3.~~

~~J. Section 503.3 is amended to read as follows:~~

~~503.3 Marking. Where required by the Fire Code Official, approved signs or other approved notices or markings that include the words "NO PARKING - FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Signage and placement shall be pursuant to the requirements of the Fire Code Official.~~

J. SECTION 503.4, OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS, IS AMENDED TO READ AS FOLLOWS:

OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS. FIRE APPARATUS ACCESS ROADS SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. THE MINIMUM WIDTHS AND CLEARANCES ESTABLISHED IN SECTIONS 503.2.1 AND 503.2.2 SHALL BE MAINTAINED AT ALL TIMES. ANY VIOLATION OF THIS SECTION SHALL BE DEEMED A TRAFFIC INFRACTION WITHIN THE MEANING OF SECTION 10.04.040.A, CRMC.

K. Section 505.1, ADDRESS IDENTIFICATION, is amended to read as follows:

~~505.1 Address identification.~~ New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numerals shall be Arabic numbers or alphabetic letters. Numbers shall not be spelled out. Each character shall not be less than 6-inches (152.4 mm) in height with a minimum stroke width of 1-inch (25.4 mm). Where required by the Fire Code Official, address identification shall be INCREASED IN SIZE AND/OR provided in additional approved locations to facilitate emergency response. When access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign shall be used to identify the structure. Address identification shall be maintained.

~~Emergency response door addressing of all required doors shall be pursuant to the requirements of the Fire Code Official.~~

~~Exception: The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background.~~

~~Emergency response door addressing is not required on one- and two-family dwellings.~~

L. SECTION 505, PREMISES IDENTIFICATION, IS AMENDED BY THE ADDITION OF A NEW SECTION 505.3, WHICH SECTION READS AS FOLLOWS:

505.3 EMERGENCY RESPONSE DOOR IDENTIFICATION. THE REQUIREMENTS GOVERNING EMERGENCY RESPONSE DOOR IDENTIFICATION SHALL BE AS SET FORTH IN SECTIONS 505.3.1 THROUGH 505.3.8.

505.3.1 GENERAL. WHERE REQUIRED BY THE FIRE CODE OFFICIAL, EXTERIOR DOORS SERVING COMMERCIAL OR MULTI-TENANT BUILDINGS SHALL BE IDENTIFIED WITH APPROVED REFLECTIVE BLUE LETTERING TO ASSIST EMERGENCY RESPONDERS IN RAPID DOOR IDENTIFICATION DURING EMERGENCY OPERATIONS.

505.3.2 APPLICABILITY. EXTERIOR DOOR IDENTIFICATION SHALL BE PROVIDED FOR THE FOLLOWING:

1. COMMERCIAL BUILDINGS.

2. BUILDINGS WHERE, IN THE OPINION OF THE FIRE CODE OFFICIAL, DOOR IDENTIFICATION WILL ENHANCE EMERGENCY ACCESS, FIREFIGHTER SAFETY, OR OCCUPANT LOCATION IDENTIFICATION.

   EXCEPTIONS:

   1. STRIP SHOPPING CENTERS CONTAINING ONLY MERCANTILE OCCUPANCIES WHERE FRONT AND REAR DOORS ARE CLEARLY IDENTIFIED BY APPROVED SUITE OR UNIT NUMBERING, WHEN APPROVED BY THE FIRE CODE OFFICIAL.

   2. DETACHED ACCESSORY STRUCTURES NOT NORMALLY OCCUPIED.

   3. EXTERIOR DOORS SERVING ONLY ELECTRICAL ROOMS, RISER ROOMS, MECHANICAL ROOMS, OR SIMILAR UNOCCUPIED SERVICE SPACES, PROVIDED SUCH DOORS ARE PERMANENTLY MARKED WITH SIGNAGE IDENTIFYING THE ROOM USE.

4. BUILDINGS WHERE THE FIRE CODE OFFICIAL DETERMINES THAT DOOR LETTERING WOULD NOT PROVIDE OPERATIONAL BENEFIT. APPROVED EXCEPTIONS SHALL BE DOCUMENTED IN THE OCCUPANCY FILE.

505.3.3 IDENTIFICATION SPECIFICATIONS. DOOR IDENTIFICATION LETTERING SHALL COMPLY WITH THE FOLLOWING:

1. CHARACTERS SHALL BE SAPPHIRE BLUE IN COLOR AND REFLECTIVE.

2. CHARACTERS SHALL BE NOT LESS THAN SIX (6) INCHES IN HEIGHT WITH A MINIMUM STROKE WIDTH OF THREE-QUARTERS (¾) INCH.

3. CHARACTERS SHALL CONTRAST WITH THE BACKGROUND SURFACE.

4. LETTERS SHALL BE DURABLE, WEATHER-RESISTANT, AND PERMANENTLY AFFIXED.

505.3.4 LETTERING SEQUENCE.

1. THE MAIN ENTRANCE, DEFINED AS THE STREET-ADDRESSED ENTRANCE, SHALL BE DESIGNATED AS “A.”

2. LETTERING SHALL PROCEED CLOCKWISE AROUND THE BUILDING EXTERIOR AT GRADE PLANE.

3. WHERE NO MAIN ENTRANCE IS IDENTIFIABLE, LETTERING SHALL BEGIN AT THE LEFTMOST CORNER OF THE BUILDING FRONTAGE AND PROCEED CLOCKWISE.

4. WHERE THE NUMBER OF DOORS EXCEEDS TWENTY-SIX (26), LETTERING SHALL CONTINUE WITH DOUBLE-LETTER DESIGNATIONS (AA, AB, AC, ETC.).

5. DOORS INSTALLED AFTER INITIAL DESIGNATION SHALL BE LABELED USING THE PRECEDING LETTER FOLLOWED BY A NUMERAL (E.G., D1).

505.3.5 BELOW-GRADE DOORS. WHERE A PRIMARY ENTRANCE IS LOCATED BELOW GRADE PLANE, SUCH DOORS SHALL BE DESIGNATED NUMERICALLY BEGINNING WITH “1” AND PROCEEDING CLOCKWISE.

505.3.6 PLACEMENT.

1. ON THE EXTERIOR, LETTERS SHALL BE PLACED IN THE UPPER RIGHT CORNER OF THE DOOR WHEN FACING THE DOOR.

2. ON THE INTERIOR, LETTERS SHALL BE PLACED IN THE LOWER RIGHT CORNER WHEN FACING THE DOOR.

3. LETTERS SHALL BE PLAINLY VISIBLE AND UNOBSTRUCTED.

505.3.7 INSTALLATION AND MAINTENANCE.

1. REQUIRED DOOR IDENTIFICATION SHALL BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

2. EXISTING BUILDINGS REQUIRED TO COMPLY SHALL INSTALL DOOR IDENTIFICATION WITHIN A TIME FRAME ESTABLISHED BY THE FIRE CODE OFFICIAL.

3. DOOR IDENTIFICATION SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED, REMOVED, OR RENDERED ILLEGIBLE.

505.3.8 AUTHORITY. THE FIRE CODE OFFICIAL IS AUTHORIZED TO REQUIRE EXTERIOR DOOR IDENTIFICATION WHERE NECESSARY TO SUPPORT FIREFIGHTER SAFETY, EMERGENCY RESPONSE EFFICIENCY, OR OCCUPANT LIFE SAFETY.

M. SECTION 506.1, KEY BOXES - WHERE REQUIRED, IS AMENDED TO READ AS FOLLOWS:

WHERE ACCESS TO OR WITHIN A STRUCTURE OR AN AREA IS RESTRICTED BECAUSE OF SECURED OPENINGS OR WHERE IMMEDIATE ACCESS IS NECESSARY FOR LIFE-SAVING OR FIREFIGHTING PURPOSES, THE FIRE CODE OFFICIAL IS AUTHORIZED TO REQUIRE A KEY BOX TO BE INSTALLED IN AN APPROVED LOCATION. THE KEY BOX SHALL BE A KNOX MODEL 4400, LISTED IN ACCORDANCE WITH UL 1037, AND SHALL CONTAIN KEYS TO GAIN NECESSARY ACCESS AS REQUIRED BY THE FIRE CODE OFFICIAL. THE KEY BOX SHALL BE MOUNTED, 5 FEET 6 INCHES TO CENTER OF BOX

M. SECTION 506, KEY BOXES, IS AMENDED BY THE ADDITION OF A NEW SECTION 506.3, WHICH SECTION READS AS FOLLOWS:

506.3 MASTER KEY SYSTEM REQUIRED. THE REQUIREMENTS GOVERNING MASTER KEY SYSTEMS SHALL BE AS SET FORTH IN SECTIONS 506.3.1 THROUGH 506.3.6.

506.3.1 GENERAL. IN ADDITION TO THE REQUIREMENTS OF SECTION 506.1, AN APPROVED MASTER KEY SYSTEM SHALL BE PROVIDED FOR ALL NEW BUILDINGS AND STRUCTURES.

506.3.2 APPLICABILITY. THIS SECTION SHALL APPLY TO ALL NEW COMMERCIAL BUILDINGS, MULTI-FAMILY RESIDENTIAL BUILDINGS, MIXED-USE BUILDINGS, AND OTHER OCCUPANCIES REGULATED BY THIS CODE.

EXCEPTIONS:

1. GROUP R-3 OCCUPANCIES.

2. GROUP R-4 OCCUPANCIES.

506.3.3 KEYING REQUIREMENTS.

1. ALL EXTERIOR DOORS, TENANT SPACES, COMMON AREAS, MECHANICAL ROOMS, ELECTRICAL ROOMS, ELECTRICAL PANELS, FIRE ALARM CONTROL PANELS, FIRE RISER ROOMS, AND SECURED INTERIOR AREAS SHALL BE CAPABLE OF ACCESS BY A MASTER KEY.

2. THE MASTER KEY SHALL PROVIDE ACCESS TO ALL AREAS NECESSARY FOR FIRE SUPPRESSION, EMERGENCY MEDICAL RESPONSE, FIRE ALARM INVESTIGATION, AND LIFE SAFETY OPERATIONS.

3. WHEN ACCESS CONTROL THROUGH KEY CARD IS INSTALLED, TWO KEY CARDS WITH MASTER ACCESS SHALL BE REQUIRED FOR EACH KNOX BOX.

4. THE KEYING SYSTEM SHALL BE COORDINATED WITH THE FIRE CODE OFFICIAL PRIOR TO INSTALLATION.

506.3.4 KNOX KEY DEPOSIT.

1. A MINIMUM OF TWO (2) MASTER KEYS SHALL BE SECURED WITHIN AN APPROVED KEY BOX MEETING THE REQUIREMENTS OF SECTION 506.1.

2. KEYS SHALL BE CLEARLY LABELED.

506.3.5 INSTALLATION TIMING. THE REQUIRED MASTER KEY SYSTEM AND KEY DEPOSIT SHALL BE PROVIDED PRIOR TO FINAL INSPECTION OR ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

506.3.6 MAINTENANCE. THE OWNER SHALL MAINTAIN THE MASTER KEY SYSTEM IN OPERABLE CONDITION. FAILURE TO MAINTAIN REQUIRED KEY ACCESS SHALL CONSTITUTE A VIOLATION OF THIS CODE.

N. SECTION 507.5.4, OBSTRUCTION, IS AMENDED TO READ AS FOLLOWS:

UNOBSTRUCTED ACCESS TO FIRE HYDRANTS SHALL BE MAINTAINED AT ALL TIMES. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR FIRE HYDRANTS. ANY VIOLATION OF THIS SECTION SHALL BE DEEMED A TRAFFIC INFRACTION WITHIN THE MEANING OF SECTION 10.04.040.A, CRMC.

~~L. The 2018 International Fire Code is amended to add a new subsection 901.2.2 to read as follows:~~

~~901.2.2 Relocations and additions to existing automatic sprinkler systems. Relocations or additions to commercial automatic sprinkler systems of less than 20 sprinkler heads shall be pursuant to the requirements of the Fire Code Official. Relocations or additions to residential automatic sprinkler systems of less than 5 sprinkler heads shall be pursuant to the requirements of the Fire Code Official.~~

O. SECTION 901, GENERAL, IS AMENDED BY THE ADDITION OF A NEW SECTION 901.6.1.1, WHICH SECTION READS AS FOLLOWS:

901.6.1.1 STANDPIPE TESTING. BUILDING OWNERS/REPRESENTATIVES MUST MAINTAIN AND TEST STANDPIPE SYSTEMS AS PER NFPA 25 REQUIREMENTS. THE FOLLOWING ADDITIONAL REQUIREMENTS SHALL BE APPLIED TO THE TESTING THAT IS REQUIRED EVERY 5 YEARS:

1. THE PIPING BETWEEN THE FIRE DEPARTMENT CONNECTION (FDC) AND THE STANDPIPE SHALL BE BACKFLUSHED OR INSPECTED BY APPROVED CAMERA WHEN FOREIGN MATERIAL IS PRESENT OR WHEN CAPS ARE MISSING, AND ALSO HYDROSTATICALLY TESTED FOR ALL FDC'S ON ANY TYPE OF STANDPIPE SYSTEM. HYDROSTATIC TESTING SHALL ALSO BE CONDUCTED IN ACCORDANCE WITH NFPA 25 REQUIREMENTS FOR THE DIFFERENT TYPES OF STANDPIPE SYSTEMS.

2. FOR ANY MANUAL (DRY OR WET) STANDPIPE SYSTEM NOT HAVING AN AUTOMATIC WATER SUPPLY CAPABLE OF FLOWING WATER THROUGH THE STANDPIPE, THE TESTER SHALL CONNECT HOSE FROM A FIRE HYDRANT OR PORTABLE PUMPING SYSTEM (AS APPROVED BY THE FIRE CODE OFFICIAL) TO EACH FDC, AND FLOW WATER THROUGH THE STANDPIPE SYSTEM TO THE ROOF OUTLET TO VERIFY THAT EACH INLET CONNECTION FUNCTIONS PROPERLY. CONFIRM THAT THERE ARE NO OPEN HOSE VALVES PRIOR TO INTRODUCING WATER INTO A DRY STANDPIPE. THERE ARE NO REQUIRED PRESSURE CRITERIA AT THE OUTLET. VERIFY THAT CHECK VALVES FUNCTION

PROPERLY AND THAT THERE ARE NO CLOSED CONTROL VALVES ON THE SYSTEM.

3. ANY PRESSURE RELIEF, REDUCING, OR CONTROL VALVES SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 25. ALL HOSE VALVES SHALL BE EXERCISED.

4. IF THE FDC IS NOT ALREADY PROVIDED WITH APPROVED CAPS, THE CONTRACTOR SHALL INSTALL SUCH CAPS FOR ALL FDC'S AS REQUIRED BY THE FIRE CODE OFFICIAL.

5. ADDITIONALLY, RECORDS OF THE TESTING SHALL BE MAINTAINED BY THE OWNER AND CONTRACTOR, IF APPLICABLE, AS REQUIRED BY THE STATE RULES MENTIONED ABOVE AND NFPA 25.

6. STANDPIPE SYSTEM TESTS WHERE WATER WILL BE FLOWED EXTERNAL TO THE BUILDING SHALL NOT BE CONDUCTED DURING FREEZING CONDITIONS OR DURING THE DAY PRIOR TO EXPECTED NIGHTTIME FREEZING CONDITIONS.

~~M. Section 901.6.3 is amended to read as follows:~~

~~901.6.3 Records. Records of all system inspections, testing and maintenance required by the referenced standards shall be maintained on the premises for a minimum period of three (3) years and shall be electronically copied to the Fire Code Official.~~

~~N. The 2018 International Fire Code is amended to add a new subsection 907.6.4 to read as follows:~~

~~907.6.4 False or nuisance alarms. False or nuisance alarms are dangerous to the life safety of the public and fire fighters responding.~~

~~False Alarms. Following a response to a false alarm from a fire protection system, the Fire Code Official may issue a summons in accordance with Section 109.6 and §18-8-111, C.R.S.~~

~~Nuisance Alarms. Following the response to three (3) nuisance alarms from a fire protection system in any consecutive 90-day period, the Fire Code Official may issue a summons in accordance with Section 109.4.~~

~~O. Section 903.2 is amended to read as follows:~~

~~903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Refer to Section 503.2.5 and 503.2.5.1 for additional automatic sprinkler system requirements.~~

P. Section 903.3.1.3, NFPA 13D SPRINKLER SYSTEMS, is amended to read as follows:

~~903.3.1.3 NFPA 13D sprinkler systems.~~ Automatic sprinkler systems installed in one- and two-family dwellings, Group R-3, Group R-4, Condition 1 and townhomes shall be installed throughout in accordance with the current edition of NFPA 13D. Sprinkler coverage shall be above all doors in the garage that connect to the living space.

Q. SECTION 903.3.9, HIGH-RISE BUILDING FLOOR CONTROL VALVES, IS AMENDED TO READ AS FOLLOWS:

APPROVED SUPERVISED INDICATING CONTROL VALVES, SHALL BE PROVIDED AT THE POINT OF CONNECTION TO THE RISER OF EACH FLOOR IN ALL MULTI-STORY BUILDINGS.

~~Q. Section 903.4 is amended by the deletion of Exception #3.~~

R. Section 903.4.2, ALARMS, is amended to read as follows:

~~903.4.2 Alarms.~~ An approved audible and visual device(s) location on the exterior of the building or structure in an approved location shall be connected to each ~~automatic sprinkler~~ FIRE ALARM system. Such ~~sprinkler water-flow~~ device(s) shall be activated by ~~the water flow equivalent of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, activation of the automatic sprinkler system shall actuate a~~ ANY general alarm from the building fire alarm system.

~~S. Section 903.4.3 is amended to read as follows:~~

~~903.4.3 Floor Control Valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser of each floor in all multi-story buildings or structures.~~

~~T. Section 5001.5.2 is amended by the addition of a new subsection 10, to read as follows:~~

~~10. All businesses shall report their chemicals to the following website: http://apps.douglas.co.us/apps/hazmat/login.xhtml.~~

~~U~~ S. Section 5601.1.3, FIREWORKS – EXCEPTIONS, is amended ~~to include the following~~ BY THE ADDITION OF A NEW ~~Exception #~~ SUBSECTION 5, WHICH SUBSECTION READS AS FOLLOWS:

5. Fireworks shall be regulated by Title 12, Article 28, C.R.S., and Chapter 8.24, CRMC. The established time for the use of permissive fireworks is between the hours of 08:00 AM and 10:00 PM on July 4th.

~~V~~ T. Section 5601.2.2, SALES AND RETAIL DISPLAY, is amended to read as follows:

~~5601.2.2 Sales and retail display.~~ No person shall construct a retail display or offer for sale explosives, explosive material or fireworks upon highways, sidewalks, public property, or in Group A, B, E, F, H, I, M, R, S, or U occupancies. All retail display or offer for sale shall be pursuant to the requirements of the Fire Code Official.

~~W~~ U. ~~The 2018 International Fire Code~~ SECTION 5607, BLASTING, is amended by the addition of a new ~~subsection~~ SECTION 5607.1.1, ~~to~~ WHICH SECTION readS as follows:

~~5607.1.1~~ Pre-blast survey. Prior to any blasting, the approved blasting contractor shall have a third-party company perform pre-blast surveys on all structures within 500 feet (152.4 m) of the blast site upon approval of the property owner. Should the owner, operator, occupant, or other person responsible for the property refuse the survey, the third-party company shall provide written documentation of the refusal to the owner, operator, occupant or other person responsible for the property and the blasting contractor and the Fire Code Official.

~~X~~ V. ~~The 2018 International Fire Code~~ SECTION 5607, BLASTING, is amended by the addition of a new ~~subsection~~ SECTION 5607.1.2, WHICH SECTION ~~to~~ readS as follows:

~~5607.1.2~~ Pre-blast notifications. Prior to any blasting or pre-blast surveys, the approved blasting contractor shall notify all occupied structures and property owners of unoccupied buildings or structures within 1,000 feet (304.8 m) of the property lines of the site upon which any blasting operations are to occur by certified mail or direct delivery. This notification shall include that blasting is scheduled and that a third-party company will be conducting pre-blast surveys within 500 feet (152.4 m) of the blast site, as required by Section 5607.1.1. The blasting contractor shall provide a copy of the written documentation and the documentation of the owner, operator, occupant or other person responsible for the property that were notified to the Fire Code Official. The Fire Code Official reserves the right to require notifications beyond the 1,000 feet (304.8 m), depending on the site conditions and proximity to existing residential and/or commercial properties.

Section 41. **Amendment**. Section 15.18.040 of the Castle Rock Municipal Code is amended to read as follows:

15.18.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~ COMMENCEMENT OF WORK WITHOUT A VALID PERMIT AS REQUIRED UNDER THIS CHAPTER MAY BE SUBJECT TO PAYMENT OF A PENALTY IN AN AMOUNT EQUAL TO THE REQUIRED PERMIT FEE, WHICH PENALTY SHALL BE IN ADDITION TO THE REQUIRED PERMIT FEE.

Section 42. **Amendment**. Subsection 15.20.040.A of the Castle Rock Municipal Code is amended to read as follows:

15.20.040 - Permit fees.

A. Permit fees for the erection, construction, alteration, repair, move, conversion, change, or change in use or occupancy of any building or structure regulated by this Code shall be assessed and collected in the amounts and at the times set forth in the Development Services Fee Schedule ~~as defined in Section 2.25.020 of this Code~~.

Section 43. **Amendment**. Section 15.20.050 of the Castle Rock Municipal Code is amended to read as follows:

15.20.050 - Violation; penalty.

A. The Fire Code Official, Chief Building Official, ~~code enforcement officer,~~ or ANY other designated Town official shall be empowered to issue ~~summons and complaints~~ CITATIONS, stop-work orders, cease and desist orders, or closure orders to any person found in violation of ~~2025 Colorado Wildfire Resiliency Code~~ THIS CHAPTER.

~~B. Any person convicted of a violation of any provision of the 2025 Colorado Wildfire Resiliency Code shall be punished as provided by Chapter 1.08 of this Code.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person.~~

~~D.~~ Commencement of work without a valid permit as required under this Chapter may be subject to payment of a ~~surcharge~~ PENALTY in ~~the~~ AN amount equal to the ~~original~~ REQUIRED permit fee, which ~~surcharge~~ PENALTY shall be in addition to the required permit fee.

Section 44. **Amendment**. Section 15.22.010 of the Castle Rock Municipal Code is amended to read as follows:

15.22.010 - Adoption.

A. The following code is adopted by reference: Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as hereafter set out (published by the International

Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL, 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. ~~Three copies~~ One copy of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 45. **Amendment**. Section 15.22.030 of the Castle Rock Municipal Code is amended to read as follows:

15.22.030 - Amendments.

The following amendments~~, additions and deletions~~ are made to the Uniform Code for the Abatement of Dangerous Buildings:

A. Section 103, ~~amend~~ Alterations, additions and repairs, IS AMENDED to read AS FOLLOWS:

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of the International Existing Building Code.

B. ~~Section 301, amend~~ THE definition of "Building Code" IN SECTION 301, DEFINITIONS, IS AMENDED to read as follows:

BUILDING CODE is the International Residential Code for one- and two-family dwellings or the International Building Code for other occupancies.

C. Section 301, DEFINITIONS, IS AMENDED ~~repeal~~ BY DELETING the definition of "Housing Code" IN ITS ENTIRETY.

D. SUBSECTION 1 OF Section 302, ~~amend~~ Dangerous Building, ~~Item #1~~ IS AMENDED to read as follows:

1. Whenever any required exit door, aisle, passageway, stairway or other means of exit has become an insufficient width or size, or has become so arranged as to provide an unsafe and inadequate means of exit in case of fire or panic.

E. SUBSECTION 13 OF Section 302, ~~amend~~ Dangerous Building, ~~Item #13~~ IS AMENDED to read as follows:

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this jurisdiction, as specified in THE Building Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

Section 46. **Amendment**. Section 15.22.040 of the Castle Rock Municipal Code is amended to read as follows:

15.22.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY in ~~the~~ AN amount equal to the ~~original~~ REQUIRED permit fee, WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 47. **Amendment**. Section 15.24.010 of the Castle Rock Municipal Code is amended to read as follows:

15.24.010 - Adoption.

A. The following code is adopted by reference: International Existing Building Code, ~~2018~~ 2024 Edition, regulating and governing the use and reuse of existing buildings, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 48. **Amendment**. Section 15.24.040 of the Castle Rock Municipal Code is amended to read as follows:

15.24.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY in ~~the~~ AN amount equal to the ~~original~~ REQUIRED permit fee, WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 49. **Amendment**. Section 15.26.010 of the Castle Rock Municipal Code is amended to read as follows:

15.26.010 - Adoption.

A. The following code is adopted by reference: International Swimming Pool and Spa Code, ~~2018~~ 2024 Edition, regulating and governing swimming pools, spas, hot tubs, aquatic facilities, as hereafter set out (published by the International Code Council, Inc., ~~4051 West Flossmoor Road, Country Club Hills, IL 60478-5795~~ MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001).

B. The subject matter of the code concerns regulations to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

C. One copy ~~and an electronic version~~ of the above-referenced code shall be maintained on file at the Development Services Department, and may be inspected during regular business hours, the same being adopted as if set out at length herein.

Section 50. **Amendment**. Section 15.26.020 of the Castle Rock Municipal Code is amended to read as follows:

15.26.020 - Application.

The provisions of the adopted code shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

Section 51. **Amendment**. Section 15.26.040 of the Castle Rock Municipal Code is amended to read as follows:

15.26.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official or any other designated Town official shall be empowered to issue citations, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person who violates any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this ~~Title 15~~ CHAPTER may be subject to payment of ~~an additional fee~~ A PENALTY in ~~the~~ AN amount equal to the ~~original~~ REQUIRED permit fee, WHICH PENALTY SHALL BE in addition to the required permit fee.

Section 52. **Amendment**. Section 15.28.010 of the Castle Rock Municipal Code is amended to read as follows:

15.28.010 - Adoption.

A. The Town adopts by reference the following codes, except to the extent the same are amended by a Memorandum of Agreement between the Town and the Director of the

Division of Oil and Public Safety within the Colorado Department of Labor and Employment or such Director's designee:

1. ASME A17.1 – ~~2019~~ 2022 Edition, Safety Code for Elevators and Escalators, as published by the American Society of Mechanical Engineers, TWO PARK AVENUE, SUITE 1600, NEW YORK, NY 10016-5990;

2. ASME A18.1 – ~~2017~~ 2020 Edition, Safety Standard for Platform Lifts and Stairway Chairlifts, as published by the American Society of Mechanical Engineers, TWO PARK AVENUE, SUITE 1600, NEW YORK, NY 10016-5990;

3. ASME A17.3 – ~~2005~~ 2023 Edition, Safety Code for Existing Elevators and Escalators, as published by the American Society of Mechanical Engineers, TWO PARK AVENUE, SUITE 1600, NEW YORK, NY 10016-5990;

4. ASCE 21 – ~~2013~~ 2021, Parts 1—~~4~~, 2013 Edition, Automated People Mover Standards, as published by the American Society of Civil Engineers, 1801 ALEXANDER BELL DRIVE, RESTON, VA 20191;

5. ANSI A117.1 – ~~2009~~ 2017 Edition, accessible and useable buildings and facilities, as published by the International Code Council, INC., MASSACHUSETTS AVENUE, NW, SUITE 250, WASHINGTON, DC 20001.

B. The purpose of the above-referenced codes is to provide minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to firefighters and emergency responders during emergency operations.

~~B~~ C. One copy of each of the above-referenced codes shall be maintained on file at the Development Services Department, and may be inspected during regular business hours.

Section 53. **Amendment**. Section 15.28.020 of the Castle Rock Municipal Code is amended to read as follows:

15.28.020 - Application.

The provisions of the adopted codes shall apply to the construction, alteration, moving of buildings, demolition, repair and use of any building or structure within the Town, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by code and hydraulic flood control structures. ~~Applicants may submit permit applications and plan reviews in compliance with these adopted codes prior to August 1, 2019. Master Production Plans, those submitted to the Town for reuse on a minimum of four structures, should comply with the provisions in these adopted codes by January 1, 2020.~~ Required construction documents shall be submitted electronically, in PDF format. Construction drawings

shall be drawn to an appropriate scale. Any document (plans, drawings, reports, surveys, etc.) prepared by an architect or engineer must bear such architect or engineer's seal and signature.

Section 54. **Amendment**. Section 15.28.040 of the Castle Rock Municipal Code is amended to read as follows:

15.28.040 - Violation; penalty.

A. The Chief Building Official, Fire Code Official, ~~Code Enforcement Officer,~~ or ANY other designated Town official shall be empowered to issue ~~summons and complaints~~ CITATIONS, stop work orders, cease and desist orders or closure orders to any person found in violation of this Chapter.

B. ~~Any person convicted of a violation of any of the provisions of this Chapter shall be punished by a fine of not more than $1,000.00 or by imprisonment not to exceed one year, or by both such fine and imprisonment.~~

~~C. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by such person.~~

~~D.~~ Commencement of work without a valid permit as required under this Chapter may be subject to payment of a ~~surcharge~~ PENALTY in ~~the~~ AN amount equal to the ~~original~~ REQUIRED permit fee, which ~~surcharge~~ PENALTY shall be in addition to the required permit fee.

Section 55. **Amendment**. Subsections 15.30.010.A.3 and A.4 of the Castle Rock Municipal Code are amended to read as follows:

15.30.010 - Administration.

A. General.

3. Electrical. The provisions of the National Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. Provisions of Chapter 34 through Chapter ~~42~~ 43 of the International Residential Code shall be considered as general requirements. To the extent a conflict exists between Chapter 34 through Chapter ~~42~~ 43 of the International Residential Code and the National Electrical Code, the National Electrical Code, as adopted and amended by the Town, shall apply~~, except in Sections 15.06.030.Z and 15.06.030.AB~~.

4. Plumbing. Private sewage disposal shall be administered by the ~~Tri-County~~ DOUGLAS COUNTY Health Department and a building certificate of occupancy shall not be issued without approvals from ~~Tri-County Health~~ SUCH DEPARTMENT.

Section 56. **Amendment**. Subsection 15.30.040.C of the Castle Rock Municipal Code is amended to read as follows:

15.30.040 - Fees.

C. Plan review fees. When submittal documents are required by this Code FOR COMMERCIAL PERMITS, RESIDENTIAL CUSTOM HOMES, RESIDENTIAL ATTACHED HOMES, AND RESIDENTIAL MASTER PLANS, a nonrefundable plan review fee deposit shall be paid at the time of submitting ~~the submittal~~ SUCH documents for plan review. Said plan review fee shall be IN AN AMOUNT EQUAL TO 65% of the APPLICABLE building permit fee as set forth and published in the Development Services Fee Schedule. ~~After plan review is completed, a credit or debit shall be applied to the building permit as required.~~

1. The plan review fees specified in this section are separate fees from the permit fees specified in the Development Services Fee Schedule and are in addition to the permit fees.

2. When submittal documents are incomplete or changed to require additional plan reviews or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate set forth and published in the Development Services Fee Schedule ~~title "additional plan reviews, as it is amended from time to time~~.

Section 57. **Amendment**. Section 15.30.050 of the Castle Rock Municipal Code is amended to read as follows:

15.30.050 - Building permit valuations.

The building permit valuation shall be determined by the Chief Building Official based upon the ~~2009~~ Town of Castle Rock Building Valuation Data Table, AS SET FORTH AND PUBLISHED IN THE DEVELOPMENT SERVICES FEE SCHEDULE.

Section 58. **Amendment**. Section 15.30.060 of the Castle Rock Municipal Code is amended to read as follows:

15.30.060 - Permit fees.

A. ~~Subject to Subsection 2.25.030.A of this Code, e~~Every person applying for a permit shall pay fees in the amount and at the time as required and as set forth in the Development Services Fee Schedule~~, as defined in Section 15.01.020~~. Any fees not previously collected shall be collected at, and as a condition to, the issuance of a certificate of occupancy for the structure.

B. A Cherry Creek Basin building permit fee shall also be assessed to all new construction located within that portion of the Town which is within the boundary of the Cherry Creek

Basin Water Quality Authority, as recorded with the Douglas County Assessor's office. ~~The building permit fees will be those~~ SUCH FEE SHALL BE AS set forth and published in the Development Services Fee Schedule.

C. Fire/life safety compliance review and inspection fees. Fees imposed for construction plans review and inspection as described in the International Fire Code, ~~2018 Edition~~ AS ADOPTED AND AMENDED BY THE TOWN, shall be ~~those fees~~ AS set forth and published in the Development Services Fee Schedule.

D. Other inspections and fees. The inspection fees shall be ~~based upon the actual cost to the Town, but no less amount than those fees~~ AS set forth and published in the Development Services Fee Schedule.

Section 59. **Amendment**. Subsections 15.30.070.B.1 and B.6 of the Castle Rock Municipal Code are amended to read as follows:

15.30.070 - Inspections.

B. Required inspections.

1. Rough inspections.

a. Temporary electric construction meter. To be made after all wiring installations have been made as required in the National Electrical Code, Article ~~527~~ 590, entitled "Temporary Installations," including specific installation requirements of the Intermountain Rural Electric Association.

6. Re-inspection. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

a. This subsection is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

b. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, for obvious lack of walking the job by the superintendent, or for deviating from plans requiring the approval of the Chief Building Official.

c. ~~To obtain a re-inspection, t~~ The applicant shall pay ~~the~~ RE-inspection feeS ~~in person that is~~ AS set forth and published in the Development Services Fee Schedule.

~~d. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid. A receipt of payment must be posted or available before receiving additional inspections.~~

Section 60. **Amendment**. Section 15.30.090 of the Castle Rock Municipal Code is amended to read as follows:

15.30.090 - Board of Building AND FIRE Appeals.

A. Authority. In order to hear and decide appeals of orders, decisions or determinations made by the Chief Building Official OR CHIEF FIRE OFFICIAL relative to the application and interpretation of the Town-adopted building AND FIRE codes and regulations, as well as the Town's contractor registration ordinances, there shall be and is hereby created a Board of Building AND FIRE Appeals. ~~(Board), also referred to as the Advisory Board in Paragraph 15.03.070.B.5. The Chief Building Official shall be an ex officio member of and shall act as secretary to said Board but shall have no vote on any matter before the Board.~~ The Board shall render all decisions and findings in writing to the applicant with a duplicate copy to the Chief Building Official OR CHIEF FIRE OFFICIAL.

B. Membership. The Board shall consist of five members. To the extent practicable, four members shall be persons qualified by experience and training to pass on matters pertaining to building construction AND FIRE SAFETY.

C. Voting. ~~Any absent member may join in a decision of the Board after he or she has considered the evidence presented in any hearings conducted during his or her absence.~~ All decisions are final, subject only to appeal to a court of competent jurisdiction.

D. Meetings. The Board shall hold regular public meetings as needed.

E. Limitations of authority. The Board shall have no authority relative to interpretation of the administrative provisions of the Code, as adopted by the Town, nor shall the Board be empowered to waive requirements of the Code as adopted by the Town.

Section 61. **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 62. **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.

Section 63. **Emergency Clause**. For the reasons stated in the recitals to this Ordinance, it is declared that an emergency exists and it is necessary for the preservation of the immediate public health and safety for this Ordinance to take effect upon on June 30, 2026, after second and final reading.

APPROVED ON FIRST READING this 19th day of May, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of __ for and __ against, constituting the extraordinary majority required for emergency adoption by Section 2.02.100.E of the Castle Rock Municipal Code.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

COLORADO
Energy Office

Colorado Model Electric Ready and Solar Ready Code

Published: June 1, 2023

COLORADO
Department of Local Affairs

Chapter 1 Scope and Administration

SECTION 101 SCOPE AND GENERAL REQUIREMENTS.

101.1 Title. This code shall be known as the **Electric Ready and Solar Ready Code** of [NAME OF JURISDICTION], and shall be cited as such. It is referred to herein as "this code".

101.2 Scope. This code applies to all buildings and dwelling units, and the buildings' sites and associated systems and equipment.

101.3 Intent. This code shall regulate the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal, electric vehicle charging infrastructure, and electrification of building systems. This code is intended to provide flexibility and balance upfront construction costs with the future cost to retrofit buildings to accommodate these systems. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

101.4. Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

> **101.4.1 Residential Buildings.** *Residential buildings* must comply with the Residential Chapters of this code.
>
> **101.4.2 Commercial Buildings.** *Commercial buildings* must comply with the Commercial Chapters of this code.

SECTION 102 WAIVER AND VARIANCE.

102.1 Scope. The following waivers shall be permitted to be requested if buildings meet the following requirements.

> **102.1.1 Commercial Buildings Greater than 10,000 sq. ft.** *Commercial buildings* that have a gross floor area greater than 10,000 sq. ft. shall be eligible to request

a partial waiver to the requirements of this code if they meet the requirements of Section **102.2**.

102.1.2 Buildings Impacted by a Natural Disaster. [NAME OF JURISDICTION] is permitted to authorize, upon appeal in specific cases, a waiver from the requirements of this code where, owing to a declared natural disaster that has destroyed buildings or resulted in other exceptional and extraordinary circumstances as determined by [NAME OF JURISDICTION], and [NAME OF JURISDICTION] determines enforcement of the provisions of this code will result in unnecessary hardship.

102.2 Substantial Cost Differential Waiver. [NAME OF JURISDICTION] shall be permitted to authorize, upon appeal, a waiver from the requirements of this code for an applicant that asserts that compliance with this code will result in a substantial cost differential. [NAME OF JURISDICTION], when authorizing such a waiver, shall be permitted to waive certain requirements of this code only until the cost differential for compliance with the remaining requirements reaches one percent or less. The burden of proof is upon the applicant to provide substantiation of a cost differential, such as quotes or other licensed design professional analyses as *approved* by [NAME OF JURISDICTION].

102.2.1 Substantial Cost Differential. For the purposes of Section **102.2**, "substantial cost differential" means costs incurred as a result of compliance with the requirements of this code would exceed one percent of total mechanical, electrical, and plumbing construction costs inclusive of materials and labor.

SECTION 103 CONSTRUCTION DOCUMENTS.

103.1 General. Construction documents and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the *code official*, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

103.2 Information on Construction Documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems, and equipment as herein governed. Details shall include, but are not limited to, the following as applicable:

1. Location and size of the *solar-ready zone.*
2. Structural design loads of roof dead load and roof live load.
3. Pathways for routing of conduit from the *solar-ready zone* to the electrical service panel.
4. Number and location of *EV capable light spaces.*
5. Number and location of *EV capable spaces.*
6. Number and location of *EV ready spaces.*
7. Number and location of *EVSE installed spaces.*
8. Locations of conduit and termination points serving the aforementioned parking spaces.
9. Location for condensate drainage where *combustion equipment* for space heating and water heating is installed.

103.3 Examination of Documents. The *code official* shall examine or cause to be examined the accompanying documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

103.3.1 Approval of Construction Documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code

Compliance". Such *approved* construction documents shall not be changed, modified, or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of "Reviewed for Code Compliance" construction documents shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work, and shall be open to inspection by the *code official* or a duly authorized representative.

103.3.2 Previous Approvals. This code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each.

103.3.3 Phased Approval. The *code official* shall have the authority to issue a permit for the construction of part of a solar ready, EV ready, or electric ready installation before the construction documents for the entire system have been submitted or *approved*, provided that adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire solar ready, EV ready, or electric ready installation will be granted.

I03.4 Amended Construction Documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

103.5 Retention of Construction Documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

103.6 Building Documentation and Closeout Submittal Requirements. The construction documents shall specify that the documents described in this section be

provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the certificate of occupancy.

Exception: *Residential buildings.*

103.6.1 Record Documents. Construction documents shall be updated to convey a record of the completed work. Such updates shall include mechanical, electrical, and control drawings that indicate all changes to size, type, and location of components, equipment, and assemblies.

103.6.2 Compliance Documentation. Compliance documentation and supporting calculations shall be delivered in one document to the building owner as a part of the project record documents or manuals, or as a standalone document. This document shall include the specific energy code edition utilized for compliance determination for each system.

SECTION 104 INSPECTIONS.

104.1 General. Construction or work for which a permit is required shall be subject to inspection by the *code official*, his or her designated agent or an *approved agency*, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain visible and/or able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expenses entailed in the removal or replacement of any material, product, system or building component required to allow an inspection to validate compliance with this code.

104.2 Required Inspections. The *code official*, his or her designated agent or an *approved agency*, upon notification, shall make the inspections set forth in Sections **104.2.1** through **104.2.4**.

104.2.1 Solar Ready. Inspections shall verify all of the following as required by this code, *approved* plans, and specifications:

1. The location and size of the *solar-ready zone* or the capacity of an installed on-site renewable energy system.
2. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel that are properly labeled.

104.2.2 Electric Vehicle Ready. Inspections shall verify all of the following as required by this code, *approved* plans, and specifications:

1. *EV* power transfer infrastructure requirements.
2. Electrical equipment associated with each parking space type, including branch circuits, conduit and/or raceway, junction boxes, receptacles, and *EVSE* are properly labeled and installed.
3. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel are properly labeled, if applicable.

104.2.3 Electric Ready. Inspections shall verify all of the following as required by this code, *approved* plans, and specifications:

1. Branch circuits, conduit and/or raceway, wiring, junction boxes, and receptacles for *future electric equipment* or appliances are properly labeled and installed, as applicable.
2. Reserved physical space for *future electric equipment* or appliances.
3. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel are properly labeled.

104.2.4 Final Inspection. The final inspection shall include verification of the installation and proper labeling of all requirements of this code.

104.3 Reinspection. A building shall be reinspected where determined necessary by the *code official*.

104.4 Approved Inspection Agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the building components and systems that they are inspecting.

104.5 Inspection Requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall

be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

104.6 Reinspection and Testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION 105 NOTICE OF APPROVAL.

105.1 Approval. After the prescribed inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*.

105.2 Revocation. The *code official* is authorized to suspend or revoke, in writing, a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 106 VALIDITY.

106.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION 107 REFERENCED STANDARDS.

107.1 General. The codes and standards referenced in this code shall be listed in Section **107.2**, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

107.2 Referenced Codes and Standards. The codes and standards referenced in this code are as follows:

1. International Building Code
    a. Chapter 3
    b. Chapter 11
2. International Energy Conservation Code
3. International Fire Code

4. International Residential Code
5. National Electrical Code Article 625
6. UL2202 and 2594

107.2.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

107.2.2 Provisions in Referenced Codes and Standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

107.3 Applications of References. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

107.4 Other Laws. The provisions of this code shall not be deemed to nullify any provisions of local, state, or federal law.

SECTION 108 STOP WORK ORDER.

108.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

108.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent, or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

108.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

108.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by [NAME OF JURISDICTION].

SECTION 109 BOARD OF APPEALS.

109.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The *code official* shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

109.2 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have the authority to waive the requirements of this code.

109.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of [NAME OF JURISDICTION].

Chapter 2 Definitions

SECTION 201 GENERAL.

201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

201.3 Terms Defined in Other Codes. Terms that are not defined in this code but are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code, or International Residential Code shall have the meanings ascribed to them in those codes.

201.4 Terms not Defined. Terms not defined by this chapter or the codes listed under 201.3 shall have ordinarily accepted meanings such as the context implies.

SECTION 202 GENERAL DEFINITIONS.

APPROVED. Acceptable to the *code official*.

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests or furnishing inspection services, or furnishing product certification, where such agency has been approved by the *code official.*

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.

COMBUSTION EQUIPMENT. For this code, any equipment or appliance used for space-heating, service water heating, cooking, clothes drying or lighting that uses *fuel gas* or *fuel oil*.

COMMERCIAL BUILDING. For this code, all commercial buildings and R-Occupancies that are covered by the International Building Code.

CORE AND SHELL. The first phase of a commercial project that has the outer building envelope constructed and may contain interior lighting and heating and has not received a permanent Certificate of Occupancy.

DIRECT CURRENT FAST CHARGER (DCFC) EVSE. Equipment capable of fast charging on a 100A or higher 480VAC three-phase branch circuit. AC power is converted into a controlled DC voltage and current within the *EVSE* that will then directly charge the *electric vehicle*.

ELECTRIC VEHICLE (EV). An automotive-type vehicle for on-road use, including but not limited to, passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, and electric motorcycles, primarily powered by an electric motor that draws current from a building electrical service, *EVSE*, a rechargeable storage battery, a fuel cell, a photovoltaic array, or another source of electric current. Off-road, self-propelled electric mobile equipment, including but not limited to, industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, and boats are not considered electric vehicles.

ELECTRIC VEHICLE CAPABLE LIGHT SPACE (EV CAPABLE LIGHT SPACE). A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of *electric vehicle* charging installation, and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

ELECTRIC VEHICLE CAPABLE SPACE (EV CAPABLE SPACE). A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of *electric vehicle* charging.

ELECTRIC VEHICLE READY SPACE (EV READY SPACE). A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of *electrical vehicle* charging.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). An *electric vehicle* charging system or device that is used to provide electricity to a plug-in *electric vehicle* or *plug-in hybrid electric vehicle*, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

ELECTRIC VEHICLE SUPPLY EQUIPMENT INSTALLED SPACE (EVSE INSTALLED SPACE). A vehicle parking space that is provided with a dedicated *EVSE* connection.

FIRST TENANT FINISH. The first tenant finish(es) in a new structure or *core and shell* building that is credited towards meeting the requirements of this Chapter.

FUEL GAS. A natural gas, manufactured gas, liquefied petroleum gas, or mixtures of these gasses.

FUEL OIL. Kerosene or any hydrocarbon oil having a flash point of not less than 100°F (38°C).

FUTURE ELECTRIC EQUIPMENT. Equipment or appliances necessary to support future all-electric space and water heating, cooking, or clothes drying.

PLUG-IN HYBRID ELECTRIC VEHICLE. An *electric vehicle* having a second source of motive power.

RESIDENTIAL BUILDING. For this code, one- and two-family dwellings and townhouses as defined in the International Residential Code.

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for future installation of a solar photovoltaic system or solar thermal system.

Chapter 3 Electric Ready

PART 1 RESIDENTIAL ELECTRIC READY

SECTION RE301 SCOPE

RE301.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION RE302 ADDITIONAL ELECTRIC INFRASTRUCTURE

RE302.1 Additional Electric Infrastructure. *Combustion equipment* in *residential buildings* must meet the requirements of Sections **RE302.2** through **RE302.6**.

Exceptions:

1. Interior fireplaces that do not serve as a primary source of heating.
2. Exterior fireplaces and firepits.

RE302.2 Combustion Equipment. *Combustion equipment* shall be provided with all of the following:

1. A dedicated, appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.

2. An electric receptacle or junction box that meets the requirements of Section **RE302.5**, and is connected to the electrical panel through the branch circuit. Each electrical receptacle or junction box shall have reasonable access to the *combustion equipment* or dedicated physical space for *future electric equipment* with no obstructions other than the current *combustion equipment*.

3. Where *combustion equipment* is used for space or water heating, dedicated physical space shall be provided for *future electric equipment,* including an electric resistance backup coil for ducted systems, if applicable.

   Exception: Dwelling units with installed air conditioning systems are not required to provide additional dedicated physical space for an outdoor heat pump.

RE302.3 Electrical Panel Space. The electrical panel shall have a reserved space for a minimum two-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances.

RE302.4 Labeling. The junction box or receptacle and the dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled for their intended use.

RE302.5 Adjacency. The electrical receptacle or junction box must be provided within 3 feet of the *combustion equipment* or appliances, or within 3 feet of the dedicated physical space for *future electric equipment* or appliances.

Exception: For *combustion equipment* dedicated to space or water heating, the electrical receptacle or junction box shall be located not more than 6 feet from the *combustion equipment* or the dedicated physical space for *future electric equipment*.

RE302.6 Condensate Drain. Where *combustion equipment* for space heating and water heating is installed, a location shall be provided for condensate drainage.

PART 2 COMMERCIAL ELECTRIC READY

SECTION CE301 SCOPE

CE301.1 General. These provisions shall be applicable for all new buildings, additions, and *first tenant finish* permits.

CE301.1.1 First Tenant Finishes. In the case that a *first tenant finish* to a commercial *core and shell* building or unfinished space is credited towards meeting the requirements of this Chapter, the *code official* shall not issue a

Certificate of Occupancy to the tenant until the requirements of Section **CE302** are met.

SECTION CE302 ADDITIONAL ELECTRIC INFRASTRUCTURE

CE302.1 Additional Electric Infrastructure. *Combustion equipment* in *commercial buildings* shall meet the electric infrastructure requirements of Sections **CE302.2** or **CE302.3**.

Exceptions:

1. Interior fireplaces that do not serve as a primary source of heating.
2. Exterior fireplaces and fire pits.
3. Additions to buildings that do not provide new space-heating equipment will not be required to provide additional electrical infrastructure to the existing space-heating equipment.

CE302.2 Commercial Buildings Less than 10,000 sq. ft. and all R-Occupancies. *Commercial buildings* that have a gross floor area of less than 10,000 sq. ft., and all R-occupancies of any size, shall comply with Sections **CE302.2.1** through **CE302.2.5**.

CE302.2.1 Combustion Equipment. *Combustion equipment* shall be provided with all of the following:

1. A dedicated, appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.

2. An electric receptacle or junction box that meets the requirements of Section **CE302.2.5**, and is connected to the electrical panel through the branch circuit. Each electrical receptacle or junction box shall have reasonable access to the *combustion equipment* or dedicated physical space for *future electric equipment* with no obstructions other than the current *combustion equipment*.

3. Where *combustion equipment* is used for space or water heating, dedicated space shall be provided for all *future electric equipment*,

including an electric resistance backup coil for ducted systems if applicable.

Exception: Buildings with installed air conditioning systems are not required to provide additional dedicated physical space for an outdoor heat pump.

CE302.2.2 Electrical Panel Space. The electrical panel shall have reserved physical space for a minimum two-pole or three-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances. The physical space in the electrical panel for each circuit breaker shall be sized with sufficient breaker capacity to meet the electrical demand of the *future electric equipment* or appliance that is sized to serve a comparable capacity to meet the heating load.

CE302.2.3 Labeling. The junction box or receptacle and the dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled for their intended use.

CE302.2.4 Adjacency. The electrical receptacle or junction box must be provided within 3 feet of the *combustion equipment* or appliances or within 3 feet of the dedicated physical space for *future electric equipment* or appliances.

Exception: For *combustion equipment* dedicated to space or water heating, the electrical receptacle or junction box shall be located not more than 6 feet from the *combustion equipment* or the dedicated physical space for *future electric equipment*.

CE302.2.5 Condensate Drain. Where *combustion equipment* dedicated to space heating and water heating is installed, a location shall be provided for condensate drainage.

CE302.3 Commercial Buildings 10,000 sq. ft. or Greater. All *commercial buildings* that have a gross floor area of 10,000 sq. ft. or greater shall comply with the following requirements.

Exception: R-occupancies.

CE302.3.1 Combustion Equipment or Appliances. All *combustion equipment* shall be provided with the following:

1. A junction box that is located in the same physical space as the *combustion equipment* and is reasonably accessible, and that is connected to the electrical panel by continuous conduit and/or raceways.
2. Dedicated electrical panel space for an appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.
3. Where *combustion equipment* is used for space and water heating, dedicated physical space shall be provided for all *future electric equipment*.

CE302.3.2 Electrical Panel Space. The electrical panel shall have reserved physical space for a minimum two-pole or three-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances. The physical space in the electrical panel for each circuit breaker shall be sized with sufficient breaker capacity to meet the electrical demand of the *future electric equipment* or appliance that is sized to serve a comparable capacity to meet the heating load.

CE302.3.3 Labeling. The dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled "For future electric equipment".

CE302.3.4 Physical Space. Dedicated physical space shall be provided for additional electric equipment, including but not limited to transformers and cabinets, necessary for electrical service to *future electric equipment* or appliances.

Chapter 4 Solar Ready

PART 1 RESIDENTIAL SOLAR READY.

SECTION RS401 SCOPE.

RS401.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

SECTION RS402 SOLAR READY ZONE.

RS402.1 General. New *residential buildings* with not less than 600 square feet of roof area oriented between 110 degrees and 270 degrees of true north or that is a low-sloped roof, shall comply with Sections **RS402.2** through **RS402.8**.

Exceptions:

1. New residential dwelling units with a permanently installed on-site renewable energy system that provides electricity to the dwelling unit's electrical system.
2. A building where all areas of the roof that would otherwise meet the requirements of Section **RS402** are in full or partial shade for more than 70 percent of daylight hours annually.

RS402.2 Construction Document Requirements for Solar-Ready Zone. Construction documents shall indicate the *solar-ready zone*.

RS402.3 Solar-Ready Zone Areas. The total *solar-ready zone* area for each dwelling unit shall be not less than 300 square feet exclusive of mandatory access or setback areas as required by the International Fire Code. The *solar-ready zone* shall be composed of areas not less than 5 feet in width and not less than 80 square feet exclusive of access or setback areas as required by the International Fire Code.

Exception: New townhouses three stories or less in height above grade plane and with a total floor area less than or equal to 2,000 square feet of conditioned space per townhouse unit shall have a *solar-ready zone* area of not less than 150 square feet.

RS402.4 Obstructions. *Solar-ready zones* shall be free from obstructions, including but not limited to, vents, chimneys, and roof-mounted equipment.

RS402.5 Shading. The *solar-ready zone* shall be set back from any existing or new permanently affixed object on the building or site that is located south, east, or west of the *solar-ready zone* a distance not less than two times the object's height above the nearest point on the roof surface. Such objects include, but are not limited to, taller portions of the building itself, parapets, chimneys, antennas, signage, rooftop equipment, trees, and roof plantings either existing at the time of permit application or planned for on the construction documents.

RS402.6 Roof Load Documentation. The structural design loads of roof dead load and roof live load shall be clearly indicated on the construction documents.

RS402.7 Interconnection Pathway. Construction documents shall indicate at least one potential pathway for routing of conduit and/or raceway from the *solar-ready zone* to the electrical service panel and shall be labeled as "Potential Pathway" on the construction documents.

RS402.8 Electrical Service Reserved Space. The main electrical service panel shall have sufficient reserved space to allow the installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

RS402.9 Construction Documentation Certificate. A permanent certificate, indicating the *solar-ready zone* and other requirements of this Part, shall be posted near the electrical distribution panel, water heater, or other conspicuous location.

PART 2 COMMERCIAL SOLAR READY

SECTION CS401 SCOPE

CS401.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

SECTION CS402 SOLAR-READY ZONE

CS402.1 General. A *solar-ready zone* shall be located on the roof of all new *commercial buildings* that are oriented between 110 and 270 degrees of true north or have low-sloped roofs. *Solar-ready zones* shall comply with Sections **CS402.2** through **CS402.7**.

Exceptions:

1. A building with a permanently-installed, on-site renewable energy system that meets the following criteria.
    a. The system produces the energy output equivalent to covering 40 percent of the net roof area with solar photovoltaic calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas, and mandatory access or set back areas as required by the International Fire Code.
    b. The system is located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building, on the building premises, on covered parking, or another *approved* location installed with the building project and under the same property ownership.
2. A building with a *solar-ready zone* that is shaded for more than 70 percent of daylight hours annually.
3. A building where a licensed design professional certifies that the incident solar radiation available to the building is not suitable for a *solar-ready zone*.
4. A building where a licensed design professional certifies that the *solar-ready zone* area required by Section **CS402.3** cannot be met because of extensive rooftop equipment, skylights, vegetative roof areas, or other obstructions.

CS402.2 Construction Document Requirements for a Solar-Ready Zone. Construction documents shall indicate the *solar-ready zone*.

CS402.3 Solar-Ready Zone Area. The total *solar-ready zone* area shall not be less than 40 percent of the roof area calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas, and mandatory access or set back areas as required by the International Fire Code. The *solar-ready zone* shall be a single area or smaller, separated sub-zone areas. Each sub-zone area shall be not less than 5 feet in width in the narrowest dimension.

The *solar-ready zone* shall be located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building, on the building premises, on covered parking, or another *approved* location installed with the building project and under the same property ownership .

CS402.4 Obstructions. *Solar-ready zones* shall be free from obstructions, including pipes, vents, ducts, HVAC equipment, skylights, and roof-mounted equipment.

CS402.5 Roof Loads and Documentation. The structural design loads for roof dead load and roof live load shall be indicated on the construction documents.

CS402.6 Interconnection Pathway. Construction documents shall indicate at least one potential pathway for routing of conduit and/or raceway from the *solar-ready zone* to an electrical service panel and shall be labeled as "Potential Pathway" on the construction documents.

CS402.7 Electrical Service Reserved Space. The main electrical service panel shall have a minimum bus bar rating of not less than 200 amps. The main electrical service panel shall have a reserved space to allow installation of a dual-pole circuit breaker for future solar electric. This space shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the end of the panel that is opposite from the panel supply conductor connection.

PART 3 RESIDENTIAL SOLAR PANEL CAPACITY

SECTION RS410 SCOPE

RS410.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

RS410.2 Electric Service Reserved Space. The main electrical service panel shall have sufficient reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

> **Exception**: A dwelling unit that already must comply with the solar ready provisions in Chapter 4 or that has a permanently installed on-site renewable energy system that provides electricity to the dwelling unit's electrical system.

PART 4 COMMERCIAL SOLAR PANEL CAPACITY

SECTION CS410 SCOPE

CS410.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

CS410.2 Electric Service Reserved Space. The main electrical service panel shall have a minimum bus bar rating of not less than 200 amps. The main electrical service panel shall have sufficient reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

> **Exception:** A building that already must comply with the solar ready provisions in Chapter 4 or that has a permanently installed on-site renewable energy system that provides electricity to the building's electrical system.

Chapter 5 Electric Vehicle Ready

PART 1 RESIDENTIAL ELECTRIC VEHICLE READY

SECTION RV501 SCOPE

RV501.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION RV502 ELECTRIC VEHICLE POWER TRANSFER INFRASTRUCTURE

RV502 Electric Vehicle Power Transfer Infrastructure. New vehicle parking spaces for *residential buildings* shall be provided in accordance with Sections **RV502.1** and **RV502.3**.

RV502.1 One- and Two-family Dwellings and Townhouses. Each dwelling unit with a dedicated attached or detached garage or other onsite designated parking provided for the dwelling unit shall be provided with one *EV ready space* per dwelling unit.

RV502.2 EV Ready Spaces. Each *EV ready space* shall have a branch circuit that complies with all of the following:

1. Terminates at a receptacle, located within 3 feet of each *EV ready space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle for the electrical facilities of this section is installed adjacent to and between both parking spaces.
2. Has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
3. The electrical panel, electrical distribution equipment directory, and all outlets or enclosures shall be marked “For future electric vehicle supply equipment”.

   Exception: A receptacle need not be provided if a hard-wired *EVSE* is installed.

RV502.3 Identification. Construction documents shall designate the *EV ready space* and indicate the locations of raceway and/or conduit and the termination points serving them. The circuits or spaces reserved in the electrical panel for *EV ready spaces* shall be clearly identified in the panel or subpanel directory.

PART 2 COMMERCIAL ELECTRIC VEHICLE READY

SECTION CV501 SCOPE

CV501.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION CV502 ELECTRIC VEHICLE POWER TRANSFER INFRASTRUCTURE

CV502 Electric Vehicle Power Transfer Infrastructure. Where new parking is provided for *commercial buildings,* it shall be provided with *electric vehicle* power transfer infrastructure in compliance with Sections **CV502.1** through **CV502.9**.

CV502.1 Quantity. The number of required *EVSE installed spaces, EV ready spaces, EV capable spaces,* and *EV capable light spaces* shall be determined in accordance with this Section and **Table CV502.1** based on the total number of provided vehicle parking spaces and shall be rounded up to the nearest whole number. This includes all covered parking under carports or detached garages.

CV502.1.1 Where more than one parking lot is provided on a building site, the number of provided vehicle parking spaces required to have *EV* power transfer infrastructure shall be calculated separately for each parking lot.

CV502.1.1.1 R-2 Occupancies, as defined in Chapter 3 of the International Building Code, shall use the total parking requirement for the entire development to determine the *EV* power transfer infrastructure requirements using **Table CV502.1**.

CV502.1.2 For *commercial buildings* that install a *DCFC EVSE,* each *DCFC EVSE* installed shall be permitted to be substituted for other space types as follows:

1. *Commercial buildings* other than R-2 Occupancies shall be permitted to substitute up to 10 spaces when the building provides a minimum of 20 percent of parking spaces as a combination of *EV Capable*, *EV ready*, or *EVSE installed spaces*.
2. R-2 Occupancies shall be permitted to substitute up to 5 spaces when the building provides a minimum of 60 percent of parking spaces as a combination of *EV Capable light, EV Capable, EV ready*, or *EVSE installed spaces*.

CV502.1.3 *EVSE installed spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces*.

CV502.1.4 *EV ready spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV capable spaces* and *EV capable light spaces*.

CV502.1.5 *EV capable spaces* that exceed the minimum requirements of this section are permitted to be used to meet the minimum requirements for *EV capable light spaces*.

CV502.1.6 All attached garages with direct connection to a dwelling unit will be required to have one *EV ready space*.

Table CV502.1: EV Power Transfer Infrastructure Requirements

Building Type / Space Type	*EVSE Installed Space*	*EV Ready Space*	*EV Capable Space*	*EV Capable Light Space*
All *commercial buildings*, except for R-2 occupancies, with 10 or less parking spaces.	0	2 spaces	0	0
***Commercial buildings*, except for R-2 occupancies, with greater than 10 parking spaces.**	2% of spaces	8% of spaces	10% of spaces	10% of spaces
R-2 occupancies with 10 or less parking spaces	0	15% of spaces	10% of spaces	10% of spaces
R-2 occupancies with greater than 10 parking spaces.	5% of spaces	15% of spaces	10% of spaces	30% of spaces

CV502.2 EV Capable Light Spaces. Each *EV capable light space* shall comply with all of the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable light space* and shall be capped. *EV capable light* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.
2. Installed raceway and/or conduit shall be sized and rated to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
3. Dedicated physical space to accommodate all equipment necessary for electrical service to future *EVSE*.
4. The routing of the raceway and/or conduit must be noted on the construction documents and the raceway shall be permanently and visibly marked "EV CAPABLE" at the load center and termination point locations.

CV502.3 EV Capable Spaces. Each *EV capable space* shall comply with all of the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable space* and shall be capped. *EV capable* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.
2. The installed raceway and/or conduit shall be sized and rated to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
3. The electrical panel or other electrical distribution equipment to which the raceway and/or conduit connects shall have sufficient dedicated space and spare electrical capacity to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
4. The termination point of the conduit and/or raceway and the electrical distribution equipment directory shall be marked: "For future electric vehicle supply equipment (EVSE)."
5. Reserved capacity shall be no less than 8.3 kVA (40A 208/240V) for each *EV capable space*.

CV502.4 EV Ready Spaces. Each *EV ready space* shall have a branch circuit that complies with all of the following:

1. Terminates at a receptacle or junction box located within 3 feet of each *EV ready space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle is installed adjacent to and between both parking spaces.
2. Has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
3. The electrical panel, electrical distribution equipment directory, and all outlets or enclosures shall be marked "For future electric vehicle supply equipment (EVSE)."

CV502.5 Electric Vehicle Supply Equipment (EVSE). All *EVSE* shall meet all of the following requirements:

1. The installed *EVSE* shall meet one of the following requirements:
    a. A power capacity of at least 6.2 kVa (or 30A at 208/240V) and has the ability to connect to the internet.
    b. An inductive charging system for battery-powered *electric vehicles* that:
        i. Is ENERGY STAR certified; and
        ii. Has the ability to connect to the internet.
2. An *electric vehicle* charging system shall be wall-mounted or pedestal style and may provide multiple cords to connect with *electric vehicles*.
3. An *electric vehicle* charging system shall be listed and labeled for *EV* charging and must comply with the current version of Article 625 of the National Electrical Code.

CV502.6 EVSE Installed Spaces. An installed *EVSE* with multiple output connections shall be permitted to serve multiple *EVSE installed spaces*. Each *EVSE* installed serving either a single *EVSE installed space* or multiple *EVSE installed spaces*, shall comply with all of the following:

1. Have a minimum charging rate in accordance with Section **CV502.7**.
2. Be located within 3 feet of each *EVSE installed space* it serves.
3. Be installed in accordance with Section **CV502.8**.
4. Have a minimum circuit capacity of 8.3 kVA (40A 208/240V).
5. Must meet the requirements of Section **CV502.5**.

CV502.7 EVSE Minimum Charging Rate. Each installed *EVSE* shall comply with one of the following:

1. Be capable of charging at a minimum rate of 6.2 kVA (or 30A at 208/240V).
2. When serving multiple *EVSE installed spaces* and controlled by an energy management system providing load management, be capable of simultaneously sharing each *EVSE installed space* at a minimum charging rate of no less than 3.3 kVA.

CV502.8 EVSE Installation. *EVSE* shall be installed in accordance with NFPA 70 and shall be listed and labeled in accordance with UL 2202 or UL 2594. When serving an accessible parking space, *EVSE* shall be accessible in accordance with the International Building Code Chapter 11.

CV502.9 Identification. Construction documents shall designate all *EVSE installed spaces, EV ready spaces, EV capable spaces,* and *EV capable light spaces,* and indicate the locations of raceway and/or conduit and termination points serving them. The circuits or spaces reserved for *EVSE installed spaces, EV ready spaces,* and *EV capable spaces* shall be clearly identified in the panel or subpanel directory. The raceway and/or conduit for *EV ready spaces, EV capable spaces* and *EV capable light spaces* shall be clearly identified at both the panel or subpanel and the termination point at the parking space.

BUILDING CODE UPDATES: BUILDING, ELECTRIC, ENERGY, FIRE ACCESSIBILITY, COLORADO ELECTRIC AND SOLAR READY

TOWN COUNCIL
MAY 5, 2026

TOWN OF CASTLE ROCK COLORADO

PROPOSED CODE ADOPTIONS

National Building Standards:

- Town currently on 2018 codes, with exception of 2023 National Electric Code

Proposed Updates:

- 2024 International Building, Residential, Mechanical, Plumbing, Fuel Gas, Fire, Existing Building, and Swimming Pool Codes
- 2021 International Energy Conservation Code
- 2026 National Electrical Code
- 2017 ICC A117.1 Accessibility Standard
- Applicable ASME and ASCE conveyance standards
- Colorado Model Electric Ready and Solar Ready Codes

PROPOSED CODE ADOPTIONS

Main Goals of Ordinance:

- Update to current national and state codes
- Align with surrounding local jurisdictions
- Modernize outdated provisions
- Ensure consistency across adopted codes
- Support electrification and solar readiness
- Apply local amendments where needed to national codes

HIGHLIGHTS OF CHANGES

2024 International Building Code (IBC):

- Revisions to occupancy classifications and mixed-use provisions.
- Updates to structural design provisions, including snow loads and risk categories.
- Improved accessibility and egress requirements for life safety.

2024 International Residential Code (IRC):

- Updates to energy efficiency coordination with IECC requirements.
- Enhanced guidance for decks, guards, and structural connections.
- New provisions addressing emerging building materials and methods.

2024 International Plumbing Code (IPC):

- Water efficiency and conservation updates.
- Revisions to fixture requirements and sizing criteria.
- Improved health and sanitation standards.

HIGHLIGHTS OF CHANGES

2024 International Mechanical Code (IMC):

- Updates to ventilation requirements to improve indoor air quality.
- Revised standards for mechanical system efficiency and controls.
- Enhanced provisions for duct design, sealing, and testing.

2024 International Fuel Gas Code (IFGC):

- Updated safety standards for fuel gas piping and appliances.
- Revisions to combustion air and venting requirements.
- Improved installation standards for gas systems.

2026 National Electrical Code (NEC):

- Expanded requirements for electric vehicle (EV) charging infrastructure.
- Updates to grounding, bonding, and overcurrent protection.
- Enhanced electrical safety provisions, including arc-fault and ground-fault protection.
- Integration of renewable energy systems and energy storage technologies.

HIGHLIGHTS OF CHANGES

2021 International Energy Conservation Code (IECC):

- Uses a widely adopted and familiar base code, 2021 IECC
- Incorporates meaningful efficiency improvements through targeted amendments from the 2024 IECC
- Supports electrification readiness and reduces long-term operating costs

2024 International Fire Code (IFC)

- Align with current national standards
- Codify existing Fire Division policies through local amendments
- Improve clarity and enforceability

2023 Colorado Model Electric Ready and Solar Ready Code

- Ensures compliance with HB22-1362
- Establish readiness requirements and support buildings for future electrification
- Enables future solar installation in new buildings

LOCAL AMENDMENTS

Jurisdictions routinely adopt national codes and then amend various elements in or out of the code.

Highlights of Proposed Building and Energy Code Local Amendments:

- Not requiring residential fire sprinklers in one and two-family homes (amended out since 2012)
- Amended the IRC to reduce the permit exemption threshold for accessory structures from 200 to 120 square feet to align with the Colorado Wildfire Resiliency Code.
- Allowing third-party agencies to perform inspections increases flexibility and capacity, helping ensure timely, consistent enforcement of IECC requirements while reducing delays in the construction and permitting process.
- Allow maximum of 3.0 Air Changes per Hour (ACH) to achieve a tighter structure and less uncontrolled air is leaking in and out

LOCAL AMENDMENTS

Highlights of Proposed International Fire Code Local Amendments:

- Defining “Fire Apparatus Road” to better clarify access roads
- Emergency response “Door Identification” on commercial and multi-tenant buildings. To enable First Responders to quickly locate correct entry points, reducing response time and improving safety during emergencies.
- Storage of damaged Lithium-ion and lithium metal batteries shall not be stored inside of buildings. Eliminating the significant hazards to occupants and first responders

BOARD OF BUILDING AND FIRE APPEALS

Building and Fire codes both require specific appeals boards. Proposal to combine Fire appeals with existing Building Board of Appeals into a single, unified Board of Building and Fire Appeals team.

- Reduces duplication of effort between boards and streamlines administrative processes
- Promotes uniform interpretation, review, and application of related building and fire codes.

Membership would remain at 5 members, with preference for 4 members to have experience or training related to building construction and/or fire safety.

PUBLIC OUTREACH AND NOTIFICATION

Multiple meetings were held between 2025 and 2026 to review proposed updates, gather feedback, and refine amendments.

Stakeholder Outreach

Staff engaged extensively with:

- Builders
- Designers
- Utility Providers
- Regional Agencies

Various Meetings	
Date	Meeting
6/2/2025	BOBA update
9/8/2026	BOBA update
12/18/2025	Builder Stakeholders
1/15/2026	Builder Stakeholders
1/22/2026	Builder Stakeholders
2/12/2026	Builder Stakeholders
2/19/2026	CO HBA Qtly Mtg
3/2/2026	BOBA update

IMPACTS TO DEVELOPMENT

Nationally, these codes are routinely updated every 3 years. Development and construction community is already adjusting designs to meet these codes.

Proposed codes may increase upfront construction costs due to enhanced energy efficiency and system requirements. However, these costs are expected to be offset by long-term benefits, including:

- Greater regional consistency
- Improved construction standards
- Reduced need for future redesigns
- Lower utility costs
- Improved durability and reduced maintenance
- Enhanced safety and resilience
- Increased property value
- Future-ready infrastructure (e.g., electrification readiness)

RECOMMENDATION

Staff recommends approval of the ordinance adopting the following codes and amendments, effective June 30, 2026:

- 2024 International Building, Residential, Mechanical, Plumbing, Fuel Gas, Fire, Existing Building, and Swimming Pool Codes
- 2021 International Energy Conservation Code
- 2026 National Electrical Code
- 2017 ICC A117.1 Accessibility Standard
- Applicable ASME and ASCE conveyance standards
- Colorado Model Electric Ready and Solar Ready Codes

Staff also recommends modifying the Board of Building Appeals to include Fire Code appeals, creating a unified Board of Building and Fire Appeals team.

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]."

QUESTIONS & DISCUSSION

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 14. **File #:** DIR 2026-016

To: Honorable Mayor and Members of Town Council

From: Maia Yates, Special Project Analyst

Discussion/Direction of Applications for the 2026-2027 Art and Culture Grant Program

Executive Summary

A grant panel consisting of members of the Public Art Commission and Town staff is presenting a discussion and direction item to Town Council for the recommendation of application approvals for the 2026-2027 Art and Culture Grant Program.

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. The program provides funding to nonprofit organizations, businesses, government agencies, artists and educators to enhance Castle Rock's cultural landscape through innovative programming, projects and educational opportunities.

Three grant categories are available:

- Art and Culture Program Grants - up to five grants of up to $10,000 each to support workshops, classes, performances, events and educational programming
- Art and Culture Project Grants - up to five grants of up to $5,000 each to support visual or experiential public art installations
- Art and Culture Educator Grants - up to ten grants of up to $1,000 each to support art and cultural education initiatives in schools or other educational formats

For the 2026-2027 grant cycle, 16 applications were received. Following a detailed review and scoring process, the panel recommends approval of 14 applications. Applications were reviewed by a panel composed of Public Art Commission members, Town staff and a Councilmember. The panel assessed proposals based on criteria including community impact, artistic and cultural merit, feasibility, organizational capacity and budget justification. Common concerns among the remaining applications included insufficient alignment with grant category requirements, lack of finalized project

details and concerns regarding long-term project impact and value relative to the funding requested.

2026-2027 grant recommendations for approval include the following applicants, each representing a strong alignment with the Town's goals of fostering creativity, accessibility and community engagement through art and cultural programming:

- **Amy Fleet - Educator Grant ($790)**

Amy Fleet's "From Paper to Pixel" workshop series will provide students with instruction in both traditional drawing and digital illustration techniques. Funding will support art supplies, digital tools and instructional materials used to teach participants how to develop artwork from sketch concepts into finished digital pieces.

- **Andrew Wasson - Project Grant ($5,000)**

Andrew Wasson will complete a wing sculpture installation designed to enhance a community gathering space and create an interactive artistic feature for residents and visitors at Wild Blue Yonder.

- **Ben Henry - Project Grant ($5,000)**

Ben Henry will complete the "Windows to Nature" mural project near Lost Coffee, creating a nature-inspired mural intended to enhance the surrounding area and contribute to Castle Rock's local arts environment.

- **Brandon Stover - Educator Grant ($1,000)**

Brandon Stover will use grant funding to purchase a Japanese taiko drum to enhance classroom music instruction and provide students with hands-on exposure to percussion performance and Japanese cultural music traditions.

- **Castle Rock Christian Academy - Educator Grant ($1,000)**

Castle Rock Christian Academy will use grant funding to purchase creative fabrication and cutting tools to support hands-on student art and design projects involving cardboard construction, model making and collaborative creative learning activities.

- **Heidi Mossman - Project Grant ($5,000)**

Heidi Mossman will complete a wing sculpture installation designed to enhance a community gathering space and create an interactive artistic feature for residents and visitors at Life at Home.

- **Kat Thomas - Project Grant ($5,000)**

Kat Thomas will complete a mural project designed to enhance a visible community space and contribute to Castle Rock's local arts environment.

- **KC Neel - Project Grant ($5,000)**

KC Neel will create and install a public mural intended to add visual interest and artistic character to a community facing location within Castle Rock.

- **Castle Rock Orchestra - Program Grant ($500)**

Castle Rock Orchestra will use grant funding to support a community music program and performance opportunity for local residents and musicians.

- **Melanie Schambach - Project Grant ($5,000)**

Melanie Schambach's "Everyone is an Artist" project will create an interactive public art installation near the Cantril School Building featuring a community chalkboard wall, rotating mini art gallery and free art supply exchange designed to encourage hands-on creativity, artistic participation and community engagement for residents of all ages.

- **Samantha Sobas/COF33 - Project Grant ($5,000)**

Samantha Sobas, in collaboration with local artist Matt Rinn, will install the "Rooted in Castle Rock" sculpture at COF33. The large-scale tree-inspired metal sculpture is designed to transform a highly visible downtown planter into a permanent artistic feature that reflects Colorado's natural landscape and encourages community interaction and gathering in the downtown area.

- **Castle Rock Police K9 Association - Project Grant ($5,000)**

The Castle Rock Police K9 Association will install the "Sit, Stay, Heal" bronze sculpture near the Castle Rock Police Department to honor police therapy dogs, service animals and the connection between dogs and the community. The sculpture will be incorporated into a planned public seating area near Perry Street and Second Street in downtown Castle Rock.

- **Castle Rock Band - Program Grant ($4,900)**

Castle Rock Band will use grant funding to support its free public concert series, including seasonal and patriotic performances that provide accessible live music opportunities for Castle Rock residents and visitors throughout the year.

- **Tri Arts Project (TAP) - Program Grant ($10,000)**

Tri Arts Project (TAP) will use grant funding to support expanded arts programming at Cantril School, including teen performing arts workshops, senior living outreach classes, community exhibitions and accessible creative opportunities for Castle Rock residents and local artists.

Following Town Council direction, staff will coordinate grant agreements and project implementation with approved recipients. Programs and projects funded through the 2026-2027 grant cycle must be completed by Dec. 31, 2027, with final reports due Jan. 15, 2028. Several funded initiatives and installations are anticipated to be publicly visible as early as 2026. The Public Art Commission and Town staff will also continue evaluating and refining the Art and Culture Grant Program process, including applicant outreach, educational resources and program guidance, to support successful projects and encourage broad community participation in future grant cycles.

Budget Impact

Funding for the 2026-2027 Art and Culture Grant Program will be drawn from the Public Art Fund.

Applicant		Requested Amount	Recommended Amount
Amy Fleet	$790		$790
Andrew Wasson	$5,000		$5,000
Ben Henry	$5,000		$5,000
Brandon Stover	$1,000		$1,000
Castle Rock Christian	$1,000		$1,000
Heidi Mossman	$5,000		$5,000
Kat Thomas	$5,000		$5,000
KC Neel	$5,000		$5,000
Castle Rock Orchest	$500		$500
Melanie Schambach	$5,000		$5,000
Samantha Sobas/CC	$5,000		$5,000
Castle Rock Police K	$10,000		$5,000
Castle Rock Band	$4,900		$4,900
Tri Arts Project	$10,000		$10,000
Total	**$63,190**		**$58,190**

Panel Recommendation

The grant review panel recommends that Town Council approve the fourteen applications listed above for the 2026-2027 Art and Culture Grant Program.

Proposed Motion

“I move to approve the grant awards as presented.”

Alternate Motions

“I move to approve the grant awards with the following conditions:” (list conditions)

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

Attachments

Attachment A - Applications

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169873

Date Submitted: 3/19/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Amy

Contact last name*

Fleet

Contact role or title in organization, business or relation to grant application*

Art Teacher and Marketing Director

Contact email address*

afleet@crcacademy.org

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Castle Rock Christian Academy

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://crcacademy.org

Address*

4881 Cherokee Dr,

City*	State*	Zip code*
Castle Rock	CO	80109

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

CRCA Non Profit 501c3 Determination Letter 3-10-23.pdf

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

SKM.pdf

Project or program description

Indicate which grant type you are applying for.*

Educator Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

From Paper to Pixel: Digital Art Tools

Provide a description of your program/project in 2,000 characters or less.*

From Paper to Pixel gives art students the opportunity to explore illustration, design, and digital storytelling using Apple Pencils and digital drawing tools. This project will be delivered in the school art classroom during the 2026–2027 school year, where students will have the chance to experiment with digital art through small group rotations. Funding will be used to purchase 10 Apple Pencils, which will allow us to pilot digital drawing projects and explore the feasibility of a dedicated digital art class for older students next year. Student work will be showcased at our annual spring art exhibition, Night at the CRCA Museum, in Spring 2027, and shared digitally, giving families and the community an opportunity to experience student creativity in a modern, interactive format.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

This project fosters creative problem-solving, cross-disciplinary thinking, and confidence in digital art, while ensuring students can explore and express their unique talents in new ways. I have always wanted to explore digital art with my students (as a graphic designer myself) I love showing students the possibilities of future art careers.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

Students' digital artwork will be showcased at our annual spring exhibition, Night at the CRCA Museum, in Spring 2027, giving families and community members an opportunity to experience student creativity firsthand. Beyond the exhibition, the project will introduce students to a variety of art forms and creative skills used in professional settings, helping them notice connections between classroom learning and real-world artistic opportunities in our community.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

As an art teacher at a private school, I have a lot of flexibility in implementing my own art curriculum! If chosen for this grant, I can intentionally design curriculum around a digital art class or incorporate digital drawing as a rotation in bigger classes. We currently have a set of iPads for testing already, so the addition of 10 apple pencils will allow me the tools to teach a digital art unit or class. All digital projects can be shared and displayed at our Annual Spring art show in Spring 2027.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Choose File No file chosen

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$790

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

Untitled document-14.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Proposed Budget for From Paper To Pixel Grant

10 Apple Pencils @79 each

Total= Approximately $790

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169794

Date Submitted: 3/17/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Andrew

Contact last name*

Wasson

Contact role or title in organization, business or relation to grant application*

President, Wasson Family Holdings, LLC

Contact email address*

andrew@wildblueyonderbrewing.com

Contact phone number*

303-957-7689

Organizational information

Legal name of applicable organizational or business entity

Wasson Family Holdings, LLC

Doing business as name, if applicable and different than the above listed name

Wild Blue Yonder Brewing Co.

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ◉ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ○ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

Address*

519 Wilcox St

City* **State*** **Zip code***

Castle Rock | CO | 80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Downtown Wings Project

Provide a description of your program/project in 2,000 characters or less.*

Increase visibility for local businesses, especially those off main traffic corridors. Create interactive public art that invites visitors to stop, explore, and engage. Generate organic social media exposure through visitor selfies and sharing. Strengthen community pride and local identity. Each location will feature unique butterfly wings, creating a network of destinations that collectively tell a story about Castle Rock.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

Business becomes recognized as a creative and cultural destination.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

Encourage a self-guided scavenger hunt experience throughout Downtown Castle Rock.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

Ready to start as soon is the Grant Funds are awarded.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

None.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Choose File No file chosen

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

5000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

5280WA Wild Blue Yonder Brewing Budget Added.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

February 2026

Proposal

For: Wild Blue Yonder Brewing

Thank you for the opportunity to imagine this wing installation for your storefront.

Public art has the power to transform spaces into destinations. Studies show it can increase foot traffic to nearby businesses by up to **20%**.

This proposal outlines the project goals, the original design for your storefront, and the process.

Lets invite people to pause, engage, and return.

Melanie Schambach

1 (303) 514-4864

info@5280wallart.com

5280wallart.com

@participatory_art

@melanieschambach

@5280WallArt

@MelanieSchambachPage

Castle Rock Wings Project

Public Art That Engages the Community and Makes Businesses Stand Out.

Introduction

Thank you for your interest in hosting a wing installation as part of the Castle Rock Wings Project, a community-wide public art initiative led by **Susan Barnhart** of Keller Williams Castle Rock, project coordinator.

Susan is producing this initiative to bring greater visibility to local businesses and encourage residents and visitors to explore **Downtown Castle Rock** through a series of butterfly-inspired wing installations placed throughout town.

I have been invited as the Lead Artist to design and create original wing concepts tailored to each participating location.

Your business has been identified as a meaningful potential host site, and I am excited to share how this project can support your visibility and community presence.

Project Vision

The Wings Project is designed to:

- Increase visibility for local businesses, especially those off main traffic corridors
- Create interactive public art that invites visitors to stop, explore, and engage
- Encourage a self-guided scavenger hunt experience throughout **Downtown Castle Rock**
- Generate organic social media exposure through visitor selfies and sharing
- Strengthen community pride and local identity

Each location will feature unique butterfly wings, creating a network of destinations that collectively tell a story about Castle Rock.

How This Benefits Your Business

Hosting a wing installation provides several direct benefits:

- **Increased Foot Traffic**
  Visitors will intentionally seek out your location as part of the Wings trail.
- **Social Media Visibility**
  Guests take photos and share them, tagging your location and increasing awareness.
- **Permanent Visual Landmark**
  Your business becomes recognized as a creative and cultural destination.
- **QR Code Integration**
  Each installation includes a QR code. Details could link visitors to:
  - Your business information
  - The Wings Project map
  - Participatory experiences and promotions

This creates an ongoing marketing tool that works continuously.

Artistic Approach

As Lead Artist, I will design wings that:

- Reflect the unique character and identity of your business
- Align with the overall Wings Project aesthetic
- Create a compelling and photogenic experience
- Ensure durability and professional execution

Each installation will be original and site-specific.

Scope of Work

The project includes:

- Concept design development
- Design consultation with business owner
- Creation of final artwork
- Installation of wings mural or panel
- QR code integration
- Protective finishing for longevity

Long-Term Vision

The Wings Project is designed to grow over time.

Future opportunities may include:

- Annual new installations at other locations
- Community events and promotions
- Expanded tourism engagement

Timeline and Funding

The timeline is subject to funding. The Wings Project is currently being submitted for consideration through the Town of Castle Rock Public Art Commission's Art & Culture Project Grant program, with applications due **March 20, 2026**, award decisions anticipated between April and May 2026, and funding distributed between May and July 2026. Additional grant and sponsorship opportunities are also being pursued to support implementation. Projects funded through the Town grant must be completed by December 31, 2027, with a final report submitted in January 2028.

Investment

Project costs vary depending on size, complexity, and funding availability.

Estimated investment range: $5,000

Funding may include a cpmbination:

- Public art grant support
- Sponsorship
- Business contribution (full or partial, depending on grant outcomes)

A detailed quote will be provided based on your location once scope of artwork is determined.

About the Project Team

Project Producer and Coordinator
Susan Barnhart
Keller Williams Castle Rock

Susan is the creator and organizer of the Wings Project. Her role is to bring together businesses, artists, and funding sources to activate this initiative across Castle Rock.

Lead Artist
Melanie Schambach
5280 Wall Art / Social Artist

5280 Wall Art creates custom decorative wall installations for residential and commercial spaces, with recurring corporate clients including Amazon facilities. Founded by Melanie Schambach, a TEDx speaker and internationally exhibiting social artist whose participatory works have been presented in major civic, museum, and research contexts, the studio brings museum-quality artistry into meaningful public and private experiences.

Unique to your wall

Structure & Safety

- Freestanding, mobile wall that can move to different locations of the patio
- Color palette and style customized to reflect the brewery's brand and atmosphere
- Includes one large butterfly and one smaller butterfly to allow photo opportunities for both adults and children
- Designed as an interactive photo feature and landmark
- Internal structural frame for stability and safety designed for longevity.

Option 1 – Indoor LED-lit version

- Butterfly panels made from ½" cast acrylic
- Integrated LED edge lighting and LED outline create glowing effect
- Highly visible during both daytime and evening
- Powered through standard wall outlet
- Designed for indoor use
- Operating temperature range: 40°F to 95°F
- Not suitable for rain, snow, freezing temperatures, or extreme heat

Option 2 – Outdoor painted version (no lighting)

- Butterfly panels made from MDO (wood)
- Hand-painted using layered translucent paints to create glow effect
- Finished with thick clear epoxy coating for depth and protection
- No electricity required
- Designed for permanent indoor or outdoor use
- Operating temperature range: -20°F to 110°F
- Resistant to sun, snow, rain, and moisture

Budget

- QR code: $150
- Stand materials (wheels, plexiglass, brace, spacers, MDO boards, lights): $1200
- Digital design and sticker printing: $800
- Stand design and build: $2850
- Blue Yonder is responsible for putting it away or tying it down when it gets windy.
- For structural anchoring or custom installations, our sibling company partners with Black Rhino Construction, a Castle Rock–based licensed contractor specializing in high-quality custom outdoor builds.
- We use durable, locally sourced materials designed for outdoor use. Anti-graffiti coatings are applied to wall installations. Ongoing maintenance is the responsibility of the storefront.
- I'm always available to connect—please feel free to schedule a call through my website. A deposit is required to begin custom design work, with no obligation to proceed beyond the sketch phase.

Next Steps

- Approve artist sketches. Share any major concerns before March 15th. Minor changes can be made after funding is approved.
- Provide landlord permission to Susan, if required.

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169896

Date Submitted: 3/20/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place w astle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to pate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name* **me***

Ben

Contact role or title in organization, business or relation to gra

artist for project grant

Contact email address* **number***

artistbenhenry@gmail.com

Organizational information

Legal name of applicable organizational or business entity

Benjamin Franklin Henry

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ○ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ◉ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://artistbenhenry.wixsite.com/benzelart/projects-8

Address*

1[redacted]

City*	State*	Zip code*
parker	colorado	80138

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

windows to nature

Provide a description of your program/project in 2,000 characters or less.*

this project uplifts and elevates a commonly used breezeway that connects Perry street to a busy parking lot at 380 Perry st. in downtown.
The project will be 4 murals in the breezeway that gives the optical illusion of windows cut out of the walls that expose a magnified view of a garden, with plants, birds, and bees.
2 murals would be placed close to the entrance on the Perry st side and two would be place close to the entrance by the lot, making them more visible and inviting people to explore.
I've worked in Castle Rock for 14 years, and lived here for 5 years. It's a unique community that closely shares spaces with nature. This project would remind people how closely we are connected to the environment, that we are lucky to live in a place full of outdoor recreation, and to respect this connection.
This would also become a great place for families to take interactive pictures, as the mural would appear to come out into the space.
a shelf would be installed for sculptures created by National Art Honors students from Castle View High School. These small pieces are for children to take with them. these would be small works of flowers, insects, crystals, feathers and assorted nature objects. to bring curiosity to the children.
An engraved sign will be installed that outlines the amount of plants, birds, reptiles, mammals, and plant species that reside in Castle Rock
I anticipate completing the project by mid-July 2026

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

the art form is primarily murals painted onto walls. The technique i will use is called Trompe L'oeil. This technique creates an illusion of depth and perspective.
This technique will elevate the viewer experience and interactive quality of the murals. The small sculptures will be polymer clay and ceramic.
Overall this installation speaks to the environmental culture of Castle Rock and how many citizens live here because of the closeness to our natural environment

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

Students at Castle View High School need 20 hours of community service to graduate.the participation from the NAHS would give them 5 hours each for 20 students, estimating around 100 hours of total service hours

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

I have June and July off from work and will be able to install everything by mid July of 2026. I have plenty of mural experience, and have been painting for 25 years. I understand how to prep, paint, and seal an exterior wall. The property owner has given permission, and is excited to proceed.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

just myself, Mural installation and painting.The property owner John Levy, and the National Art Honor students at CVHS responsible for the tiny nature sculptures

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Windows to nature.pdf

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Doc1.docx

Project/program budget details

What is the total amount you are requesting through this grant program? *

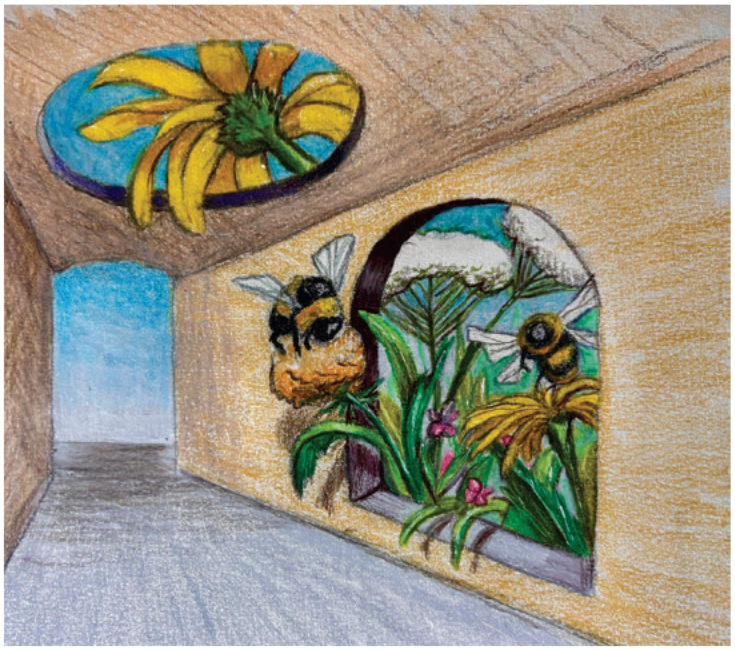
5,000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

Windows to Nature mural proposal budget.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.



Parking lot side of breezeway

Perry street side of breezeway

Windows to Nature mural proposal budget

Paint $350

Paint supplies $200

- Brushes
- Rollers
- Tarps
- Primer
- Tape
- sealer

Prep labor $500

- Design
- Sketch
- Layout on wall
- Cleaning wall
- Priming wall

Engraved plaque $100
Shelf installed $100

Painting Labor $3,750

Total $5,000

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #168783

Date Submitted: 2/18/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Brandon

Contact last name*

Stover

Contact role or title in organization, business or relation to grant application*

Teacher

Contact email address*

bstover@dcsdk12.org

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Renaissance Secondary School

Doing business as name, if applicable and different than the above listed name

Music Department

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ○ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ◉ School/educator
- ○ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://www.renaissancesecondary.org/

Address*

3954 Trail Boss Ln

City* **State*** **Zip code***

Castle Rock | CO | 80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Educator Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Expanding Access to Japanese Taiko: Shime-daiko Acquisition for Community Performance and Education

Provide a description of your program/project in 2,000 characters or less.*

The Renaissance Secondary School Japanese Music Ensemble seeks funding to purchase a shime-daiko (high-pitched rope-tensioned taiko drum) to expand access to traditional Japanese ensemble music for students and the broader Castle Rock community.

Our target audience includes middle and high school students at Renaissance Secondary School, their families, and community members who attend school concerts, cultural events, and outreach performances throughout Castle Rock. The ensemble is open to all students regardless of prior musical experience, and participation reflects the diverse backgrounds of our school community.

The shime-daiko is an essential instrument in taiko ensembles, providing rhythmic leadership and structural clarity. Currently, our instrumentation limits repertoire selection and ensemble balance. Acquiring this drum will allow students to perform more authentic arrangements and expand into traditional and contemporary taiko works, increasing both artistic quality and cultural accuracy.

The instrument will be housed and used at Renaissance Secondary School in Castle Rock and featured in public performances, including school concerts, community showcases, and potential collaborations with local arts events. Upon funding, the drum will be purchased and integrated into the ensemble by Fall 2026.

This project enriches the Castle Rock community by providing meaningful access to Japanese musical traditions, fostering cross-cultural understanding, and offering students opportunities for creative expression through collaborative performance. Taiko is highly visual and community-oriented, making performances accessible and engaging for audiences of all ages. By investing in this instrument, the Town supports arts education, cultural diversity, and inclusive community experiences that extend beyond the classroom and into the wider global community.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

This project centers on Japanese taiko drumming, a performance tradition rooted in festival, theatrical, and community practices in Japan and developed globally as a contemporary ensemble art form. Students study rhythmic structure, ensemble coordination, movement, and performance aesthetics, combining music and embodied performance. The shime-daiko is a lead rhythmic instrument that shapes tempo and form, allowing more authentic repertoire and historically informed arrangements. Educationally, the project integrates cultural context, history, and performance practice, deepening students' understanding of Japanese arts, culture, and people while maintaining high artistic standards and cultural respect.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The ensemble includes middle and high school students and performs for families, peers, and community members at school concerts and public events throughout Castle Rock. Most notably, the group has performed at the Castle Rock Starlighting Ceremony, demonstrating its role in community celebrations. Taiko is highly visible and physically dynamic, making performances engaging and accessible for audiences of all ages. Community engagement occurs through free public performances and outreach collaborations when available. Success will be measured by student participation, expanded repertoire made possible by the shime-daiko, audience attendance, and community feedback.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

The Japanese Music Ensemble is an established program at Renaissance Secondary School with regular rehearsal space, administrative support, and scheduled public performances. The only barrier to implementation is the purchase of the shime-daiko. Upon funding, the instrument will be ordered immediately and integrated into rehearsals upon arrival. The program is led by Dr. Brandon Stover, a music educator and ethnomusicologist with extensive experience teaching Japanese music traditions. The school provides secure storage and performance venues in Castle Rock. With funding secured, the project can be fully implemented well before December 31, 2027.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Renaissance Secondary School serves as the primary partner for this project by providing rehearsal space, secure instrument storage, performance venues, and administrative support. While no additional external grant funding has been secured for this specific purchase, the school sustains the overall Japanese Music Ensemble through staffing, facilities, and program support. The Town of Castle Rock Art and Culture Grant would provide the direct funding needed to acquire the shime-daiko, while the school ensures long-term implementation, student participation, and public performance opportunities within Castle Rock.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Choose File No file chosen

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

1000.00

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

Castle_Rock_Art_Grant_Budget_with.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Town of Castle Rock Art & Culture Grant

Project Budget: Shime-daiko Acquisition

Item	Amount
Instrument Subtotal (¥197,715)	
Shipping (¥22,000)	
Total (JPY)	¥219,715
Converted Total (USD)	$1,419.72
Estimated 15% Tariff (15%)	$212.96
Total Project Cost	$1,632.68
Grant Request (Town of Castle Rock)	$1,000.00
Remaining Balance (School Support)	$632.68

The Town of Castle Rock Art & Culture Grant will provide $1,000 toward the acquisition of a shime-daiko for the Renaissance Secondary School Japanese Music Ensemble. The remaining balance will be supported by school/program funds.

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169861

Date Submitted: 3/19/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Amy

Contact last name*

Fleet

Contact role or title in organization, business or relation to grant application*

Art teacher and Marketing Director

Contact email address*

afleet@crcacademy.org

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Castle Rock Christian Academy

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://crcacademy.org

Address*

4881 Cherokee Dr

City* Castle Rock

State* CO

Zip code* 80109

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

CRCA Non Profit 501c3 Determination Letter 3-10-23.pdf

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

SKM.pdf

Project or program description

Indicate which grant type you are applying for.*

Educator Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Out of the Box: Cardboard Creations

Provide a description of your program/project in 2,000 characters or less.*

Out of the Box: Cardboard Creations allows K–8 students to turn simple cardboard into extraordinary works of art. This project will be delivered in the school art classroom, where students will design, engineer, and construct sculptures and interactive builds using safe cardboard construction tools that allow them to cut and shape materials with precision. Funding will be used to purchase several Chomp saws and additional cardboard construction tools to support safe, hands-on student use. Implemented throughout the 2026–2027 school year among other 2D projects, the project will culminate in our annual art exhibition, Night at the CRCA Museum, in Spring 2027.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

This tool transforms the art room into a creative design studio where experimentation, collaboration, and big ideas are encouraged across all grade levels. By expanding art into three-dimensional, hands-on experiences, students develop creative problem-solving skills while discovering new ways to express their unique talents.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The finished works will be showcased for families and community members at our annual spring exhibition, Night at the CRCA Museum. This project will help create an engaging, interactive experience that highlights student creativity and fosters a deeper connection between the school and the community, while encouraging students to explore, understand, and appreciate a wide range of art forms.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

Each year, I plan and design my own art curriculum to meet the needs of my students. If selected for this grant, I will integrate these tools into a year-long sequence of projects, expanding my curriculum to include three-dimensional design alongside two-dimensional work. This balanced approach allows students to build skills and confidence in 3D art while continuing to develop foundational techniques. I serve approximately 80 K–8 students and will develop grade-level appropriate projects that culminate in completed works for our Spring 2027 art show.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Choose File No file chosen

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$1,000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

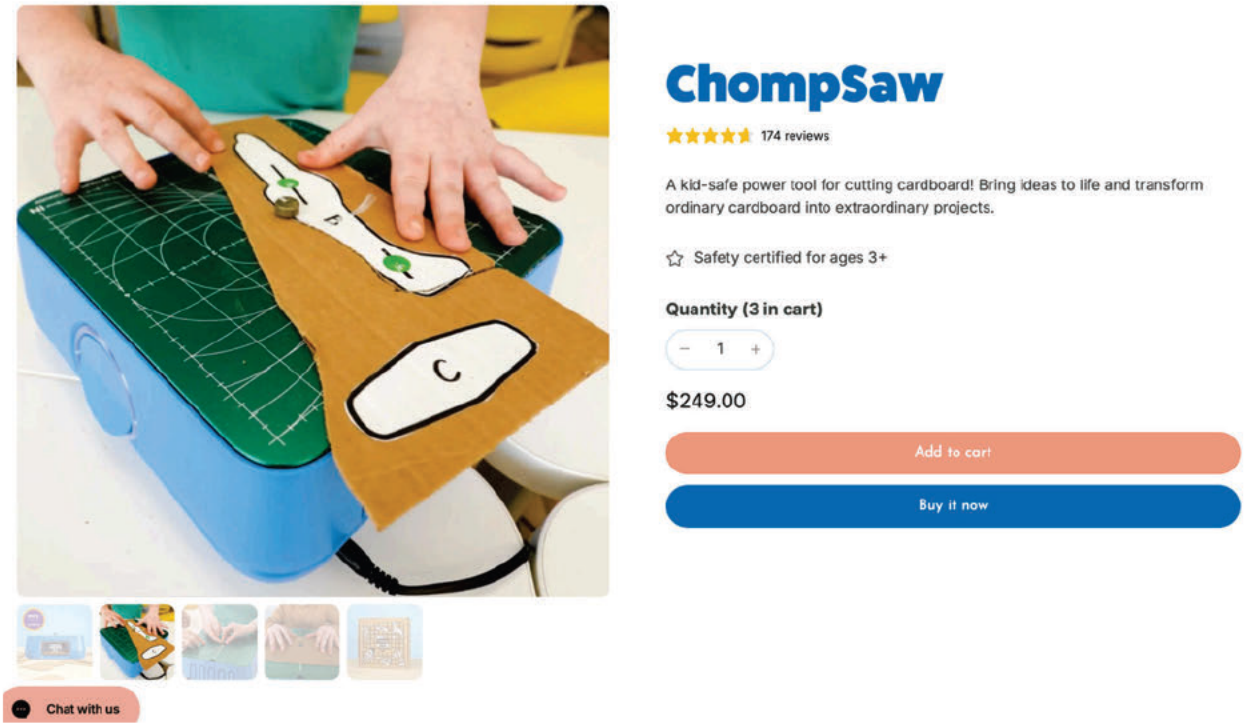
ProposedbudgetforEducatorGrant-CRCA1.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Proposed Budget for Out of the Box: Cardboard Creations project

3 Chomp Saws @ 249 each ($747)
1 Year subscription to Inventor's club @19.99 per month ($239.88)

Total= *approximately $987.*



Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169357

Date Submitted: 3/5/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Deborah

Contact last name*

DeGroff

Contact role or title in organization, business or relation to grant application*

Development & Asset Manager

Contact email address*

ddegroff@douglas.co.us

Contact phone number*

7208960707

Organizational information

Legal name of applicable organizational or business entity

Douglas County Housing Partnership

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

douglascountyhousingpartnership.org

Address*

9350 Heritage Hills Circle

City*	State*	Zip code*
Lone Tree	Colorado	80124

Employment Identification Number (if applicable)

37-1691406

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

DCHP501c3 Determination Letter (2014).pdf

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

403 Perry Street Mural Seating & Xeriscaping

Provide a description of your program/project in 2,000 characters or less.*

Douglas County Housing Partnership (DCHP) respectfully requests $5,000 to support the installation of a large-scale public mural at 403 Perry Street in downtown Castle Rock, specifically assisting with the creation of public seating and xeriscape landscaping that will frame the artwork and invite community engagement. This project will transform a highly visible exterior wall into a vibrant public art installation that celebrates the shared history, resilience, and spirit of Castle Rock and Douglas County during the America 250/Colorado 150 celebration. It will serve as a dynamic visual landmark in the heart of downtown, while the accompanying seating area will encourage the public to pause, engage with the artwork, and experience the cultural energy of the surrounding district. The thoughtfully designed xeriscaping will provide a sustainable, regionally appropriate landscape that enhances the aesthetic and environmental value of the space. Our goal is to have this project installed by June 30, 2026 for our dedication ceremony on July 1, 2026.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

This project combines public art, design, and community gathering to enhance downtown culture. A metal bench seating and grill area will be integrated into a rock-filled 96' x 9' landscape along the building's west side, serving as both a functional amenity and an artistic feature. By merging aesthetic design with accessible public space, the installation transforms an ordinary dirt space into a place for pause, conversation, and reflection. These interdisciplinary elements support placemaking, strengthen downtown vibrancy, and provide everyday access to art, fostering meaningful community interaction and connecting residents and visitors to cultural experiences in a welcoming, visually engaging environment.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The project engages the Castle Rock community by creating a publicly accessible space where art and daily life intersect. The metal bench seating and grill area within a rock-filled 96' x 9' landscape will be visible from the west side of the building, allowing residents, workers, and visitors to experience and interact with art in everyday routines. The space invites casual gatherings, reflection, and conversation, fostering social interaction while promoting public art appreciation. The audience includes residents, downtown employees and visitors. Success will be measured through community feedback, observational use patterns, and participation in related events, demonstrating how effectively the project supports Castle Rock's cultural goals, strengthens downtown vibrancy, and enhances public engagement with art.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

We are preparing to implement this project by June 30, 2026. Planning is underway, including design development for the metal bench seating rock area and coordination with an experienced landscape designer. This designer has a proven track record in placemaking and community-focused projects. Site access along the west side of the building is available, with permission and partner commitment in place to ensure smooth installation. Our team has successfully completed similar projects that combine art, design, and community engagement, demonstrating our ability to deliver on schedule and meet artistic and cultural goals. Detailed planning, skilled designer, confirmed site access, and strong partnerships position us to complete this project successfully.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Castle Rock Town Council approved us for the Town of Castle Rock's 250 - 150 Service Contract Partner Grant program, awarding us a $15,000 grant for the mural and dedication ceremony.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

West side concept drawing.docx

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

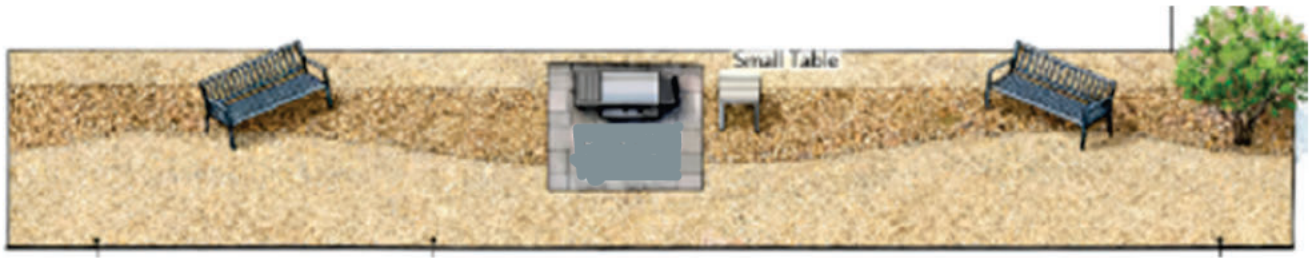
$5,000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

West side concept drawing.docx

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.


Small Table

	Budget	March	April
INCOME			
Art and culture project grant			
Total			

EXPENSES			
Xeriscaping per bid	$8,400.00		
Metal benches	$150.00		
Grill	$350.00		
Total	$8,900.00		

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169785

Date Submitted: 3/16/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Heidi

Contact last name*

Mossman

Contact role or title in organization, business or relation to grant application*

Life At Home-Owner

Contact email address*

info@lifeatyourhome.com

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Capture Life Photography, LLC

Doing business as name, if applicable and different than the above listed name

Life At Home

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ◉ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ○ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

www.lifeatyourhome.com

Address*

109 Fourth St

City*	State*	Zip code*
Castle Rock	CO	80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Downtown Wings Project

Provide a description of your program/project in 2,000 characters or less.*

The Downtown Wings Project – Life At Home Gift and Home Decor

The Downtown Wings Project is a public art initiative designed to enhance the vibrancy, visibility, and visitor experience of Downtown Castle Rock. By installing a set of artist-designed angel wings on the exterior of our building, the project will create an interactive destination that encourages community engagement, exploration of local businesses, and pride in our downtown district.

Life At Home Gift and Home Decor is located slightly off the main traffic corridor in Downtown Castle Rock. While this location offers a charming and welcoming atmosphere, businesses located just beyond the main streets can sometimes be overlooked by visitors. The Angel Wings Project will help address this challenge by creating a visually striking and meaningful landmark that invites people to explore and discover the unique businesses that make downtown special.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

Local artists will be used to complete the installation. My business will become recognized as a creative and cultural destination.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The angel wings will serve as a piece of interactive public art where visitors can stand between the wings for photos, creating the visual effect of becoming part of the artwork. Installations like this naturally encourage people to stop, engage, and capture the moment. Visitors frequently share these experiences on social media, creating organic promotion not only for the installation but for Downtown Castle Rock as a whole.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

If grant is approved and covers the cost at 100%, we are ready to move forward.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

No

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

5280WA Wings Life at Home Budget Added.pdf

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Letter of Support - signed.pdf

Project/program budget details

What is the total amount you are requesting through this grant program? *

$5000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

5280WA Wings Life at Home Budget Added.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

February 2026

Proposal

For: Heidi Mossman

Life At Home

Thank you for the opportunity to imagine this wing installation for your storefront.

Public art has the power to transform spaces into destinations. Studies show it can increase foot traffic to nearby businesses by up to **20%**.

This proposal outlines the project goals, the original design for your storefront, and the process.

Lets invite people to pause, engage, and return.

Melanie Schambach

[redacted]

info@5280wallart.com

5280wallart.com

@participatory_art

@melanieschambach

@5280WallArt

@MelanieSchambachPage

5280 WALLART

Castle Rock Wings Project

Public Art That Engages the Community and Makes Businesses Stand Out.

Introduction

Thank you for your interest in hosting a wing installation as part of the Castle Rock Wings Project, a community-wide public art initiative led by **Susan Barnhart** of **Keller Williams** Castle Rock, project coordinator.

Susan is producing this initiative to bring greater visibility to local businesses and encourage residents and visitors to explore Downtown Castle Rock through a series of butterfly-inspired wing installations placed throughout town.

I have been invited as the Lead Artist to design and create original wing concepts tailored to each participating location.

Your business has been identified as a meaningful potential host site, and I am excited to share how this project can support your visibility and community presence.

Project Vision

The Wings Project is designed to:

- Increase visibility for local businesses, especially those off main traffic corridors
- Create interactive public art that invites visitors to stop, explore, and engage
- Encourage a self-guided scavenger hunt experience throughout **Downtown** Castle Rock
- Generate organic social media exposure through visitor selfies and sharing
- Strengthen community pride and local identity

Each location will feature unique butterfly wings, creating a network of destinations that collectively tell a story about Castle Rock.

How This Benefits Your Business

Hosting a wing installation provides several direct benefits:

- **Increased Foot Traffic**
  Visitors will intentionally seek out your location as part of the Wings trail.
- **Social Media Visibility**
  Guests take photos and share them, tagging your location and increasing awareness.
- **Permanent Visual Landmark**
  Your business becomes recognized as a creative and cultural destination.
- **QR Code Integration**
  Each installation includes a QR code. Details could link visitors to:
  - Your business information
  - The Wings Project map
  - Participatory experiences and promotions

This creates an ongoing marketing tool that works continuously.

Artistic Approach

As Lead Artist, I will design wings that:

- Reflect the unique character and identity of your business
- Align with the overall Wings Project aesthetic
- Create a compelling and photogenic experience
- Ensure durability and professional execution

Each installation will be original and site-specific.

Scope of Work

The project includes:

- Concept design development
- Design consultation with business owner
- Creation of final artwork
- Installation of wings mural or panel
- QR code integration
- Protective finishing for longevity

Long-Term Vision

The Wings Project is designed to grow over time.

Future opportunities may include:

- Annual new installations at other locations
- Community events and promotions
- Expanded tourism engagement

Timeline and Funding

The timeline is subject to funding. The Wings Project is currently being submitted for consideration through the Town of Castle Rock Public Art Commission's Art & Culture Project Grant program, with applications due March 20, 2026, award decisions anticipated between April and May 2026, and funding distributed between May and July 2026. Additional grant and sponsorship opportunities are also being pursued to support implementation. Projects funded through the Town grant must be completed by December 31, 2027, with a final report submitted in January 2028.

Investment

Project costs vary depending on size, complexity, and funding availability.

Estimated investment range: $5,000

Funding may include a combination :

- Public art grant support
- Sponsorship
- Business contribution (full or partial, depending on grant outcomes)

A detailed quote will be provided based on your location once scope of artwork is determined.

About the Project Team

Project Producer and Coordinator
Susan Barnhart
Keller Williams Castle Rock

Susan is the creator and organizer of the Wings Project. Her role is to bring together businesses, artists, and funding sources to activate this initiative across Castle Rock.

Lead Artist
Melanie Schambach
5280 Wall Art / Social Artist

5280 Wall Art creates custom decorative wall installations for residential and commercial spaces, with recurring corporate clients including Amazon facilities. Founded by Melanie Schambach, a TEDx speaker and internationally exhibiting social artist whose participatory works have been presented in major civic, museum, and research contexts, the studio brings museum-quality artistry into meaningful public and private experiences.

Unique to your wall

- Light-inspired design using translucent, iridescent paints with subtle gold and silver details
- Realistic, painterly dry-brush technique for a soft, wispy effect
- Composition works with barn doors both open and closed
- Full surface prep: power wash, scrape, sand, prime, repaint base colour, then mural
- Anti-graffiti protective coating applied
- Glass windows integrated into design and painted (temporary: 2–6 months)
- Optional glass touch-ups available: $200 per visit
- Careful alignment across door seams for continuity
- 3×3 ft replica of the mural on a rigid board, installed on the existing wall at a lower height to create a photo opportunity for children and smaller visitors.

Budget

- QR code: $150
- Prep (power wash and prime): $300
- Painting and protective coat materials: $550
- Mural design and production: about 80 square ft, $50/sq ft, total $4000
- Suggestion for windows…after thinking about it I think it's best to add a small board on top of the glass and glue together with a heavy-duty glue gun. We can do this carefully to guarantee removal. This way they don't have to worry about replacing glass paint.
- For structural anchoring or custom installations, our sibling company partners with Black Rhino Construction, a Castle Rock–based licensed contractor specializing in high-quality custom outdoor builds.
- We use durable, locally sourced materials designed for outdoor use. Anti-graffiti coatings are applied to wall installations. Ongoing maintenance is the responsibility of the storefront.
- I'm always available to connect—please feel free to schedule a call through my website. A deposit is required to begin custom design work, with no obligation to proceed beyond the sketch phase.

Next Steps

- Approve artist sketches. Share any major concerns before March 15th. Minor changes can be made after funding is approved.
- Provide landlord permission to Susan, if required.

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #168493

Date Submitted: 2/10/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Kat

Contact last name*

Thomas

Contact role or title in organization, business or relation to grant application*

Kat Pro Studio

Contact email address*

Kat@katprostudio.com

Contact phone number*

7202197001

Organizational information

Legal name of applicable organizational or business entity

Kat Pro Studio

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ◉ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ○ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

www.katprostudio.com

Address*

734 Wilcox St

City* Castle Rock

State* CO

Zip code* 80104-1709

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Desert Jewel Mural

Provide a description of your program/project in 2,000 characters or less.*

The Desert Jewel Mural is a large-scale public art installation planned for completion in summer 2026 in Castle Rock, Colorado. The mural will be painted on the side of a building facing a public parking lot, transforming a highly visible yet underutilized wall into a vibrant community landmark.

Created by mural artist Rob Bell, the artwork will feature a desert-inspired landscape centered around the striking beauty and strength of a wolf. The desert imagery reflects the rugged terrain and natural tones of the Colorado Front Range, while the wolf symbolizes resilience, unity, leadership, and protection—values that strongly reflect the spirit of Castle Rock.

The Desert Jewel Mural is designed to be accessible to all. Its public placement ensures free and open viewing for residents, families, business owners, and visitors. By activating a shared public space, the mural will encourage foot traffic, support surrounding businesses, and create a destination for community gathering, photography, and cultural engagement.

Beyond its visual impact, the project strengthens Castle Rock's identity as a town that values art, creativity, and thoughtful placemaking. Public art contributes to economic vitality, enhances neighborhood pride, and fosters a sense of belonging. The Desert Jewel Mural will serve as a lasting cultural asset—celebrating the beauty of the land, the strength of community, and the power of art to transform everyday spaces into meaningful experiences.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

The Desert Jewel Mural is a contemporary public visual arts project rooted in large-scale mural painting. The artwork will feature a desert-inspired Colorado landscape centered around a wolf, symbolizing resilience, unity, and connection to the land. The desert elements reflect the natural beauty of the Front Range, grounding the mural in a strong sense of place.

Culturally, the wolf represents leadership, protection, and community across many traditions, making it a powerful and inclusive symbol. Historically, murals have served as public storytelling tools, and this project continues that tradition by transforming an exterior wall into a meaningful cultural landmark.

Educationally, the mural provides accessible visual storytelling and encourages community engagement with art, environment, and local identity. By integrating art, placemaking, and civic space, the project enhances Castle Rock's cultural landscape while reinforcing pride, creativity, and shared values.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The Desert Jewel Mural is designed to engage the entire Castle Rock community, including residents, families, local businesses, students, and visitors. Located on a highly visible exterior wall facing a public parking lot, the mural will be freely accessible to pedestrians and drivers, ensuring broad public exposure without barriers. Community engagement will include progress updates, local outreach, and a public unveiling to foster shared ownership and pride. The project supports Castle Rock's cultural goals by investing in permanent public art that reflects local identity, enhances placemaking, and strengthens the town's creative presence. Success will be measured through community attendance at the unveiling, public interaction, social media engagement, feedback from residents and businesses, and increased activity in the surrounding area. Long-term impact will be reflected in the mural becoming a recognizable and celebrated community landmark.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

The Desert Jewel Mural is well positioned for completion well before December 31, 2027, with a targeted installation in summer 2026. Planning is underway with a defined scope, confirmed location, and secured site access on a building wall facing a public parking lot. Property owner support is established.

The mural will be created by Rob Bell, an experienced muralist with a strong portfolio of large-scale public works. Project leadership will oversee scheduling, budget management, and coordination with stakeholders to ensure timely execution.

With a secured artist, confirmed site, clear timeline, and community support, the project demonstrates strong organizational capacity and readiness for successful completion.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

There are no other funders for this project.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

IMG.jpeg

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

734 Wilcox Owner Mural Letter - 2_10_26, 1.pdf

Project/program budget details

What is the total amount you are requesting through this grant program? *

25,000

$5,000 - updated funding request total

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

ESTIMATE 1128 - John Propp Commercial Building Mural 1st Story Estimate.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

AMERICAN FAMILY INSURANCE
Home
Auto
Life
Business
SR22

ROBERTBELL
FINE ART

960 S OTIS ST
LAKEWOOD CO 80226
(303) 521-4383

ESTIMATE 1128 - Kat Pro Studio 1 Story Mural

Invoice for
Art Mural 1st story only
Kat Pro Studio
734 Wilcox St
Castle Rock CO 80104

Payable to
Robert Bell Fine Art

QUOTE #
1128

Project
1 Story Wall Mural

Due date
–

Description	Qty	Unit price	Total price
Painting 1st Story Wall - 54' x 12' = 648 sq ft	1	$25 sq ft	$16,200.00
City of Castle Rock Art Program	1		-5,000
White Primer Base Coat - $60/gal	3	$180.00	$180.00
White Primer Base Coat Application Fee	1	500	500
Protective Clear Coat - 300 square feet per gallon 2 coats.	3	$300.00	$900.00
Clear Coat Application Fee	1	$500.00	$500.00
Lift Rental - 5 day rental @ $1,000/week	1	$1,000.00	$1,000.00
Artist Design Fee - approx 10%	1	$2,000.00	$2,000.00
			$0.00

Notes: Desert scene with cacti, sunset, portrait of woman

Subtotal	**$16,280.00**
Adjustments	**$0.00**
Total	**$16,280.00**

Deposit

Artist Design Fee deposit due first, 1/2 of total due after approval of design, balance due upon completion of project

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169836

Date Submitted: 3/18/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

KC

Contact last name*

Neel

Contact role or title in organization, business or relation to grant application*

Co-Owner of Business

Contact email address*

kcneel@castlerockbikes.com

Contact phone number*

303-688-1722

Organizational information

Legal name of applicable organizational or business entity

Castle Rock Bicycle Co.

Doing business as name, if applicable and different than the above listed name

Castle Rock Bike & Ski

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ◉ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ○ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://castlerockbikeandski.com

Address*

25 S. Wilcox St

City*	State*	Zip code*
Castle Rock	CO	80104

Employment Identification Number (if applicable)

84-1567605

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Castle Rock Bike & Ski Mural Project

Provide a description of your program/project in 2,000 characters or less.*

Castle Rock Bike & Ski's mural art project is designed to transform an ordinary wall into a vibrant visual story. The mural combines bold color, layered imagery, and local tidbits to create a visually engaging and welcoming entry into the Downtown District. The design by local artist Christine Rose Curry draws inspiration from local culture, natural landscapes, and shared human experiences, using symbolism and flowing composition to guide viewers through the mural.

This mural project will be a fun and vibrant entry into the Downtown District where new meets old. It will add to and complement the existing murals in the district.

The southern section of the Downtown District, with its newer architecture, is somewhat bereft of art, although there are some sculptures scattered around the space.

There is an access point leading to the Plum Creek Trail just to west of our building and should that path access be upgraded, our mural will be a good marker for folks wanting to use that much-love path.

Ultimately, the mural will create a lasting landmark that reflects the cultural diversity of the Downtown District and will encourage pride in the neighborhood. This mural is designed to draw people into town and give them something to smile about.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

Castle Rock Bike & Ski's mural art project is designed to transform an ordinary wall into a vibrant visual story. The mural combines bold color, layered imagery, and local tidbits to create a visually engaging and welcoming entry into the Downtown District. The design by local artist Christine Rose Curry draws inspiration from local culture, natural landscapes, and shared human experiences, using symbolism and flowing composition to guide viewers through the mural. Ultimately, the mural will create a lasting landmark that reflects the cultural diversity of the Downtown District.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The location of 25 S. Wilcox St. coupled with the parking lot in front of it, will make the mural highly visible and noticeable. The mural, with its myriad references to Colorado and Castle Rock will be a testament and tribute to the availability and proximity to the town's numerous outdoor activities as well as the state of Colorado's premiere status as an outdoor destination for fun and recreation.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

This mural project is shovel-ready and can get underway as weather permits. We expect the venture to be completed by the end of Summer 2026. We have sourced the necessary materials (panels, paint, and hardware to attach the panels to the building). Artist Christine Rose Curry has set aside time to paint the mural. It is expected to take several weeks to complete.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Mural 1.jpeg

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$5,000.00

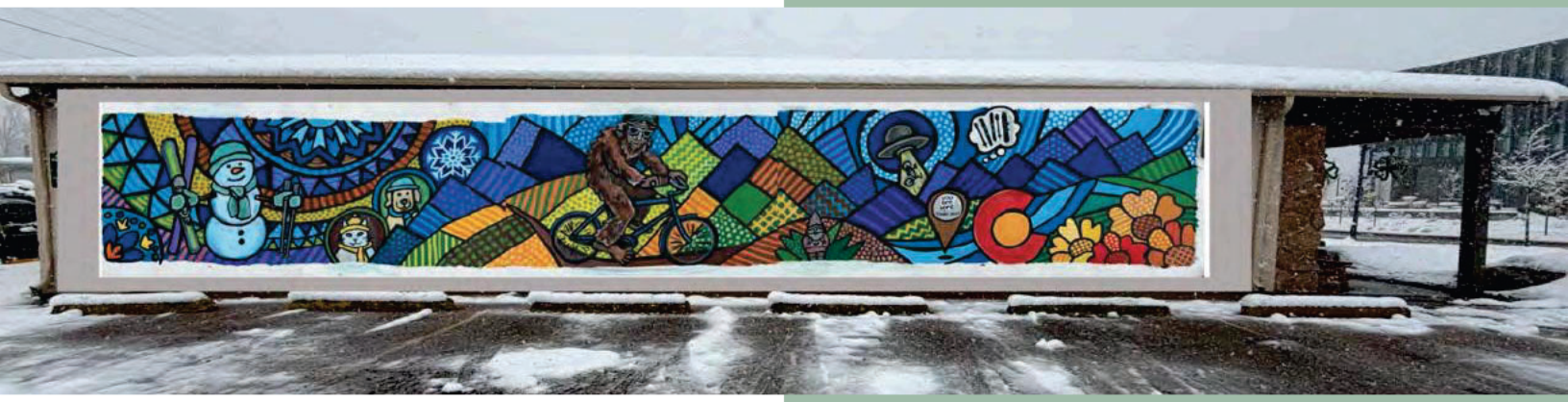
Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

Mural Grant Proposal.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Public Art Commission Grant Proposal



March 2026

Castle Rock Bike & Ski Mural

Castle Rock, CO

Executive Summary

Castle Rock Bike & Ski's mural art project is designed to transform an ordinary wall into a vibrant visual story. The mural combines bold color, layered imagery, and local tidbits to create a visually engaging and welcoming entry into the Downtown District.

The design by local artist Christine Rose Curry draws inspiration from local culture, natural landscapes, and shared human experiences, using symbolism and flowing composition to guide viewers through the mural. It's also fun.

Public art is an essential aspect of a healthy and welcoming community, and our mural will be the perfect complement to the fabulous murals that already beautify and entertain residents, visitors, and those who work in the Downtown District every day. Bright colors and dynamic movement will help the piece stand out creating an uplifting atmosphere that says "Welcome to Downtown Castle Rock".

Ultimately, the mural will create a lasting landmark that reflects the cultural diversity of the Downtown District and will encourage pride in the neighborhood. This mural is designed to draw people into town and give them something to smile about.

The Artist

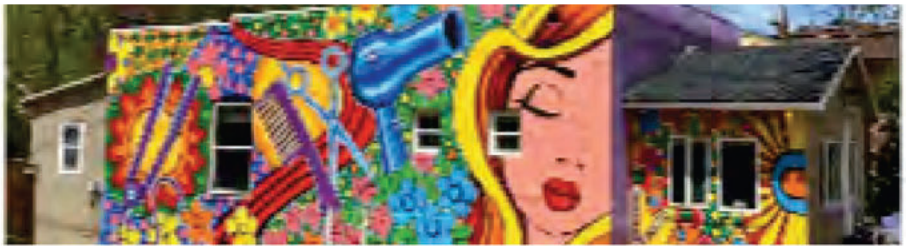
Christine Rose Curry grew up and still lives in Douglas County. Many of her art projects are or have been created and are located in Castle Rock including a mural Castle Rock Bike & Ski contracted her to create in 2018.

Some notable murals in Castle Rock include Meadowview Elementary, Crowfoot Valley Coffee & Crowbar, and Maddie's Biergarten.

Christine has also painted backyard and street-facing utility boxes around Castle Rock and other Denver metro communities.

Castle Rock Bike & Ski 411 4th St.

But her art is appreciated beyond Castle Rock's borders. Her murals and mixed media art can be found all around the Denver metro area. Christine has been the featured artist at several galleries over the years. (See her resume on Page x.)



Evolution Hair Design, Littleton, CO

Castle Rock Bike & Ski Mural

Methods & Timeline

01

This mural project is shovel-ready and can get underway as weather permits. We expect the venture to be completed by the end of Summer 2026. It is expected to take several weeks to complete.

02

Due to the extreme exterior texture of the building at 25 S. Wilcox St., Castle Rock Bike & Ski will install high-quality treated wood panels on the building, which will be primed and painted. The existing mural panel, which was part of Castle Rock Bike & Ski's original mural at 411 4th St. in Downtown Castle Rock before the building was demolished in 2023, will be moved to another location on the building.

25 S. Wilcox St., Castle Rock, CO

03

The mural will measure 7 feet high by 48 feet wide. It will cover the majority of the south wall of the building.

Castle Rock Bike & Ski Mural

The Mural

you are here
THANK YOU!!

you are here
THANK YOU!!

you are here
THANK YOU!!

Budget/Request

Grant Request:

Castle Rock Bike & Ski is requesting a project grant of $5,000.00 to commission a mural on the south side of the building located at 25 S. Wilcox St. in Downtown Castle Rock.

Materials:	
• *Building Materials*	*$1,200.00*
• *Paint (11 colors), brushes, drop cloths, rollers, gas*	*$1,700.00*
Labor:	
• *Design*	*$350.00*
• *160+ hours*	*$5,000.00*
Total:	***$8,250.00***

Date: March 12, 2026
To: Jen Perry, Chairman, Castle Rock Public Art Commission
From: Dan Berkenkotter, Berkenkotter Holdings
Re: Castle Rock Bike & Ski Mural Grant Proposal

Dear Ms. Perry,

I am the owner of the building located at 25 S. Wilcox St., Castle Rock, CO. I have reviewed the art installation project proposed by my leasee, Castle Rock Bike & Ski, and I believe this mural project will be a benefit to the property and the town.

I am not helping fund this project; however, I am endorsing it. Please do not hesitate to reach out with any questions.

Sincerely,

Dan Berkenkotter
Berkenkotter Holdings

Attachment A

Christine Rose Curry
artist@ChristineRoseCurry.com
720.273.6861
PO BOX 272
Louviers, CO.
www.ChristineRoseCurry.com
Facebook: ArtBy:ChristineRoseCurry
Instagram: @ChristineRoseCurry

Public Murals
- *2025: Meadow View Elementary, Castle Rock, CO.*
- *2025: Evolution Hair Studio, Littleton,CO.*
- *2021: Panaderia Luna, Aurora, CO.*
- *2019: Pioneer Hills Shopping Center, Aurora, CO.*
- *2018: Castle Rock Bike & Ski, outdoor public mural, Castle Rock, CO.*
- *2017: CrowBar, dining/sitting area mural, Castle Rock, CO.*
- *2017: Crowfoot Valley Coffee, public bathroom mural, Castle Rock, CO.*
- *2015: Maddie's Biergarten, fence mural, on music stage, Castle Rock, CO.*
- *2014: True Appearances Salon, shampoo room mural, Castle Rock, CO.*
- *2013: Dickason Chiropractic, treatment room mural, Castle Rock, CO.*
- *2011: Littleton Academy Charter School, Library Mural, Littleton, CO.*
- *2010: Bethany Rehabilitation Center, Lakewood, CO.*

Private Residence Murals
- *2014: Denver, CO, 2 murals in window wells of the home*
- *2013: Castle Rock, CO, 2 utility boxes in front yard*
- *2013: Castle Rock, CO, kitchen window mural*
- *2013: Littleton, CO, baby nursery*
- *2013: Littleton, CO, kid's playroom*
- *2011: Castle Rock, CO, backyard utility boxes*
- *2010: Castle Rock, CO, street utility boxes*
- *2009: Lone Tree, CO, living room mural*

Art Exhibitions
(A full list of exhibitions available upon request)

Attachment B

Examples of Christine Rose Curry's Art:

Crowfoot Valley Coffee and CrowBar Mural

Madi's Biergarten Colorado Flag

Pioneer Hills Shopping Center Enclosure Murals

Castle Rock Bike & Ski

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169665

Date Submitted: 3/12/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name* Matthew

Contact last name* Rose

Contact role or title in organization, business or relation to grant application* Music Director

Contact email address* matthewleerose@comcast.net

Contact phone number* [redacted]

Organizational information

Legal name of applicable organizational or business entity Littleton Community Music Association

Doing business as name, if applicable and different than the above listed name

Castle Rock Orchestra

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

www.CastleRockOrchestra.org

Address*

PO Box 464

City*	State*	Zip code*
Castle Rock	CO	80104

Employment Identification Number (if applicable)

84-1292053

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

20160428 - LCMA - 84-1292053 - IRS Letter of Determination.pdf

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

990_2021_LCMA.pdf

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

May 3 2025 American Independence Concert

Provide a description of your program/project in 2,000 characters or less.*

We are having a patriotic concert as the last concert of our season at 3pm May 3, 2026. We are hoping to get vocalists from a variety of local choirs to join us for our finale.

The Castle Rock Orchestra is an adult community orchestra based in Castle Rock, Colorado, since 2007. The ensemble rehearses at The First United Methodist Church of Castle Rock, 1200 South Street, Castle Rock, CO on Sundays from 2pm to 4pm. The group is a part of the Littleton Community Music Association (littletonmusic.org), a Colorado non-profit.

Our target audience includes Castle Rock and Douglas County residents. the orchestra adds value by being the sole community orchestra in Castle Rock. We do not qualify for SCFD grants as the town is not in the SCFD district.

The grant will help finance music purchases and rentals as well as any professional musicians that might join us.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

Orchestral and choral music will be performed including patriotic pieces by Aaron Copland and John Williams.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The intended audience is residents of Castle Rock and Douglas County. Success is measured by the quality of the performance as well as the size of the audience.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

The concert is part of our 2025-2026 regular concert series. This is the orchestra's 18th season.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

We get annual grants from CORE electric company.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

May 2026 Indie Celebration POSTER A1.jpg

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$500

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

May 1 2026 Indie Concert.xlsx

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

May 1 Concert

	Expenses		Revenue
Music Rental	$ 500.00	Town Grant	$ 500.00
Music Purchases	$ 250.00	Bill Conklin Donation	$ 500.00
Professional Musicians	$ 300.00	Ticket Sales	$ 500.00
Conctact Musicians	$ 600.00	CORE Grant	$ 150.00
	$ 1,650.00		$ 1,650.00

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169958

Date Submitted: 3/23/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*	Contact last name*
Melanie	Schambach

Contact role or title in organization, business or relation to grant application*

Artist

Contact email address*	Contact phone number*
contact@melanieschambach.com	[redacted]

Organizational information

Legal name of applicable organizational or business entity

NA

Doing business as name, if applicable and different than the above listed name

NA

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ○ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ◉ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://www.melanieschambach.com/

Address*

[redacted]

City*	State*	Zip code*
Castle Rock	CO	80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Everyone is an Artist

Provide a description of your program/project in 2,000 characters or less.*

“Everyone is an Artist” is a temporary, interactive public sculpture designed to activate an emerging arts corner near the Cantril Schoolhouse in Castle Rock. This site already includes a community garden, a mini library, and a student pottery display, making it an ideal location to expand participatory cultural engagement.

The sculpture is a circular, spiraling structure composed of four interactive elements: (1) a ground-level chalkboard where children and visitors respond to prompts such as “My happy place”; (2) a hand-painted landscape mural featuring mule deer, reflecting local identity and acting as a visual attractor; (3) an interior “hidden gallery” where visitors can place and view small artworks on a spiral display inspired by the Guggenheim Museum, reimagined as a space where everyone contributes; and (4) a top-level Art Supplies Exchange, encouraging neighbors to share creative materials through a “take some, leave some” model.

The target audience includes families, youth, workshop participants, and visitors to the Cantril area. The project is designed to be accessible to all ages and abilities, offering multiple entry points for participation through drawing, sharing, viewing, or contributing materials.

Designed for durability and safety, the structure will be built with all-weather materials in partnership with Black Rhino Construction, including a reinforced concrete base. The installation is proposed as a 9-month pilot to test community stewardship and maintenance in collaboration with Castle Rock Art & Recreation. After 9 months, the Town may keep or remove it; removal by the artist.

This work adds community value by transforming a passive corner into an active cultural space. It invites participation rather than observation and fosters creativity as a shared resource. The spiral form symbolizes collective growth reflecting Castle Rock’s evolving identity and the role of the arts in helping communities connect, express, and imagine together.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

The sculpture brings together visual art, storytelling, and public participation to foster cultural exchange. It contributes to a regenerative vision of art as a way to express our humanity, echoing traditions of dancing, singing, and storytelling present since the earliest human civilizations. While professional art has its place, this project emphasizes art as a cultural practice that builds connection, belonging, and collective meaning. When everyone steps into the role of the artist, we open space for collective imagination and begin recreating the future we want to see.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

This project engages the Castle Rock community through open, hands-on participation at a highly visible site near the Cantril Schoolhouse. The intended audience includes families, youth, workshop participants, and visitors of all backgrounds and artistic experience. Multiple entry points: chalk drawing for little people, contributing small artworks, viewing others' creations, and sharing materials, ensure accessibility and inclusion. The sculpture supports community art and cultural goals by activating a shared space into a living, evolving artwork shaped by its participants. It fosters belonging, creativity, and cultural exchange. Success will be measured through participation levels, frequency of contributions, material exchange, and observational feedback, as well as the diversity and volume of artworks added over time.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

I am prepared to complete this project well before the December 31, 2027 deadline, with concept, site alignment, and fabrication approach already defined. I hold a BFA in Visual Arts with training in welding, woodworking, plaster casting, clay, and painting. With over 20 years of experience, I have led participatory art projects and managed budgets up to $150,000, delivering complex, community-based work.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

For this project, I will partner with Black Rhino Construction (hardscaping) to ensure durable materials, structural integrity, and safe installation for outdoor conditions. Based in Castle Rock, I am actively engaged in the local community and ready to implement this work. My combined experience in fabrication, facilitation, and project management ensures successful delivery with strong community impact.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

mini art museum proposal S.jpeg

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$5,000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

mini art museum budget.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Art Supplies Exchange
Take Some • Leave Some
ART
Art Supplies Exchange
Take Some • Leave Love Some
Crayola
Everyone is an Artist

Project Budget – "Everyone is an Artist" ($5,000 Total)

	Description	Total
Materials & Fabrication	Exterior-grade plywood / MDO panels All-weather coatings, sealants, primers Chalkboard paint + mural paints Hardware (hinges, fasteners, locks for gallery door, solar charged lights) Interior shelving (spiral display + supply compartments) Art supply starter stock (markers, crayons, paper) Signage (Art Supplies Exchange + instructions)	$1600.00
Structural Support	Concrete base materials + pour Structural reinforcement (framing, anchoring) Consultation + partial labor support (in-kind + reduced rate)	$900.00
Artist Fee	Design development Mural painting + finishing Fabrication + assembly Project management + coordination *(Below standard rate—artist contribution to community project)*	$1500.00
Transportation & Installation	Material transport Delivery of structure Installation support (equipment + labor assistance)	$500.00
Community Engagement	Initial prompts + printed materials Opening activation / light facilitation Documentation (photos for reporting)	$250.00
Contingency	Unexpected material or repair costs	$250.00
	Total	**$5,000.00**

TOWN OF CASTLE ROCK
PARKS & RECREATION

Castle Rock Art and Culture Grant Review Committee
Town of Castle Rock
100 N. Wilcox St
Castle Rock, CO 80104

Dear Grant Review Committee,

I am writing to express the Town of Castle Rock Parks and Recreation Department's support for the proposed project, Everyone is an Artist, and its installation near Cantril School.

The proposed location is well-suited for this type of interactive public art installation. The site already serves as a community gathering space with amenities such as a garden and little-free pottery library. This project will complement and enhance the area by encouraging further creativity, participation, and cultural engagement among residents and visitors.

The Parks and Recreation Department supports the installation of this project and acknowledges its value in providing accessible, inclusive, and hands-on artistic experiences for people of all ages and abilities. The project aligns with the Town's goals of fostering community connection and enriching public spaces through arts and culture.

The department agrees to allow installation of the project at a location that will be coordinated with the Facilities Supervisor and supports the proposed pilot period. The Parks and Recreation Department will coordinate with the artist regarding general site stewardship and maintenance considerations during the installation period. The Town will retain the right, at its sole discretion, to remove the installation if necessary due to safety, operational, maintenance, or other municipal considerations. Removal may also occur at the conclusion of the pilot period or if the project no longer meets site or community needs.

Thank you for your consideration of this project.

Sincerely,

Jeff Brauer
Parks and Recreation Director
Town of Castle Rock

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169871

Date Submitted: 3/19/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name* Samantha

Contact last name* Sobas

Contact role or title in organization, business or relation to grant application* Project Manager

Contact email address* [redacted]

Contact phone number* [redacted]

Organizational information

Legal name of applicable organizational or business entity COFF33

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- ○ Nonprofit organization, (501(c)(3), 501(c)(6)
- ◉ Business (LLC, Corporation, etc.)
- ○ Local government/municipality entity
- ○ School/educator
- ○ Individual artist or community member
- ○ Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

https://coff33.co/

Address*

20 Wilcox Street, Ste 111-C

City* Castle Rock

State* CO

Zip code* 80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Rooted in Castle Rock

Provide a description of your program/project in 2,000 characters or less.*

Our goal is to create a recognizable art moment in historic downtown Castle Rock where Festival Park foot traffic can pause, gather, and experience art in the everyday rhythm of Castle Rock. Something residents and business owners proudly show visiting friends and visitors stop to photograph. A year-round feature, real and rooted in the beautiful four seasons of Colorado and natural landscapes surrounding Castle Rock, enhancing the guest experience.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

Rooted in Castle Rock is a contemporary public sculpture that blends fine art, environmental design, & local storytelling. The metallic tree form draws from Colorado's native landscapes, particularly the resilience & movement of trees shaped by wind, season, and time. While its industrial materiality reflects the region's balance of natural beauty & built environment. Artistically, the piece emphasizes texture, scale, & organic form to create an immersive, walkable experience. Culturally, it serves as a modern landmark rooted in place, connecting residents & visitors to Castle Rock's identity & outdoor heritage. Historically, it echoes the importance of land, growth, & community gathering spaces in the town's development. The installation also carries an educational & interdisciplinary element, bridging art, architecture, & placemaking. It demonstrates how public art can shape behavior. Inviting pause, interaction, & reflection, while enhancing the visual and cultural fabric of town.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

Rooted in Castle Rock is designed as a highly visible, publicly accessible gathering point within walking distance of Festival Park, naturally engaging pedestrians, residents, business patrons, and visitors. Its placement invites people to pause, gather, and interact—whether during daily routines or community events—making it a lived experience rather than a pass-by object. The audience is broad and inclusive, from local families to tourists. Inspired by Colorado's natural landscape, the sculpture evolves with the seasons, encouraging repeat visits and organic photo sharing that expands its reach. We will collaborate with nearby businesses to incorporate the installation into seasonal moments and community life, strengthening downtown vibrancy and identity. Success will be measured through foot traffic, dwell time, social media engagement, and feedback from local businesses and visitors, demonstrating meaningful community connection and lasting cultural impact.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

The project is in an advanced planning stage with key partners identified and aligned. We have secured a concrete work quote and are collaborating with local artist Matt Rinn, whose established body of public work in Castle Rock demonstrates both capability and community resonance. His familiarity with local processes and installation requirements reduces risk and supports efficient execution.
The proposed site is already identified and supported, with advocacy from Nate Ormond to revitalize a high-visibility planter that has consistently failed due to low sunlight. This challenge directly informs our approach, replacing unsustainable plantings with a durable, permanent artistic solution.
With defined scope, experienced collaborators, and a clear site plan, the project is well-positioned for timely implementation. Our team is prepared to move forward upon approval, ensuring completion well ahead of the December 31, 2027 deadline.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Rooted in Castle Rock Visual Documentation.pdf

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$5,000

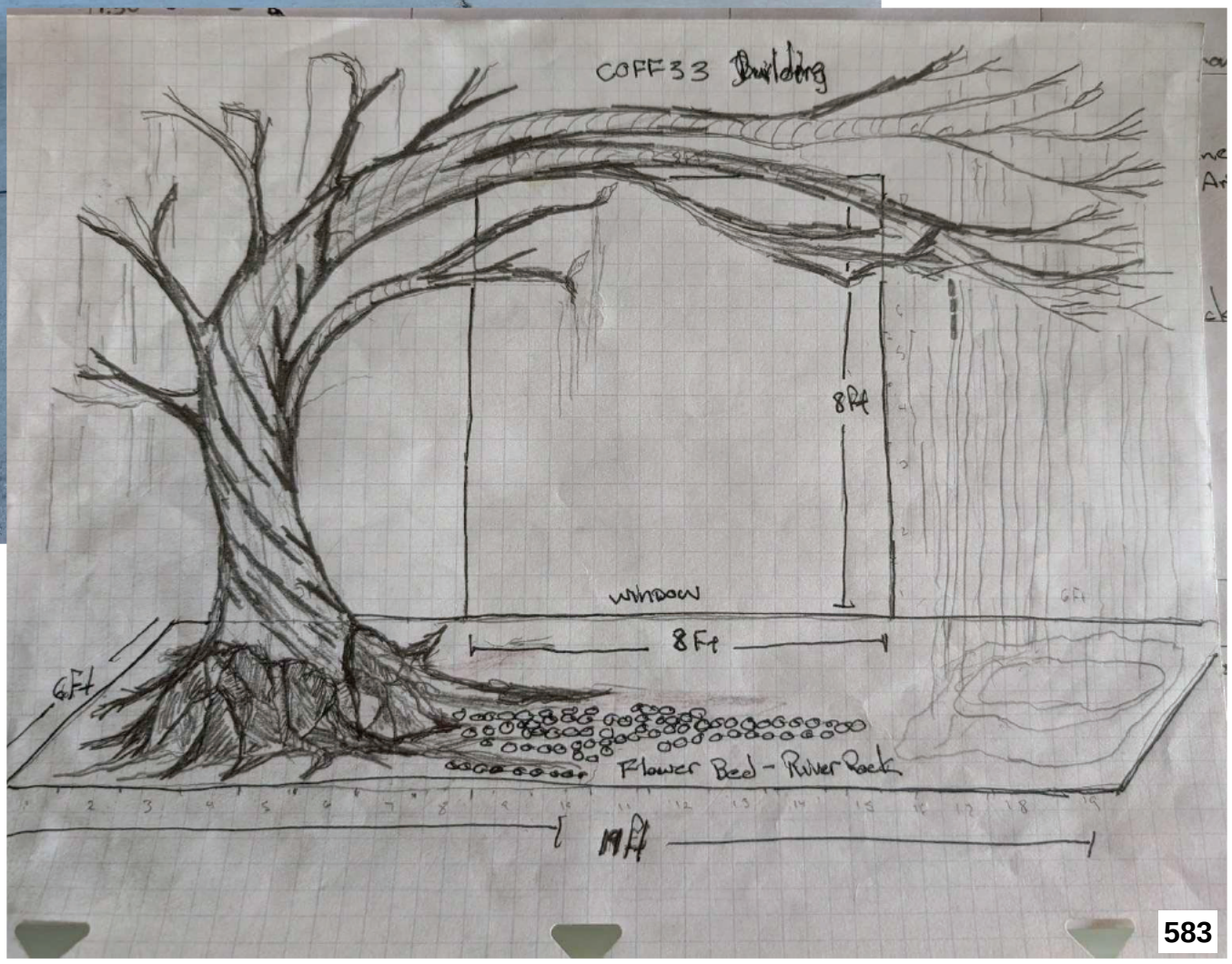
Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

COFF33 Rooted in Castle Rock Budget.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

COFFEE


COFF33 Building
8Ft
window
8Ft
6Ft
Flower Bed - River Rock

“Rooted in Castle Rock”

Rinn Original

By Matt Rinn

Custom Carvings, Furniture, Memorial Lamps, & Paintings

As a lifelong self – taught artist, Rinn Original creator Matt Rinn has always been inspired by a love for the Earth's natural beauty. His creations are imaginative and vast but have an overall style that has been described as "modern-rustic" or "reclamation-chic". Matt's compliments extend first and foremost to Mother Nature's magnificence, including all her amazing creatures, elements and forms. The result of her hard work guides his attempts to represent her masterpieces in a way that people can appreciate through a unique twist on perspective. His broader vision is to create conversational works of art that inspire the imagination.

RINNORIGINAL

Rinn Inquires:

720 256 6665

RinnOriginals@gmail.com

WWW.Rinnoriginal.com

Pricing Sheet for RinnOriginal	Rooted in Castle Rock			
Customer	COFF33 / Castle Rock			
Materials Checklist	**Description**	**Price**	**Quanity**	**Total**
Steel Material				
Steel Base Plate	48" x48" x 1/2"	$360	2	$720
2" Round Tube	2" x 0.125 " x 10' Round Bar	$126	10	$1,260
.375 Round Bar	.375" x 10'	$59.50	22	$1,309
0.04 Alloy Sheets	20" X 26" Annealed .04	$122	15	$1,830
Expanded Metal Sheets	48" x 96" Expanded	$150	2	$300
304 .5" National Corse Threaded	4"x .5" National Corse	$4.50	20	$90
304 National Nuts	.5 Nation corse Nut	$4	40	$160
Foundation Materials				
Black River Rock	2 " x 3" Black Mexican	$716	1	$716
Concrete Foundation	Creteworx			$5,370
Flood Lights	Boise Flood	$200	4	$800
Electrical installation	4 Hours	$250	4	$1,000
Tools & Supplies	Welding and Cutting			$2,300
Artistry	Design and Work	$100	150	$15,000
Delivery & Installation	Lift rental and labor			$400
		Total	$ 31,255.00	

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169453

Date Submitted: 3/9/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Scott

Contact last name*

Gillespie

Contact role or title in organization, business or relation to grant application*

Castle Rock Police Department K9 Association

Contact email address*

sgillespie@crpdk9.org

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Castle Rock Police Department K9 Association

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

crpdk9.org

Address*

220 S Wilcox St

City* Castle Rock

State* Colorado

Zip code* 80104

Employment Identification Number (if applicable)

92-2966788

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

IRS Affirmation Letter 2026.jpg

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Program Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Castle Rock Police Department K9 Association

Provide a description of your program/project in 2,000 characters or less.*

Our program was created this year and we are launching our efforts with the installment of a life-sized bronze statue titled “Sit, Stay, Heal” commemorating the heart of our first-in-the-state Police Therapy Dog program piloted by CRPD in 2021. This statue is intended to add to the beauty of downtown Castle Rock through functional art highlighting the many contributions of our Police Therapy Dog Program. This sculpture targets audiences of all ages and ability levels by drawing onlookers into a meaningful dog and human interaction during a time of need.
Police Therapy Dogs have become an invaluable 21st century policing tool for addressing various forms of school violence, improving effectiveness in co-response teams, securing child-victim statements, and advocating for special needs populations. As the first in Colorado, the Castle Rock Police Department quickly demonstrated overwhelmingly positive results in our schools, with community members and within our ranks. CRPD has now assisted agencies in Colorado and across the US in starting their own police therapy dog programs. This evidence-based innovation is essential to serve communities that struggle with mental health, helps build community trust and improves school safety in novel ways.
While the needs of working dogs and handlers are covered by the town, these programs rely on generosity from the public to care for dogs in retirement, host additional trainings and to generally promote the successes preventative policing programs across the nation and the world. The newly launched K9 association was organized to recognize the work done through these programs, educate the public in their value to our community and provide services to new and existing working canine teams. This statue is one major step in the direction of drawing awareness and will hopefully provide numerous opportunities for future discussions and expansion of these types of programs through the association.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

The newly established K9 Association is seeking to promoting police therapy dog programs. The commissioned statue utilizes the timelessness of sculpted art to capture the attention and continue conversations about positive human-animal interactions. Police Therapy Dog programs have fundamentally changed the policing culture in Castle Rock, Douglas County, throughout our nation and across the world. This statue focuses on the relationships that are forged by these hard-working dogs in our schools and across our community.
This statue will be placed in a shaded seating area near the front of the police department where visitors to downtown can sit and enjoy the beauty of the statue. This area is envisioned to host events like readings of our new children's books that highlight the benefits of these programs. The bricks around the pedestal will hold retirements plaques commemorating the service of CRPD therapy dogs – starting with Buttercup who officially retired at Starlighting in 2025.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

The Castle Rock community has been outspoken in their support of these programs and this statue would illustrate the many successes that have resulted from this support. Our Town Mayor highlighted this program with guest visits from Buttercup and Police Chief points at this innovation when he speaks about innovations in policing to international audiences. This statue would help to memorialize the culture-shifting contributions made by these dogs. The previously discussed placement of the statue will allow for unlimited access, excellent visibility and will strive to catch the eye and the heart of everyone who passes by. In addition to add beauty to downtown, this statue functions as a picture of One by One policing by depicting the ways that therapy dogs create environments that are safe, secure and where people can thrive. In this way, the k9 Association's sculpture is an artistic representation of the larger cultural goals of the Town of Castle Rock and its Police Department.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

The K9 Association was started a few years ago, but recently received 501(c)(3) status in December of 2025. While organized, we have yet to broadly announce our existence to the Castle Rock community. The proposed sculpture accomplishes this announcement and boosts the value of the program in the public eye.
A smaller maquette of the statue and a bronze miniature replica have already been completed and are being utilized to provide a visual for fundraising efforts. The larger final sculpture is currently in process at a Foundary in Loveland and its completion is expected by summer of 2026. The statue was created by local artist Janene Cable-DiRico, who is also credited with numerous murals and statues around the Castle Rock community. Janene has dedicated her time and the clay needed to make the models facilitating the quick competition time. The Town Manager's Office and the Castle Rock Police Department have voiced support for this project and allocated a space for its installation.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Current Received Support: The Aloha Fund $1000 Starlighting Donations $500 The Robert Family $5000 Confluence Companies $5000 Janene Cable DiRico $25,000 + In-kind work Pledged Support: Sandstone Care Facility $TBD Advent Health Grant $TBD TOCR Council Community Grant $TBD Chamber of Commerce $TBD Dr. Quint – Castle Pines Vet Clinic $TBD Berkenkotter Motors $TBD Castle Rock Autoplex $TBD

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Project Renderings (1).docx

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Partnership-Support Letters (1).docx

Project/program budget details

What is the total amount you are requesting through this grant program? *

$10,000

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

Sit Stay Heal Cost Breakdown for Grant Application.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Detailed Project Description and Visual Renderings

Sit, Stay, Heal Sculpture

This sculpture was conceptualized and created by Janene DiRico-Cable to highlight the uniqueness of the connection between dogs and people. In hearing about the Police Therapy Dog program at Castle Rock Police Department, Janene immediately began adapting her vision to honor the work that these incredible dogs were doing with students in our area. As a former Castle Rock resident herself, and using recycled clay from another former Castle Rock artist (Kim McKie), Janene incorporated themes of love, loyalty, healing and connection - which are hallmarks of all Police Therapy Dog Programs. The recycled clay application aligns with the heart of our program which largely utilizes rescued dogs to build connections with people who often need rescuing as well. Janene also honored the larger reality of connection between people and dogs by dedicating names of past and present dogs she has known into the clay hair of the dog in the sculpture so they can join in the spirit of this work.

The name “Sit, Stay, Heal” is a playful way of describing the interplay between what dogs and humans teach each other through our connection. Not only do dogs so willingly learn to behave themselves in human environments through these words, but humans also learn to behave themselves in ways that allow dogs to trust us through these words. This relationship built through this interaction ultimately allows us to revive each other when we are overwhelmed. This sculpture allows us a peek into how the symbiotic relationship comes to life when we sit together, stay a while and heal together through mutually needed connection.

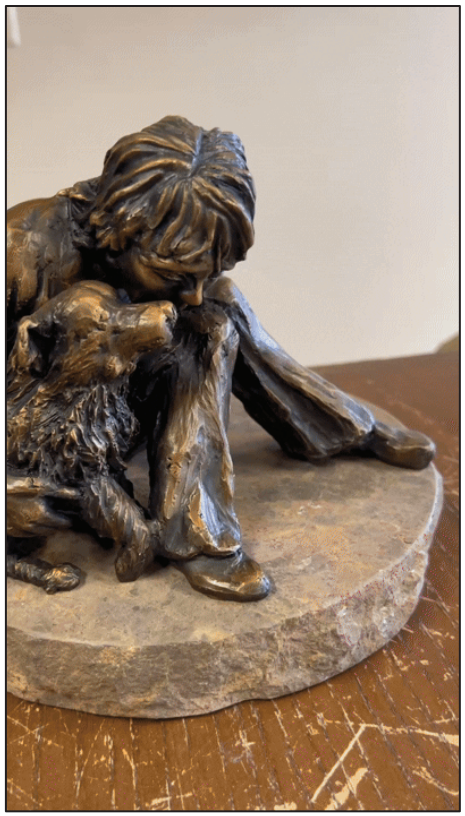
Sculptural design elements include over-sized hands to represent the work involved in healing and somewhat tattered boots represent the miles it takes. The bending posture to meet at a mutual point and the closeness of each being meld together to tell the lasting connection story. In addition to physical support, the heart-to-heart link between species is unique to dog – human relationships and provides the foundation for how we help each other in our most difficult moments.

This sculpture is dedicated to the work that the CRPD Police Therapy Dog unit is doing in our community, but it also commemorates the universally appreciated relationship we all have with “man’s best friend.”

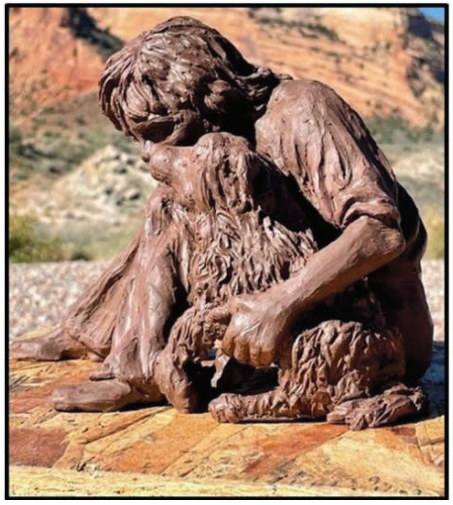
Covered Patio Seating Area

This sculpture is anticipated to be placed in a new covered patio area located near the corner of Perry St and Second St connecting to existing sidewalks and near the existing flagpole. Currently, the sculpture of Police K9 “Jax” (Also created by Janene DiRico-Cable) is located on the opposite side of the entry to the police department (to the south), but there is already a plan to move it to this new covered patio area to the north during an upcoming remodel of the front of the police department. There is an existing plan for this remodel (Fall of 2026) and this project is perfectly timed to be completed and installed after the completion of the new patio area. Bricks from the old Acme Brick Yard have been offered as a donation for the patio, statue pedestals and the connected seating area.

The concept behind this space is an inviting area where the functional art invites observers to interact with the sculptures and experience the human-animal connections that they depict. It is also envisioned as a useful area to announce the major milestones in our police K9 programs including officer promotions to our K9 unit, successful K9 deployments and future K9 retirements which will be memorialized with plaques mounted to the pedestal of the sculptures. The location of this patio will allow it to be a highlight not only for visitors of the police department, but also to participants in town events like the farmer’s market, concerts, cattle drive, Starlighting or people who are simply walking past Festival Park while enjoying beautiful downtown Castle Rock. The location of this patio takes a previously underutilized space in the center of downtown and revitalizes it into a useful space to highlight some of the ways that the police department protects and connects with Castle Rock community with the help of our police K9 partners.



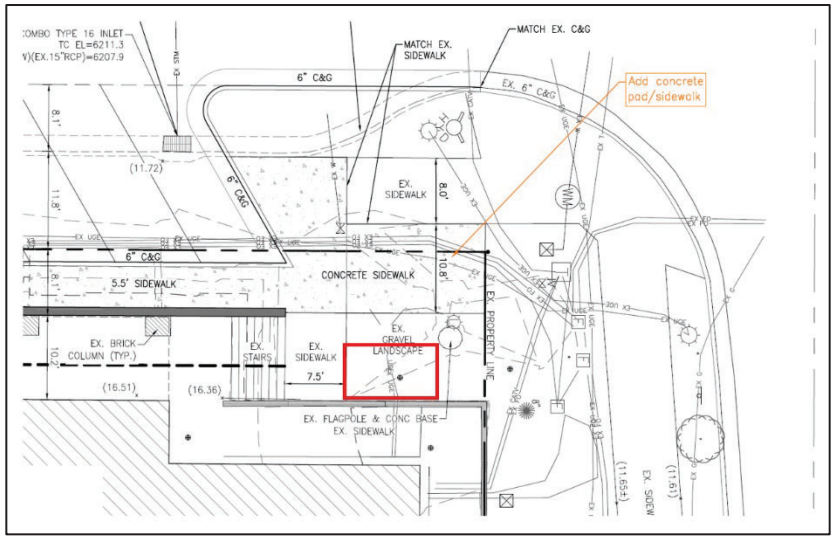
The Maquette



Foam Enlargement

Small Bronze

Perry St



Second St

Invoiced Plus Unbilled Cost Roll Up

COMPONENT	COST ($)
Bronze Foundry Costs	
Maquette Mold/Wax	$767
Small Bronze Casting	$2,850
Foam Enlargement	$2,650
Full Size Mold	$4,667
Full Size Bronze Casting	$8,400
Contingency @ 10%	$1,933
PRODUCTION TOTAL	$21,267
Artist Costs	
Labor	$5,000
Travel	$4,000
ARTIST TOTAL	$9,000
INVOICED TOTAL	**$30,267**
Taxes [8.66%]	$2,621
TOTAL TO BE INVOICED	**$32,888**
UNBILLED COSTS	$25,410.00
Taxes for unbilled costs	$2,200.51
INVOICED PLUS UNBILLED	***$60,499***

Artist Costs/ Production Costs ***2.8***

Summary of Unbilled Cost

DESCRIPTION	LEVEL OF EFFORT	LABOR	MATERIALS	UNBILLED COSTS
Concept development	20	$1,000	$0	$1,000
Table-sized stone base for the small bronze casting	0	$0	$120	$120
Recycled clay for point up	0	$0	$75	$75
Invoicing and Cost Tracking	20	$1,000		$1,000
October 29, 2025, hotel room in Castle Rock	1	$50	$165	$215
Under estimated actual	20	$1,000		$1,000
Artist fee [retail cost]				$20,000
SUBTOTAL	**61**	**$3,050**	**$360**	**$23,410**
75 Wooden Plaques	12	$600		$600
50 Painted Rocks	10	$500		$500
T-Shirt Design	18	$900		$900
SUBTOTAL	**40**	**$2,000**	**$0**	**$2,000**
TOTAL	**101**	**$5,050**	**$360**	**$25,410**

CASTLE ROCK CHAMBER

March 5, 2026

To Whom It May Concern,

As President & CEO of the Castle Rock Chamber, I am writing to voice my support for the newly established Castle Rock Police Department K9 association and the statue they have commissioned to launch their efforts.

The Chamber proudly supports local businesses and nonprofit associations that improve the quality of life in our community. The Castle Rock Police Department Therapy Dog Program has demonstrated it's effectiveness over the past 5 years and has become an integral part of the mental health resources offered to student and adult populations alike. The Chamber is proud to collaborate with the Castle Rock PD and supports the initiative of the Therapy Dog commemorative statue enhancing the program's recognition.

As the first Police Department in the State of Colorado to attempt a Therapy Dog Program, it is appropriate to memorialize the successes of this innovative resource. Many other agencies around the state have since launched their own Therapy Dog programs following Castle Rock's lead. This statue will honor the impact of the dogs, the mental health resources from the Police Department, and the pioneering spirit of Castle Rock as a whole.

The proposed statue and location (across from Festival Park) is an ideal location to highlight the many investments the Castle Rock PD has made in our community. A covered and lit seating area around the statue/s will be a fitting place for community members to experience the artwork up close and personal. This location also provides enough space to share with the existing statue honoring retired Police patrol dogs in the same location. This vision will transform a somewhat underdeveloped corner in the middle of downtown and further beautify an area where people enjoy gathering, reflecting on the strength of our Town.

I am proud to endorse both the K9 Association and the associated statue. We look forward to partnering with Castle Rock PD to create a festive dedication of the new statue/s upon their completion.

Sincerely,

Lori Gerlits, President & CEO

420 Jerry Street, Castle Rock, CO 80104 | 303.688.4597 | castlerock.org

TOWN OF CASTLE ROCK COLORADO

POLICE DEPARTMENT
100 N. Perry Street, Castle Rock, CO 80104
(303) 663-6100 Office · (303) 663-6105 Fax

To Whom It May Concern,

I am writing to express my strong and enthusiastic support for Officer Scott Gillespie's grant application to fund the installation of a commemorative statue honoring the Castle Rock Police Department's therapy dog program.

The Castle Rock Police Department has a proud and long-standing tradition of recognizing the invaluable service of our K-9 partners. Our headquarters prominently features the "Jax" statue, which memorializes the patrol dogs that have faithfully served this agency and our community. That monument stands as a powerful symbol of loyalty, courage, and dedication. The Jax memorial was thoughtfully developed and created by a talented local artist, whose work has become a meaningful and recognizable tribute to our K-9 legacy. That same artist has now approached us with the opportunity to create a second commemorative statue honoring our therapy dog program, ensuring continuity in design and artistic vision.

Officer Gillespie's vision to expand that recognition to include our therapy dogs is both meaningful and well-deserved. The Castle Rock Police Department's therapy dog program was the first of its kind in the state of Colorado and has since become nationally recognized for its innovation and impact. The positive influence these dogs have had on our community—particularly within our schools—has been immeasurable. They provide comfort during times of crisis, build bridges between the police and youth, and serve as a daily reminder of compassion at the heart of public service.

Placing a statue honoring our therapy dog program alongside Jax's memorial at the front of our headquarters would create a powerful and unified tribute to all of our service dogs—those who protect and those who heal. Together, these statues will stand as an enduring icon of our professional ethos and a visible reflection of the values we uphold as an agency.

I am fully committed to partnering with Officer Gillespie to ensure this project is successfully completed and proudly installed at the front of our department. It is an honor to support this initiative, and I strongly endorse this grant application.

Thank you for your consideration and support of this meaningful project.

Sincerely,

Sam Varela

Sam Varela
Deputy Chief
Castle Rock Police Department

February 13th, 2026

To Whom It May Concern,

My name is Brenden Poteet, I am writing in support of the therapy dog statue being proposed by the Castle Rock Police Department K9 Association.

Police therapy dogs are certainly deserving of a statue like their other K9 law enforcement counterparts. They serve a critical purpose, particularly when serving with School Resource Officers. I speak from experience on this, as Officer Scott Gillespie and his K9, Buttercup, are very influential at Castle View High School (CVHS), where I graduated from.

Officer Gillespie and Buttercup's presence at CVHS has benefitted many students, myself included, creating a colossal positive impact on the surrounding Castle Rock community. The embracement of police therapy dogs across Douglas County schools has led to more positive interactions and overall better environments. It is not unreasonable to say that these dogs help cultivate a culture of trust and appreciation of our brave law enforcement. Fostering respect for our law enforcement is crucial for developing adolescents.

Police therapy dogs fulfill a crucial duty in calming students during tense interactions, something many CVHS students and myself can attest to. Having police therapy dogs makes law enforcement more approachable, especially when official school resources might be lacking in adequate support. Buttercup has alleviated stress and provided comfort whether students are simply having a bad day or in more dire circumstances when threat assessments are necessary. In my personal experiences, Officer Gillespie and Buttercup have done more to help and support me than any of the high school counselors.

Since graduating from CVHS, I have maintained my connection to Officer Gillespie, considering him a friend and mentor. His advice, guidance, and Buttercup changed my outlook on life and made it so I could enjoy school. This translated into success when I was accepted to the University of Missouri with a generous scholarship to further my education. While in college, I have interned at the United States Senate and I am currently working alongside a Missouri State Senator in support of a new law enforcement program to ensure armed security in every school in the State of Missouri. It is because of Officer Gillespie and Buttercup that I am on my current path of pursuing public service.

Though they fill a new and growing role, police therapy dogs are as deserving of recognition as the other law enforcement K9s. Recognizing them is also a recognition of the dedicated School Resource Officers that they serve alongside. It is for these reasons that I implore you to support this statue.

Sincerely,

BrendenPoteet

CVHS Class of 2023 | University of Missouri Class of 2026
National Social Media Director, College Republicans of America
State Chairman, Missouri Federation of College Republicans

Thank You and An Update

HE

Hilleary Everist <heverist@aol.com>
To Scott Gillespie
Cc Desiree LaFleur

Reply | Reply All | Forward | ...

Sun 2/1/2026 2:13 PM

You replied to this message on 2/5/2026 10:38 AM.

Hi Ofc Gillespie,
Thank you for your time last week and all the wonderful information on Castle Rock's Therapy Dog Program. The Program is both impressive and impactful. The statue in honor of Buttercup will be a fitting tribute to all she has accomplished. Of course, her accomplishments wouldn't be possible without your considerable dedication in developing and implementing the Program. Thank you for bringing the Program to Castle Rock. I am happy to pledge $1,000 from the Aloha Fund for the statue of Buttercup to be placed in front of the Castle Rock Police Department building. I have attempted to release that amount to your 501c3, but it is not yet available to receive donations. Hopefully, it will be available later this month.
Keep up the good work and thank you for all you do!
Best,
Hilleary

Hi Scott,

Thank you for taking some time to meet with me this morning. I enjoyed hearing about the successes you're having with the CRPD Therapy Dog Program. I admire what you're doing and the impact you're having on the community. Thank you!

We'd like to participate in your campaign with a $5,000 donation from Confluence Companies through our nonprofit Confluence Cares. I've copied Candace who can help arrange the payment.

BTW, Leia was so well behaved today. Nice job!

Thank you,
Tony

Anthony De Simone
CEO/Founder
Confluence Companies

o: 303-643-5799 m: 720-253-4234
430 Indiana St, Suite 200, Golden, CO 80401
www.confluenceco.com

CREATING EXCEPTIONAL PLACES®

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169535

Date Submitted: 3/10/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Tom

Contact last name*

Rogers

Contact role or title in organization, business or relation to grant application*

Board Member

Contact email address*

[redacted]

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Castle Rock Band

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

HTTPS://castlerockband.org

Address*

PO Box 1632

City* Castle Rock

State* Colorado

Zip code* 80104

Employment Identification Number (if applicable)

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

IMG.jpeg

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Project or program description

Indicate which grant type you are applying for.*

Program Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Castle Rock Community Band-Free Performance Series

Provide a description of your program/project in 2,000 characters or less.*

The original Castle Rock Band was founded in 1887, offering community concerts that broadened the musical and cultural landscape and developed town spirit. In 1999 Kent Brandebery , retired DCHS music educator and local historian, reformed the band with goals of providing musical and cultural initiatives to enhance the city cultural landscapes. The band now consists of 35-45 members , the vast majority of which are residents of Castle Rock, ranging in age from high school to members well into retirement. The band performs five to seven concerts a year, all free of charge at a variety of local events. These range from patriotic events on Memorial Day, Fourth of July , and annual Christmas concerts for the people of the City to enjoy music and culture. This meets the goals of the Art and Culture Grant Program by supporting the band as musicians and in bringing music to the community. All concerts are open to the public free of charge, and we've been known to host upwards of 250 people on a pleasant summer night as well as in Christmas performances. We also work with other community organizations such as the American legion, and the Castle Rock Handbell Ringers. We are diverse and have decades of experience performing in the town.In this way our band regulalarly adds value to the community by providing a wide range of musical and cultural experiences.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

The band performs a wide range of musical genres ranging form classical to Jazz to modern music such as Star Wars.Given our history we frequently play pieces from
John Phillip Sousa . We strive to play all sorts of music as befits our community. Often people come up after our performance with questions about music, instruments , and how to join the band

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

We engage the public by all performances are free to the community , and we try to dram in members of the public to the concerts. We measure success by the quality of the music, number of concerts and number of audience members, and our ongoing provision of a cultural home to all in Castle Rock.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

We have been implementing our program more than 25 years, so the program can be assured that we have the capability to use the grant resources efficiently and to achieve the stated goals.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

We had $3500 donations in 2025, as well as a grant of $4968 from the Art and Cultural Program. We also receive $1300 per year from our King Soopers program.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

Choose File No file chosen

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

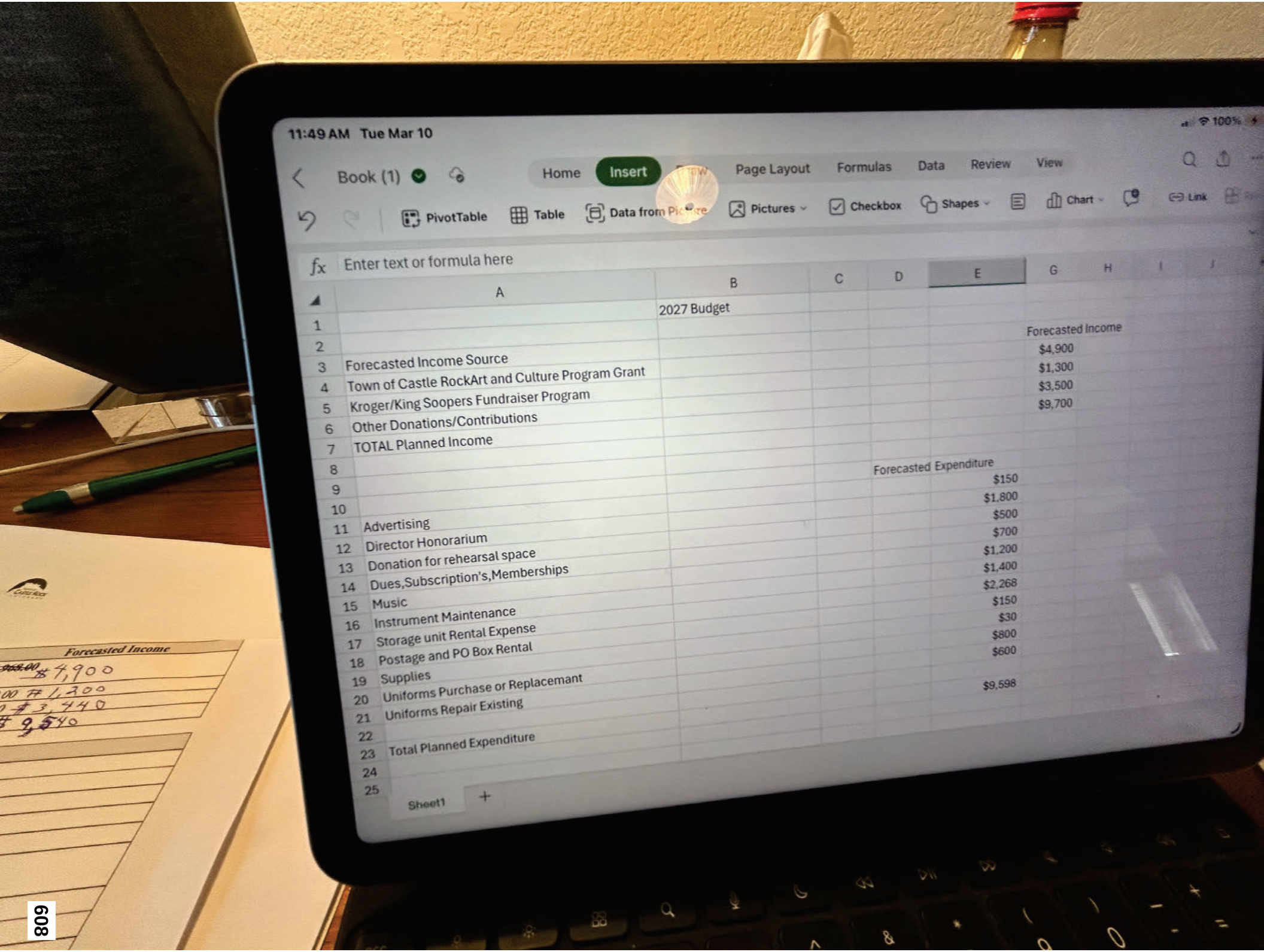
$4,900

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

IMG.jpeg

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.


11:49 AM Tue Mar 10
Book (1)
Home
Insert
Page Layout
Formulas
Data
Review
View
PivotTable
Table
Pictures
Checkbox
Shapes
Chart
Link
Enter text or formula here
2027 Budget
Forecasted Income Source
Town of Castle RockArt and Culture Program Grant
Kroger/King Soopers Fundraiser Program
Other Donations/Contributions
TOTAL Planned Income
Forecasted Income
$4,900
$1,300
$3,500
$9,700
Forecasted Expenditure
Advertising $150
Director Honorarium $1,800
Donation for rehearsal space $500
Dues,Subscription's,Memberships $700
Music $1,200
Instrument Maintenance $1,400
Storage unit Rental Expense $2,268
Postage and PO Box Rental $150
Supplies $30
Uniforms Purchase or Replacemant $800
Uniforms Repair Existing $600
Total Planned Expenditure $9,598
Sheet1
Forecasted Income
$4,900
$1,300
$3,440
$9,540

FORM CENTER

VIEW SITE

MAIN LEGACY FORMS

BACK PRINT

SAVE CHANGES

CANCEL

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Form Details

Submitted By:

Submitted On:
March 12, 2026 10:25 PM

Referrer:
https://www.crgov.com/FormCenter...and-Recreation-69/Town-of-Castle-Rock-Art-and-Culture-Gran-674

Answered 25 of 28 (89.3%)

Contact information

Contact first name *
Tonja

Contact last name *
Graves

Contact role or title in organization, business or relation to grant application *
Art Therapist

Organizational information

Legal name of applicable organizational or business entity

TGravesTherapyLLC

Doing business as name, if applicable and different than the above listed name

Tonja Graves Therapy

Business structure (select one)

- Nonprofit organization, (501(c)(3), 501(c)(6)
- Business (LLC, Corporation, etc.)
- Local government/municipality entity
- School/educator
- Individual artist or community member
- Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

tonjagravestherapy.com, tonjagraves.com

Address *

19 Wilcox Street

City *

Castle Rock

State *

CO

Zip code *

80104

Employment Identification Number (if applicable)

93-4512917

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

Choose File No file chosen

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

Choose File No file chosen

Indicate which grant type you are applying for. *

Project Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title *

Healing Through Stories of Grief and Hope: Creative Wellness Project for Individuals Impacted by Gynecological and Breast Cancer

Provide a description of your program/project in 2,000 characters or less. *

The target audience for this project will be individuals undergoing gynecological or breast cancer treatment, as well as cancer survivors. This proposed project would be working with Sue's Gift (a Gynecological Cancer Non-profit), the Schrader Family Cancer Center, and Colorado Natural Medicine. The project would be delivered at Colorado Natural Medicine. The project is planned for completion by December 31st.

This initiative will add value to the community by sharing stories of hope from those currently experiencing cancer and from survivors. Through creative expression such as visual art and storytelling participants will have opportunities to share their experiences, build meaningful connections, and reduce feelings of isolation. The program will also increase community awareness of the emotional journeys of cancer patients and survivors while promoting art as a powerful tool for healing, reflection, and resilience.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project. *

primary forms of art used will include visual arts (such as painting, drawing, and mixed media), expressive writing and storytelling. Visual art activities will allow participants to explore emotions, identity, and healing through color, texture, and symbolism. Writing and storytelling will provide opportunities for participants to reflect on their experiences, share personal narratives, and build community through shared voices. The program draws on cultural and historical traditions of art as a tool for healing and reflection. Participants will be introduced to a variety of artists who explore themes of the body, resilience, and transformation, helping them connect their personal experiences to broader artistic and cultural narratives.
Educational and interdisciplinary elements will be

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact. *

This program will engage the community by creating a supportive creative space for individuals undergoing gynecological or breast cancer treatment and for survivors. Participants will take part in guided art sessions that encourage creative expression, reflection, and connection with others who share similar experiences, helping reduce isolation and build community. Public visibility may include optional displays of participants' artwork through a community exhibition, digital gallery, or wellness center display (with consent). This helps raise awareness about survivorship while celebrating resilience and creativity. The project supports community arts and cultural goals by promoting art as a tool for healing and making creative opportunities accessible to individuals facing health challenges. Success will be measured through participant feedback, attendance, engagement during sessions, and reflections gathered through surveys or discussion. These measures will help evaluate the program's impact on emotional wellbeing, creative expression, and community connection.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

an art educator. Through my graduate degrees, I have been trained in a variety of artistic mediums and modalities that support the healing properties of the arts.

Sue's gift is a partner organization that helped me through my own cancer diagnosis and treatment and I have been granted site access by Colorado Natural Medicine.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

Colorado Natural Medicine, Sue's Gift, and the Schrader Family Cancer Center would be valuable community partners for this project, helping connect participants who are undergoing treatment or are cancer survivors, as well as potentially providing space to host project sessions.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

IMG.png

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Letter of Intent.pdf

Project/program budget details

What is the total amount you are requesting through this grant program? *

$5,000

Upload your project budget. *

Proposed Project Budget.docx

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

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Service

Proposed Project Budget – $5,000

Healing Through Stories of Grief and Hope: Creative Wellness Project for Individuals Impacted by Gynecological and Breast Cancer

1. Teaching Artist / Facilitator Fees – $2,200

Compensation for professional facilitators leading art-based healing sessions, including visual arts, expressive writing, and mindful movement activities. Estimated 8-10 sessions at approximately $200–$275 per session.

2. Art Supplies and Creative Materials – $1,200

Participant art kits and shared materials including acrylic paints, brushes, canvases, drawing materials, mixed media supplies, journals for expressive writing, collage materials, and protective supplies.

3. Participant Wellness and Program Materials – $400

Supportive materials that enhance participant comfort and engagement, including journals, yoga mats or cushions for reflective activities, and wellness resources used during sessions.

4. Community Exhibition / Public Sharing – $500

Costs associated with presenting participant artwork in a small community exhibition or digital gallery (with participant consent), including mounting materials, printing, signage, and modest event supplies.

5. Outreach and Marketing – $300

Design and printing of flyers, social media promotion, and outreach materials distributed through local cancer support organizations, wellness centers, and healthcare providers.

6. Program Administration and Evaluation – $400

Coordination, scheduling, participant registration, documentation, and evaluation tools including surveys used to measure program impact and participant outcomes.

Total Requested Funding: $5,000

Budget Narrative

The proposed budget supports the implementation of a healing arts program for individuals undergoing gynecological or breast cancer treatment and survivors. **Teaching artist and facilitator fees ($2,200)** ensure participants receive guidance from qualified professionals leading visual art, expressive writing, and reflective sessions. **Art supplies and creative materials ($1,200)** will provide participants with essential materials such as paints, canvases, drawing tools, and journals. **Participant wellness materials ($400)** will help create a comfortable environment that supports reflection and engagement.

Community exhibition costs ($500) will support an optional public display or digital gallery of participant artwork (with consent), highlighting creativity and resilience. **Outreach and marketing ($300)** will help recruit participants through partnerships with healthcare providers and cancer support organizations. **Program administration and evaluation ($400)** will support coordination, communication, and participant feedback used to measure program impact.

Sustainability

This program is designed to build long-term partnerships with healthcare providers, cancer support organizations, and wellness centers to create a referral network and expand access to healing arts programming. Participant feedback and evaluation data will help demonstrate impact and support future funding opportunities.

Reusable program materials and structured session plans will allow the program to be repeated or expanded in future cycles, helping ensure the continued availability of creative wellness opportunities for individuals impacted by cancer.

Print

Town of Castle Rock Art and Culture Grant Program Application - Submission #169845

Date Submitted: 3/18/2026

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. Learn more about these opportunities and eligibility at CRgov.com/ArtGrants.

Projects must be fully developed at the time of application. Applications should include finalized designs, confirmed artists or collaborators, and documentation of relevant experience. When appropriate, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for the proposed project.

All projects, programs or initiatives funded by the grants must take place within Castle Rock. Projects should be accessible and inclusive, offering opportunities for diverse members of the community to participate in, experience and benefit from the initiative.

Applications are due by 5 p.m. Friday, March 20.

Contact information

Contact first name*

Dana

Contact last name*

Frazee

Contact role or title in organization, business or relation to grant application*

President

Contact email address*

dfrazee@triartsproject.org

Contact phone number*

[redacted]

Organizational information

Legal name of applicable organizational or business entity

Tri Arts Project

Doing business as name, if applicable and different than the above listed name

Business structure (select one)

- (●) Nonprofit organization, (501(c)(3), 501(c)(6)
- ( ) Business (LLC, Corporation, etc.)
- ( ) Local government/municipality entity
- ( ) School/educator
- ( ) Individual artist or community member
- ( ) Other (please describe)

If you selected other in the question above, please describe.

Website URL (if applicable)

triartsproject.org

Address*

PO Box 828

City* Castle Rock

State* CO

Zip code* 80104

Employment Identification Number (if applicable)

87-4633355

IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)

IRS Affirmation Letter 2-15-2024.pdf

IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)

2024 Form 990 Public Disclosure Copy (1).pdf

Project or program description

Indicate which grant type you are applying for.*

Program Grant

To learn more about the various grant opportunities and eligibility, please visit CRgov.com/ArtGrants.

Project/program title*

Tri Arts project Expanding Access

Provide a description of your program/project in 2,000 characters or less.*

Tri Arts Project board members would like to thank the Public Art Commission for last year's grant of $10,000.00 for art programming. We are requesting another grant this year so that we can further enrich the lives of Castle Rock and Douglas County residents and artists through several different art and cultural initiatives in 2027. Our programs will be held at the Castle Rock Cantril School Building art center and in senior living facilities in the county. We plan to make more programming accessible and inclusive by offering opportunities for diverse members of the community to participate and benefit from our programs by reducing costs.

TAP plans to begin a performing arts program in the fall of 2026 which will continue in 2027 and beyond. In the beginning, some of our first classes will be directed at teens with Dungeons and Dragons and Improv classes. We'll offer these classes as workshops in 2027 and include small performances on the stage at Cantril at the conclusion of the workshops. In order to bring teens into TAP's art world, we want to subsidize the cost of the workshops for them, so that cost is not a barrier to their participation.

We plan to continue to honor artists who win first, second and third place ribbons at our TAP TALK exhibition opening nights by awarding them a cash prize. The final TAP TALK art exhibition of the year will be for TAP students and high-school-age students in Douglas County. We are reaching out to the high schools and the home-school network to advertise this opportunity for teen artists. So that cost will not be a barrier, students will not be charged an entry fee to be considered for this show.

In addition, we plan to offer outreach art classes at five different senior living centers. Each center will receive four classes in arts and crafts, such as, but not limited to, acrylic painting, alcohol ink coasters, card-making, and ornament decorating.

In your description, include your target audience, where the program/project will be delivered, when you anticipate completing the project, and why/how this project will add community value.

Keep in mind that projects and programs should align with the mission of enriching the community through art and cultural initiatives and should be accessible and inclusive, offering opportunities for diverse members of the community to participate, experience and benefit from the initiative.

What forms of art or culture will be used in this program or project? Describe the artistic, cultural, historical, educational, or interdisciplinary elements involved, and explain how they contribute to the overall quality and vision of the project.*

As a growing art center, TAP includes many forms of art and cultural experiences into its programs. Our classes include oil, watercolor, acrylic drawing, print making, calligraphy, sewing, photography, encaustics, pastels, cookie decorating, making cards and coasters, and more. We want to bring many of these art classes to seniors for whom travel to Cantril is a barrier. In addition, we are going to expand our class offerings at Cantril into the performing arts arena with drama classes and eventually with stage productions. We offer cultural events like the TAP TALK art exhibitions, that bring the public together to enjoy seeing art and interacting with artists. Our mission is to provide a space for presenting art in various forms, educating people about art and helping people create art. Each year we are enhancing our mission with new programs and enhancement of current programs.

Please describe using less than 1,000 characters.

How will you engage the Castle Rock community in this program or project? Identify the intended audience or participants, describe public access or visibility, and explain how the project supports community art and cultural goals. Describe how you will measure success and community impact.*

To expand on our programs mentioned above, we are engaging the public in many different ways—classes and eventual performances at Cantril and senior living homes classes, and art exhibitions. We use evaluations from participants in our classes to help us improve our offerings. For example, in 2025, we learned that seniors enjoy a variety of art classes so we plan to offer more than one type of class. For art exhibitions, we set goals for the number of attendees and then count the number of participants. We do an after-event review to discuss what we heard went well and what needed improvement. Over time, we have learned that awarding prize money to artists brings more artists to TAP who often become our instructors.

Please describe using less than 1,000 characters.

Describe your readiness and capacity to implement this program or project by December 31, 2027. Include information about planning status, key personnel or artists, relevant experience, site access or partner commitments (if applicable), and any other factors that demonstrate your ability to successfully complete the project.

TAP has the space, the instructors and a dedicated board of directors to accomplish the projects. In our strategic plan for 2026-2027, we set a goal to hire a part-time administrative assistant who can help with scheduling classes and contracting with artists. We are fundraising with that goal in mind.

Please describe using less than 1,000 characters.

Are there any other funders or partners contributing to this project? If so, list them and describe their role and level of support.

TAP has a pending grant for senior outreach classes from DCCF for the calendar year 2026.

Please describe using less than 1,000 characters.

Upload a visual or rendering of the project's proposal, artwork, etc., if appropriate, or any supporting documentation.

2025 Impact Report - High Resolution.pdf

If applicable, applicants must submit partnership letters or letters of intent from landowners and project collaborators to demonstrate site access and community support for proposed projects.

Choose File No file chosen

Project/program budget details

What is the total amount you are requesting through this grant program? *

$10,000.00

Ensure your request aligns with the grant's funding limits. Learn more at CRgov.com/ArtGrants.

Upload your project budget. *

TAP Budget for PAC Grant.pdf

Upload a detailed project budget outlining all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture. Explain how grant funds will be used and how the requested amount is appropriate to the scope and scale of the project. The total project budget may exceed the amount requested through this grant opportunity.

Expenses	**In-Kind contribution/** **Or other**	**How will funds be used?**	**How are the funds appropriate to the scope and scale of the project?**
$4,400.00	N/A	TAP wants to subsidize performing arts classes for teens in 2027. 3 Improv workshops=$2550.00 3 Dungeons and Dragons workshops= $1900.00	TAP is reaching more teens with new drama classes that will be free or at reduced cost to teens.
$2100.00	N/A	TAP TALK Exhibition prize money for four shows in 2027 with the final show featuring students.	TAP honors the artists for their achievements. Many of these artists become our instructors.
$3500.00	TAP has a pending grant from DCCF for 2026 for senior outreach classes.	Free Classes for Senior Living Centers Outreach Art Program (four different types of art classes at five centers)	TAP is increasing accessibility and including residents in art programs who cannot come to the Cantril building.
$10,000.00			

TRIARTSPROJECT.ORG

Impact Report 2025

A MESSAGE FROM THE BOARD

Dear Friends of Tri Arts Project,

The year 2025 was a year of growth and community building. We are grateful for all of the support and encouragement that the community, Town of Castle Rock, sponsors, and donors as well as the creative community have shown our organization.

Since opening in September 2024, we have transformed a dream into reality—creating a community-centered space that fosters creativity and provides accessible opportunities for everyone to experience the arts. Over the past year, Tri Arts Project has offered 243 classes and served over 800 people through our programming and events at Cantril School and in the community. These numbers grow even larger when we include our free TAP Talks and quarterly exhibition openings at Cantril School—Castle Rock's only gallery—along with the many artists and instructors who are given opportunities to share their talents through teaching and exhibiting their work. Your belief in our mission, to provide space and opportunities to educate, create, and present the arts, has been the foundation that our team stands on while working tirelessly to build a place for community from the ground up.

The following report highlights TAP's successes of the past year, confirming the desire for a vibrant community hub where joy and connection can be accessed through individual and artistic expression. Your vested effort creates this vibrant hub for Castle Rock, the entire surrounding Douglas County, and beyond. As we plan for the future, including offering 108 new classes running from January through June of 2026, our mission is clear: to ensure that there is always a place and opportunities for art education, creation, and presentation in our community. We invite you to share in the celebration of this year's highlights and be an integral part of our plans for 2026 and beyond. Together, we have already begun making a positive difference in our community with space to do more.

Sincerely,

Board of Directors
Tri Arts Project

Left to Right: Rhea Heimstra, Jacque Ruff, Kim Hosler, Sharon Winters, Chris DeChillo, Katie D'Arcangelo, Dana Frazee, Becky Sieve, Arrianna Porter, Helen Chadwick, Dawn Jones, Abigail Collins

2025 Highlights

BUILDING OUR REACH

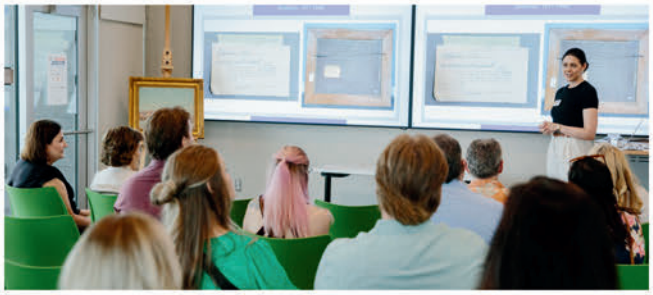
Founded in 2022, Tri Arts Project (TAP) completed its first full year of programming in 2025. What began as a shared vision among a diverse group committed to strengthening local arts and culture has grown into a thriving community effort with expanding support. Following our September 2024 opening, we expanded our footprint by increasing class offerings based on community feedback and extending our reach to surrounding areas. We welcomed new instructors, formed additional organizational partnerships, and secured new grant funding to advance TAP's mission and programs. Throughout 2025, we offered classes designed to serve a broad range of interests while building awareness of Castle Rock's new community arts center. Along the way, we connected with artists and advocates of the arts and collaborated with regional organizations—helping to cultivate a creative movement that will carry this community forward.

Our desire to make a positive impact is amplified through creative partnerships with a variety of organizations and industries.

In August, 2025, Tri Arts Project collaborated with Ferrari of Denver and Arapahoe Community College Sturm Campus to present "Art in Motion". The result of the summer fundraiser helped to promote the awareness of TAP, raise funding for ACC students pursuing creative fields of study, and provided a space for local artists to promote their work.

Our ongoing relationship with the Town of Castle Rock allows us to maintain a strong foothold in the community. Partnering with the town's Parks and Recreation Department has assisted TAP in achieving such early success.

We look forward to expanding our impact on the community through partnerships that share in the importance of creativity and the benefits the arts provide.



GIVE BACK

In 2024, Tri Arts Project launched our Outreach Programs with support from Douglas County Community Foundation (DCCF) and Vaughn Law Offices, taking the arts into the community to areas that would otherwise lack the opportunity to experience art. We provided all supplies and instructors to 3 locations, reaching 35 seniors.

In 2025, we were again awarded a DCCF grant with an additional donation from Chadwick Family Fund allowing our community outreach to expand further into Douglas County. TAP instructors taught 7 classes to 68 seniors, building connections for them, growing their knowledge, and providing stimulating creative activities.

Our art classes are not just educational, they bring joy and opportunities to continue living a full life. They facilitate memories, provide cognitive enrichment, and motivate individuals through a renewed purpose. We are excited to continue this initiative and expand to additional populations in 2026.

GROW

In 2025, TAP responded to the community's needs and their growing interest for new offerings and experiences. In response to community input, we introduced new classes - including sewing, stained glass, ukulele - and expanded offerings that include all supplies to reduce barriers to participation. Supply-inclusive classes increased from 45% in the first six months of 2025 to over 66% from July through December. We also added more beginner-level options and redesigned our website to make finding classes easier.

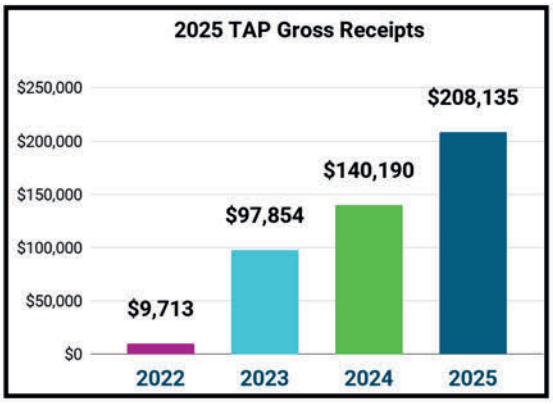
We hosted quarterly exhibitions in our gallery at Cantril School, including the themes Abstracts & Landscapes, Portraits, as well as shows featuring our instructors and students! We offer a way for established and new artists to exhibit their work to the community, and a way for the community to enjoy the incredible talent close to home. If you've missed the exhibitions, we offer accessibility online: TriArtsProject.org/exhibitions.

Additionally, we also held two performances by our Vocal Arts group open to the public, with a sold out show in December. We also held the first Author's Showcase Book Fair in the area, which was free to the community. This book fair featured over 20 local authors in a meet and greet environment that allowed for the autographing of books purchased.

Financial Summary

TAP has continued to demonstrate steady financial growth since its founding in 2022 when TAP's gross receipts were less than $10,000. In 2023, we raised nearly $98,000, growing to $140,000 in 2024. In 2025 we raised over $208,000. From the generosity of donors, participants, and grants awarded for our services, TAP has been able to increase its budget, expanding our services to the community.

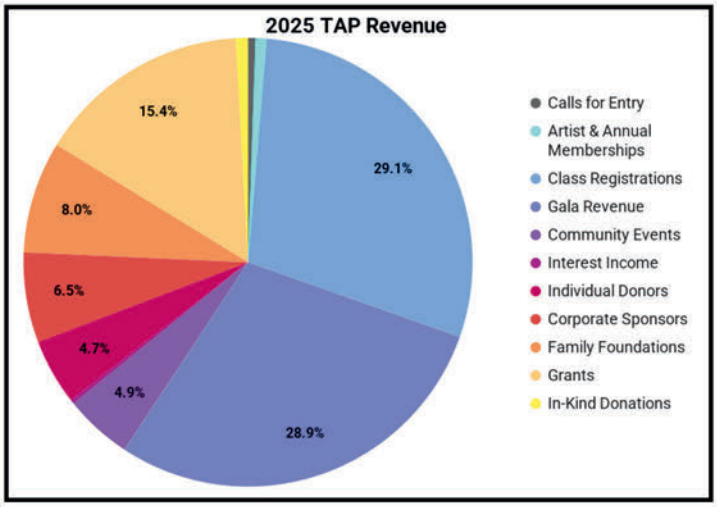
As a nonprofit dedicated to fostering arts education and creativity in Castle Rock, we rely on diverse funding sources, including grants, class fees, community donations, and fundraising events. Every dollar raised helps us expand our art programming, maintain Cantril School's historic building, and increase our ability to subsidize class fees— ensuring anyone can take a class.



2025 REVENUE

This diverse mix of revenue sources ensures we remain adaptable and mission-focused while laying a strong foundation for future growth.

- **Programming:** 63.7% of total revenue came from registrations, events, and other income.
- **Individual Donors and Family Foundations:** 13.6% of our revenue came from the Schrader Family Foundation and the Chadwick Family Fund, as well as individual donations from over 100 community members.

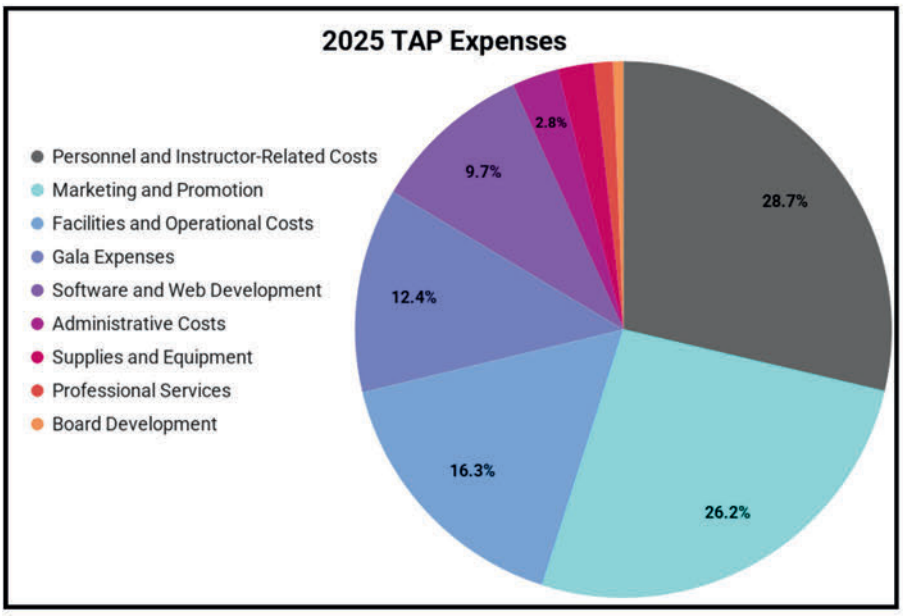


- **Corporate Sponsorships:** 7.4% of total revenue came from local and national businesses: Vaughn Law Offices, CORE Electric, ENT Credit Union and Tito's Vodka.
- **Grants:** 15.4% of revenue was awarded through grant programs.

2025 EXPENSES

The year 2025 began our development of robust programming and additional personnel to assist the organization in providing our services. Increasing our marketing budget facilitated professional services and additional community program offerings, expand further into Douglas County, thus spread our mission increasing our support base and the number of people to which we could provide services.

Our first full year of arts education classes and the expansion of our Outreach Programs is reflected in a modest increase in operational costs, in part due to an all-volunteer Board of Directors and dedicated individuals committed to TAP's vision.



Looking ahead to 2026, we anticipate growth in our programming budget as we shift greater focus toward providing space and opportunities for arts education, creation, and presentation. We also plan to establish TAP's first paid staff position to support the increasing workload currently carried by volunteers as we continue building a strong organization. Having moved beyond the start-up phase of launching an arts education center in Castle Rock, we now require additional support to sustain and expand TAP's ability to deliver meaningful art experiences across Douglas County and beyond.

FINANCIAL RESPONSIBILITY

We prioritize financial efficiency and transparency. Aside from compensating our instructors, TAP has been operating entirely through volunteer efforts, with no paid staff. Our entire organization and its administration of services from payroll to website management to fundraising has been fueled by the passion of those that believe in its mission. One hundred percent of our funds are reinvested into the organization to support classes, events, and community outreach. Our commitment to fiscal responsibility has enabled us to expand our offerings while keeping enrollment fees low, ensuring that the Douglas County community has its own center for the arts and community hub for creativity.

2025 Donors, Sponsors, and Grantors

Thank you to everyone who continued to build this organization in 2025 and allowed Tri Arts Project to provide arts and culture in a way that has never existed in Douglas County. Your generosity helped us grow from a dream on paper to running an entire year of arts education, establishing Castle Rock's only art gallery, as well as continuing our series of free community events. Together, we have laid the foundation for an inspired and creative community. We are deeply grateful for your commitment to the arts and look forward to creating even more opportunities for artistic growth in 2026!

Rembrandt
$20,000+

Indigo Oak Fund

Michelangelo
$10,000 - $19,999

The Schrader Family Fund
Jeff Samuelson

DaVinci
$5,000 - $9,999

Vance & Colleen Andrus
CORE Electric Cooperative

Ty Seufer
Mike & Shele Steel
Katie D'Arcangelo

O'Keeffe
$2,500 - $4,999

Justin Vaughn Esq.
Tito's Handmade Vodka

Aloha Fund
John & Dana Frazee

Van Gogh
$1,500 - $2,499

Randy & Lisa Schrader
Chadwick Family Fund
Velvet Fern Creative
Vaughn Law Offices
Chris & Helen Chadwick
Douglas County Community Foundation
Steve & Andrea Peterson
Jeth & Heather Harbinson

Picasso
$500 - $1,499

Jim & Suzanne Broski
Jeff & Jennifer Perry
Mark & KC Neel
Julie Cordova
Buddy & Sheryl Rich
Kirsten Swanson
Larry & Jacqueline Jacobson
Courtney Loehfelm
Jay Boykin
Jim & Kate Palmer
ENT

Matisse
$150 - $499

James & Wendy Holmes
Max Brooks
Olivia Navarro
Jimmy Terry
Sara Goodwin
Marc Feldman
Jerry & Jan Burke
Rhea Hiemstra
Jennifer Holland
Samantha Frazee
Tierney Aldridge
Tera Radloff
Kevin & Sharon Winters
Trista Fischer-Boykin
Kirk Davidson & Rebecca Sieve
Alexandra Parra
Brandon Melton
Caroline Frazee
Devorah Cohen
J Michael Gatlin
Lauren Barnes
Newell Ledbetter
Patricia Eberlein
Sharon OConnor
Stacey Briggs
Jill Kolman
Deborah DeGroff
Brad & Anne Patton
Betty Graf
Stephanie Then
Rebecca McDermott
Pam Krotchko
AnnMarie Maestas
Jeanne Trueax
Donna Markley
Maia Yates

Kahlo

Up to $149

Ken Elliott
Adam Lucero
Carol Caster
Carrie Parkinson
David Corliss
Joseph & Abigail Collins
Karen DeFrates
Kellen MacDonald
Natalie Guard
Rufus Nagel
Ysabel Tinoco
Gino Tshimbalanga
Shannon Andrus
Cherie Monteferrante
Dawn Jones
Austin & Michelle Weakland
Jeff Brauer
Jodi McKillip
Jami Lopeman
Lisa MacKenzie
Daniel Morgan
Nataly Parson
Melanie Schambach
Christine Rose Curry
Gail Cooper
Jay Norris
Vanessa Antonsen
Anne Clark
TJ Rennaker
Brooke Speegle
Mauri Powell

Susan Thayer
Diana Fox
Maddie Stansell
Teresa Gentile
John & Margaret Manka
Josh Hay
Luke Lofman
Mary Williams
Hilleary Everist
Dane Robinson
Gretchen Ditto
Ryan & Amy Stuart
Jacque & Joshua Ruff
Aaron Sager
Joan Cloud
Randy Burkhardt
Carol Parrish
Adam Sheridan
Louise Kemper
Kathy Lechman
Christopher Hecker
Bette Haase
Michael Russel
Dhruvi Shah
Jacqueline Shuler
Noreene Thibault Chen
Cyndie F. Pierce
Diane Gilbert
Cara Brewer
Brad Waldrip
Robert Quimby

Andy Pelster
Becky Yeomans
Cale Dansbee
Carol Hein
Carol King
Anonymous
Cheryl Miller
Christine Whaling
Stacie Jeanjaquet
Cristina Bowes
John Neumeier
Marlene Karbula
Jennifer DeChillo
Leah Baker Camper
Maureen Palazzolo
Christine Strang
Kaija Graves
Zak Gardner
Natalie Nichol
Teresa Wilder
Alisann Smookler
Jessica Colodny
Eric Bullock
Larry Fox
Carolann Chambliss
Jennifer Barrow
John Kline
Raelene Vining
Brian Hubbell
Sandy Day Selbert
Leigh Anne Lewis

Powered by Volunteers

Tri Arts Project is a labor of love, powered by the dedication of eleven passionate board members and a dozen volunteers. Aside from our paid instructors, every aspect of our organization is volunteer driven– from event planning to day-to-day operations. We simply couldn't bring our vision to life without the unwavering support of people like you. Thank you for making it all possible!

Interested in volunteering? We'd love to hear from you!

Looking Ahead to 2026

Get ready for an exciting year ahead! In the first half of 2026, TAP is continuing to work for our community, adding new classes and new subjects. With over 110 classes across ten artistic categories, you can find your community and be inspired through painting, music, crafting, textiles, music, photography, and more. We have something for everyone — no matter how you want to TAP into your creativity.

We are also expanding our course offerings and have added ten new talented instructors, each eager to share their expertise and passion with you. And there's more still!

Because of a grant provided by the Town of Castle Rock Arts and Culture Foundation, we are able to offer four quarterly TAP Talks in the coming year. These events are free to the public with refreshments provided. The next TAP Talk will be held on April 15, "Wild Perspectives", featuring the exploration of creatures in all their forms by Douglas County artists. Find this and other TAP events on our events page: TriArtsProject.org/events

Looking Ahead to 2026 (continued)

The momentum from 2025 can't be stopped, we're gearing up for an even bigger year in 2026. Expanded programming, continued outreach, and deeper community connections. We're also hoping to expand our outreach programming along with launching new events and classes to celebrate the diversity and creativity of Castle Rock.

And do not miss our annual **Art of Giving Gala - April 25, 2026**, an unforgettable event to help secure the resources we need to further our mission with "Color" as this year's theme. Our Art of Giving Gala is always a fun and creative night, and sure to bring vibrant brilliance to the evening! Whether you are interested in sponsoring TAP, donating, or meeting like-minded creatives and art supporters, this night is for you!

Learn more: TriArtsProject.org/annual-art-of-giving-gala/

As we reflect on a year of growth and impact, we also extend heartfelt thanks to four departing board members—Christine Whaling, Dane Robinson, Jay Boykin, and Jacque Ruff—whose dedication, time, and expertise were instrumental in strengthening Tri Arts Project. We are deeply grateful for their service as we welcome our new Board Directors Sharon Winters, Abigail Collins, Helen Chadwick, Chris DeChillo, and Arrianna Porter. We look forward to the fresh perspectives and energy our new board brings as we continue creating positive change in the year ahead.

With you and the rest of our incredible community's support, the future of TAP has never looked brighter!

Year in Pictures

Year in Pictures (continued)

TRIARTSPROJECT.ORG

Thank You for Your Support!

2025

AskTAP@TriArtsProject.org P.O. Box 828, Castle Rock, CO 80104 (720) 440-2996

DISCUSSION/DIRECTION OF APPLICATIONS FOR THE 2026-2027 ART AND CULTURE GRANT PROGRAM

JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

>

PROJECT BACKGROUND

ART AND CULTURE GRANTS

Funded through the Public Art Fund, the Town of Castle Rock's annual Art and Culture Grant Program supports vibrant art and culture initiatives that enrich the community and foster creativity. The program provides funding to nonprofit organizations, businesses, government agencies, artists and educators to enhance Castle Rock's cultural landscape through innovative programming, projects and educational opportunities.

Three grant categories are available:

- Program Grants - up to five grants of up to $10,000 each to support workshops, classes, performances, events and educational programming
- Project Grants - up to five grants of up to $5,000 each to support visual or experiential public art installations
- Educator Grants - up to ten grants of up to $1,000 each to support art and cultural education initiatives in schools or other educational formats

2026-2027 CYCLE

For the 2026-2027 grant cycle, 16 applications were received.

A panel consisting of members of the Public Art Commission, Town staff and a Councilmember reviewed all submitted applications in April using an adopted grant rubric.

Following a detailed review and scoring process, the panel recommends 14 for approval.

Common concerns among the remaining applications included insufficient alignment with grant category requirements, lack of finalized project details, and project impacts that were not commensurate with the amount of funding requested

Grant funds will be distributed this summer.

Grants must be completed by the close of 2027.

EDUCATOR GRANTS

Castle Rock Christian Academy ($790)
Funds will support the direct purchase of Apple Pencils to provide art students at Castle Rock Christian Academy with enhanced instruction in both traditional drawing and digital illustration techniques.

Castle Rock Christian Academy ($1,000)
Castle Rock Christian Academy will use grant funding to purchase ChompSaws and related supplies. ChompSaws are safe cutting tools that allow students to cut cardboard and other lightweight materials for hands-on design projects, model building and collaborative learning activities.

Brandon Stover/Renaissance Secondary School ($1,000)
Brandon Stover will use grant funding to purchase a Japanese taiko drum to enhance classroom music instruction and provide students with hands-on exposure to percussion performance and Japanese cultural music traditions at Renaissance Secondary School.

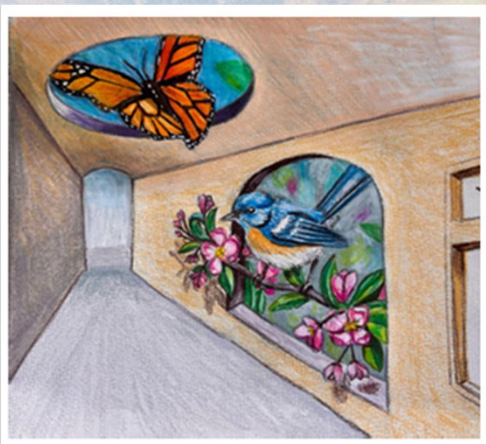
PROJECT GRANTS

KC Neel/Castle Rock Bike and Ski ($5,000)
KC Neel will create and install a public mural at Castle Rock Bike and Ski to add visual interest and artistic character to a community-facing location in Downtown Castle Rock.

PROJECT GRANTS

Ben Henry - Project Grant ($5,000)
Ben Henry will complete a “Windows to Nature” mural project in the breezeway near Lost Coffee, creating a nature-inspired mural intended to enhance the surrounding area and contribute to Castle Rock’s local arts environment.

Parking lot side of breezeway


Perry street side of breezeway

PROJECT GRANTS

Kat Thomas/Kat Pro Studio ($5,000)
Kat Thomas will complete a mural project designed to enhance a visible community space on the south wall of the business complex near Eighth and Wilcox streets.

PROJECT GRANTS

Andrew Wasson/Wild Blue Yonder ($5,000)
Andrew Wasson will complete a wing sculpture installation designed to enhance a community gathering space and create an interactive artistic feature for residents and visitors at Wild Blue Yonder at Sixth and Wilcox streets.

PROJECT GRANTS

Heidi Mossman/Life at Home ($5,000)
Heidi Mossman will complete a wing mural installation designed to enhance a community gathering space and create an interactive artistic feature for residents and visitors at Life at Home near Elbert and Fourth streets.

PROJECT GRANTS

Samantha Sobas/COF33 ($5,000)
Samantha Sobas, in collaboration with local artist Matt Rinn, will install the “Rooted in Castle Rock” sculpture at COF33. The large-scale tree-inspired metal sculpture is designed to transform a highly visible downtown planter into a permanent artistic feature that reflects Colorado’s natural landscape and encourages gathering in the downtown area.

PROJECT GRANTS

Castle Rock Police K9 Association ($5,000)
The Castle Rock Police K9 Association will install the “Sit, Stay, Heal” bronze sculpture near the Castle Rock Police Department to honor police therapy dogs, service animals and the connection between dogs and the community. The sculpture will be incorporated into a planned public seating area near Perry Street and Second Street in downtown Castle Rock.

PROJECT GRANTS

Melanie Schambach ($5,000)
Melanie Schambach's "Everyone Is an Artist" project will create a Little Free Library for art supplies near Cantril School, allowing residents to share and access creative materials. The project also includes a community chalkboard wall and a rotating mini art gallery, all designed to encourage creativity and community engagement for residents of all ages.

PROGRAM GRANTS

Castle Rock Band ($4,900)
Castle Rock Band will use grant funding to support its free public concert series, including seasonal and patriotic performances that provide accessible live music opportunities for Castle Rock residents and visitors throughout the year.

Castle Rock Orchestra ($500)
Castle Rock Orchestra will use grant funding to support a community music program and performance opportunity for local residents and musicians.

Tri Arts Project (TAP) ($10,000)
TAP will use grant funding to support expanded arts programming at Cantril School, including teen performing arts workshops, senior living outreach classes, community exhibitions and accessible creative opportunities for Castle Rock residents and local artists.

BUDGET IMPACT

Applicant	Requested Amount	Recommended Amount
Amy Fleet	$790	$790
Andrew Wasson	$5,000	$5,000
Ben Henry	$5,000	$5,000
Brandon Stover	$1,000	$1,000
Castle Rock Christian Academy	$1,000	$1,000
Heidi Mossman	$5,000	$5,000
Kat Thomas	$5,000	$5,000
KC Neel	$5,000	$5,000
Castle Rock Orchestra	$500	$500
Melanie Schambach	$5,000	$5,000
Samantha Sobas/COF33	$5,000	$5,000
Castle Rock Police K9 Association	$10,000	$5,000
Castle Rock Band	$4,900	$4,900
Tri Arts Project	$10,000	$10,000
Total	$63,190	$58,190

Total recommend to award is $58,190. Grants will be distributed this summer with funding from the Public Art Fund as approved within the 2026 adopted budget.

2026-2027 CYCLE

"I move to approve the proposed grant awards as presented."

Alternate motions:

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

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

TOWN OF
CASTLE ROCK
COLORADO
THANK YOU
SEE YOU SOON
CASTLE ROCK

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 15. **File #:** ORD 2026-019

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Ordinance Repealing and Reenacting Chapter 2.01 of the Castle Rock Municipal Code Regarding the Conduct of Town Elections (First Reading)

Executive Summary

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

Article I - Election Codes in General

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

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

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

Incorporation by reference prevents this headache. To aid both citizens and candidates, many municipalities have developed "election manuals," which explain the requirements germane to

candidate elections and campaign finance reporting obligations, thereby saving candidates trying to find the law and facilitating timely filing of various documents with the Town Clerk.

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

Article II - Campaign Finance Reporting Requirements

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

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

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

Article III - Reserved Powers

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

- Initiate ordinances;
- Reconsider ordinances through referendum;
- Recall elected officials; and

- Initiate home rule charter amendments.

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

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

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

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

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

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

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2026-019

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

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

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

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

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

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

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

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

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

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

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

Article I. – General

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

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

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

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

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

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

2.01.110 - Affidavit of intent.

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

2.01.120 - Election may be cancelled.

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

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

2.01.130 - Coordinated and Contracted Elections.

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

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

2.01.140 - Nominations.

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

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

C. Candidates must circulate their own nomination petitions and must complete the Circulator Affidavit attached to the Nomination Petition prior to filing with the Town Clerk.

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

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

F. Candidates must complete the Acceptance of Nomination attached to the Nomination Petition at the time of filing with the Town Clerk.

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

D. Ballot Order. The names of candidates nominated shall be arranged by lot as prescribed by the Town Clerk under the designation of the office.

2.01.150 – Partial Terms.

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

2.01.160 - Submission of questions by Town Council.

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

2.01.170 – Computation of Time.

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

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

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

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

2.01.180 - Applicable law.

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

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

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

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

Article II. – Local Campaign Finance – Reporting Requirements

2.01.200 - Legislative declaration.

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

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

2.01.205 - Definitions.

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

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

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

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

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

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

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

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

Contribution shall mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Political committee" shall not include:

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

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

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

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

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

1. a single corporation or its subsidiaries; or

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

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

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

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

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

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

2.01.210 - Registration of committees.

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

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

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

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

D. All affiliated candidates and committees;

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

2.01.215 - Campaign contributions.

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

B. Contributions from one candidate committee to another.

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

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

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

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

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

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

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

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

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

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

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

agent shall have seven (7) business days from the date of delivery of such notice to file an amended report that cures the deficiencies. Any such amended report shall supersede the original report filed for the reporting period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.01.230 - Independent Expenditures

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

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

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

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

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

5. The amount of the independent expenditures;

6. The date the funds were obligated; and

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

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

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

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

2.01.235 - Reports to be public record.

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

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

2.01.240 - Unexpended campaign contributions.

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

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

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

3. Returned to the contributors.

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

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

1. Voter registration;

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

3. Postsecondary educational scholarships;

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

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

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

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

2.01.245 - Duties of Town Clerk.

The Town Clerk shall:

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

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

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

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

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

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

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

2.01.250 - Immunity from penalty.

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

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

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

2.01.255 – Violations and complaints.

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

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

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

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

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

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

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

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

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

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

F. Initial review.

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

a. Whether the complaint was timely filed; and

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

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

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

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

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

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

G. Curing violations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article III. – Miscellaneous Requirements

2.01.300 - Recall from Office

A. Authority. Pursuant to Section 15.3 of the Charter, any person holding elective office, including the office of Mayor or Town Council, may be recalled at any time after six (6) months in office, pursuant to the procedures set forth in the Charter and in those State statutes, as from time to time amended, which do not conflict with the Charter and which establish procedures for the recall of municipal elective officers.

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

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

D. Petition process. A recall petition will be circulated as generally set forth in Section 2.01.330.

E. Time for filing. No signature on a recall petition shall be valid if signed on a date prior to the date the form of the petition was approved by the Town Clerk or if signed on a date more than thirty (30) days prior to the date the signed petition is filed with the Town Clerk.

F. Signatures required. A recall petition of the Mayor shall be signed by registered electors of the Town. A recall petition of a Councilmember shall be signed by registered electors of the district from which the incumbent sought to be recalled was elected as such district is constituted at the time of the petition. The signers of a recall petition for Mayor or Councilmember shall number at least twenty-five percent (25%) of the entire vote cast at the last preceding election for all candidates for the office which the incumbent sought to be recalled occupies. For the purpose of this subsection, the "last preceding election" shall be the last preceding election at which the person sought to be recalled was elected to office, unless the person sought to be recalled was appointed to fill a vacancy, in which

event it shall be the last preceding election at which the person who created the vacancy was elected to office.

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

H. Commencement of the recall process. The recall of a Councilmember or the Mayor shall be commenced by the recall proponents submitting a draft form of a recall petition to the Town Clerk for approval, as provided in Section 31-4-502(1)(c), C.R.S., and Section 2.01.330.

2.01.310 - Charter Amendment Initiatives

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

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

C. Petition process. A charter amendment petition will be circulated as generally set forth in Section 2.01.330.

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

E. Time for filing. A petition for a Charter amendment initiative ordinance shall be filed with the Town Clerk not later than ninety (90) days from the date the statement of intent was filed with the Town Clerk, pursuant to the provisions of Section 2.01.330. No signature on a charter amendment initiative petition shall be valid if signed on a date prior to the date the form of the petition was approved by the Town Clerk. The Town Clerk shall not accept any petition for filing which is not timely filed under this section. A petition for a Charter amendment initiative ordinance shall be placed upon the ballot at either a regular or special municipal election subject to all constitutional, statutory, and municipal ordinance deadlines having been met.

F. Signatures required.

1. Regular election. A petition to submit an amendment at the next regular election must be signed by at least five percent (5%) of the registered electors of the Town

registered on the date of filing the statement of intent and must be filed with the Town Clerk at least ninety (90) days prior to the date of said regular election.

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

2.01.320 - Initiative and Referendum

A. Initiative and referendum petitions – Generally.

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

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

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

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

C. Petition process. An initiative or referendum petition will be circulated as generally set forth in Section 2.01.330.

D. Deadline for filing petition.

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

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

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

E. Number of Signatures.

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

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

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

a. There is a final determination of insufficiency of the petition, as provided in Section 2.01.330;

b. The petitioner's committee withdraws the petition;

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

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

F. Council action; election.

1. Council consideration and referral. Within twenty (20) days after the Town Clerk's final determination of sufficiency, as provided in Section 2.01.330.K, the Town Council shall consider adoption of the proposed initiative ordinance without any change in substance or reconsider the referred ordinance by voting on its repeal. If the Town Council fails to adopt the proposed initiative ordinance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Town.

2. Timing of election. The vote of the Town on a proposed or referred ordinance shall be held not less than sixty (60) days and not more than one-hundred and fifty (150)

days from the date of the Town Clerk's final determination of petition sufficiency, as provided in Section 2.01.330.K. If no regular Town election is to be held within the period prescribed in this subsection, the Town Council shall provide for a special election. Otherwise, the vote shall be held at the same time as such regular election, except that the Town Council may in its discretion provide for a special election at an earlier date within the prescribed period.

3. Form of question on ballot:

a. Initiative. The ballot upon which such ordinance is submitted shall contain the ballot title set pursuant to Section 2.01.330.D presented in the form of a question, as a submission clause, and shall contain the words "yes" and "no" in order to indicate whether the voter supports the proposed ordinance or not.

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

G. Election results.

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

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

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

I. Referral by Town Council.

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

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

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

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

2.01.330 – Uniform Petition Requirements

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

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

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

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

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

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

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

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

D. Ballot Title and Submission Clause.

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

2. In fixing the ballot title, the committee shall consider the public confusion that might be caused by misleading titles and shall, whenever practicable, avoid titles for which the general understanding of the effect of a "yes" or "no" vote would be unclear. The ballot title shall not conflict with those titles selected for any other measure that will appear on the municipal ballot in the same election. The ballot title shall correctly and fairly express the true intent and meaning of the measure.

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

E. Ballot Title Protest.

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

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

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

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

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

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

a. The date by which a protest must be filed, or

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

F. Petition requirements.

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

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

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

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

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

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

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

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

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

e. Signature lines numbered consecutively; and

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

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

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

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

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

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

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

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

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

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

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

4. Town Clerk's initial review of form of petition; summary. Within five (5) business days of receipt of the written notice for initiatives and referendums pursuant to Section 2.01.320, or charter amendment initiatives pursuant to Section 2.01.310, a draft petition indicating that citizens wish to circulate a recall petition under Section 2.01.300, the Town Clerk shall do the following:

a. Approval as to form.

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

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

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

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

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

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

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

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

G. Signature requirements; withdrawal of signatures.

1. Petitions may be signed only by registered Town electors. Each signature shall be executed in ink and shall be followed by the address of the person signing. Each registered elector shall sign their own signature, after which they shall print their name, place of residence, including house or apartment number, street address, and Town; and the date of signing the petition. Signatures which do not contain all of the information required by this Article shall be considered invalid.

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

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

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

ii. Registered elector's name.

iii. Registered elector's address.

iv. Signature of elector.

v. Date of signature.

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

H. Initial determination of sufficiency of petitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Cure. If a recall or charter amendment petition is determined not sufficient in the Town Clerk's written initial determination or the hearing officer's written determination, the petition may be withdrawn by a majority of the committee and, within fifteen days after a determination that the petition is not sufficient, may be amended by the addition of any required information relating to the signers of the petition or the attachment of proper circulator affidavits and refiled as an original petition; except that any petition amended and refiled as provided in this Subsection may not again be withdrawn and refiled. The Town Clerk shall issue a written initial determination that a refiled petition is sufficient or not sufficient within four (4)

business days after the petition is filed. The Town Clerk's written initial determination as to a refiled petition will become final if no protest is filed. Any protest concerning a refiled petition shall be filed within five (5) business days of the date on which the petition was refiled, and any hearing shall be conducted as provided in this Subsection J.

I. Protest of initial determination of sufficiency.

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

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

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

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

J. Protest hearing of initial determination of sufficiency.

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

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

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

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

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

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

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

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

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

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

Section 5. **Severability**. If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. **Safety Clause**. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 2nd day of June 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of __ for and __ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

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

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
David L. Corliss, Town Manager

Proposed Revisions to the Castle Rock Election Code

June 2, 2026

TOWN OF CASTLE ROCK COLORADO

Castle Rock Municipal Code
Chapter 2.01, Article I

Previously Article II-IV and VI-VII

Replacing Existing Code

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

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

Castle Rock Municipal Code
Chapter 2.01, Article I

Adopting Two Statutes by reference

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

Town Maintains our Home Rule Powers including:

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

Castle Rock Municipal Code Chapter 2.01, Article II

Previously Article V

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

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

Home Rule Campaign Finance – Retain Town-specific laws

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

Castle Rock Municipal Code
Chapter 2.01, Article II

Campaign Contributions and Expenditures

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

Complaints Filed

Retain process for the Town Clerk to process complaints

Castle Rock Municipal Code
Chapter 2.01, Article III

New Article

Citizen Petitions

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

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

Castle Rock Municipal Code
Chapter 2.01, Article III

Standardize Citizen Petition Process

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

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

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

In Summary

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

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

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

Recommendation

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

Any questions or comments?

Proposed Motion

“I move to adopt the Ordinance as proposed.”

“I move to amend the Ordinance as follows…”

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 16. **File #:** RES 2026-067

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Nichol Bussey, Business Solutions Manager

Resolution Approving the First Amendment to the Amended and Restated Property Lease Agreement Between the Town of Castle Rock and Cellco Partnership d/b/a Verizon Wireless for a Communication Tower (50-year lease with one-time payment to Town) *[1582 Reservoir Road]*

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution for the First Amendment to the Amended and Restated Property Lease Agreement between the Town of Castle Rock and Cellco Partnership d/b/a Verizon Wireless, with American Tower acting as attorney-in-fact. This amendment modifies the Town's existing telecommunications lease originally established in 1998 and restated in 2022.

The First Amendment extends the lease term for an additional fifty (50) years and converts the rental structure into a long-term prepaid arrangement. In exchange, the Town will receive a one-time prepaid rental payment of $1,125,000 at closing, subject to satisfaction of the conditions outlined in the amendment.

Approval of the resolution will authorize the Town Manager to execute the amendment on behalf of the Town and allow staff to proceed with finalizing all required closing documents. The prepaid lease structure provides immediate financial value to the Town while maintaining continued telecommunications operations at the site and reducing long-term renewal and administrative obligations.

Staff Recommendation

Staff recommends that Town Council approve, by resolution, the attached First Amendment to the Amended and Restated Property Lease Agreement with Cellco Partnership d/b/a Verizon Wireless (through American Tower as attorney-in-fact), and authorize the Town Manager to execute the amendment on behalf of the Town.

Item #: 16. **File #:** RES 2026-067

Approval of the resolution will allow the Town to finalize the transaction, extend the lease term for fifty (50) years, and receive the one-time prepaid rental payment of $1,125,000 in accordance with the amended lease terms.

Proposed Motion

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

Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Agreement
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
Nichol Bussey, Business Solutions Manager

Title: **Resolution approving the First Amendment to the Amended and Restated Property Lease Agreement** *[1582 Reservoir Road]*

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution for the First Amendment to the Amended and Restated Property Lease Agreement between the Town of Castle Rock and Cellco Partnership d/b/a Verizon Wireless, with American Tower acting as attorney-in-fact. This amendment modifies the Town's existing telecommunications lease originally established in 1998 and restated in 2022.

The First Amendment extends the lease term for an additional fifty (50) years and converts the rental structure into a long-term prepaid arrangement. In exchange, the Town will receive a one-time prepaid rental payment of $1,125,000 at closing, subject to satisfaction of the conditions outlined in the amendment.

Approval of the resolution will authorize the Town Manager to execute the amendment on behalf of the Town and allow staff to proceed with finalizing all required closing documents. The prepaid lease structure provides immediate financial value to the Town while maintaining continued telecommunications operations at the site and reducing long-term renewal and administrative obligations.

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 February 25, 2026, and the Castle Rock Water Commission voted unanimously 5 to 0 to recommend Town Council approval of the Resolution as presented.

Discussion

American Tower, on behalf of Verizon Wireless, has proposed a long-term extension of the Town's existing cell tower lease site through a First Amendment to the Amended and Restated Property Lease Agreement. The amendment extends the lease term for fifty (50) years and converts the rental structure into a prepaid lease arrangement, providing the Town with a one-time payment of $1,125,000 at closing.

The Town has maintained a telecommunications lease at this location since 1998. Historically, the lease has required periodic renewals and ongoing administration. The proposed amendment eliminates recurring renewal cycles and provides immediate realization of the site's long-term value while maintaining the continued telecommunications use of the property.

Over a 50-year horizon, telecommunications technology will continue to evolve rapidly. Advances in wireless infrastructure, distributed networks, satellite systems, or other emerging technologies may significantly change how cellular service is delivered. It is possible that traditional tower infrastructure may not be required in its current form for the entire duration of the extended term. Under a shorter-term or periodically renewing lease structure, this type of technological evolution could introduce future market uncertainty, renegotiation risk, or diminished lease value.

By entering into a prepaid 50-year agreement, the Town secures the full economic value of the site today, regardless of how telecommunications technology or infrastructure needs evolve over the coming decades. The amendment effectively transfers long-term market and technology risk to the tenant while preserving the Town's ability to receive immediate financial benefit. If the tower becomes less critical or obsolete during the term, the Town will have already realized the full negotiated value of the lease.

The amendment also maintains important operational protections, including continued site access requirements, title representations, and notice provisions, while allowing the telecommunications use to continue uninterrupted. Staff has reviewed the terms to ensure they align with Town standards, preserve necessary oversight, and appropriately allocate long-term risk.

Budget Impact

Upon closing, the Town will receive a one-time prepaid rental payment of $1,125,000, replacing the prior structure of monthly lease payments (currently $2,541.23 per month with a 3% annual escalation). This converts a long-term revenue stream into an immediately monetizable asset and provides the Town with financial certainty at the outset of the 50-year extended term.

Receiving the full lease value upfront allows the Town to deploy funds immediately toward strategic priorities, capital improvements, debt reduction, or reserve strengthening rather than collecting incremental payments over time. If invested conservatively at a modest rate of return (e.g., approximately 2.5%–3.0%), the prepaid amount could grow substantially over the 50-year lease term. At 2.54%—consistent with Castle Rock Water's current debt carrying costs—

the future value of $1,125,000 over 50 years exceeds approximately $3.9 million. Higher long-term municipal investment returns would increase that value further.

From a present value perspective, discounting the projected escalating rent stream over 50 years at a conservative municipal discount rate results in a value that is generally comparable to the prepaid amount being offered, while remaining dependent on long-term performance assumptions. The prepaid structure provides immediate liquidity and removes exposure to long-term forecasting variables such as escalation assumptions, tenant continuity, and renewal negotiations.

In addition to financial flexibility, the prepaid model reduces administrative oversight and eliminates revenue uncertainty. Under the prior lease structure, the Town would remain exposed to periodic renewal cycles, potential renegotiation risk, and evolving telecommunications market conditions over several decades. The amended agreement secures the full economic value at closing and shifts long-term operational and market risk away from the Town.

Staff Recommendation

Staff recommends that Town Council approve, by resolution, the attached First Amendment to the Amended and Restated Property Lease Agreement with Cellco Partnership d/b/a Verizon Wireless (through American Tower as attorney-in-fact), and authorize the Town Mayor to execute the amendment on behalf of the Town.

Approval of the resolution will allow the Town to finalize the transaction, extend the lease term for fifty (50) years, and receive the one-time prepaid rental payment of $1,125,000 in accordance with the amended lease terms.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Location Map

RESOLUTION NO. 2026-067

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED PROPERTY LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR A COMMUNICATION TOWER

WHEREAS, the Town of Castle Rock, Colorado (the "Town") is the owner of certain real property located in the Town of Castle Rock, Douglas County, Colorado, (the "Property"); and

WHEREAS, the Town and Cellco Partnership d/b/a Verizon Wireless ("Cellco") have entered into that certain Amended and Restated Property Lease Agreement dated as of December 2, 2022 (the "Lease Agreement"), for the construction, operation and maintenance of a communication tower on the Property; and

WHEREAS, the Lease Agreement provides for an initial term to expire on February 28, 2023, with an option for Cellco to renew for seven additional five-year terms, and the payment of monthly rent to the Town in the amount of $2,467.21, to increase annually by 3%, and 33.33% of any rents received from Cellco's sublessees; and

WHEREAS, Cellco has asked the Town to consider amending the Lease Agreement to extend the lease term to 50 years; and

WHEREAS, as consideration for the extension, Cellco has agreed to make a one-time. up front rental payment of $1,125,000.00; and

WHEREAS, Town staff and Cellco have agreed to the terms and conditions set forth in the First Amendment to the Lease Agreement (the "First Amendment"); and

WHEREAS, the Town Council finds that it is in the best interests of the Town and its residents to enter into the First Amendment.

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

Section 1. **Approval**. The First Amendment to the Amended and Restated Property Lease Agreement between the Town and Cellco Partnership d/b/a Verizon Wireless 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 First Amendment and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

THE FIRST AMENDMENT TO AMENDED AND RESTATED PROPERTY LEASE AGREEMENT

This First Amendment to Amended and Restated Property Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **Town of Castle Rock, Colorado,** a home rule municipal corporation ("***Landlord***") and **Cellco Partnership d/b/a Verizon Wireless** ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Property Lease Agreement dated March 5, 1998 ("***Prior Lease***"), as amended by that certain First Amendment to Property Lease Agreement dated January 5, 2009 ("***Prior First Amendment***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Amended and Restated Property Lease Agreement dated December 2, 2022 (as the same may have been amended from time to time, collectively, the "***Lease***"), superceding the Prior Lease and Prior First Amendment and pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant are parties to that certain Tower and Equipment Sublease Agreement dated March 5, 1998 ("***Sublease***") pursuant to which Landlord subleases space and associated rights from Tenant, and this Amendment is not intended to constitute an amendment or modification to the Sublease; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into an agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Rental Payment**. American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of **One Million One Hundred Twenty-Five Thousand and No/100 Dollars ($1,125,000.00)** (such one-time payment, the "***Pre-Paid Rental Amount***"), payable within ninety (90) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before June 30, 2026; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete as of the Effective Date; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification); and (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***")

executed by Landlord, with such execution duly notarized, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Pre-Paid Rental Amount due hereunder has been paid (such date payment is made, the "***Closing***"). From and after the Closing, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay the same. Tenant shall have the right to deduct from the Pre-Paid Rental Amount, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Closing. Notwithstanding anything to the contrary contained in the Lease, the Pre-Paid Rental Amount shall be paid to **Town of Castle Rock**. In the event the conditions precedent to Tenant's obligation to pay the Pre-Paid Rental Amount delineated hereunder are not satisfied, Tenant, in Tenant's sole and absolute discretion, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to the terms herein.

2. **Lease Term Extended**. In consideration for payment of the Pre-Paid Rental Amount, the current term of the Lease is hereby extended to that date which is **Fifty (50)** years after the Effective Date (such extended term, the "***Term***"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Tenant may terminate the Lease at any time during the Term upon thirty (30) days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Pre-Paid Rental Amount, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Pre-Paid Rental Amount pursuant to the foregoing, then Landlord shall remit such portion to Tenant within thirty (30) days of Tenant's written demand therefor.

3. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon the submission of a full and complete application by Tenant and subject to applicable local laws , Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises ("***Approvals***") by Tenant and/or Tenant's customers, licensees, and subleases. The Parties acknowledge and agree that any consent to Approvals by Landlord shall solely be in Landlord's municipal capacity and that Tenant shall not require Landlord's consent to any Approvals in Landlord's proprietary capacity as party to the Lease. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification,

maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification, maintenance, repair or replacement. Tenant or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term. Tenant or its customers shall remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises, including the removal of any foundation to six inches (6") below grade, but not including underground utilities, if any, within ninety (90) days after the expiration or termination hereof, reasonable wear and tear and casualty excepted. Landlord hereby acknowledges and agrees that Tenant shall have the right to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

4. **Non-Compete**. During the Term, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

5. **Landlord Statements; Title to Parent Parcel**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Tenant or Tenant's customers' use of the Leased Premises shall not interfere with, disrupt, or frustrate Landlord's use of the Parent Parcel as of the Effective Date, provided that Landlord represents and warrants that Tenant's use of the Leased Premises as of the Effective Date and similar uses do not interfere with Landlord's use of the balance of the Parent Parcel as of the Effective Date.

6. **NDA**. If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("***NDA***") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in

connection with such risk assessment.

7. **Notices**. The Parties acknowledge and agree that Section 25 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Town Manager, Town of Castle Rock, 100 N Wilcox ST, Castle Rock, CO 80104; with copy to: Town Attorney, Town of Castle Rock, 100 N. Wilcox ST, Castle Rock, CO 80104; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease , the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment as of the day and year set forth below.

LANDLORD

Town of Castle Rock, Colorado,
a home rule municipal corporation

Signature: _____
Jason Gray, Mayor

Date: _____

ATTEST:

_____
Lisa Anderson, Town Clerk

APPROVED AS TO FORM:

_____
Michael J. Hyman, Town Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: **American Tower Delaware Corporation**, a
Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the Pre-Paid Rental Amount described in Section 1 above provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment.

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12;
Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records;
Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records;
Thence S 81°30'00"E a distance of 305.72 feet along the South line of the said Callaway property;
Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet;
Thence S 04°45'30"E a distance of 279.30 feet;
Thence N 80°50'40"E a distance of 89.50 feet;
Thence S 34°18'00"E a distance of 96.40 feet;
Thence S 27°24'05"E a distance of 77.04 feet;
Thence S 62°35'55"W a distance of 106.60 feet;
Thence N 70°41'25"W a distance of 170.27 feet;
Thence S 84°28'00"W a distance of 269.52 feet;
Thence S 74°36'00"W a distance of 153.14 feet to a point of the East line of the Jensen property as recorded in Book 158 at Page 399 of the Douglas County records;
Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision;
Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records;
Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property;
Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at Page 227 of the Douglas County records;
Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

Being all of the property known as Tract B as shown on Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 49°15'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

An easement 20 feet in width, over and across a portion of the property known as Tract B per the Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado; located in the Southwest ¼ of Section 1 and the Northwest ¼ of Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado.

Also, including:

A Right-of-Way, 60 feet in width, 30 feet each side of the following described center line: Commencing at the Northwest corner of said Section 12; Thence N 89°30'40"E along the North line of said Section 12 a distance of 856.23 feet; Thence S 4°45'30"W a distance of 279.30 feet; Thence N 80°50'40"E a distance of 89.50 feet; Thence S 34°18'00"E a distance of 96.40 feet; Thence S 27°24'05"E a distance of 77.04 feet; Thence S 62°35'55"W a distance of 30.00 feet to the true point of Beginning

Thence S 27°24'05"E a distance of 193.18 feet; Thence S 59°44'22"E a distance of 654.25 feet; Thence N 49°19'45"E a distance of 248.88 feet; Thence N 71°48'31"E a distance of 213.78 feet; Thence N 65°30'44"E a distance of 459.52 feet; Thence N 48°16'40"E a distance of 437.16 feet; Thence N 11°52'53"E a distance of 13.32 feet to a point on the South Right-of-Way line of Colorado State Highway No. 86, from which the North ¼ corner of said Section 12 bears N 27°52'50"W a distance of 249.44 feet

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No.: 82086
PV Code: 809/VzW Contract No.: 10436
Site Name: Downtown Castle Rock

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn.: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No.: 82086
ATC Site Name: Downtown Castle Rock
Assessor's Parcel No(s): 0416071

Prior Recorded Lease Reference:
Document No.: 2022076449
State of Colorado
County of Douglas

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into as of the latter signature date hereof, by and between **Town of Castle Rock, Colorado,** a home rule municipal corporation ("***Landlord***") and **Cellco Partnership d/b/a Verizon Wireless** ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Amended and Restated Property Lease Agreement dated December 2, 2022 (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **American Tower**. Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. **Term**. Subject to the terms, provisions and conditions of the Lease, as amended, the term of the Lease is **Fifty (50)** years commencing on the Effective Date of that certain First Amendment to Amended and Restated Property Lease Agreement as that term is defined therein.

4. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and,

thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal**. There is a right of first refusal in the Lease.

6. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

7. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Finance Dept., 100 N Wilcox ST, Castle Rock, CO 80104; with copy to: Town Attorney, 100 N Wilcox Street, Castle Rock, CO 80104; and also with copy to: Director Castle Rock Water, 175 Kellogg Court, Castle Rock, CO 80109; to Tenant at Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Town of Castle Rock, Colorado,
a home rule municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

Town of Castle Rock, Colorado,
a home rule municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: **American Tower Delaware Corporation**,
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12;
Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records;
Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records;
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Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records;
Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property;
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Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

Being all of the property known as Tract B as shown on Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

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COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 49°15'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

An easement 20 feet in width, over and across a portion of the property known as Tract B per the Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado; located in the Southwest ¼ of Section 1 and the Northwest ¼ of Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado.

Also, including:

A Right-of-Way, 60 feet in width, 30 feet each side of the following described center line: Commencing at the Northwest corner of said Section 12; Thence N 89°30'40"E along the North line of said Section 12 a distance of 856.23 feet; Thence S 4°45'30"W a distance of 279.30 feet; Thence N 80°50'40"E a distance of 89.50 feet; Thence S 34°18'00"E a distance of 96.40 feet; Thence S 27°24'05"E a distance of 77.04 feet; Thence S 62°35'55"W a distance of 30.00 feet to the true point of Beginning

Thence S 27°24'05"E a distance of 193.18 feet; Thence S 59°44'22"E a distance of 654.25 feet; Thence N 49°19'45"E a distance of 248.88 feet; Thence N 71°48'31"E a distance of 213.78 feet; Thence N 65°30'44"E a distance of 459.52 feet; Thence N 48°16'40"E a distance of 437.16 feet; Thence N 11°52'53"E a distance of 13.32 feet to a point on the South Right-of-Way line of Colorado State Highway No. 86, from which the North ¼ corner of said Section 12 bears N 27°52'50"W a distance of 249.44 feet

CASTLE ROCK WATER RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED PROPERTY LEASE AGREEMENT

JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

>

AMERICAN TOWER PREPAID LEASE

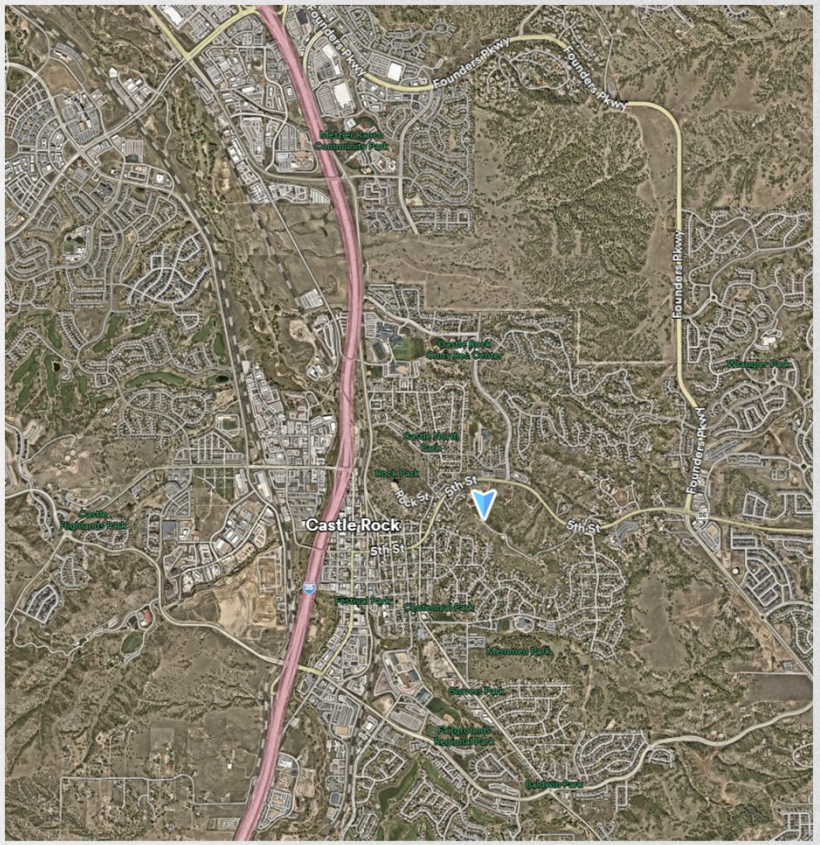
RESOLUTION: FIRST AMENDMENT TO PROPERTY LEASE AGREEMENT

Purpose:

- Extend telecommunications lease for 50 years
- Convert existing monthly lease to one-time prepaid structure

Financial Summary

- One-time prepaid payment of $1,125,000 at closing



AMERICAN TOWER PREPAID LEASE

WHAT IS CHANGING

Current Lease Structure

- Originally established in 1998 (restated in 2022)
- Current monthly rent of $2,541.23 per month
- 3% annual escalation
- Ongoing renewals and administrative oversight

Proposed Amendment

- 50-year lease extension
- Conversion to prepaid lease model
- Eliminates recurring renewal cycles
- Maintains continued telecommunications operations

AMERICAN TOWER PREPAID LEASE

STRATEGIC RISK AND CONSIDERATIONS

Technology and Market Evolution

- Wireless infrastructure will evolve over next 50 years
- Potential for distributed networks, satellite systems, or reduced reliance on traditional towers
- Risk of renegotiation or diminished future lease value under shorter terms

Why Prepaid Now?

- Secures full economic value today
- Transfers long-term technology and market risk to tenant
- Provides financial certainty
- Reduces administrative burden

AMERICAN TOWER PREPAID LEASE

BUDGET AND FINANCIAL IMPACT

Immediate Financial Benefit

- $1,125,000 received at closing
- Replaces long-term monthly revenue stream

Investment Potential

- At ~2.54% return (current CRW debt rate)
  - Future value over 50 years ≈ $3.9 Million
- Higher returns increase long-term value

Additional Benefits

- Immediate liquidity for:
  - Capital projects
  - Debt reduction
  - Reserve strengthening
- Eliminates renewal and revenue uncertainty

AMERICAN TOWER PREPAID LEASE

QUESTIONS?

AMERICAN TOWER PREPAID LEASE

MOTION OPTIONS

PROPOSED MOTION:

"I move to approve the Resolution TMP 2026-067 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)."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 17. **File #:** RES 2026-068

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

Resolution Approving Funding the Execution of Water Provider Agreement Amendment No. 7 Between the Town of Castle Rock and the Colorado Water Conservation Board for the Purchase of Additional Storage Space in the Chatfield Storage Reallocation Project *[Chatfield Reservoir in Douglas and Jefferson Counties]*

Executive Summary

The purpose of this memorandum is to request Town Council approval of a resolution (***Attachment A***) approving the funding of the Town's purchase of our 2026 option in the Chatfield Reservoir Reallocation Project. Renewable water storage is a key component of the Town of Castle Rock's long-term water plan and participation in the Chatfield Storage Reallocation Project gives the Town unique access to additional renewable water sources. The purpose of this memorandum is to request Town Council approval to authorize funding for the purchase of an additional 129 acre-feet (AF) of storage shares from the Colorado Water Conservation Board (CWCB). Castle Rock currently owns 848 AF of storage and has the right to purchase an additional 1,152 AF of storage in accordance with our 2015 agreement with CWCB over the next 9 years.

First storage of reallocation pool water started in May 2020 and Castle Rock currently has a full storage pool with approximately 1,827 AF of water in storage. The purchase of these additional shares will give the Town a total of 977 AF of owned water storage space with the ability to store additional water (up to 2,000 AF) under a storage lease agreement that we have in place with the CWCB.

The cost to purchase 129 AF of storage from CWCB is $1,070,825.13 and the Assumption Agreement and Water Provider Agreement with CWCB related to this purchase are provided in ***Attachments B and C***, respectively. Funding for this purchase was included in the approved 2026 budget. Funding for the purchase of the remaining storage shares under our 2015 agreement with CWCB is included in Castle Rock Water’s multi-year financial plan.

Budget Impact

The cost for the 129 AF storage space purchase is $1,070,825.13. The Town has $1,097,596 in the project budget (Account Number 211-4375-443.77-29, CIP/Chatfield Reallocation) for 2026.

Staff Recommendation

Staff along with the Castle Rock Water Commission recommend Town Council approve funding for 129 AF of additional storage shares for the 2026 option in the Chatfield Reservoir Reallocation 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: Assumption Agreement
Exhibit 2: Water Provider Agreement
Attachment B: Chatfield Program History
Attachment C: Preliminary Design Alignment for the Chatfield Pump Back Project

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

Title: **Resolution Approving Funding the Execution of Water Provider Agreement Amendment No. 7 Between the Town of Castle Rock and the Colorado Water Conservation Board for the Purchase of Additional Storage Space in the Chatfield Storage Reallocation Project** [*Chatfield Reservoir in Douglas and Jefferson Counties*]

Executive Summary

The purpose of this memorandum is to request Town Council approval of a resolution (***Attachment A***) approving the funding of the Town's purchase of our 2026 option in the Chatfield Reservoir Reallocation Project. Renewable water storage is a key component of the Town of Castle Rock's long-term water plan and participation in the Chatfield Storage Reallocation Project gives the Town unique access to additional renewable water sources. The purpose of this memorandum is to request Town Council approval to authorize funding for the purchase of an additional 129 acre-feet (AF) of storage shares from the Colorado Water Conservation Board (CWCB). Castle Rock currently owns 848 AF of storage and has the right to purchase an additional 1,152 AF of storage in accordance with our 2015 agreement with CWCB over the next 9 years.

First storage of reallocation pool water started in May 2020 and Castle Rock currently has a full storage pool with approximately 1,827 AF of water in storage. The purchase of these additional shares will give the Town a total of 977 AF of owned water storage space with the ability to store additional water (up to 2,000 AF) under a storage lease agreement that we have in place with the CWCB.

The cost to purchase 129 AF of storage from CWCB is $1,070,825.13 and the Assumption Agreement and Water Provider Agreement with CWCB related to this purchase are provided in ***Attachments B and C***, respectively. Funding for this purchase was included in the approved 2026 budget. Funding for the purchase of the remaining storage shares under our 2015 agreement with CWCB is included in Castle Rock Water's multi-year financial plan.

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

For a comprehensive summary of Castle Rock's participation in the Chatfield Storage Reallocation Project, please see ***Attachment D***.

On April 24,2024 Castle Rock Water Commission recommended that Council approve the purchase of 129 AF of additional shares from the Colorado Water Conservation Board.

On May 21, 2024, Town Council approved the purchase of 129 AF of additional shares from the CWCB per resolution 2024-053.

On February 4, 2025, Castle Rock Water staff informed the Colorado Water Conservation Board of its intent to defer the purchase of an additional 129 AF of optioned shares.

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

Discussion

The Chatfield Storage Reallocation Project (Project) is a water storage project to reallocate flood storage space in the existing Chatfield Reservoir located in northwest Douglas County to space that can be used for storing renewable water supplies. The Town of Castle Rock is currently, and has been since 2004, a participant in this Project.

The Town entered into a multi-year agreement with the CWCB in July 2015 to purchase shares in the Chatfield Storage Reallocation Project. This agreement allowed the Town to spread out the project costs over time while the Project was undergoing permitting, design and construction activities.

Construction for the Chatfield Storage Reallocation Project was substantially completed in December 2019. The final Project construction costs were $167,016,960, which was $3.97 million less than the last official Project estimate. The Chatfield Reservoir Management Company (CRMC) was directed to utilize the remaining funds to pay for the first five years of post-construction Project obligations, such as vegetation and habitat monitoring, erosion monitoring, weed management and new vegetation irrigation.

In early 2020, CRMC staff worked diligently to finalize the remaining U.S. Army Corps of Engineers (USACE) submittals that were a requirement prior to first storage. These final submittals were officially approved by USACE on May 13, 2020 who indicated that all recreation modifications, compensatory mitigation features, real estate interests, and other modifications to the Project had been satisfactorily completed. Payment for first storage was made by CRMC on May 14, 2020 to USACE. Given these final two critical path items, first storage of water into the reallocated storage space occurred on May 15, 2020, with Castle Rock Water being the first entity to store water.

Presently, Castle Rock has approximately 1,827 AF of water in storage. With the purchase of this additional block of storage space the Town will own 977 AF of storage with the option to store water up to 2,000 AF in our optioned pool owned by CWCB. Additionally, during the wet spring period of 2023, Castle Rock was able to fill all 2,000 AF of its 1989 Chatfield storage water right and subsequently made this conditional water right into an absolute water right by submitting this documentation through Water Court.

Currently, Castle Rock Water uses its stored supplies in Chatfield Reservoir either by exchanging the water back to our Plum Creek Diversion or CR-1 Diversion structures or by

leasing out primarily to neighboring providers at a competitive rate. The longer-term plan is to construct pump stations and a pipeline from Chatfield Reservoir back to our Castle Rock Reservoirs #1 and #2 near Sedalia (known as the Chatfield Pump Back Project). A large portion of this pipeline would follow the same alignment as the existing Ravenna Pipeline that Castle Rock purchased in 2017. The Chatfield Pump Back Project is currently in the 20% design stage (see ***Attachment E***) and we are continuing to work with U.S. Army Corps of Engineers on permitting and property acquisition. Preliminary costs to fully implement this project range from $85 million to $170 million depending on the final pipeline size/capacity that is selected for the project.

Budget Impact

The cost for the 129 AF storage space purchase is $1,070,825.13. The Town has $1,097,596 in the project budget (Account Number 211-4375-443.77-29, CIP/Chatfield Reallocation) for 2026.

Staff Recommendation

Staff along with the Castle Rock Water Commission recommend Town Council approve funding for 129 AF of additional storage shares for the 2026 option in the Chatfield Reservoir Reallocation 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: Assumption Agreement
Exhibit 2: Water Provider Agreement
Attachment B: Chatfield Program History
Attachment C: Preliminary Design Alignment for the Chatfield Pump Back Project

RESOLUTION NO. 2026-068

A RESOLUTION APPROVING THE EXECUTION OF WATER PROVIDER AGREEMENT AMENDMENT NO. 7 BETWEEN THE TOWN OF CASTLE ROCK AND THE COLORADO WATER CONSERVATION BOARD FOR THE PURCHASE OF ADDITIONAL STORAGE SPACE IN THE CHATFIELD STORAGE REALLOCATION PROJECT

WHEREAS, the Town of Castle Rock, by and through the Town of Castle Rock Water Enterprise (the "Town") and the State of Colorado, acting by and through the Department of Natural Resources, for the benefit of the Colorado Water Conservation Board ("CWCB"), are both water providers in the Chatfield Storage Reallocation Project (the "Project"); and

WHEREAS, in 2014, Town Council approved the execution of the Articles and Bylaws of the Chatfield Reservoir Mitigation Company, Water Storage Agreement, Escrow Agreement, and Water Provider Agreement which, among other things authorized the purchase of 200-acre feet ("AF") of storage in the Project; and

WHEREAS, in 2015, Town Council approved the execution of a multi-year agreement between the Town and the CWCB to purchase additional shares in the Project (the "Agreement"); and

WHEREAS, in 2021, Town Council approved the execution of the Lease Agreement between the CWCB and the Town for the use of storage space in the Project; and

WHEREAS, the Town has previously recognized the value of investing in storage in the Project by amending the Agreement to purchase of a total of 87 AF in 2016, 87 AF in 2018, 129 AF in 2020, 129 AF in 2022; and 129 AF in 2024; with deferrals in 2023 and 2025; and

WHEREAS, the Town recognizes the need to obtain additional storage in the Project as part of its long-term water plan; and

WHEREAS, the Castle Rock Water Commission has voted to recommend the purchase of an additional 129 AF of storage in the Project; and

WHEREAS, Town staff recommends that Town Council approve the purchase of an additional 129 AF of storage in the Project.

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

Section 1. **Approval**. Water Provider Agreement Amendment No. 7 (the "Amendment") between the Town and the CWCB 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 Amendment and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization**. In order to meet the Town's financial obligations under the Amendment, the Town Council authorizes an expenditure and payment from the CIP/Chatfield Reallocation account in an amount not to exceed $1,070,825.13, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director Castle Rock Water

ASSUMPTION

Of Rights and Obligations of the State of Colorado, Acting By and Through the Colorado Water Conservation Board by the Town of Castle Rock

(2026 Installment Acquisition of Chatfield Reservoir Reallocation Project Shares)

This Assumption of Rights and Obligations of the State of Colorado, acting by and through the Colorado Water Conservation Board ("CWCB") by the Town of Castle Rock, a Colorado home rule municipal corporation, by and through the Town of Castle Rock Water Enterprise ("Purchaser") ("Assumption") is executed, delivered, and consummated by the Purchaser pursuant to the terms of the Modified Agreement for Acquisition of Chatfield Reservoir Reallocation Project Shares from the State of Colorado dated November 9, 2018 ("Modified Purchase Agreement").

1 Recitals

1.1 On November 9, 2018, the CWCB and Purchaser entered into the Modified Purchase Agreement. The recitals in section 1 of the Modified Purchase Agreement inform the parties to this Assumption. Any term defined in the Modified Purchase Agreement shall apply to this Assumption.

1.2 The Modified Purchase Agreement sets forth the agreement between the CWCB and the Purchaser that the Purchaser has the option to acquire 1,626 acre-feet in the Reallocation Project ("Optioned Storage Space"). The Purchaser may acquire the Optioned Storage Space by a 2018 Acquisition and subsequent Installment Acquisitions as described in the Modified Purchase Agreement.

1.3 Prior to this Assumption, Purchaser acquired 474 acre-feet of the Optioned Storage Space. Prior to this Assumption, Purchaser had the option to acquire up to an additional 1,152 acre-feet of Optioned Storage Space.

1.4 This Assumption reflects the 2026 Installment Acquisition by which Purchaser is acquiring 129 acre-feet of Storage Space for $1,070,825.13.

1.5 By this Assumption, the Purchaser expressly assumes all of the CWCB's rights and corresponding obligations under the CWCB Water Provider Agreement and effects a partial novation of the CWCB Water Provider Agreement with respect to that portion of the Storage Space assumed herein as required by the Modified Purchase Agreement.

1.6 By this Assumption, Purchaser expressly assumes as of the date of this Assumption all of the CWCB's rights, title, interest, and corresponding obligations under the CWCB Membership Certificate in the Chatfield Reservoir Mitigation Company, Inc. ("CRMC") with respect to the portion of Storage Space assumed herein as required by the Modified Purchase Agreement.

2 Assumption of Rights and Obligations Under the Water Storage Agreement.

2.1 This Assumption shall satisfy the Purchaser's obligation in paragraph 3.2.2.2 of the Modified Purchase Agreement to provide a duly executed written assumption, by which the Purchaser expressly assumes the rights and obligations of the CWCB pursuant to the Water Storage Agreement corresponding to this 2026 Installment Acquisition and effects a partial novation of the Water Storage Agreement at this Installment Acquisition Closing.

2.2 For good and valuable consideration, including the transfer and assignment of 129 acre-feet of Storage Space in the Chatfield Reservoir Reallocation Project, and in fulfillment of the mutual promises and undertakings in the Modified Purchase Agreement, the Purchaser hereby assumes from the CWCB all of the CWCB's rights and obligations under the Water Storage Agreement relating to, and comprising 129 acre-feet of Storage Space.

3 Assumption of O&M-RRR&R Costs and CRMC Assessments Associated with this Installment Acquisition.

3.1 This Assumption shall satisfy the Purchaser's obligation in paragraph 3.2.2.2 of the Modified Purchase Agreement to provide a duly executed written acceptance and assumption of the responsibility to pay to the CRMC the O&M-RRR&R costs and CRMC Assessments associated with this Installment Acquisition as and when such costs are quantified and become due.

3.2 For good and valuable consideration, including the transfer and assignment of 129 acre-feet of Storage Space and in fulfillment of the mutual promises and undertakings in the Modified Purchase Agreement, the Purchaser hereby accepts, assumes, and agrees to pay to the CRMC the O&M-RRR&R costs and CRMC Assessments for the interest in the Storage Space assigned to Purchaser during the term of the Modified Purchase Agreement.

4 Assumption of Responsibility to Pay O&M-RRR&R Costs and CRMC Assessments for Optioned Storage Space to the CWCB.

4.1 This Assumption shall satisfy the Purchaser's obligation in paragraph 3.2.2.2 of the Modified Purchase Agreement to provide a written specific undertaking and acceptance of responsibility to pay to the CWCB all O&M-RRR&R costs and CRMC Assessments attributable to the remainder of the Optioned Storage Space as and when such costs are quantified and become due.

4.2 For good and valuable consideration, including the transfer and assignment of 129 acre-feet of Storage Space and in fulfillment of the mutual promises and undertakings in the Modified Purchase Agreement, the Purchaser hereby accepts, assumes, and agrees to pay to the CWCB all O&M-RRR&R costs and CRMC Assessments attributable to the remainder of the Optioned Storage Space as and when such costs are quantified and become due.

5 Other.

5.1 Terms defined in the Modified Purchase Agreement shall have the meanings assigned therein.

5.2 The Modified Purchase Agreement shall survive the execution, delivery, and consummation of this Assumption.

Dated: June 2, 2026.

ATTEST:	TOWN OF CASTLE ROCK by and Through the TOWN OF CASTLE ROCK WATER ENTERPRISE
Lisa Anderson, Town Clerk	Jason E. Gray, Mayor
Approved as to form:	Approved as to content:
Michael J. Hyman, Town Attorney	Mark Marlowe, Director, Castle Rock Water

State of Colorado Contract Modification
WATER PROVIDER AGREEMENT AMENDMENT NO. 007

State Agency
Colorado Department of Natural Resources
1313 Sherman St, Room 718
Denver, CO 80203

Water Provider (Contractor)
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

Original Contract Number
CMS 84618, CT2016-2291
Amendment No. 1: CMS 112961
Amendment No. 2: CMS 121962
Amendment No. 3: CMS 161124
Amendment No. 4: CMS 177647
Amendment No. 5: CMS 178580
Amendment No. 6: CMS 191424

Amendment Contract Number
CMS

Contract Performance Beginning Date
October 16, 2015

Current Contract Expiration Date
Not applicable

Current Contract Maximum Amount
Initial Term
Not applicable
Extension Terms
Not applicable
Total for All State Fiscal Years: **$[0.00]**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Water Provider

Town of Castle Rock

By: Jason E. Gray, Mayor

Date: _____

ATTEST:

_____

Lisa Anderson, Town Clerk

Approved as to Form:

_____

Michael J. Hyman, Town Attorney

Approved as to Content:

_____

Mark Marlowe, Director of Castle Rock Water

State of Colorado

Jared S. Polis, Governor

Department of Natural Resources

Windi Padia, Deputy Executive Director

By: Windi Padia, Deputy Executive Director

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

By:

Amendment Effective Date:

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1. PARTIES

This Amendment (the "Amendment") to the original Water Provider Agreement, referenced by the CMS number shown on the Signature and Cover Page for this Amendment (the "WPA") is entered into by and between the Water Provider, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the WPA shall be construed and interpreted in accordance with the WPA.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date
This Amendment shall not be valid or enforceable until the Amendment Effective Date shown with the State Controller's Signature for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

B. Amendment Term
The Parties' respective performances under this Amendment and the changes to the WPA contained herein shall commence on the Amendment Effective Date shown with the State Controller's Signature for this Amendment and shall terminate on the termination of the WPA.

4. PURPOSE

Water Provider has acquired 129 acre-feet of storage space in Chatfield Reservoir from the Colorado Water Conservation Board. This Amendment modifies the WPA to reflect this increase in Water Provider's pro rata ownership of storage space in Chatfield Reservoir.

5. MODIFICATIONS

The WPA and all prior amendments thereto, if any, are modified as follows:

A. Section II, Definition of Terms: In Paragraph II.C., the percentage "4.117%" is hereby deleted and replaced with "4.743%."

B. Section III, Rights Granted to Water Provider: In Paragraph III.A., the number "848" is hereby deleted and replaced with "977."

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the WPA, and the WPA and all prior amendments or other modifications to the WPA, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the WPA, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the WPA or any prior modification to the WPA, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the WPA to the extent that this Amendment specifically modifies those Special Provisions.

Attachment D
Comprehensive Program History for the Chatfield Storage Reallocation Project

In 2004, the Town Council approved a resolution consenting to the South Metro Water Authority (currently the South Metro Water Supply Authority) reserving 1,400 acre-feet of the storage capacity on behalf of its members. The Town's current share of that capacity is 34.8 percent (34.8%) or 487.2 acre-feet.

In 2005, the Town signed a Letter of Commitment between the Town of Castle Rock and the Colorado Water Conservation Board (CWCB) to reserve permanent storage space in Chatfield Reservoir if the storage became available as a result of this project. The Town's reserved capacity stood at 1,013.2 acre-feet.

In September 2012, Town Council approved a resolution to submit a letter to the US Army Corps of Engineers in support of the Chatfield Reallocation Project.

Utilities Commission was updated on the status of the project on June 26, July 24, and October 22, 2013.

Town Council was updated on the status of the project in October 2013.

The Water Resources Committee reviewed this project on May 6, 2014.

On May 28, 2014, Utilities Commission was updated on the status of the recommended reduced participation level of 200 AF. Utilities Commission voted 5-1 approving the recommended reduced participation level with one Commissioner stating that participation at a higher level was preferred. The primary reason for a reduction in participation was the financial impact that full participation would have had to our customer's water rates.

On June 17, 2014, Town Council approved a resolution to reduce participation in the Chatfield Reallocation Project from 1,500.3 AF to 200 AF.

On November 18, 2014, Town Council approved a resolution to approve the Execution of the Articles and Bylaws of the Chatfield Reservoir Mitigation Company, Water Storage Agreement, Escrow Agreement, and Water Provider Agreement for the project.

On April 21, 2015, the Town Council was provided with a discussion of the salient points of a draft option agreement with CWCB.

On May 27, 2015 the Utilities Commission unanimously supported the recommendation to Town Council to proceed with entering into an agreement with CWCB for the acquisition of additional project shares over a multi-year period.

On June 16, 2015, Town Council approved the option agreement for acquisition of additional Chatfield Reservoir project shares from the State of Colorado over time.

On October 5, 2015, the Mayor was presented with execution instructions and original forms for the:

- Articles of Incorporation and Bylaws of Chatfield Reservoir Mitigation Com., Inc.
- Water Provider Agreement
- Escrow Agreement

The Chatfield Storage Reallocation Project refined cost estimate was presented to Utilities Commission on April 27, 2016. The commissioners unanimously recommended that the Town continue its participation in the project.

On May 17, 2016, Town Council was provided with an update on the progress of the Chatfield Reallocation Project.

On May 25, 2016, Utilities Commission was provided with a discussion of the key points for an amendment to the CWCB Option Agreement to buy 1,713 AF of storage shares over the next nineteen years. The commissioners unanimously recommended that staff work with CWCB to develop an amendment to the existing CWCB Option Agreement.

In December 2016, the Town closed on an additional 87 AF of storage space, bringing our current total to 374 AF.

On October 25, 2017, Castle Rock Water Commission was provided with a discussion of the Chatfield Storage Reallocation Project updated cost estimate and off-ramp option, and unanimously recommended the Town continue its participation in the project.

On November 14, 2017, Town Council was provided with a discussion of the Chatfield Storage Reallocation Project updated cost estimate and off-ramp option, and approved the Town's continued participation in the project.

On March 28, 2018, the Castle Rock Water Commission unanimously recommended support of the purchase of 87 AF of additional shares.

On April 17, 2018, Town Council approved the purchase of 87 AF of additional shares. The Town closed on this tranche of storage space before the end of 2018.

On September 26, 2018 the Castle Rock Water Commission unanimously recommended Town Council approval for entering into the Modified Agreement for Acquisition of Chatfield Reservoir Reallocation Project Shares with the State of Colorado.

On October 2, 2018, Town Council approved Resolution 2018-093, a Modified Agreement for Acquisition of Chatfield Reservoir Reallocation Project shares from the State of Colorado, ultimately increasing our optioned amount of storage by 500 AF, eventually allowing the Town to reach 2,000 AF of storage.

On August 27, 2019, Castle Rock Water staff informed the Colorado Water Conservation Board of its intent to defer the purchase of an additional 129 AF of optioned shares.

On January 22, 2020, Castle Rock Water Commission unanimously recommended Council approve the purchase of 129 AF of additional shares from the Colorado Water Conservation Board in 2020.

On February 4, 2020, Town Council approved the purchase of 129 AF of additional shares from the CWCB per resolution 2020-016. The CWCB acknowledged the receipt of the Town's wire transfer of the funds for this additional storage space on April 30, 2020.

On July 7, 2020, Castle Rock Water staff provided an update to Town Council on the Chatfield Storage Reallocation Project.

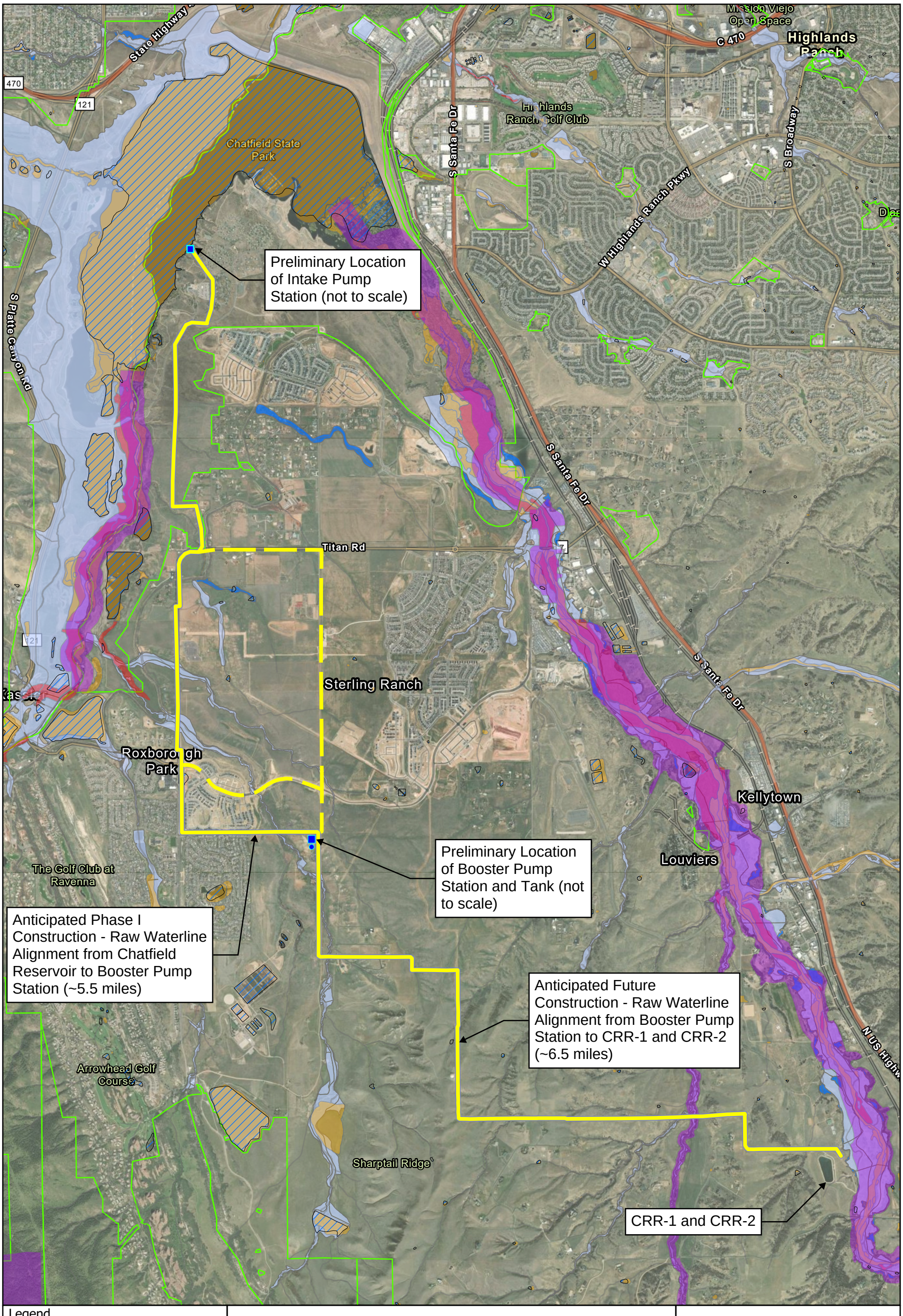
On March 24, 2021, Castle Rock Water Commission was informed of the Lease Agreement with the CWCB for Use of Storage Space in the Chatfield Storage Reallocation Project and unanimously recommended Town Council approval.

On April 6, 2021, Town Council unanimously approved Resolution 2021-037 approving the Lease Agreement Between the CWCB and the Town of Castle Rock Water Enterprise for the Use of Storage Space in the Chatfield Storage Reallocation Project.

On April 27, 2022 Castle Rock Water Commission recommended that Council approve the purchase of 129 AF of additional shares from the Colorado Water Conservation Board.

On May 17, 2022, Town Council approved the purchase of 129 AF of additional shares from the CWCB per resolution 2022-058.

On February 2, 2023, Castle Rock Water staff informed the Colorado Water Conservation Board of its intent to defer the purchase of an additional 129 AF of optioned shares.


Preliminary Location of Intake Pump Station (not to scale)
Preliminary Location of Booster Pump Station and Tank (not to scale)
Anticipated Phase I Construction - Raw Waterline Alignment from Chatfield Reservoir to Booster Pump Station (~5.5 miles)
Anticipated Future Construction - Raw Waterline Alignment from Booster Pump Station to CRR-1 and CRR-2 (~6.5 miles)
CRR-1 and CRR-2
Chatfield State Park
Highlands Ranch
Highlands Ranch Golf Club
Mission Viejo Open Space
S Santa Fe Dr
S Broadway
W Highlands Ranch Pkwy
C 470
State Highway 121
470
121
S Platte Canyon Rd
Titan Rd
Sterling Ranch
Roxborough Park
The Golf Club at Ravenna
Arrowhead Golf Course
Sharptail Ridge
Kellytown
Louviers
N US Highway
Legend
Eastern Shores Alignment
Main Alignment
Alternatives
NHD Waterbody
USFWS Critical Habitat
NWI Riparian
NWI East
Parks
100-year Flood Zone
500-year Flood Zone
Chatfield Pump Back Project
Exhibit C - Project Area Overview
N
0
0.5
1
Miles

CASTLE ROCK WATER

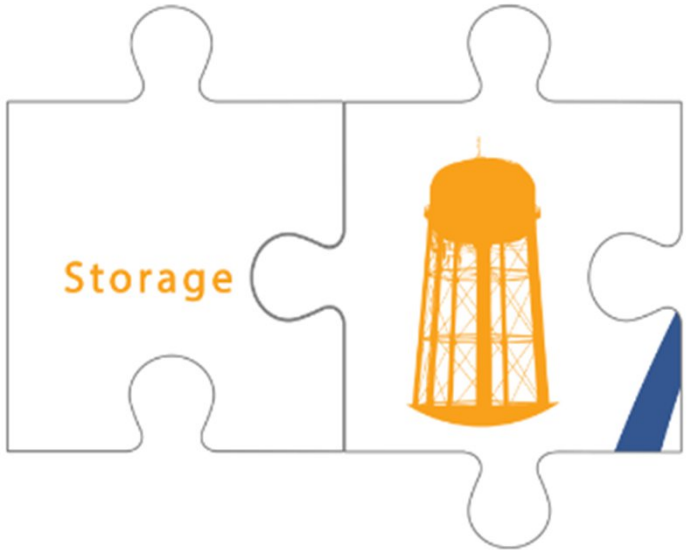
RESOLUTION APPROVING FUNDING THE EXECUTION OF THE WATER PROVIDER AGREEMENT AMENDMENT NO. 7 BETWEEN THE TOWN OF CASTLE ROCK AND COLORADO WATER CONSERVATION BOARD FOR THE PURCHASE OF ADDITIONAL STORAGE SPACE IN THE CHATFIELD REALLOCATION PROJECT

JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

CHATFIELD
BACKGROUND

- Project: Reallocate 20,600 Acre Feet (AF) for Storage
- Castle Rock Participation:
  - Approved by Town Council June 17, 2014
  - Approved Modified Agreement Nov 9, 2018
  - Planned purchase of 2,000 AF of storage
  - Purchased 848 AF of storage to date
  - Required to purchase 1,152 AF remaining
- Town's Planned Investment: $16.6 million ($8,301/AF)
- Town's Current Investment: $6.89 million



CHATFIELD

CWCB AGREEMENT TERMS

- Option Agreement has five purchase deferments – last deferment used in 2025
- Nine more storage blocks to be purchased (2026 – 2034) at ~$1 million each
- Total cost remaining with this purchase = $8.6 million
- Will continue to lease unpurchased Optioned Space to store water for $50/AF per year from CWCB

Stands of Cottonwood trees along the Plum Creek arm of Chatfield

CHATFIELD
BENEFITS

Statewide project support and Front Range water provider cooperation

Storage

- Capture free river flows / reuse water
- Capacity in basins where water rights reside
- Utilize existing water storage rights (senior & junior)

Potential Opportunities

- Lease storage at attractive prices
- Build infrastructure via partnerships
- Expand utilization of Ravenna pipeline
- Improve water quality

Flexibility

- Use and trade imported supplies
- Purchase spot water from Denver and others
- Exchange with Rueter-Hess Reservoir
- Trade with agricultural partners

South Platte River just upstream of Chatfield

CHATFIELD
BUDGET

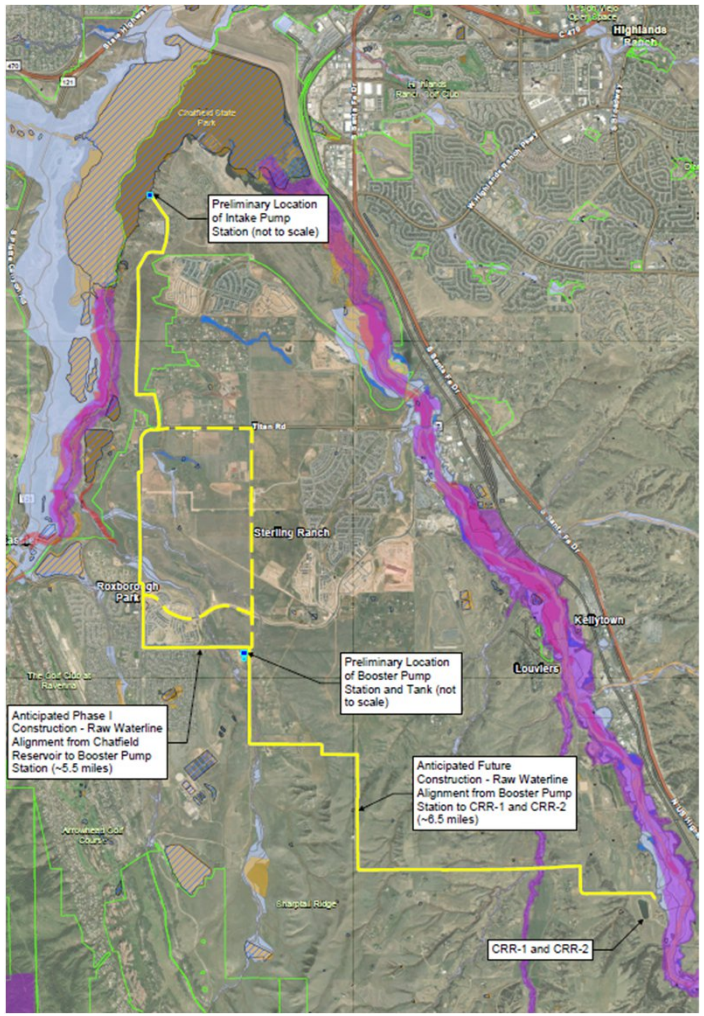
- 2026 Option Shares of 129 AF
  - $1,070,825.13
- Account 211-4375-443.77-29 Chatfield Reallocation
  - 2026 Budget of $1,097,595

Reconstructed North Boat Ramp area

CHATFIELD

CHATFIELD PUMP BACK PROJECT

- Will provide direct access to our storage pool
- 20% Design:
  - Intake Pump Station
  - Booster Pump Station
  - 12 miles of pipeline
- Current progress:
  - Booster station property acquisition
  - USACE permitting requirements
- Current cost estimated between $85-170M
- Current schedule is early 2030s

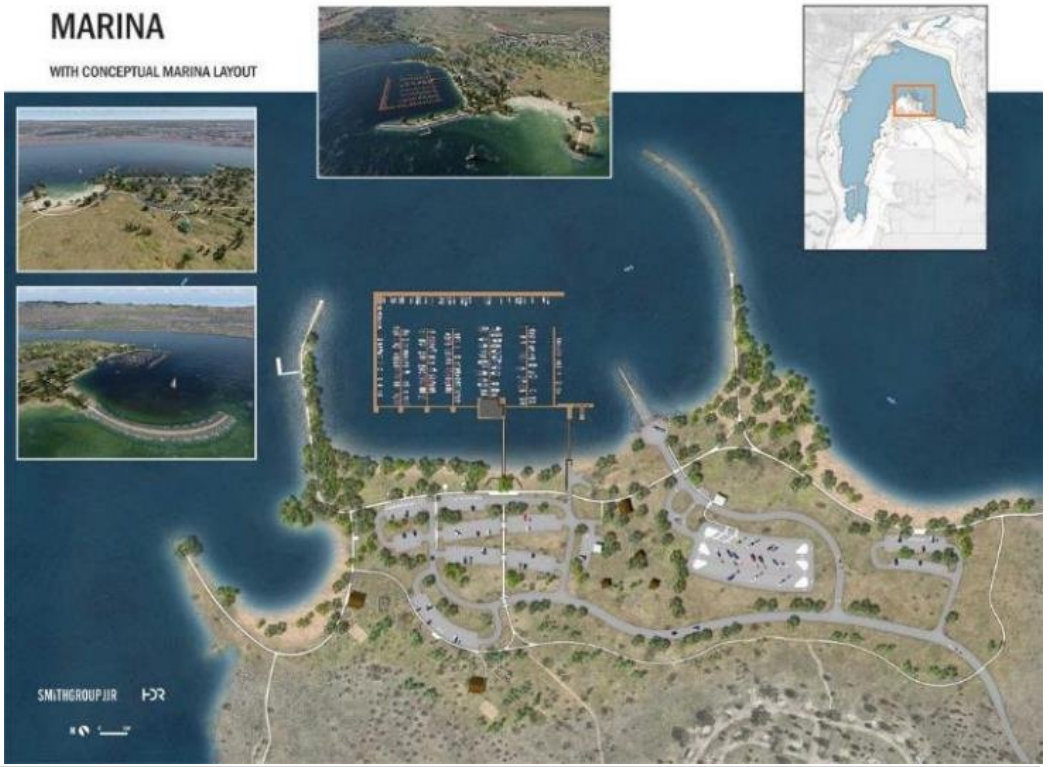


Potential pipeline routes for Chatfield Pump Back Project

CHATFIELD
RECOMMENDATIONS

- Water Commission
- Staff

Questions?



"I MOVE TO APPROVE RESOLUTION NO. 2026-068 AS INTRODUCED BY TITLE"

ALTERNATIVE MOTIONS

"I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY TITLE, WITH THE FOLLOWING CONDITIONS: _____"

"I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL MEETING ON _____ DATE TO ALLOW ADDITIONAL TIME TO: _____"

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 18. **File #:** RES 2026-069

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Roy Galles, P.E., Engineering Manager
Erin Evans, P.E., Project Manager

Resolution Approving a Professional Services Agreement with Dewberry Engineers Inc. for the Young American Infrastructure Improvements Project *[Young American neighborhood north of South Street, west of Valley Drive and east of Gilbert Street]*

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a Service Agreement (***Attachment A***) with Dewberry Engineers, Inc. (Dewberry) to include sidewalk upgrades to the design of the Young American Waterline Replacement Project and to complete outstanding design scope for the waterline portion of the project. The proposed fee is $94,490. A Location map of the project area is also included in ***Attachment A***.

Previously, a service agreement and two amendments were approved with Dewberry to complete the Young American Infrastructure Improvements, Bell Mountain Raw Waterline, and Bell Mountain Well Vault Upgrades Projects, which was completed in 2025. Public Works (PW) and CRW have identified additional sidewalk upgrade scope that needs to be included in the waterline and pavement replacement design in order to comply with Americans with Disabilities Act (ADA) requirements.

CRW staff requested a proposal from Dewberry for the sidewalk upgrades and outstanding waterline design and received a scope and fee which is included in ***Attachment A***. CRW and PW staff have reviewed the scope and cost and believe the fee proposed by Dewberry to be reasonable. Dewberry has already completed the waterline replacement design and has direct knowledge of the Town's needs for the additional scope and is familiar with the project constraints, which provides continuity in design services and allows the work to be completed efficiently. A sole-source justification form was approved for this contract (***Attachment B***).

Dewberry shall undertake the work upon execution of the agreement and shall complete the work by December 31, 2026. Currently, the project is anticipated to be bid late 2026 in preparation for construction early in 2027. The estimated total cost of the project is $9M for the waterline replacements and $7M for the pavement replacement and ADA upgrades.

Budget Impact

The Dewberry proposal fee is $94,490. The project will be funded from the accounts shown below:

Project	Account	Amount
Public Works - Repair & Maint-Streets	120-3175-431.40-35	$76,600
Water - Young American Rehab	210-4275-442.79-26	$17,890
Total		$94,490

The Finance department has been consulted and has confirmed the availability of these funds in the 2026 budget. This agreement will be for project number 250003. The overall estimated cost of the project is $16M.

Staff Recommendation

Staff recommends Town Council approval of the resolution approving the Services Agreement between the Town of Castle Rock and Dewberry for the design of the Young American Infrastructure Improvements 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: Agreement and Scope of Services
Attachment B: Sole Source Justification Form

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
Roy Gallea, P.E., Engineering Manager
Erin Evans, P.E., Project Manager

Title: **Resolution Approving a Service Agreement with Dewberry Engineers Inc. for the Young American Infrastructure Improvements Project** *[Young American neighborhood]* – CRW Project 250003

Executive Summary

Castle Rock Water (CRW) is seeking Town Council approval of a Service Agreement (***Attachment A***) with Dewberry Engineers, Inc. (Dewberry) to include sidewalk upgrades to the design of the Young American Waterline Replacement Project and to complete outstanding design scope for the waterline portion of the project. The proposed fee is $94,490. A Location map of the project area is also included in ***Attachment A***.

Previously, a service agreement and two amendments were approved with Dewberry to complete the Young American Infrastructure Improvements, Bell Mountain Raw Waterline, and Bell Mountain Well Vault Upgrades Projects, which was completed in 2025. Public Works (PW) and CRW have identified additional sidewalk upgrade scope that needs to be included in the waterline and pavement replacement design in order to comply with Americans with Disabilities Act (ADA) requirements.

CRW staff requested a proposal from Dewberry for the sidewalk upgrades and outstanding waterline design and received a scope and fee which is included in ***Attachment A***. CRW and PW staff have reviewed the scope and cost and believe the fee proposed by Dewberry to be reasonable. Dewberry has already completed the waterline replacement design and has direct knowledge of the Town's needs for the additional scope and is familiar with the project constraints, which provides continuity in design services and allows the work to be completed efficiently. A sole-source justification form was approved for this contract (***Attachment B***).

Dewberry shall undertake the work upon execution of the agreement and shall complete the work by December 31, 2026. Currently, the project is anticipated to be bid late 2026 in

preparation for construction early in 2027. The estimated total cost of the project is $9M for the waterline replacements and $7M for the pavement replacement and ADA upgrades.

Notification and Outreach Efforts

The project information will be posted on the Town's Development Activity map as Water and Public Works Projects. CRW and PW plan to provide public notification to residents when the design is completed. Individual resident communication will happen as needed in order to coordinate landscaping impacts to the sidewalk upgrades.

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

The initial waterline project design services agreement was approved through Resolution No. 23-103 by Town Council on August 15, 2023. A first and second amendment were approved on May 28, 2024 and November 5, 2024.

CRW staff shared this item with the Castle Rock Water Commission at their meeting held on May 27, 2026.

Discussion

The Young American Infrastructure Improvement design phase includes water distribution and sanitary collection systems replacement and/or rehabilitation planning for this neighborhood. The sanitary sewer rehabilitation work was completed in 2024 and the waterline replacement design was completed in 2025 under Dewberry's previous service agreement. The existing pipes in the Young American neighborhood are 4-inch and 6-inch cast iron pipe, which will be upsized to 8-inch to meet the Town's current standards for water mains. South Street will be upsized to 12-inch in order to improve system capacity and distribution in this area.

PW was brought into the design process of the Young American waterline improvements project to allow collaboration with their Pavement Management Program (PMP) to minimize impacts to the neighborhood with multiple projects. The pavements within the project limits have been identified for reconstruction. In accordance with ADA requirements, any roadway alteration, including pavement reconstruction activates the obligation to upgrade the existing pedestrian facilities within the project limits to current ADA and Public Right-of-Way Accessibility Guidelines (PROWAG). In order to comply, portions of the sidewalk and curb ramps within the project limits will need to be upgraded. The additional design scope includes incorporating required protection, modifications, or relocations to significant features affected by the sidewalk expansions including but not limited to retaining walls, fences, tress, and other large plants, light poles, meters, curb stops, signs, and mailboxes. The map in ***Attachment A*** shows the general understanding of the sidewalk upgrades and potential impacts to individual properties.

Minor outstanding waterline design items are also included in Dewberry's scope. This includes evaluating a flushing path on Overlook Road, which will require additional survey, easement legal descriptions and staking as it is a privately owned road. Some additional services also need to be added to the drawings based on investigations conducted by the Town in several locations throughout the neighborhood.

Dewberry's familiarity with the waterline project after completing the majority of the design for the waterline replacement project provides continuity in design services and allows the work to be completed efficiently. A sole-source justification form was approved for this contract (***Attachment B***).

Dewberry will undertake incorporating the PW improvements into the overall Young American project scope as well as finalizing the remaining waterline design upon execution of the agreement and will complete the work by the end of 2026. The construction is planned for 2027.

Budget Impact

The Dewberry proposal fee is $94,490. The project will be funded from the accounts shown below:

Project	Account	Amount
Public Works – Repair & Maint-Streets	120-3175-431.40-35	$76,600
Water - Young American Rehab	210-4275-442.79-26	$17,890
Total		$94,490

The Finance department has been consulted and has confirmed the availability of these funds in the 2026 budget. This agreement will be for project number 250003. The overall estimated cost of the project is $16M.

Staff Recommendation

Staff recommends Town Council approval of the resolution approving the Services Agreement between the Town of Castle Rock and Dewberry for the design of the Young American Infrastructure Improvements 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: Agreement and Scope of Services
Attachment B: Sole Source Justification Form

RESOLUTION NO. 2026-069

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DEWBERRY ENGINEERS INC. FOR THE YOUNG AMERICAN INFRASTRUCTURE IMPROVEMENTS PROJECT

WHEREAS, Dewberry Engineers Inc. (the "Consultant"), previously completed the majority of the engineering analysis and design on the Young American Infrastructure Improvements Project (the "Project"); and

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has determined that the Project requires additional improvements to ensure that sidewalks affected by the Project are upgraded to ensure compliance with the Americans with Disabilities Act requirements, and that minor outstanding waterline design items still exist; and

WHEREAS, Town staff has determined that Consultant is best suited to provide engineering design and analysis services for the Project due to its intimate knowledge of the Project; and

WHEREAS, the Town Manager has approved the use of the Consultant on the basis of sole source; and

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

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

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

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

Section 2. **Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under this Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed $94,490.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of _____ for and _____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

TOWN OF CASTLE ROCK
PROFESSIONAL SERVICES AGREEMENT
(Young American Infrastructure Improvements Project– Castle Rock Water)

DATE: June 2, 2026.

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

DEWBERRY ENGINEERS INC., a New York corporation, 8401 Arlington Boulevard, Suite 1, Fairfax, Virginia 22031 ("Consultant").

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 Consultant pursuant to its Sole Source policy to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

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

2. **Payment**. Consultant shall invoice Town for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations ("Disputed Services"). The Town shall not be required to pay for Disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **$94,490.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 2026** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in

accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

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

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

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

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

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

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the Term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three

(3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

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

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

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Consultant and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

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

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

F. **Workers' Compensation and Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and

shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

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

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

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

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid

or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

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

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

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

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

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

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

20. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

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

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

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

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

24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility

Guidelines ("WCAG") followed by the State of Colorado. In addition, Consultant shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

26. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any

auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Consultant's Certificate of Insurance; and (3) Exhibit containing Scope of Services and Fee Schedule.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

ATTEST:

_____
Lisa Anderson, Town Clerk

Approved as to form:

_____
William Langford, Assistant Town Attorney

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

DEWBERRY ENGINEERS INC.

By: _____
(Signature)

Sam Franzen
(Print Name)

Its: Senior Associate
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall complete all work as described in the scope of services ("Scope") in accordance with the fee schedule. In no event shall the total payment to Consultant for the Services under this Agreement and Scope exceed **$94,490.00**, unless authorized in writing by Town.

Summary:

This Scope includes incorporating public works upgrades to the sidewalks in the Young American neighborhood to comply with American with Disabilities Act requirements into the design documents ("Public Works Improvements"). Public Works Improvements also include incorporating required protection, modifications, or relocations to significant features affects by the sidewalk expansions including but not limited to retaining walls, fences, trees and other large plants, light poles, meters, curb stops, signs, and mailboxes. General notes or specifications will be used to establish requirements for restoration or relocation of typical landscaping affected by the Public Works Improvements including lawns, irrigation systems, rock or mulch beds, edging, etc. The attached map shows the Parties understanding of the sidewalk upgrades and the potential impacts to the properties.

Also included in this Scope are outstanding items from the waterlines improvements project ("Waterlines Improvements") including evaluating a flushing path for the Overlook Rd portion of the work including survey, easement legal descriptions, and staking and service additions to the drawings based on information provided by the Town.

The following task breakdown defines the level of engineering effort and provides a basis for Consultant's estimated fee. Tasks have been broken down into effort related to the Public Works Improvements (Task X.1) and the Waterlines Improvements (Task X.2) where appropriate.

Consultant shall do the following:

Task 1 – Project Management

Task 1.1 and 1.2 Project Management. Consultant shall assign and supervise Consultant staff, and provide technical direction, coordination, and communication to the Consultant staff and subconsultants (alternatively referred to as subcontractors in this Agreement) to ensure the project meets budget, schedule, and quality goals. Monitor the work schedule and budgets and provide general contract administration within Consultant. Provide the Town with written monthly progress reports addressing project status, budget, schedule, and potential scope of work changes.

Task 2 – Survey Data Verification.

Task 2.1 and 2.2 – Survey Data Verification. This task includes a field visit to verify information in the existing survey data, including existing sidewalk widths, and determine if and where additional survey is required. Consultant will also work with the Town to confirm outstanding items from the waterline design during this visit. The field visit is estimated to take two days.

Task 3 – Additional Survey Allowance

The current survey collected data inside the right-of-way throughout the neighborhood. This data should be sufficient to show most if not all the data needed to show the Public Works Improvements upgrades and property impacts and rehabilitation. However, the survey may not have captured all the information needed and homeowners may have made improvements since the original survey was completed two years ago. Town may authorize Consultant to complete additional surveys of improvements or additional surveys to obtain necessary information of the area. As noted above, in no event shall the total payment to Consultant for the Services under this Agreement exceed $94,490.00, unless authorized in writing by the Town. For the sake of clarity, Consultant understands and agrees that this not to exceed amount of $94,490.00 includes $20,000.00 which the Town may, at the Town's sole discretion, decide to utilize to pay for additional surveys authorized under Task 3.

Task 4 - 90% Design

Task 4.1 and 4.2 - 90% Design. Incorporate sidewalk improvements including areas where widening is required, and specific locations of repairs, curb ramps, and drive cuts. Add notes indicating modifications, relocations, removal, or protection of major features including retaining walls, fences, trees and other large plants, light poles, meters, curb stops, signs, and mailboxes. Town standard details will be referenced or included in the project documents. Separate plan drawings will be created for Public Works Improvements to establish a clean division between Waterlines Improvements and Public Works Improvements scopes and to maintain legibility.

Evaluate Overlook Rd blowoff options and update the design as required. Update the design documents to include additional information on sewer services on Hillside Dr, connections going into SMH-4614, the water service to the Oakridge Pool, and waterline looping at the Winrock Apartments based on information provided by the Town and gathered in the field.

Drawings and Specifications for the 90% submittal will be prepared in accordance with Town criteria. This task also includes quality assurance, quality control ("QAQC") of all deliverables submitted to the Town. New drawings expected to be added include:

- Plan views for Public Works Improvements
- Additional civil detail sheets as necessary
- TESC plans
- TESC standard notes and details

The TESC Drawings will be packaged and submitted separately to the Town for approval.

Task 5.1 and 5.2 – 90% Review Workshop. A workshop will be conducted after the 90% design deliverables to discuss review comments, next steps, and direction needed to move forward with design. Consultant will generate and submit meeting notes to memorialize discussions, decisions, and potential action items.

Task 6 - 100% Bid Ready Design Package

Task 6.1 and 6.2 - 100% Bid Ready Design Package. Once final approval is granted, Consultant will create bid ready final Contract Documents. The bid drawings will include those listed below

modified as necessary to properly present the work. The 100% design submittal will include final technical specifications. This task also includes QAQC of all deliverables submitted to the Town.

- Cover
- Civil legend, general notes, and drawing index
- Overall project location drawing
- Overall site plans/key maps
- TESC plans
- TESC standard notes and details
- Plan views for Public Works Improvements
- Horizontal pipeline alignment (plan view) for sanitary sewer rehabilitation
- Phasing plan for sewer rehabilitation (if necessary) and water distribution pipe replacement
- Plan and profile sheets for sewer (if necessary) and water distribution pipe replacement
- Pipeline replacement detail sheets
- Pipeline rehabilitation detail sheets
- Pipeline installation detail sheets
- Civil detail sheets

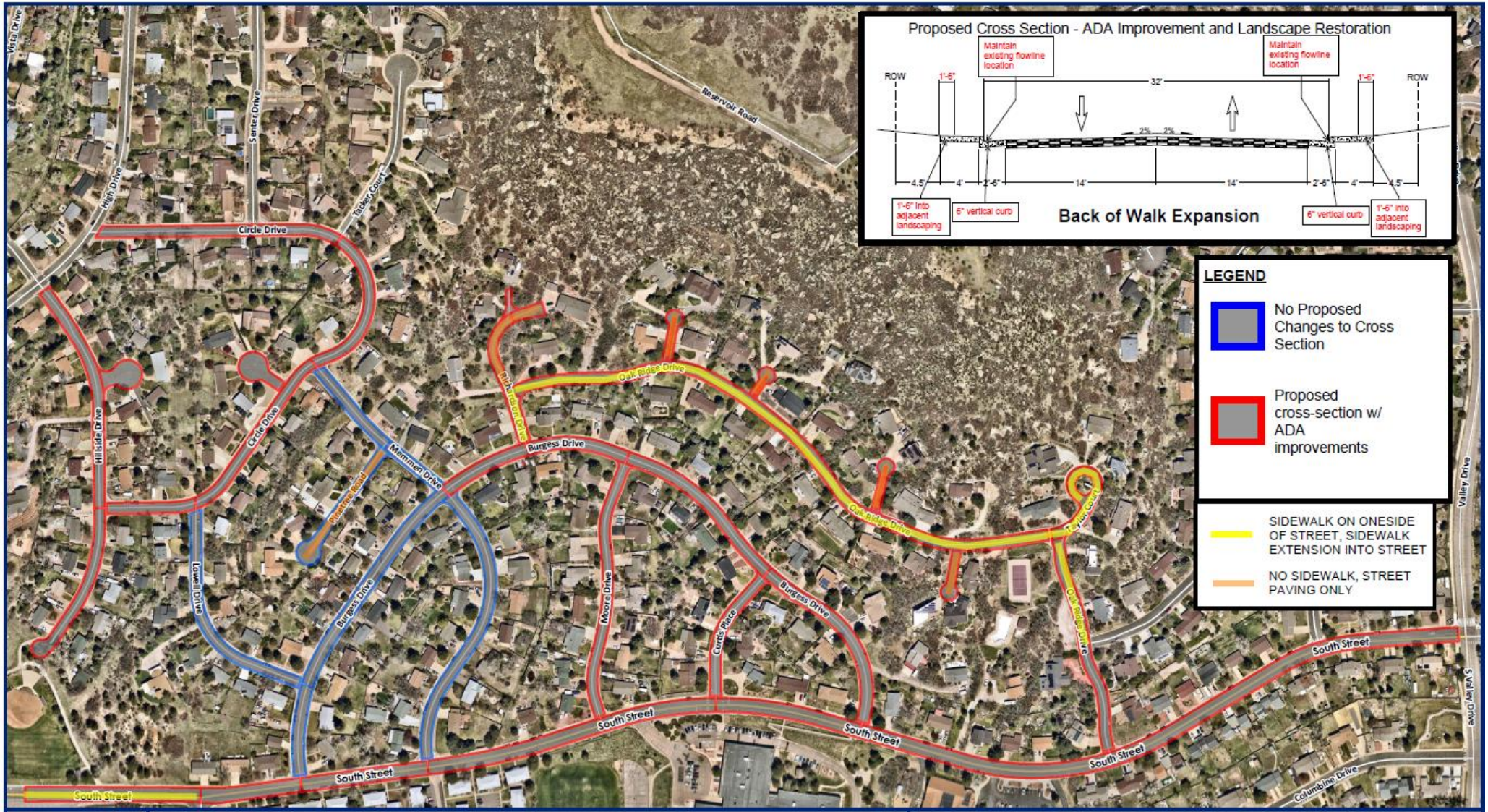
Assumptions

The above scope of work is based on the following major assumptions for each project area.

- The extents of the sidewalk replacement and upgrades will match the extents of the Waterlines Improvements. The map provided below indicates the limits of the work and where replacement is needed versus only improvements.
- Street widths and gutter flow lines will remain the same and stormwater structures will remain in their current location unchanged except for the two structures that may need to shift where the sidewalk is coming into the roadway.
- Hydrology and hydraulic calculations or reports for stormwater runoff are not required.
- Updated cost estimates for the waterline work and cost estimates for the Public Works Improvements are not required.
- All work will be within right of way and additional easements will not be required.
- The Town will provide locations where specific repairs/upgrades are required in areas where the entire sidewalk is not being replaced.
- Permitting fees will be paid by the Town.

FEE PROPOSAL - Castle Rock Water - Young American Public Works Upgrades

Task	Task Description	Task Cost	Survey/SUE Precision	Sub 10% Markup	Direct Costs	Labor Costs	Total Hours	PM Eng 6	Eng 8	Eng 4	Eng 2	Des 4	Des 3	Admin 3
								Billing Rate						
								$240.00	$300.00	$185.00	$140.00	$210.00	$170.00	$125.00
1	**Project Management**													
1.1	Project Management - Public Works Improvements	$2,090		$0		$2,090	12	2		6				4
1.2	Project Management - Waterline Improvements	$2,090		$0		$2,090	12	2		6				4
	Task 1 Subtotal	**$4,180**	**$0**	**$0**	**$0**	**$4,180**	**24**	**4**	**0**	**12**	**0**	**0**	**0**	**8**
2	**Survey Data Verification**													
2.1	Survey Data Verification - Public Works Improvements	$7,735		$0	$75	$7,660	44	6		16	16		6	
2.2	Survey Data Verification - Waterline Improvements	$2,195		$0	$75	$2,120	12	2		4	4		2	
	Task 2 Subtotal	**$9,930**	**$0**	**$0**	**$150**	**$9,780**	**56**	**8**	**0**	**20**	**20**	**0**	**8**	**0**
3	**Additional Survey Allowance**													
3.1	Additional Survey Allowance - Public Works Improvements	$22,740	$20,000	$2,000		$740	4			4				
	Task 3 Subtotal	**$22,740**	**$20,000**	**$2,000**	**$0**	**$740**	**4**	**0**	**0**	**4**	**0**	**0**	**0**	**0**
4	**90% Design**													
4.1	90% Design - Public Works Improvements	$32,660		$0		$32,660	188	6	6	20	48	16	92	
4.2	90% Design - Waterline Improvements	$8,670		$0		$8,670	50	2	2	6	16	4	20	
	Task 4 Subtotal	**$41,330**	**$0**	**$0**	**$0**	**$41,330**	**238**	**8**	**8**	**26**	**64**	**20**	**112**	**0**
5	**90% Review Workshop**													
5.1	90% Review Workshop - Public Works Improvements	$1,455		$0		$1,455	8	2		3	3			
5.2	90% Review Workshop - Waterline Improvements	$1,455		$0		$1,455	8	2		3	3			
	Task 5 Subtotal	**$2,910**	**$0**	**$0**	**$0**	**$2,910**	**16**	**4**	**0**	**6**	**6**	**0**	**0**	**0**
6	**100% Bid Ready Design Package**													
6.1	100% Bid Ready Design Package - Public Works Improvements	$9,920		$0		$9,920	58	2	2	12	20	2	20	
6.2	100% Bid Ready Design Package - Waterline Improvements	$3,480		$0		$3,480	18	2	2	4	4	2	4	
	Task 6 Subtotal	**$13,400**	**$0**	**$0**	**$0**	**$13,400**	**76**	**4**	**4**	**16**	**24**	**4**	**24**	**0**
	SUBTOTAL PUBLIC WORKS IMPROVEMENTS	**$76,600**	**$20,000**	**$2,000**	**$75**	**$54,525**	**314**	**18**	**8**	**61**	**87**	**18**	**118**	**4**
	SUBTOTAL WATERLINE IMPROVEMENTS	**$17,890**	**$0**	**$0**	**$75**	**$17,815**	**100**	**10**	**4**	**23**	**27**	**6**	**26**	**4**
	TOTAL FEE PROPOSAL	**$94,490**	**$20,000**	**$2,000**	**$150**	**$72,340**	**414**	**28**	**12**	**84**	**114**	**24**	**144**	**8**



CASTLE ROCK WATER YOUNG-AMERICAN PROJECT

Major Streets
Minor Streets

Total Area:
54,136± square yards

0 200 400 600 800 1,000 Feet

Map Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest. 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 to the public the Town of Castle Rock assumes no liability for its use or accuracy. For questions or comments regarding omissions, corrections, or updates please visit CRgov.com/directory for contact information.
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EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE

Docusign Envelope ID: EF415ED7-7592-44D2-94E4-FFDF0F982C02

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-25-26 GAWP	**CONTACT NAME:** Ashley Oliver **PHONE (A/C, No, Ext):** 410 347 3631 **FAX (A/C, No):** **E-MAIL ADDRESS:** Ashley.Oliver@marsh.com
INSURED DEWBERRY ENGINEERS INC. 990 SOUTH BROADWAY SUITE 400 DENVER, CO 80209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Charter Oak Fire Insurance Company — 25615 **INSURER B :** The Travelers Indemnity Company Of America — 25658 **INSURER C :** Travelers Property Casualty Co. Of America — 25674 **INSURER D :** Beazley Insurance Company, Inc. — 37540 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007418772-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	P-630-7792B312-COF-25	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP / COLL DED:	$ 2,000,000 $ $ $ $ 1,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-6P972264-25-43-G	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E251601 RETRO. DATE: FULL PRIOR ACTS	07/01/2025	07/01/2026	PER CLAIM/AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DEWBERRY PROJECT/JOB/PLN # 50190769, BU2280; PLUM CREEK DIVERSION PS CAPACITY EXPANSION CLIENT CONTRACT #CONTRACT CON-2025-0551.

TOWN OF CASTLE ROCK , ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. THE GENERAL AND AUTO LIABILITY INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT. CONTINUED ON ACORD 101

CERTIFICATE HOLDER

TOWN OF CASTLE ROCK
100 N. WILCOX STREET
CASTLE ROCK, CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102736896
LOC #: Washington

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	DEWBERRY ENGINEERS INC. 990 SOUTH BROADWAY SUITE 400 DENVER, CO 80209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION OF OPERATIONS:

AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT. AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER.

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COMMERCIAL AUTO

POLICY NUMBER: 810-1N788974-25-43-G

ISSUE DATE: 06-06-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. **Number of days advance notice:**

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Docusign Envelope ID: EF415ED7-7592-44D2-94E4-FFDF0F982C02

POLICY NUMBER: P-630-7792B312-COF-25 ISSUE DATE: 06-06-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

ADDRESS:
SEE IL T8 06

FAIRFAX
VA
22031

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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Docusign Envelope ID: EF415ED7-7592-44D2-94E4-FFDF0F982C02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

Docusign Envelope ID: EF415ED7-7592-44D2-94E4-FFDF0F982C02

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-6P972264-25-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____
DATE OF ISSUE: 06-06-25 ST ASSIGN:

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Docusign Envelope ID: EF415ED7-7592-44D2-94E4-FFDF0F982C02

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2025
This Endorsement is attached to and forms a part of Policy Number: V11B5E251501
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Docusign Envelope ID: E2AD7E3B-251D-876D-80F2-3D6F3665AEC5

TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Design Services

VENDOR Dewberry Engineers

AMOUNT OF PURCHASE $ 94,490

REQUESTORS NAME Erin Evans

DEPARTMENT Castle Rock Water

DEPARTMENT DIRECTOR's Approval Signed by: Mark Marlowe FEA6D2E651B2...

FINANCE DEPARTMENT's Approval Signed by: Trish Muller 47B109A71C08406...

TOWN MANAGER's (or Designee) Approval Signed by: David L. Corliss 1BB5457CFF75414...

TOWN COUNCIL's Approval, when necessary

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	☐
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	☐
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	☒

Docusign Envelope ID: E2AD7E3B-251D-876D-80F2-3D6F3665AEC5

Per Municipal Code 3.02.060:

Purchases over one thousand dollars ($1,000.00) and up to and including five thousand dollars ($5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over five thousand dollars ($5,000.00) and up to seventy-five thousand dollars ($75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over seventy-five thousand dollars ($75,000.00) require formal written sealed bids unless waived by the Town Manager for purchases up to and including two hundred fifty thousand dollars ($250,000.00) or by Town Council for purchases over two hundred fifty thousand dollars ($250,000.00) on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

Previously, a service agreement and two amendments were approved with Dewberry to complete the Young American Infrastructure Improvements Project, which was completed in 2025. Public Works (PW) and CRW have identified additional sidewalk upgrade scope that needs to be included in the waterline and pavement replacement design in order to comply with Americans with Disabilities Act requirements.

CRW staff requested a proposal from Dewberry for the sidewalk upgrades and outstanding waterline design and received a scope and fee. CRW and PW staff have reviewed the scope and cost and believe the fee proposed by Dewberry to be reasonable. Dewberry has already completed the waterline replacement design and has direct knowledge of the Town's needs for the additional scope and is familiar with the project constraints, which provides continuity in design services and allows the work to be completed efficiently.

CASTLE ROCK WATER

RESOLUTION – SERVICE AGREEMENT WITH DEWBERRY ENGINEERS INC. FOR THE YOUNG AMERICAN INFRASTRUCTURE IMPROVEMENTS PROJECT

JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

YOUNG AMERICAN WATERLINE REPLACEMENT

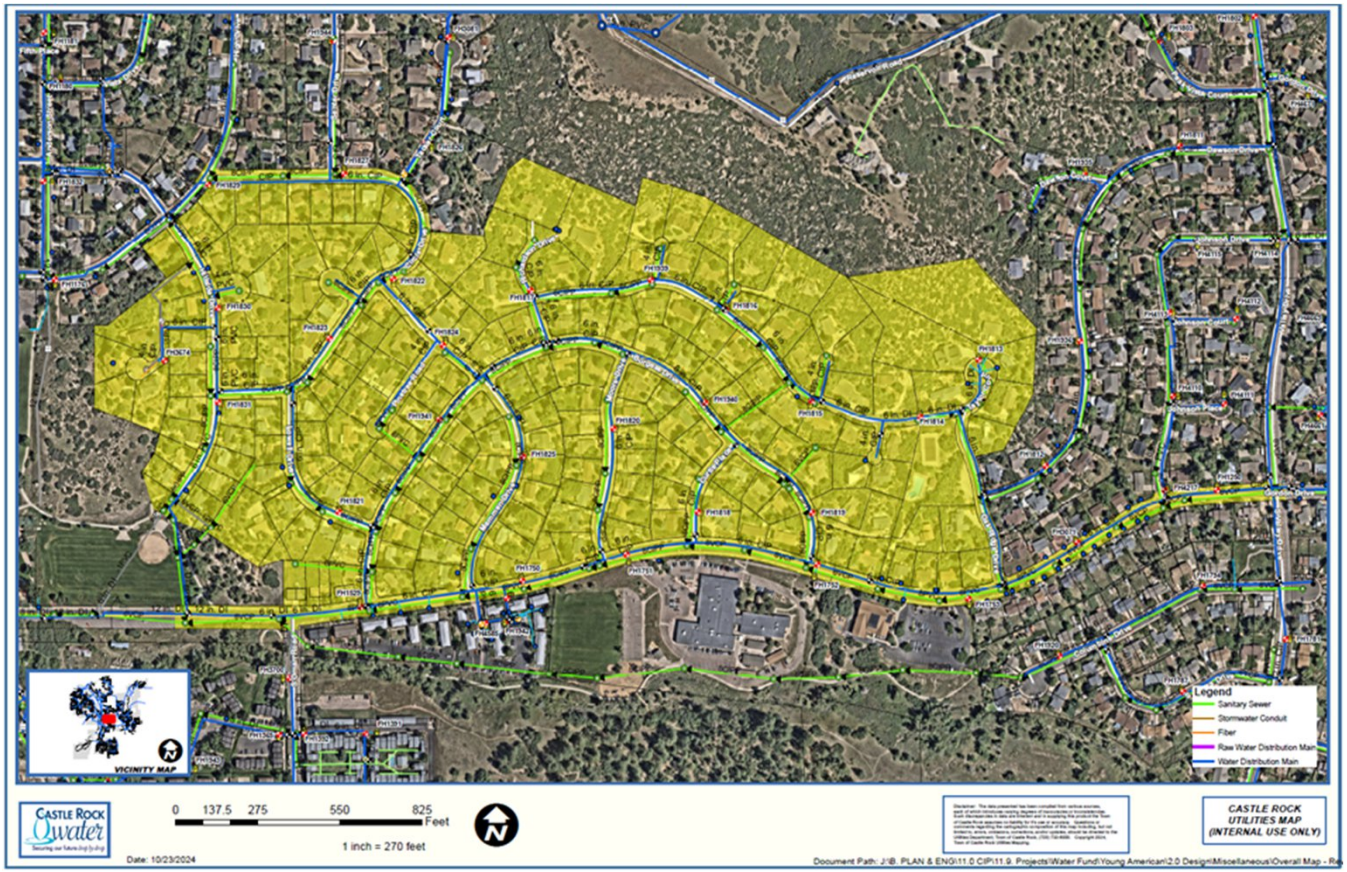
BACKGROUND

History

- Water and sewer installed in mid 1970's
- Line breaks in recent years
- Large isolation areas for repairs
- Existing pipe undersized: 4-inch and 6-inch cast iron

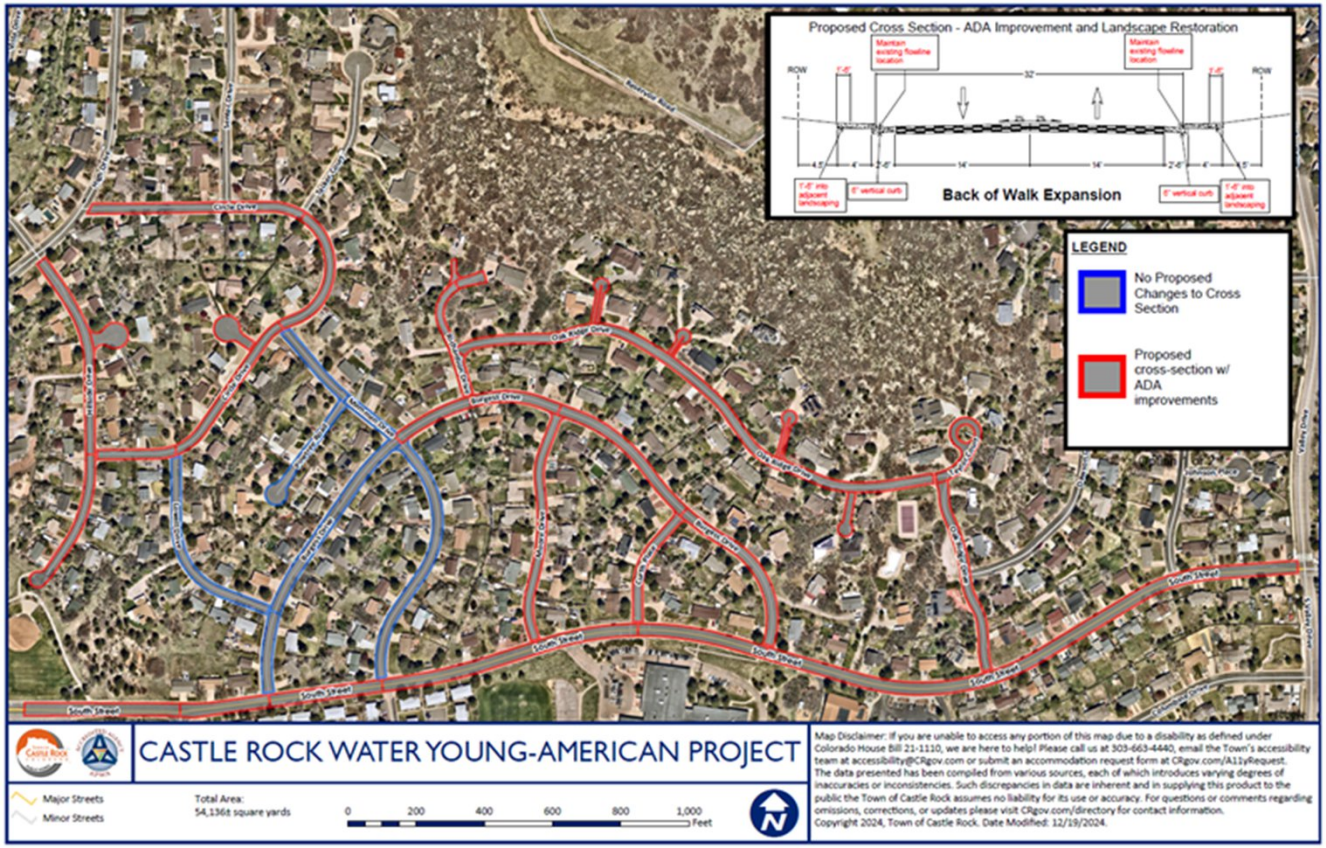
Completed Design Work

- Upsize of approximately 17,000 feet of pipe to 8-inch and 12-inch



YOUNG AMERICAN PUBLIC WORKS UPGRADES

SCOPE



Waterline Replacements

- Overlook Rd hydrant blow-off flushing evaluation and design
- Finalize design of various water and sewer service connections using Town collected field data

Public Works Improvements

- Pavement Management Program (PMP) collaboration – Repaving
- Americans with Disabilities (ADA) sidewalk upgrades and expansion
  - Includes relocations to significant features such as retaining walls, fences, trees, large plants, light poles, signs, mailboxes

YOUNG AMERICAN PROJECT
PROJECT SUMMARY AND COST

Design Contract
- Sole Source Authorization Approval - Complete
- Total authorization $94,490
- Total design costs of $607,288 with this additional authorization

Construction
- Estimated costs of $9M for CRW and $7.4 for Public Works

Schedule
- Design Start – June 2026
- Bidding – Fall/Winter 2026
- Construction Start – early 2027

Recommendations
- Water Commission and Staff

Funding	Amount
Public Works – Repair & Maint-Streets	$76,600
Water - Young American Rehab	$17,890
Total	$94,490

YOUNG AMERICAN INFRASTRUCTURE IMPROVEMENTS PROJECT

MOTION OPTIONS

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)."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 19. **File #:** RES 2026-070

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director
Josh Hansen, P.E., Project Manager Supervisor

Resolution Approving a Purchase & Sale Agreement between the Town of Castle Rock and Ice Tong Land & Cattle Co. LLC for the Sedalia Force Main and Lift Station to Plum Creek Water Reclamation Authority

Executive Summary

Staff requests Town Council approval of a Resolution (***Attachment A***) for the attached purchase and sale agreement (***Exhibit 1***) between Ice Tong Land & Cattle Company, LLC and the Town of Castle Rock. The agreement provides the purchase of an approximately 2.5 acre parcel by special warranty deed for the lift station, an approximately 20-foot-wide non-exclusive permanent easement for the force main pipeline that includes a 50-foot-wide portion for the access road to the lift station, and a 40 - to 45-foot-wide temporary construction easement for the Town in Sedalia, Colorado (see ***Attachment B***). These permanent and temporary easements will allow the Town to access to the Sedalia lift station as well as access for construction and maintenance of the force main. The fee purchase will allow the construction and permanent use of the lift station parcel.

Staff Recommendation

Staff recommends Town Council approval of the above list resolution and purchase and sale agreement.

Proposed Motion

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

Attachments

Attachment A: Resolution
Exhibit 1: Purchase and Sale Agreement
Attachment B: Easement Location Map

Attachment C: Temporary License Agreement

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director
Josh Hansen, P.E., Project Manager Supervisor

Title: **Resolution Approving a Purchase and Sale Agreement between the Town of Castle Rock and Ice Tong Land & Cattle Company, LLC for the Sedalia Force Main and Lift Station to Plum Creek Water Reclamation Authority** (CRW Project #250024)

Executive Summary

Staff requests Town Council approval of a Resolution (***Attachment A***) for the attached purchase and sale agreement (***Exhibit 1***) between Ice Tong Land & Cattle Company, LLC and the Town of Castle Rock. The agreement provides the purchase of an approximately 2.5 acre parcel by special warranty deed for the lift station, an approximately 20-foot-wide non-exclusive permanent easement for the force main pipeline that includes a 50-foot-wide portion for the access road to the lift station, and a 40- to 45-foot-wide temporary construction easement for the Town in Sedalia, Colorado (see ***Attachment B***). These permanent and temporary easements will allow the Town to access the Sedalia lift station as well as access for construction and maintenance of the force main. The fee purchase will allow the construction and permanent use of the lift station parcel.

Discussion

The Sedalia Force Main and Lift Station construction will include a new 12-inch diameter force main pipeline with a length of approximately four miles, and a new lift station to convey wastewater flows from Sedalia and the surrounding area to Plum Creek Water Reclamation Authority for treatment. The proposed lift station will be located on the 2.5 acre parcel in Sedalia. The force main pipeline will be located on approximately 9 parcels owned by Town and private property owners generally paralleling Castle Rock's existing raw water return pipeline.

On March 30, 2026 the Town and Ice Tong Land & Cattle Company executed a temporary license agreement to allow the Town to begin construction of the project and is included in ***Attachment C***.

The Town retained Western States Land Services to assist in property acquisitions and Kilty Company to complete third party appraisals. The proposed fee purchase, permanent easement, and temporary easement compensation amount is based on good faith negotiations with the property owner based on independent appraisal reports of fair market property values. The parties agreed to a total compensation amount of $358,718. A summary of the full compensation amount is as follows:

- Purchase Price for Lift Station Parcel - $191,732
- Temporary Construction Easement - $53,691
- Permanent Sanitary Sewer Easement - $75,683
- Fence Removal and Replacement - $12,012
- Tree Replacement - $8,100
- Temporary License Fee - $6,000
- Appraisal Valuation Reimbursement - $11,500

Staff requests approval of the purchase and sale agreement and payment at this time. Once payment is provided to Ice Tong Land & Cattle Company, the property owner will convey the remaining signed documents to the Town including temporary easement agreement, permanent easement agreement and Special Warranty Deed for the lift station parcel.

Notification and Outreach Efforts

CRW has worked closely with potential customers in the corridor including Sedalia, CORE, the Douglas County School District and new proposed developments in northern Douglas County.

Douglas County has conducted outreach including posting a news article on their web page about the Highway 85 Southern Corridor Wastewater Project. Castle Rock Water has posted information on its web page about the project as well.

CRW publicly noticed the project for Location & Extents application that was submitted to the Douglas County Planning Commission, and the application was approved on January 5, 2026.

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

Staff provided an update to Water Commission at their May 27, 2026 regular meeting regarding the purchase and sale agreement, and will plan to formally present this item at the following meeting on June 24, 2026.

Budget Impact

The current project budget estimate is $19,784,296.46 million. A total of $14,000,000 of funding for this project is being paid for by Federal American Rescue Plan Act funds granted to Douglas County Funds. CRW will collect the additional $984,296.46 needed for the project through system development fees along with the $4.8M that was previously approved. The project is being administered by CRW and a 1% Project Management fee of up to $140,000 is included for the management of the project.

As per the IGA with Douglas County, expenses for this purchase and sale agreement will be charged to the account below:

Fund	Account Number	Amount
85 Regional Wastewater	213-4575-445.79-33	$358,718

This payment is for project number 250024.

Staff Recommendation

Staff recommends Town Council approval of the above list resolution and purchase and sale agreement.

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: Purchase and Sale Agreement
Attachment B: Easement Location Map
Attachment C: Temporary License Agreement

RESOLUTION NO. 2026-070

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND ICE TONG LAND & CATTLE COMPANY, LLC, FOR THE SEDALIA FORCE MAIN AND LIFT STATION TO PLUM CREEK WATER RECLAMATION AUTHORITY

WHEREAS, Ice Tong Land & Cattle, LLC (the "Seller"), owns certain property (the "Property") located in Douglas County, Colorado, consisting of a 2.5 acre parcel to be acquired by special warranty deed, an approximately twenty foot-wide non-exclusive permanent easement and a forty to forty-five foot-wide temporary construction easement; and

WHEREAS, the Town of Castle Rock, Colorado, acting by and through the Town of Castle Rock Sewer Enterprise (the "Town") desires to acquire the Property for construction of a sanitary sewer lift station and twelve-inch sanitary sewer force main; and

WHEREAS, the Seller is willing to sell the Property to the Town and the Town is willing to purchase the Property on and subject to the terms and conditions in the Purchase and Sale Agreement ("Agreement") presented at tonight's meeting.

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

Section 1. **Approval**. The Agreement between the Seller and the Town 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.

Section 2. **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 the amount not to exceed $358,718.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into this 19 day of MAY, 2026 (the "Agreement"), by and between the **ICE TONG LAND & CATTLE COMPANY, LLC**, a Colorado limited liability company (the "Seller"), and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, acting by and through the Town of Castle Rock Sewer Enterprise (the "Town") (collectively, the Town and the Seller are referred to as the "Parties").

RECITALS

A. The Town is undertaking construction of a sanitary sewer lift station and a twelve-inch sanitary sewer force main as part of the Castle Rock Water Sedalia Lift Station & Force Main Project (the "Project").

B. For purposes of constructing the sanitary sewer lift station, the Town needs to acquire from the Seller by special warranty deed, the form of which is attached hereto and incorporated by reference as ***Exhibit 1***, a fee simple interest in a portion of the Seller's property, as more particularly described in the legal description attached as an exhibit to such deed (the "Lift Station Parcel").

C. For purposes of constructing the twelve-inch sanitary sewer force main, the Town needs to acquire from the Seller by easement agreement, the form of which is attached hereto and incorporated by reference as ***Exhibit 2***, a permanent sanitary sewer easement in, on, over, under, across and through a portion of the Seller's property, as more particularly described in the legal descriptions attached as exhibits to the agreement (the "Permanent Sanitary Sewer Easement").

D. The Town has determined that, to facilitate the construction of the Project, it needs to acquire from the Seller by easement agreement, the form of which is attached hereto and incorporated by reference as ***Exhibit 3***, a temporary construction easement to use a portion of the Seller's property, as more particularly described in the legal descriptions attached as exhibits to the agreement (the "Temporary Construction Easement") (collectively, the Permanent Sanitary Sewer Easement and the Temporary Construction Easement are referred to as the "Easements").

E. The Town has reviewed the title commitment issued by Stewart Title Company, (the "Title Company") File No. 2639555, dated June 5, 2025 pertaining to the Seller's property (the "Title Commitment") and has determined that the record title of such property is acceptable, provided that no additional liens or encumbrances are placed of record against the property prior to the date of closing. (The matters of record currently affecting the property as disclosed in Schedule B-2 of the Title Commitment are referred to as the "Permitted Exceptions").

F. Accordingly, the Seller is willing to convey, and the Town is willing to acquire, the Lift Station Parcel and Easements pursuant to terms and conditions set forth in this Agreement (collectively, the Lift Station Parcel and Easements are referred to as the "Property Interests").

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

1. **Purchase Price and Disbursement.** The total purchase price for the Property Interests is $341,218.00 (the "Purchase Price"). Of the Purchase Price, $191,732.00 shall be tendered to compensate the Seller for the Lift Station Parcel; $53,691.00 shall be tendered to compensate the Seller for the Temporary Construction Easement; $75,683.00 shall be tendered to compensate the Seller for the Permanent Sanitary Sewer Easement; $12,012.00 shall be tendered to compensate the Seller for fence removal, salvage and reinstallation of fencing; and $8,100.00 shall be tendered to Seller for tree replacement. As additional consideration hereunder, the Town will pay to Seller the sum of $6,000.00 (the "Temporary License Fee") for the Temporary License granted to the Town in order for the Town to access the property in advance of this Closing and the sum of $11,500.00 (the "Valuation Reimbursement") to reimburse Seller for certain expenses incurred in the appraisal and valuation of the property. The Purchase Price, the Temporary License Fee and the Valuation Reimbursement shall be tendered by the Town to the Seller in readily available funds at the Closing provided for in Section 3.

2. **Conveyance Terms**. The Seller shall convey its interest in the Lift Station Parcel by special warranty deed, free and clear of all liens and encumbrances, but subject to the Permitted Exceptions and the lien for 2025 property taxes, not yet due and payable. The Town shall pay the premium for any title insurance policies the Town should secure on the Lift Station Parcel. The Seller shall convey its interest in the Permanent Sanitary Sewer Easement and Temporary Construction Easement by easement agreement.

3. **Closing**. Closing through the Title Company shall occur on or before June 12, 2026, or such other date mutually agreed to in writing by the Parties (the "Closing"). At or prior to the Closing, the Seller shall tender to the Title Company the executed special warranty deed and easement agreements, all property taxes due and owing on the Lift Station Parcel through and including the date of Closing, and all customary or required documents of the Title Company. At Closing, the Town shall tender the Purchase Price, the Temporary License Fee, the Valuation Reimbursement, and all costs and charges imposed by the Title Company in connection with the Closing, including all Title Company and document recordation fees. The Seller and the Town shall each be responsible for their respective broker and attorney's fees.

4. **Seller's Representations**. The Seller represents to the Town as follows:

a. Authority. The Seller is the sole owner of the Property Interests and is duly authorized to execute and deliver this Agreement.

b. Environmental. The Seller represents that it has not received any written notice alleging the Property Interests are in violation of applicable federal, state and local laws, ordinances and regulations relating to hazardous waste or materials, industrial hygiene or the environmental conditions on, under or about the Property Interests.

c. Pending Litigation. The Seller has no written notice of any pending litigation that relates to the Property Interests.

d. No Further Encumbrance. The Seller shall not cause or suffer any liens or encumbrances to be recorded against the title to the Property Interests, nor shall the Seller contract to sell or convey to any third party any portion of the Property Interests.

5. Time of Essence; Remedies. Time is of the essence hereof. In the event a Party alleges a default of this Agreement, it shall give notice of default to the other Party. In that event, the defaulting Party shall have ten (10) calendar days to cure such default. If a timely cure of the default is not effected, the non-defaulting Party shall have the following remedies:

a. If the Seller is in default, the Town may elect to treat this Agreement as being in full force and effect and shall have the right to specific performance. Alternatively, the Town may elect to treat this Agreement as terminated. In the event of such termination, nothing in this Agreement shall preclude the Town from proceeding to acquire the Lift Station Parcel, Temporary Construction Easement and Permanent Easement through eminent domain. In no event shall the Town have the right to seek damages against the Seller as a result of an uncured default by the Seller.

b. If the Town is in default, this Agreement shall terminate and be of no further force or effect. In that event, the Seller shall have no right to seek damages against the Town.

6. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement by one Party without the prior written consent of the other Party.

7. Notices. Any notices required to be sent pursuant to this Agreement shall be sent by registered mail to the address of the Town and Seller as set forth below:

Town:	Town of Castle Rock – Castle Rock Water 175 Kellogg Court Castle Rock, CO 80109 Attn: Director of Castle Rock Water
With a copy to:	Town of Castle Rock 100 N. Wilcox Street Castle Rock, CO 80104 Attn: Town Attorney
Seller:	Ice Tong Land & Cattle Company, LLC 5273 Horseshoe Trail P.O. Box 349 Sedalia, CO 80135 Attn: Douglas L. Polson, Manager

With a copy to: Kumpf, Charsley & Hansen LLC
Attn: Scott D. Kumpf, Esq.
9565 S. Kingston Court, Ste. 100

8. Paragraph Captions. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9. Additional Documents or Action. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

10. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

11. Entire Agreement. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between the Seller and the Town with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the Seller and the Town.

[Signature pages to follow]

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

SELLER:

ICE TONG LAND & CATTLE COMPANY LLC, a Colorado limited liability company

Douglas L. Polson

Douglas L. Polson, Manager

STATE OF ~~COLORADO~~ Ut Utah)
) ss.
COUNTY OF ~~DOUGLAS~~ Ut Utah)

The foregoing instrument was acknowledged before me this 19 day of May, 2026, by Douglas L. Polson as Manager of Ice Tong Land & Cattle Company LLC a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 6-5-2027.

(SEAL)

CHANTEL AZEVEDO
Notary Public - State of Utah
Comm. No. 731506
My Commission Expires on
Jun 5, 2027

Chantel AZ

Notary Public

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Kristin Hoffmann, Sr. Assistant Town Attorney

Approved as to content:

_____
Mark Marlowe, Director, Castle Rock Water

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jason Gray, as Mayor, and Lisa Anderson, as Town Clerk, for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT 1

SPECIAL WARRANTY DEED w/Exhibits
(Lift Station Parcel)

WHEN RECORDED RETURN TO:

Town of Castle Rock
Attn: Uyen Morris
100 N. Wilcox St.
Castle Rock, CO 80104

SPECIAL WARRANTY DEED

[THIS DEED IS EXEMPT FROM PAYMENT OF THE DOCUMENTARY FEE PURSUANT TO § 39-13-104(1)(a), C.R.S.]

THIS SPECIAL WARRANTY DEED, is made this 2nd day of June, 2026, by and between **ICE TONG LAND & CATTLE COMPANY LLC**, **A COLORADO LIMITED LIABILITY COMPANY** whose address is 5273 Horseshoe Trail, Sedalia, Colorado 80135 ("Grantor") and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Grantee").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto Grantee and Grantee's heirs, successors, and assigns forever, all of the real property, together with the improvements thereon, if any, situate, lying and being in the County of Douglas, State of Colorado, and described in ***Exhibit A***, attached hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH, all and singular, the hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity of, in, and to the above-bargained and described Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above-bargained and described with the appurtenances, unto Grantee and Grantee's heirs, successors, and assigns forever. Grantor, for Grantor and Grantor's heirs, successors, and assigns, does covenant and agree that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained and described Property in the quiet and peaceable possession of Grantee and Grantee's heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, **BY, THROUGH, OR UNDER** Grantor, subject to subject to statutory exceptions as defined in Section 38-30-113(5)(a), C.R.S**.**

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

GRANTOR:

ICE TONG LAND & CATTLE COMPANY LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
Douglas L. Polson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

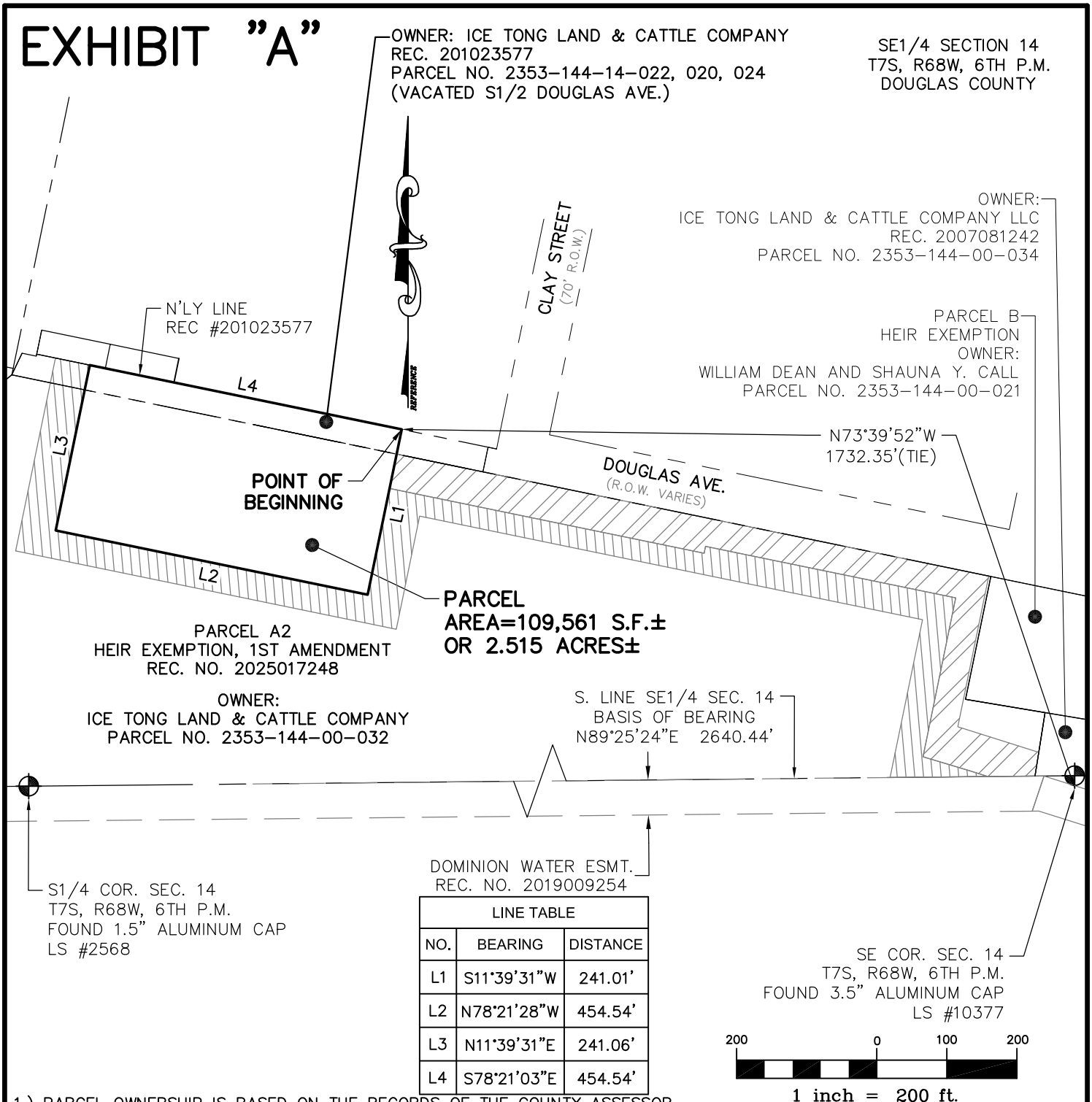
The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Douglas L. Polson, as Manager for Ice Tong Land & Cattle LLC, a Colorado limited liability company.

Witness my official hand and seal.
My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT "A"



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S11°39'31"W	241.01'
L2	N78°21'28"W	454.54'
L3	N11°39'31"E	241.06'
L4	S78°21'03"E	454.54'

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 10/22/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-032

PARCEL

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF PARCEL A2, HEIR EXEMPTION, 1ST AMENDMENT DESCRIBED AT RECEPTION NO. 2025017248 AND BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 201023557, BOTH FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

PARCEL

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LANDS, SAID POINT BEARS N73°39'52"W A DISTANCE OF 1732.35 FEET FROM SAID SOUTHEAST CORNER;

THENCE S11°39'31"W A DISTANCE OF 241.01 FEET; THENCE N78°21'28"W A DISTANCE OF 454.54 FEET; THENCE N11°39'31"E A DISTANCE OF 241.06 FEET TO SAID NORTHERLY LINE; THENCE S78°21'03"E ALONG SAID NORTHERLY LINE A DISTANCE OF 454.54 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTH QUARTER CORNER BEARS S62°16'52"W A DISTANCE OF 1104.66 FEET.

SAID PARCEL CONTAINS 109,561 SQUARE FEET OR 2.515 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER P. JULIANA
NUMBER 31158

Christopher P. Juliana 10/22/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 10/22/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 2 OF 2
ID#: 2353-144-00-032

PARCEL

EXHIBIT 2

PERMANENT CONSTRUCTION EASEMENT w/Exhibits

PERMANENT SANITARY SEWER EASEMENT AGREEMENT
(Castle Rock Water Sedalia Lift Station & Force Main Project)

DATE: June 2, 2026.

GRANTOR: **ICE TONG LAND & CATTLE COMPANY LLC**, a Colorado limited liability company, P.O. Box 349, Sedalia, Colorado 80135 ("Grantor")

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Grantee") (collectively, Grantor and Grantee shall be referred to as the "Parties")

RECITALS

A. Grantor is the owner of certain property more particularly described in the legal description and map attached hereto as ***Exhibit A*** (the "Easement Property").

B. Grantee has determined that it needs to acquire a permanent, non-exclusive sanitary sewer easement in, on, over, under, across, and through the Easement Property.

C. Grantor and Grantee have agreed to the terms and consideration for the grant of the Easement, which are hereinafter set forth in this Permanent Sanitary Sewer Easement Agreement (the "Agreement").

GRANT

Grantor, as its interests may appear and in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive, sanitary sewer easement in, on, over, under, across, and through the Easement Property for the uses set forth below. (the "Easement")

TERMS

1. Grantor warrants and represents to Grantee that, as the record owner of the Easement Property, Grantor has the requisite power and lawful authority to grant this Easement, free of prior liens and encumbrances which would preclude the Grantee from utilizing the Easement Property for its stated purpose, as reasonably determined by Grantee.

2. The Easement is a non-exclusive permanent easement to allow Grantee, its employees, contractors and agents the right to enter, re-enter, occupy, and use the Easement Property for the purpose of accessing, designing, constructing, installing, inspecting, operating, maintaining, repairing, and/or replacing underground and surface municipal sanitary sewer facilities and all related underground and surface appurtenances of such size and capacity as necessary or required by Grantee (the "Utility Improvements").

3. All activity by Grantee, its employees, contractors, and agents shall be maintained within the boundaries of the Easement Property and upon completion of any construction, reconstruction, repair, or other operations which disturb the surface of the Easement Property, Grantee shall restore the surface of the Easement Property to the condition it was in immediately prior to such disturbance including establishing revegetation, except as otherwise provided herein or as necessarily modified to accommodate the Utility Improvements. Grantee will correct any settling or subsiding that may occur as a result of the work done by the Grantee.

4. Grantee shall exercise its rights under this Agreement in a manner that does not materially interfere with the use of, or access to, the Easement Property by Grantor, its successors and assigns.

5. Grantor retains the right to the undisturbed use and occupancy of the Easement Property, insofar as such use and occupancy are consistent with and do not materially interfere with Grantee's use and enjoyment of the Easement Property or impair any grant or covenant herein contained.

6. Maintenance. Grantee shall maintain the Utility Improvements at its sole cost and expense.

7. Insurance. Prior to the commencement of work by Grantee on the Easement Property, Grantee shall procure and provide evidence to Grantor of: (i) commercial general liability insurance in an amount of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate; (ii) coverage at not less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts; and (iii) if applicable, automobile liability insurance, including coverage for non-owned and hired vehicles with a combined single limit for bodily injury and property damage of $1,000,000. All such policies shall be kept in full force and effect during the term of the grant of this Easement. Grantee shall cause Grantor to be named as an additional insured on such policies of liability insurance and shall provide a certificate of insurance to Grantor.

8. Damages; Indemnification. Except as may be prohibited or limited by applicable law, (i) Grantee and its successors or assigns will be responsible for all costs required to repair damages to the Easement Property and any immediately adjacent property of the Grantor and its successors or assigns caused by Grantee or its permittees in the exercise or maintenance of the rights granted under this Agreement and (ii) to the extent allowable by law, Grantee and its successors or assigns shall indemnify and hold Grantor and its successors or assigns harmless from and against actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against Grantor (collectively, "Claims") that result from or arise out of any negligent act or omission or the willful misconduct of Grantee or its permittees, successors or assigns; provided, however, such indemnification shall not extend to any Claims caused by or arising from Grantor's negligence or willful misconduct.

9. No Representations or Warranties. Grantee acknowledges and agrees that it is accessing the Easement Property and using the Easement based on its "AS IS" physical condition,

"WITH ALL FAULTS" and in an "AS IS" state of repair. Except for those representations contained in the Purchase and Sale Agreement executed by Grantor and Grantee and in Section 1 above, Grantor expressly disclaims and makes no representations or warranties, whether expressed or implied, to Grantee with respect to the Easement Property, including, without limitation, any of the uses or purposes contemplated by the Easement granted pursuant to this Agreement.

10. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. Grantor shall neither take nor permit any action which would materially impair the lateral or subjacent support for any of the Utility Improvements. Grantor shall not modify the earth cover over any underground Utility Improvements in any manner that would materially impact or adversely affect the underground Utility Improvements without advance written authorization from Grantee, Grantee acknowledges that Grantor has indicated that it intends to build a road over the Easement which may raise the level of cover by 1 – 2 feet. No further permission or consent from Grantee is required for such work or improvement, given all ground disturbance during construction of the proposed improvements by the Grantor will not occur within 5 vertical feet of the top of the sanitary sewer utility. Design drawings of the force main will be provided to Grantor prior to closing. Stockpiling of excavated materials or other heavy loads directly over existing buried utilities for more than 120 days is prohibited.

11. Nothing in this Agreement shall constitute a waiver or release by Grantee of the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. (the "Act").

12. Any breach of this Agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

13. This Easement runs with the land and shall continue in full force and effect unless sooner terminated by separate agreement between Grantor, its successors and assigns, and Grantee, its successors and assigns.

14. Any notice, demand or election under this Agreement shall be in writing and shall be deemed to have been given for all purposes if sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Grantor:
Ice Tong Land & Cattle Company LLC
Attn: Doug Polson
P.O. Box 349
Sedalia, CO 80135

With a copy to:
Kumpf, Charsley & Hansen, LLC
Attn: Scott D. Kumpf, Esq.
9565 S. Kingston Court
Suite 100
Englewood, Colorado 80112

If to Grantee:	Town of Castle Rock Attn: Director of Castle Rock Water 175 Kellogg Court Castle Rock, CO 80109
With a copy to:	Town of Castle Rock Attn: Town Attorney's Office 100 N. Wilcox Street Castle Rock, CO 80104

or as otherwise provided by notice given as set forth in this paragraph. All notices, demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

15. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension thereof must be in writing signed by both Grantor and Grantee.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County of Douglas, Colorado.

18. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another 1egal proceeding, to the extent permitted by applicable law, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs

19. This Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the Parties.

Attached Exhibit:

Exhibit A – Easement Property

(Remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the date first written above.

GRANTOR:

ICE TONG LAND & CATTLE COMPANY LLC
a Colorado limited liability company

By (signature): _____

Print Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, in their capacity as _____ for ICE TONG LAND & CATTLE COMPANY LLC, a Colorado limited liability company.

Witness my official hand and seal.

My commission expires: _____. (S E A L)
Notary Public

GRANTEE:

ATTEST: **TOWN OF CASTLE ROCK**

_____ _____

Lisa Anderson, Town Clerk David L. Corliss, Town Manager

Approved as to form: **Approved as to content**:

_____ _____

Michael J. Hyman, Town Attorney Mark Marlowe, Director, Castle Rock Water

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2026, by David L. Corliss, in his capacity as Town Manager, and Lisa Anderson, in her capacity as the Town Clerk, of the Town of Castle Rock.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

_____

Notary Public

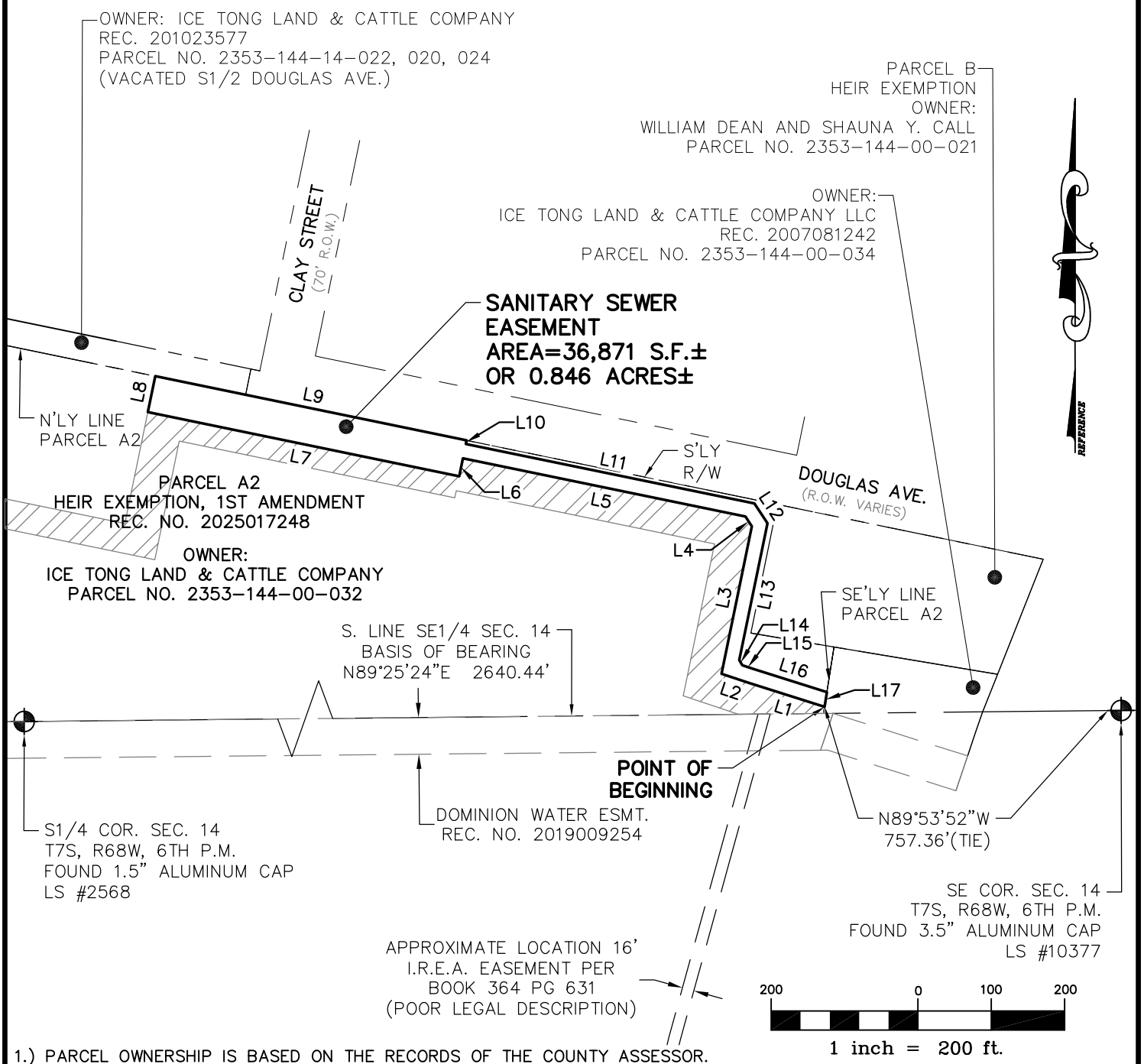
EXHIBIT A

EASEMENT PROPERTY

[follows this page]

EXHIBIT "A"

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 01/27/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 1 OF 3
ID#: 2353-144-00-032

SANITARY EASEMENT

LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N72°28'42"W	107.84'
L2	N71°28'42"W	39.75'
L3	N11°38'24"E	205.24'
L4	N33°21'22"W	15.80'
L5	N78°21'21"W	393.25'
L6	S11°38'37"W	25.00'
L7	N78°21'23"W	433.38'
L8	N11°39'31"E	50.03'
L9	S78°21'06"E	433.37'
L10	S11°38'37"W	5.00'
L11	S78°21'21"E	401.53'
L12	S33°21'22"E	32.36'
L13	S11°38'24"W	190.48'
L14	S30°51'36"E	8.09'
L15	S71°28'42"E	16.34'
L16	S72°28'42"E	104.66'
L17	S08°58'39"W	20.22'

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SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF PARCEL A2, HEIR EXEMPTION, 1ST AMENDMENT DESCRIBED AT RECEPTION NO. 2025017248, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON SAID SOUTH LINE, SAID POINT BEARS N89°53'52"W A DISTANCE OF 757.36 FEET FROM SAID SOUTHEAST CORNER;

THENCE N72°28'42"W A DISTANCE OF 107.84 FEET; THENCE N71°28'42"W A DISTANCE OF 39.75 FEET; THENCE N11°38'24"E A DISTANCE OF 205.24 FEET; THENCE N33°21'22"W A DISTANCE OF 15.80 FEET; THENCE N78°21'21"W A DISTANCE OF 393.25 FEET; THENCE S11°38'37"W A DISTANCE OF 25.00 FEET; THENCE N78°21'23"W A DISTANCE OF 433.38 FEET; THENCE N11°39'31"E A DISTANCE OF 50.03 FEET; THENCE S78°21'06"E A DISTANCE OF 433.37 FEET; THENCE S11°38'37"W A DISTANCE OF 5.00 FEET; THENCE S78°21'21"E A DISTANCE OF 401.53 FEET; THENCE S33°21'22"E A DISTANCE OF 32.36 FEET; THENCE S11°38'24"W A DISTANCE OF 190.48 FEET; THENCE S30°51'36"E A DISTANCE OF 8.09 FEET; THENCE S71°28'42"E A DISTANCE OF 16.34 FEET; THENCE S72°28'42"E A DISTANCE OF 104.66 FEET; THENCE S08°58'39"W A DISTANCE OF 20.22 FEET FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 36,871 SQUARE FEET OR 0.846 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 01/27/26

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
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FILE: R14259
SHEET: 3 OF 3
ID#: 2353-144-00-032

SANITARY EASEMENT

EXHIBIT "A"

PARCEL B

HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N86°13'42"W	27.62'
L2	N72°28'42"W	179.40'
L3	N08°58'39"E	20.22'
L4	S72°28'42"E	179.99'
L5	S86°13'42"E	30.47'
L6	S18°29'39"W	20.68'

S1/4 COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 1.5" ALUMINUM CAP
LS #2568

SANITARY SEWER EASEMENT
AREA=4,175 S.F.±
OR 0.096 ACRES±

W. LINE
REC #2007081242

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

S. LINE SE1/4 SEC. 14
BASIS OF BEARING
N89°25'24"E 2640.44'

L3
L4
L2
L5
L6
L1

S84°25'52"W
561.37'(TIE)

POINT OF BEGINNING

DOMINION WATER ESMT.
REC. NO. 2019009254

S'LY LINE
REC #2007081242

NW'LY
R/W

MANHART ST.
(R/W VARIES)

OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

SE COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377

50 0 25 50

1 inch = 50 ft.

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

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CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2007081242, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

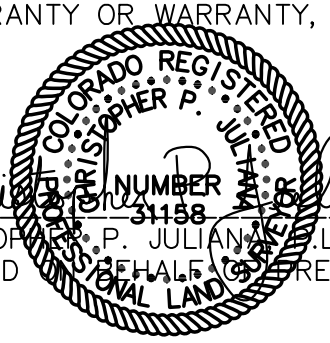
SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S84°25'52"W A DISTANCE OF 561.37 FEET FROM SAID SOUTHEAST CORNER;

THENCE N86°13'42"W A DISTANCE OF 27.62 FEET; THENCE N72°28'42"W A DISTANCE OF 179.40 FEET TO THE WEST LINE OF SAID LANDS; THENCE N08°58'39"E ALONG SAID WEST LINE A DISTANCE OF 20.22 FEET; THENCE S72°28'42"E A DISTANCE OF 179.99 FEET; THENCE S86°13'42"E A DISTANCE OF 30.47 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY; THENCE S18°29'39"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 20.68 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTH QUARTER CORNER BEARS N89°13'55"W A DISTANCE OF 2081.77 FEET.

SAID PARCEL CONTAINS 4,175 SQUARE FEET OR 0096 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

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SANITARY EASEMENT

EXHIBIT 3

TEMPORARY EASEMENT w/Exhibits

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Castle Rock Water Sedalia Lift Station & Force Main Project)

DATE: June 2, 2026.

GRANTOR: **ICE TONG LAND & CATTLE COMPANY LLC**, a Colorado limited liability company, P.O. Box 349, Sedalia, Colorado 80135 ("Grantor")

GRANTEE: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Grantee") (collectively, Grantor and Grantee shall be referred to as the "Parties")

RECITALS

A. Grantor is the owner of certain property more particularly described in the legal description and map attached hereto as ***Exhibit A*** (the "Easement Property").

B. Grantee has determined that it needs to acquire a temporary construction easement in, on, over, under, across, and through the Easement Property.

C. Grantor and Grantee have agreed to the terms and consideration for the grant of the Easement, which are hereinafter set forth in this Temporary Construction Easement Agreement (the "Agreement").

GRANT

Grantor, as its interests may appear and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a temporary construction easement in, on, over, under, across, and through the Easement Property for the uses set forth below (the "Easement").

TERMS

1. The Easement is a temporary construction easement to allow Grantee, its officers, employees, representatives, contractors and agents (collectively, the "Representatives") the right to enter, re-enter, occupy, and use the Easement Property for the limited and exclusive purpose of constructing a sanitary sewer lift station and twelve-inch sanitary sewer force main and related underground and surface appurtenances (the "Improvements") as part of the Castle Rock Water Sedalia Lift Station & Force Main Project (the "Project"). Work on the Project shall be conducted during daylight hours, weekdays between 7:00 a.m. and 5:00 p.m., and at other times acceptable to Grantor. Grantee shall notify Grantor a reasonable time prior to Grantee and/or its Representatives entering upon the Property.

2. Grantor represents and warrants to Grantee that, as the record owner of the Easement Property, Grantor has the requisite power and lawful authority to grant this Easement,

free of prior liens and encumbrances which would preclude the Grantee from utilizing the Easement Property for its stated purpose, as reasonably determined by Grantee.

3. The term of the Easement shall commence upon issuance by Grantee of the notice to proceed with construction of the Improvements on the Easement Property and shall expire two (2) years from the date of issuance of the notice to proceed (the "Term"), unless extended in writing by mutual agreement of the Parties. This Agreement shall expire upon expiration of the Term.

4. All activity by Grantee and its Representatives shall be maintained within the Easement Property boundaries. Upon completing construction of the Improvements, Grantee shall restore the surface of the Easement Property to its pre-existing grade and condition including establishing revegetation , except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Grantee will correct any settling or subsiding that may occur as a result of the work done by the Grantee. In addition, Grantee will coordinate with Grantor, as reasonably practicable, regarding the replacement of any fencing and trees on the Easement Property which, after prior notice to Grantor, Grantee has deemed necessary to remove in order to undertake and complete construction of the Improvements. The Parties agree that such restoration work may occur after the Term has ended.

5. Grantee and its Representatives shall use their reasonable best efforts to keep the Easement Property clean and free from refuse and garbage. Further, Grantee and its Representatives shall cause all refuse or garbage to be stored in proper containers and to be promptly removed from the Easement Property upon completion of the work at Grantee's sole cost and expense.

6. Grantee shall exercise its rights under this Agreement in a manner that does not materially interfere with the use of, or access to, the Easement Property by Grantor, its successors and assigns.

7. Grantor retains the right to the undisturbed use and occupancy of the Easement Property, insofar as such use and occupancy are consistent with and do not materially interfere with Grantee's use and enjoyment of the Easement or impair any grant or covenant herein contained.

8. Insurance. Prior to the commencement of work by Grantee on the Easement Property, Grantee shall procure and provide evidence to Grantor of: (i) commercial general liability insurance in an amount of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate; (ii) coverage at not less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts; and (iii) if applicable, automobile liability insurance, including coverage for non-owned and hired vehicles with a combined single limit for bodily injury and property damage of $1,000,000. All such policies shall be kept in full force and effect during the term of the grant of this Easement. Grantee shall cause Grantor to be named as an additional insured on such policies of liability insurance and shall provide a certificate of insurance to Grantor.

9. Damages; Indemnification. Except as may be prohibited or limited by applicable

law, (i) Grantee and its successors or assigns will be responsible for all costs required to repair damages to the Easement Property and any immediately adjacent property of the Grantor and its successors or assigns caused by Grantee or its permittees in the exercise or maintenance of the rights granted under this Agreement and (ii) to the extent allowable by law, Grantee and its successors or assigns shall indemnify and hold Grantor and its successors or assigns harmless from and against actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against Grantor (collectively, "Claims") that result from or arise out of any negligent act or omission or the willful misconduct of Grantee or its permittees, successors or assigns; provided, however, such indemnification shall not extend to any Claims caused by or arising from Grantor's negligence or willful misconduct.

10. No Representations or Warranties. Grantee acknowledges and agrees that it is accessing the Easement Property and using the Easement based on its "AS IS" physical condition, "WITH ALL FAULTS" and in an "AS IS" state of repair. Except for those representations contained in the Purchase and Sale Agreement executed by Grantor and Grantee and in Section 2 above, Grantor expressly disclaims and makes no representations or warranties, whether expressed or implied, to Grantee with respect to the Easement Property, including, without limitation, any of the uses or purposes contemplated by the Easement granted pursuant to this Agreement.

11. Nothing in this Agreement shall constitute a waiver or release by Grantee of 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 Grantee.

12. Any breach of this Agreement shall give rise to the non-breaching Party's right to bring an action against the breaching Party for injunctive or other equitable relief and/or damages. In the event of such action, to the extent permitted by applicable law, the prevailing Party shall be entitled to recover its reasonable attorney fees from the other Party.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon and enforceable against the Parties and their respective successors and assigns.

14. Any notice, demand or election under this Agreement shall be in writing and shall be deemed to have been given for all purposes if sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Grantor: Ice Tong Land & Cattle Company, LLC
5273 Horseshoe Trail
P.O. Box 349
Sedalia, CO 80135
Attn: Douglas L. Polson, Manager

With a copy to: Kumpf, Charsley & Hansen LLC
Attn: Scott D. Kumpf, Esq.
9565 S. Kingston Court

Ste. 100
Englewood, Colorado 80112

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

With a copy to: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104
Attn: Town Attorney

or as otherwise provided by notice given as set forth in this paragraph. All notices, demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

15. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension thereof must be in writing signed by both Grantor and Grantee.

16. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

17. Venue for any legal action relating to this Agreement shall lie in the district court in and for the County of Douglas, Colorado.

Attached Exhibit:
Exhibit A – Easement Property

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the date first written above.

GRANTOR:

ICE TONG LAND & CATTLE COMPANY LLC,
a Colorado limited liability company

By: _____
Douglas L. Polson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Douglas L. Polson, as Manager for Ice Tong Land & Cattle Company LLC a Colorado limited liability company.

Witness my official hand and seal.

My commission expires: _____.

(S E A L) _____
Notary Public

GRANTEE:

ATTEST

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
David L. Corliss, Town Manager

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by David L. Corliss, as Town Manager, and Lisa Anderson, as Town Clerk, of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____

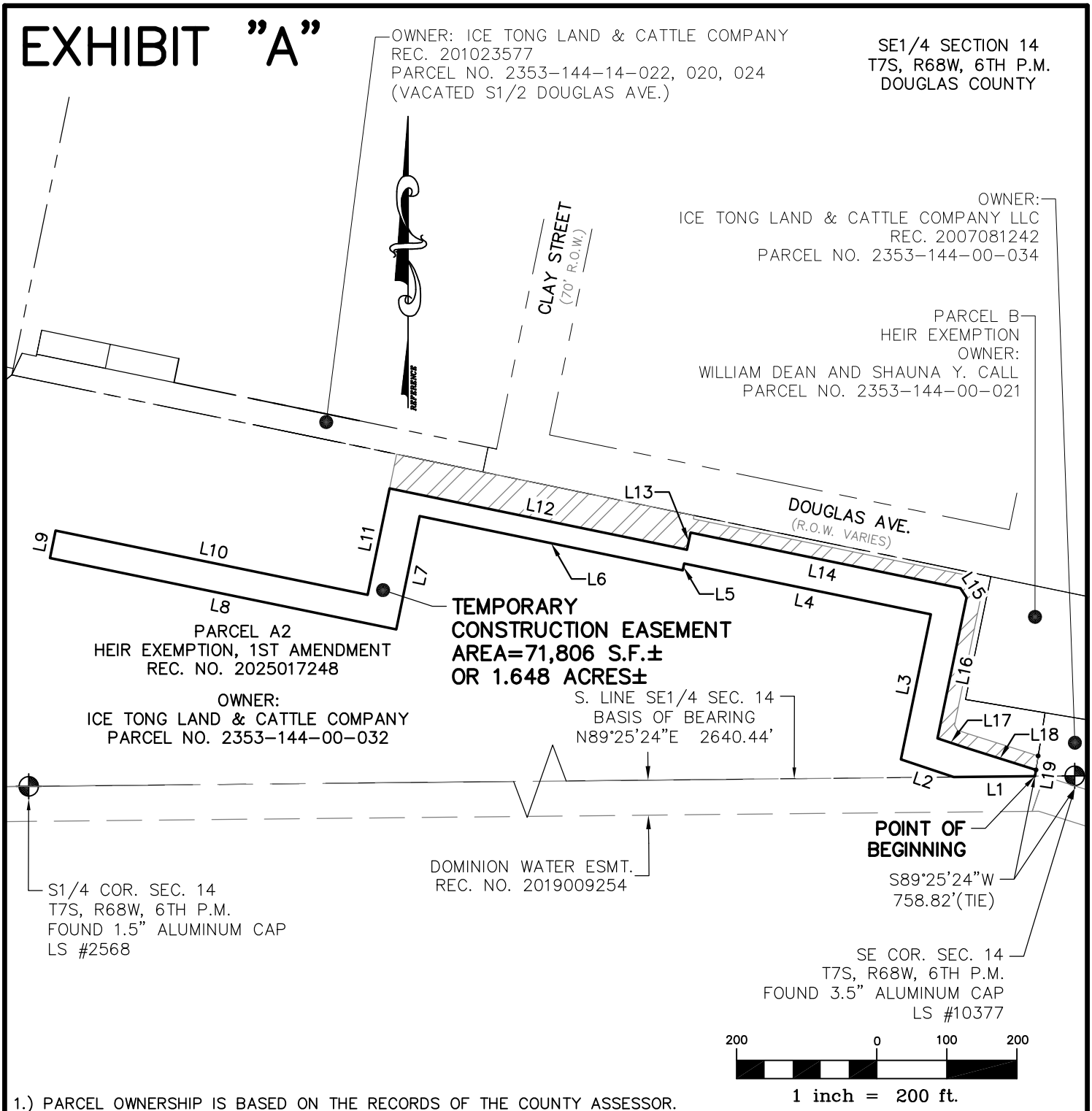
(S E A L)

_____
Notary Public

EXHIBIT A

EASEMENT PROPERTY
(to be inserted)

EXHIBIT "A"



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-032

TEMPORARY EASEMENT

LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°25'24"W	115.89'
L2	N71°28'42"W	79.46'
L3	N11°38'24"E	211.30'
L4	N78°21'21"W	359.42'
L5	S11°38'37"W	10.00'
L6	N78°21'21"W	383.39'
L7	S11°39'31"W	164.99'
L8	N78°21'28"W	504.53'
L9	N11°38'32"E	40.00'
L10	S78°21'28"E	454.54'
L11	N11°39'31"E	154.98'
L12	S78°21'23"E	433.38'
L13	N11°38'37"E	25.00'
L14	S78°21'21"E	393.25'
L15	S33°21'22"E	15.80'
L16	S11°38'24"W	205.24'
L17	S71°28'42"E	39.75'
L18	S72°28'42"E	107.84'
L19	S08°58'39"W	9.09'

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 2 OF 3
ID#: 2353-144-00-032

TEMPORARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF PARCEL A2, HEIR EXEMPTION, 1ST AMENDMENT DESCRIBED AT RECEPTION NO. 2025017248, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON SAID SOUTH LINE, SAID POINT BEARS S89°25'24"W A DISTANCE OF 758.82 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°25'24"W ALONG SAID SOUTH LINE A DISTANCE OF 115.89 FEET; THENCE N71°28'42"W A DISTANCE OF 79.46 FEET; THENCE N11°38'24"E A DISTANCE OF 211.30 FEET; THENCE N78°21'21"W A DISTANCE OF 359.42 FEET; THENCE S11°38'37"W A DISTANCE OF 10.00 FEET; THENCE N78°21'21"W A DISTANCE OF 383.39 FEET; THENCE S11°39'31"W A DISTANCE OF 164.99 FEET; THENCE N78°21'28"W A DISTANCE OF 504.53 FEET; THENCE N11°38'32"E A DISTANCE OF 40.00 FEET; THENCE S78°21'28"E A DISTANCE OF 454.54 FEET; THENCE N11°39'31"E A DISTANCE OF 154.98 FEET; THENCE S78°21'23"E A DISTANCE OF 433.38 FEET; THENCE N11°38'37"E A DISTANCE OF 25.00 FEET; THENCE S78°21'21"E A DISTANCE OF 393.25 FEET; THENCE S33°21'22"E A DISTANCE OF 15.80 FEET; THENCE S11°38'24"W A DISTANCE OF 205.24 FEET; THENCE S71°28'42"E A DISTANCE OF 39.75 FEET; THENCE S72°28'42"E A DISTANCE OF 107.84 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE S08°58'39"W ALONG SAID EASTERLY LINE A DISTANCE OF 9.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 71,806 SQUARE FEET OR 1.648 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 03/05/26

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

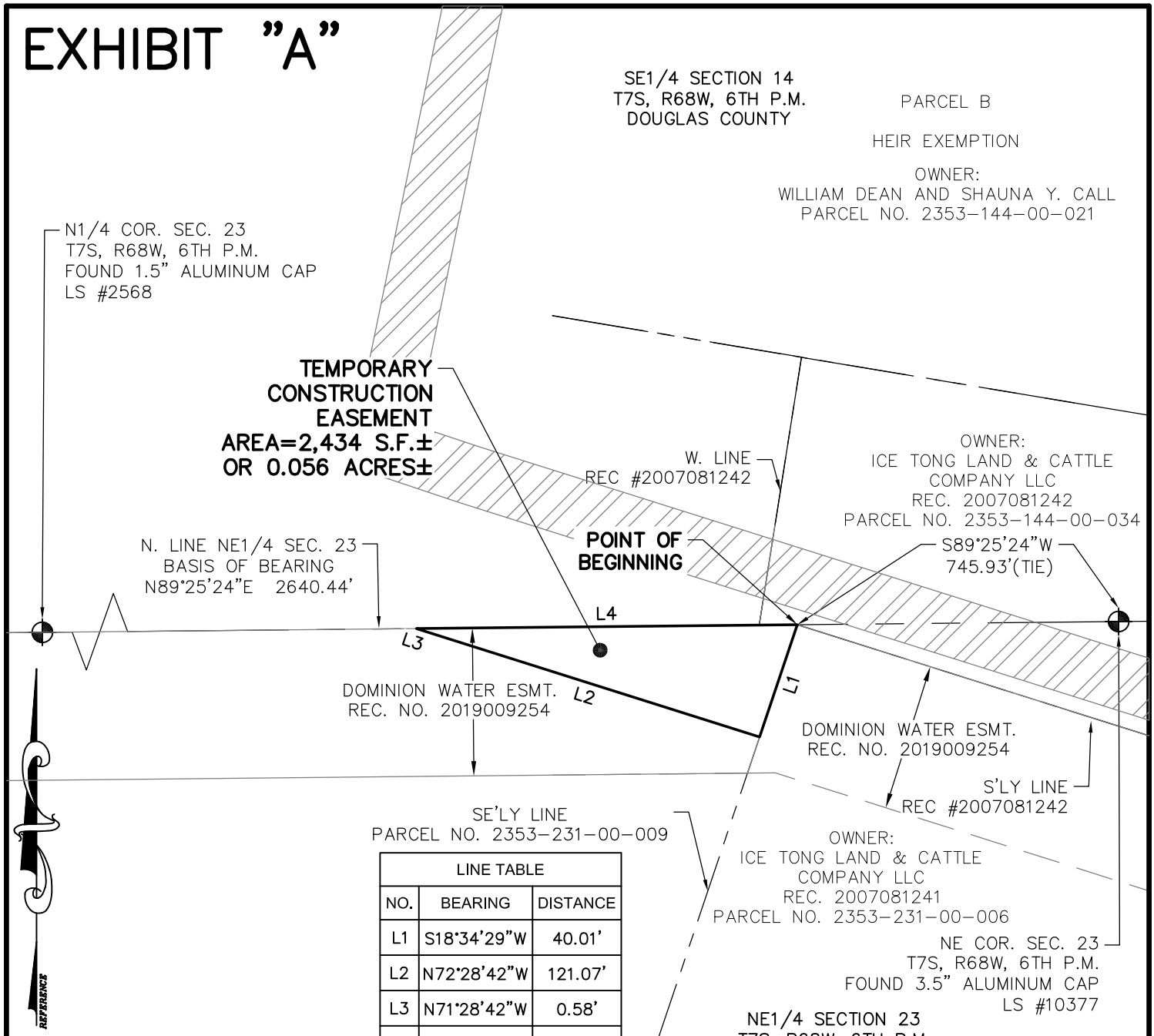
PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 200'

FILE: R14259
SHEET: 3 OF 3
ID#: 2353-144-00-032

TEMPORARY EASEMENT

EXHIBIT "A"



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S18°34'29"W	40.01'
L2	N72°28'42"W	121.07'
L3	N71°28'42"W	0.58'
L4	N89°25'24"E	128.75'

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2008062329 FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14 TO A 3.5" ALUMINUM CAP STAMPED "LS #10377" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23;

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, AND BEING ON SAID NORTH LINE SAID POINT BEARS S89°25'24"W A DISTANCE OF 745.93 FEET FROM SAID NORTHEAST CORNER;

THENCE S18°34'29"W ALONG THE SOUTHEASTERLY LINE OF SAID LANDS A DISTANCE OF 40.01 FEET; THENCE N72°28'42"W A DISTANCE OF 121.07 FEET; THENCE N71°28'42"W A DISTANCE OF 0.58 FEET TO SAID NORTH LINE; THENCE N89°25'24"E ALONG SAID NORTH LINE A DISTANCE OF 128.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,434 SQUARE FEET OR 0.056 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 2 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

EXHIBIT "A"

PARCEL B

HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S18°29'39"W	40.00'
L2	N72°28'42"W	192.49'
L3	N18°34'29"E	40.01'
L4	S72°28'30"E	192.43'

N1/4 COR. SEC. 23
T7S, R68W, 6TH P.M.
FOUND 1.5" ALUMINUM CAP
LS #2568

TEMPORARY CONSTRUCTION EASEMENT
AREA=7,699 S.F.± OR 0.177 ACRES±

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

N. LINE NE1/4 SEC. 23
BASIS OF BEARING
N89°25'24"E 2640.44'

S83°21'44"W
566.20'(TIE)

L3

L4

DOMINION WATER ESMT.
REC. NO. 2019009254

POINT OF BEGINNING

N'LY LINE
REC #2007081241

L2

NW'LY
R/W

L1

NW'LY LINE
REC. NO. 2007081241

MANHART ST.
(R/W VARIES)

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
PARCEL NO. 2353-231-00-009

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

NE COR. SEC. 23
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377

50 0 25 50

1 inch = 50 ft.

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF RECEPTION NUMBER 2007081241, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14 TO A 3.5" ALUMINUM CAP STAMPED "LS #10377" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23;

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S83°21'44"W A DISTANCE OF 566.20 FEET FROM SAID NORTHEAST CORNER;

THENCE S18°29'39"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 40.00 FEET; THENCE N72°28'42"W A DISTANCE OF 192.49 FEET TO THE NORTHWESTERLY LINE OF SAID LANDS; THENCE N18°34'29"E ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 40.01 FEET TO THE NORTHERLY LINE OF SAID LANDS; THENCE S72°28'30"E ALONG SAID NORTHERLY LINE A DISTANCE OF 192.43 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTH QUARTER CORNER BEARS N88°55'41"W A DISTANCE OF 2078.28 FEET.

SAID PARCEL CONTAINS 7,699 SQUARE FEET OR 0.177 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 2 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

EXHIBIT "A"

PARCEL B

HEIR EXEMPTION

OWNER:
WILLIAM DEAN AND SHAUNA Y. CALL
PARCEL NO. 2353-144-00-021

SE1/4 SECTION 14
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S18°29'19"W	11.57'
L2	N72°28'30"W	192.43'
L3	S89°25'24"W	12.89'
L4	N08°58'39"E	9.10'
L5	S72°28'42"E	179.40'
L6	S86°13'42"E	27.62'

S1/4 COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 1.5" ALUMINUM CAP
LS #2568

TEMPORARY CONSTRUCTION EASEMENT
AREA=1,142 S.F.±
OR 0.026 ACRES±

W. LINE
REC #2007081242

OWNER:
ICE TONG LAND & CATTLE COMPANY LLC
REC. 2007081242
PARCEL NO. 2353-144-00-034

S. LINE SE1/4 SEC. 14
BASIS OF BEARING
N89°25'24"E 2640.44'

S84°25'52"W
561.37'(TIE)

POINT OF BEGINNING

L4
L3
L5
L2
L6
L1

DOMINION WATER ESMT.
REC. NO. 2019009254

S'LY LINE
REC #2007081242

NW'LY
R/W

MANHART ST.
(R/W VARIES)

OWNER:
ICE TONG LAND & CATTLE
COMPANY LLC
REC. 2007081241
PARCEL NO. 2353-231-00-006

NE1/4 SECTION 23
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

SE COR. SEC. 14
T7S, R68W, 6TH P.M.
FOUND 3.5" ALUMINUM CAP
LS #10377

50 0 25 50

1 inch = 50 ft.

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
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PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-144-00-034

TEMPORARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2007081242, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 14 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S84°25'52"W A DISTANCE OF 561.37 FEET FROM SAID SOUTHEAST CORNER;

THENCE S18°29'19"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 11.57 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE N72°28'30"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 192.43 FEET TO SAID SOUTH LINE; THENCE S89°25'24"W ALONG SAID SOUTH LINE A DISTANCE OF 12.89 FEET TO THE WEST LINE OF SAID LANDS; THENCE N08°58'39"E ALONG SAID WEST LINE A DISTANCE OF 9.10 FEET; THENCE S72°28'42"E A DISTANCE OF 179.40 FEET; THENCE S86°13'42"E A DISTANCE OF 27.62 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTH QUARTER CORNER BEARS N89°13'55"W A DISTANCE OF 2081.77 FEET.

SAID PARCEL CONTAINS 1,142 SQUARE FEET OR 0.026 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER P. JULIANA
NUMBER 31158

Christopher P. Juliana 12/10/25

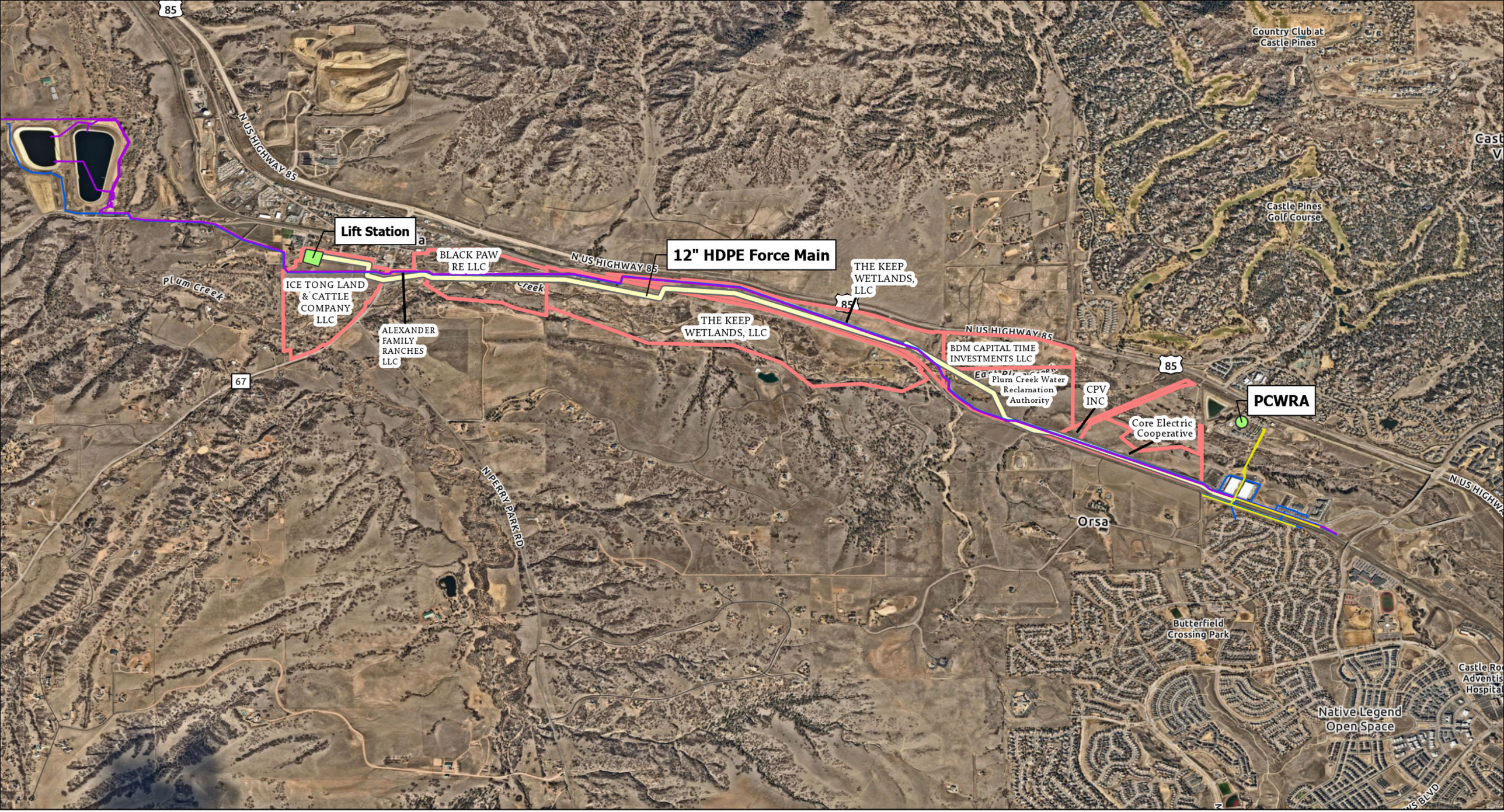
CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 50'

FILE: R14259
SHEET: 2 OF 2
ID#: -144-00-034

TEMPORARY EASEMENT



Sedalia Lift Station and Force Main -Easement Acquisition

- Lift Station
- ForceMain
- PCWRA
- ALEXANDER FAMILY RANCHES LLC
- BDM CAPITAL TIME INVESTMENTS LLC
- BLACK PAW RE LLC
- CPV INC
- CORE ELECTRIC COOPERATIVE
- ICE TONG LAND & CATTLE COMPANY LLC
- PLUM CREEK WATER RECLAMATION AUTHORITY
- THE KEEP WETLANDS, LLC
- Irrigation Water Main
- Potable Water Main
- Raw Water Main
- Reclaimed Water Main

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

0 1,400 2,800 5,600 Feet

CASTLE ROCK Qwater
Securing our future drop by drop

N

845

RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT BETWEEN TOWN OF CASTLE ROCK AND ICE TONG LAND & CATTLE CO. LLC FOR THE SEDALIA FORCE MAIN AND LIFT STATION TO PLUM CREEK WATER RECLAMATION AUTHORITY PROJECT

JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

PROJECT MAP – LOCATION OF PROPERTY

RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT
SEDALIA FORCE MAIN AND LIFT STATION PROJECT

- New 12-inch diameter force main and new lift station to convey wastewater from Sedalia to Plum Creek Water Reclamation Authority.
- Project needs 11 permanent easements, 15 temporary construction easements, and one or two parcel purchases.
- Proposed lift station planned on a 2.5 acre parcel in Sedalia to be purchased.

Lift Station Property

RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

- On March 30, 2026 a temporary license agreement was executed to allow the Town to begin construction of the project to meet project schedule.
- Purchase and Sale Agreement includes the following:
  - Purchase Price for Lift Station Parcel - $191,732
  - Temporary Construction Easement - $53,691
  - Permanent Sanitary Sewer Easement - $75,683
  - Fence Removal and Replacement - $12,012
  - Tree Replacement - $8,100
  - Temporary License Fee - $6,000
  - Appraisal Valuation Reimbursement - $11,500
  - **Total compensation = $358,718**

RESOLUTION APPROVING PURCHASE AND SALE AGREEMENT

SCHEDULE AND RECOMMENDATIONS

Budget

- Current project budget is $19.78M.
- Includes $14M of Douglas County ARPA funds and $5.78M of CRW funding to be recovered through system development fees.
- Total budget for easements and land acquisition services is $1.38M

Recommendations

- Staff
- Update to Water Commission on 5/27

Lift Station Construction

PROPOSED MOTION:

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

ALTERNATE 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).”

ORDINANCE AMENDING ORDINANCE NO. 2026-013 AUTHORIZING THE EXERCISE OF THE TOWN'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM PROJECT AND PROVIDING FOR ITS EMERGENCY ADOPTION ON FIRST AND FINAL READING

JUNE 2, 2026

TOWN OF CASTLE ROCK COLORADO

ORDINANCE AMENDING ORDINANCE NO. 2026-013 AUTHORIZING EMINENT DOMAIN

OVERVIEW OF PROCESS

- ✓ Complete, review, and, if necessary, revise appraisal
- ✓ Send Notice of Intent to Acquire informing landowner of statutory rights
- ✓ Landowner may elect to obtain own appraisal at Town expense
- ✓ Town makes initial offer
- ✓ Town and landowner engage in negotiations
- Town sent final offer with 6/8 deadline and notice of hearing on 6/16 if agreement cannot be reached ← We are here
- Reach agreement or hold hearing on 6/16 to seek final Town Council approval to condemn on specific properties

ORDINANCE AMENDING ORDINANCE NO. 2026-013 AUTHORIZING EMINENT DOMAIN

NEED FOR AMENDMENT

- Project needs 11 permanent easements, 15 temporary construction easements, and one or two parcel purchases from 8 property owners.
- Three properties remain where a final agreement has yet to be reached.
- Negotiations ongoing, but must meet deadlines to avoid unnecessary project delays.
- Council adopted Ordinance No. 2026-013 on May 5 and 19, 2026 authorizing exercise of eminent domain if required.
- Amendment required to add legal descriptions of the specific properties.
- Amendment does **NOT** authorize proceeding until hearing (6/16) and final Council approval for each property.

ORDINANCE AMENDING ORDINANCE NO. 2026-013 AUTHORIZING EMINENT DOMAIN

SCHEDULE AND RECOMMENDATIONS

Schedule

- Final offer of and notice of hearing sent to remaining three properties.
- Response deadline is 6/8.
- Hearing at 6/16 Town Council Meeting if necessary to request approval to proceed with specific properties.

Recommendations

- Staff

Lift Station Property

PROPOSED MOTION:

“I move to approve the Ordinance as introduced by title”

ALTERNATE MOTIONS:

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

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

Town of Castle Rock

Agenda Memorandum

Agenda Date: 6/2/2026

Item #: 20. **File #:** ORD 2026-020

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, P.E., Director of Castle Rock Water
Mark Henderson, P.E., Assistant Director
Roy Gallea, P.E., Engineering Manager
Josh Hansen, P.E., Project Manager Supervisor
Erin Evans, P.E., Project Manager

Ordinance Amending Ordinance No. 2026-013 Authorizing the Exercise of the Town's Powers of Eminent Domain to Acquire Certain Real Property Interests Necessary for the Highway 85 Wastewater Collection and Treatment System Project and Providing for its Emergency Adoption on First and Final Reading *[Located in Sedalia, CO]*

Executive Summary

Castle Rock Water (CRW) is seeking Town Council adoption of an Emergency Ordinance (*Attachment A*) authorizing the exercise of the Town's power of eminent domain, if necessary, for the Sedalia Lift Station and Force Main to Plum Creek Water Reclamation Authority (PCWRA) Project. This Emergency Ordinance amends Ordinance No. 2026-013, an Ordinance Authorizing the Exercise of the Town's Powers of Eminent Domain to Acquire Certain Real Property Interests Necessary for the Highway 85 Wastewater Collection and Treatment System Project. Ordinance No. 2026-013 was adopted on second reading on May 5, 2026. This Emergency Ordinance amends that ordinance to add legal descriptions for the properties that have yet to be acquired.

The Sedalia Lift Station and Force Main project is to design and build the main wastewater conveyance line to PCWRA for the town of Sedalia and the surrounding area as shown in ***Attachment B***. Sewer trunk lines and connections to residents and businesses will need to be constructed through system development fees to take full advantage of this project. However, the first phase of providing these services includes a lift station and force main pipeline.

The proposed pipeline is approximately 4 miles in length and crosses 9 properties, including Town Right-of-Way. A land acquisition consultant, Western States Land Services (Western States), was retained to assist with property owner coordination and conduct good-faith negotiations to acquire the necessary easements. Staff and Western States have completed numerous onsite meetings and phone conversations with property owners to discuss potential project impacts and gather feedback regarding specific property owner concerns. Notice of Intent letters have been sent to all property

owners, one acquisition is completed, and several others are in the final negotiation stages.

The project construction is starting in April 2026 with a deadline of December 31, 2026, to spend down American Rescue Plan Act funds that comprise the majority of project funding. Additionally, CRW has invested in this project to provide up to $5.8 million to close the funding gap for the total project cost of $19.8 million. Therefore, time is of the essence to complete the acquisition process. Given project schedule and experience on other projects, Staff requests approval for the use of eminent domain, if necessary, to facilitate easement acquisition on the remainder of the properties to avoid unnecessary project delays.

Discussion

The Sedalia Lift Station and Force Main to PCWRA Project will benefit Sedalia residents and businesses by eliminating the need for onsite septic systems for their respective residential and facility wastewater treatment. The reduction of onsite wastewater treatment systems along the East Plum Creek corridor will assist in improving the water quality of East Plum Creek and Plum Creek, a water supply source for the Town of Castle Rock. The project is funded, in part, by the American Rescue Plan Act (ARPA) through Douglas County with CRW acting as the Project Manager for the project and eventually operating and owning the system for the benefit of the community. ARPA funding is required to be expended by December 31, 2026. The current key stakeholders planning to discharge into the lift station for conveyance to PCWRA are the Douglas County School District, Douglas County Public Works, CORE, Sedalia Water and Sanitation District water customers, and current developers with development proposals in process with Douglas County.

The project is to design and build the main wastewater conveyance line for the Town of Sedalia, Colorado and the surrounding area**.** Design is complete, final permits are being obtained and construction is planned to start in April 2026 in order to maintain the ARPA funding deadlines. The 12-inch diameter high density polyethylene (HDPE) force main alignment and lift station location has been determined. The force main runs from Sedalia to PCRWA paralleling Highway 85 and Burlington Northern Santa Fe (BNSF) and Union Pacific Railroad (UPRR) railroads.

In December 2024, the Town retained a consultant, Western States Land Services (Western States), to assist with obtaining right of entry agreements needed to complete the corridor survey and to assist with acquiring temporary and permanent pipeline easements needed from property owners.

The project has identified 11 permanent easements, 15 temporary construction easements, and one parcel purchase from 8 property owners required for construction of the project. Other portions of the pipeline are in properties owned by the Colorado Department of Transportation and BNSF Railroad and will require different types of agreements and permits. In general, the Town is seeking 20-foot-wide permanent pipeline easements and up to 50-foot-wide additional temporary construction easements from property owners. The 2.5-acre lift station parcel will be purchased. Legal descriptions, exhibits, draft easement and purchase documents, and valuations or appraisals have been prepared for each parcel as needed. The Town has made initial offers to all property owners based on these values.

The Town has been making every effort to negotiate with the property owners on a voluntary basis by means of communicating the need and benefit of the project and offering fair and equitable

compensation. With the assistance of its acquisition agent, Western States, the Town has executed easements with PCWRA and is currently in negotiations with the rest of the property owners. A temporary license has been executed with Ice Tong Land & Cattle Company to allow construction to begin on the property, and negotiation efforts to finalize all easements and purchase documents are almost complete. Agreements are near final with CORE electric as well. The remaining properties are in progress.

The negotiation process can be concluded relatively quickly for some parcels, but in other cases the process can be drawn out, and in rare situations a compromise cannot be reached and the property must be acquired through condemnation. If the parties are unable to negotiate a solution regarding the easements, the project schedule could be impacted. Therefore, an ordinance authorizing condemnation is recommended for approval at this time. In either case, the property owner will be compensated with a fair and equitable payment based on current market value.
The amendment to ordinance includes legal descriptions of sanitary sewer easements, an access easement, and temporary construction easements associated with three property owners that the Town has continued to negotiate with in good faith, but where final agreements have yet to be reached. The ability to proceed, if necessary, with the eminent domain process will facilitate easement acquisition regarding these properties to avoid unnecessary project delays if negotiations are unsuccessful.

Budget Impact

The current project budget estimate is $19,784,296.46 million. A total of $14,000,000 of funding for this project is being paid for by Federal American Rescue Plan Act funds granted to Douglas County. CRW plans to collect the additional $984,296.46 needed for the project through system development fees along with the $4.8M that was previously approved. The project is being administered by CRW and a 1% Project Management fee of up to $140,000 is included for the management of the project. The request for this ordinance does not have a direct budget impact, but project delays that could result from the inability to acquire needed easements in a timely manner could result in an increasing project cost.

The current estimated projected costs are:

Description	GMP	Previoulsy Authorized Contingency	Cost
SJ Louis PDB Phase 1 - 0-60%	$ 633,203.00		$ 633,203.00
SJ Louis PDB Phase 2 - 60% - 100%	$ 964,300.00		$ 964,300.00
General Conditions	$ 826,950.00		$ 826,950.00
Single FM & LS Construction Cost of Work	$ 13,775,379.90		$ 13,775,379.90
Allowances	$ 268,265.00		$ 268,265.00
Fiber Optic Conduit - Garver Design	$ 40,082.00		$ 40,082.00
PDB Contingency (2.1%)	$ 385,711.33		$ 385,711.33
Bonds & Insurance (1.3%)	$ 219,620.59		$ 219,620.59
D-B Fee (7.5%)	$ 1,283,513.39		$ 1,283,513.39
Permanent Easements	$ 458,600.00		$ 458,600.00
Temporary Easements	$ 342,640.00		$ 342,640.00
Lift Station Land Purchase	$ 328,683.00		$ 328,683.00
CRW PM Fee invoiced to date of $140,000	$ 11,123.26		$ 11,123.26
Western States/Kilty	$ 234,500.00	$ 11,725.00	$ 246,225.00
Totals	$ 19,772,571.46	$ 11,725.00	$ 19,784,296.46

As per the IGA with Douglas County, expenses to be reimbursed to CRW from the escrow account will be processed through GL Account # 213-4575-445.79-33 - 85 Regional Wastewater, project number 250024.

Staff Recommendation

Staff recommends Town Council approval of the emergency ordinance authorizing the use of eminent domain to acquire the required easements, if necessary.

Proposed Motion

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

Alternative Motions

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

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

Attachments

Attachment A: Amended Ordinance (including legal descriptions)
Attachment B: Easement Acquisition Map

ORDINANCE NO. 2026-020

AN ORDINANCE AMENDING ORDINANCE NO. 2026-013 AUTHORIZING THE EXERCISE OF THE TOWN'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM PROJECT AND PROVIDING FOR ITS EMERGENCY ADOPTION ON FIRST AND FINAL READING

WHEREAS, the Town of Castle Rock, Colorado (the "Town") approved Ordinance No. 2026-13, on second reading on May 5, 2026, which made the following findings:

A. The Town of Castle Rock, Colorado (the "Town") operates a wastewater collection system and owns wastewater treatment capacity in the Plum Creek Water Reclamation Authority ("PCWRA") treatment facility to provide retail wastewater service to its customers;

B. The Board of County Commissioners of the County of Douglas (the "County") desires to utilize American Rescue Plan Act funding to design and construct a wastewater collection and treatment system along the Highway 85 corridor (the "Highway 85 Wastewater Collection and Treatment System" or "System"), extending from the unincorporated Town of Sedalia to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in the County to the maximum extent allowed by law;

C. On May 22, 2024, the Town and the County entered into an Amended and Restated Intergovernmental Agreement (the "IGA") for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System (the "Project"), which IGA has since been amended by the First Amendment to the IGA dated July 15, 2025, and the Second Amendment to the IGA dated January 20, 2026;

D. The Town and the County believe the Project will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for the Town and the County, by eliminating failing wastewater septic systems;

E. For this reason, the Town Council has determined that a compelling public need and purpose exists for the Project;

F. The Project will require the acquisition of one (1) real estate parcel, approximately 2.5-acres in size, for the construction of a wastewater lift station, eleven (11) permanent utility easements, 20 feet in width, for the installation of a wastewater force main, and fifteen (15) temporary construction easements, up to and including 50 feet in width, to facilitate such construction and installation, which property interests are generally described in the map attached as ***Exhibit 1*** (the "Property"); and

G. The exercise of the Town's powers of eminent domain to acquire the Property for the Project is necessary and serves a valid public purpose.

WHEREAS, since the adoption of Ordinance No. 2026-13, the Town has acquired numerous properties for the system, as that term is defined in Ordinance No. 2026-13;

WHEREAS, the Town now requires the specific authority to acquire by eminent domain those properties as more particularly described below to complete the acquisitions necessary for the System; and

WHEREAS, in order to construct the System in a timely and expeditious manner to improve water quality in Plum Creek and Chatfield Reservoir, by eliminating failing wastewater septic systems; it is necessary to adopt this Ordinance to acquire the Subject Properties as defined below on an emergency basis on first and final reading and for this Ordinance to take effect upon its adoption.

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

Section 1. **Acquisition Authorization**. The Town Attorney is authorized to take necessary and appropriate action to acquire good title to the Property in accordance with Section 38-1-101, et seq., C.R.S., and Section 24-56-101 et seq., C.R.S., subject to compliance with Section 4 of this Ordinance, as applicable. The Town Attorney is further authorized to retain the services of special condemnation counsel for this purpose. The properties to be acquired pursuant to this amendment to Ordinance No. 2026-13 are specifically identified in ***Exhibit 2*** as follows:

A. The Sanitary Sewer Easements attached hereto as ***Exhibit 2-A***, and incorporated herein by this reference;

B. The Access Easement attached hereto as ***Exhibit 2-B***, and incorporated herein by this reference; and

C. The Temporary Construction Easements attached hereto as ***Exhibit 2-C***, and incorporated herein by this reference.

The above referenced Sanitary Sewer Easements, Access Easement, and Temporary Construction Easements are collectively referred to as the "Subject Properties"

Section 2. **Just Compensation**. The Town Manager is authorized to establish the just compensation to be offered to each Property owner in compliance with applicable laws and regulations.

Section 3. **Good Faith Negotiations**. Town staff is directed to undertake in an expedient manner and in accordance with the requirements of Section 38-1-101, et seq., C.R.S., and Section 24-56-101 et seq., C.R.S., as applicable, good faith negotiations with each Property owner for the acquisition of such owner's Property on the basis of fair and reasonable value.

Section 4. **Filing of Petition in District Court**. Pursuant to the requirements of Section 14.02.070 of the Castle Rock Municipal Code, should good faith negotiations fail to result in agreement with any Property owner on the value of such owner's Property, the Town Attorney shall so advise the Town Council and request Council authorization to institute eminent domain proceedings and acquire immediate possession of the Subject Properties. The Town Council shall consider the request at a regular or special Town Council meeting, at which time the owners of the Subject Properties will have the opportunity to be heard. Upon conclusion of the hearing, the Town Council shall approve or deny the request for commencement of filing a petition in condemnation. If the request is denied, Town staff will seek to continue negotiations with the Property owner.

Section 5. **Need, Necessity and Public Use**. The Town Council finds and determines it is in the interest of the public's health, safety and welfare for it to acquire, as soon as possible, the Subject Properties. The Town further finds and determines there is a public need and necessity for obtaining possession of and acquiring the Subject Properties.

Section 6. **Costs**. The Town Manager shall be further authorized to incur reasonable costs associated with acquiring the Subject Properties, including, without limitation, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, and all other related or incidental costs or expenses customarily associated with the quiet title, acquisition or condemnation of the Subject Properties.

Section 7. **Approval and Amendment**. The Director of Castle Rock Water, or such director's designee, is authorized to approve and, if and when necessary, amend the legal descriptions of any Property to be acquired and the nature of the interests to be acquired, including the commencement date and duration of any temporary easement.

Section 8. **Severability**. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this Ordinance.

Section 9. **Emergency Clause**. For the reasons stated in the recitals to this Ordinance, it is declared that an emergency exists and it is necessary for the preservation of the immediate public peace, health and safety for this Ordinance to take effect upon its adoption on first and final reading.

Section 10. **Safety Clause**. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

PASSED, APPROVED AND ADOPTED ON FIRST AND FINAL READING this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___against, constituting the extraordinary majority required by Section 2.02.100.E of the Castle Rock Municipal Code, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

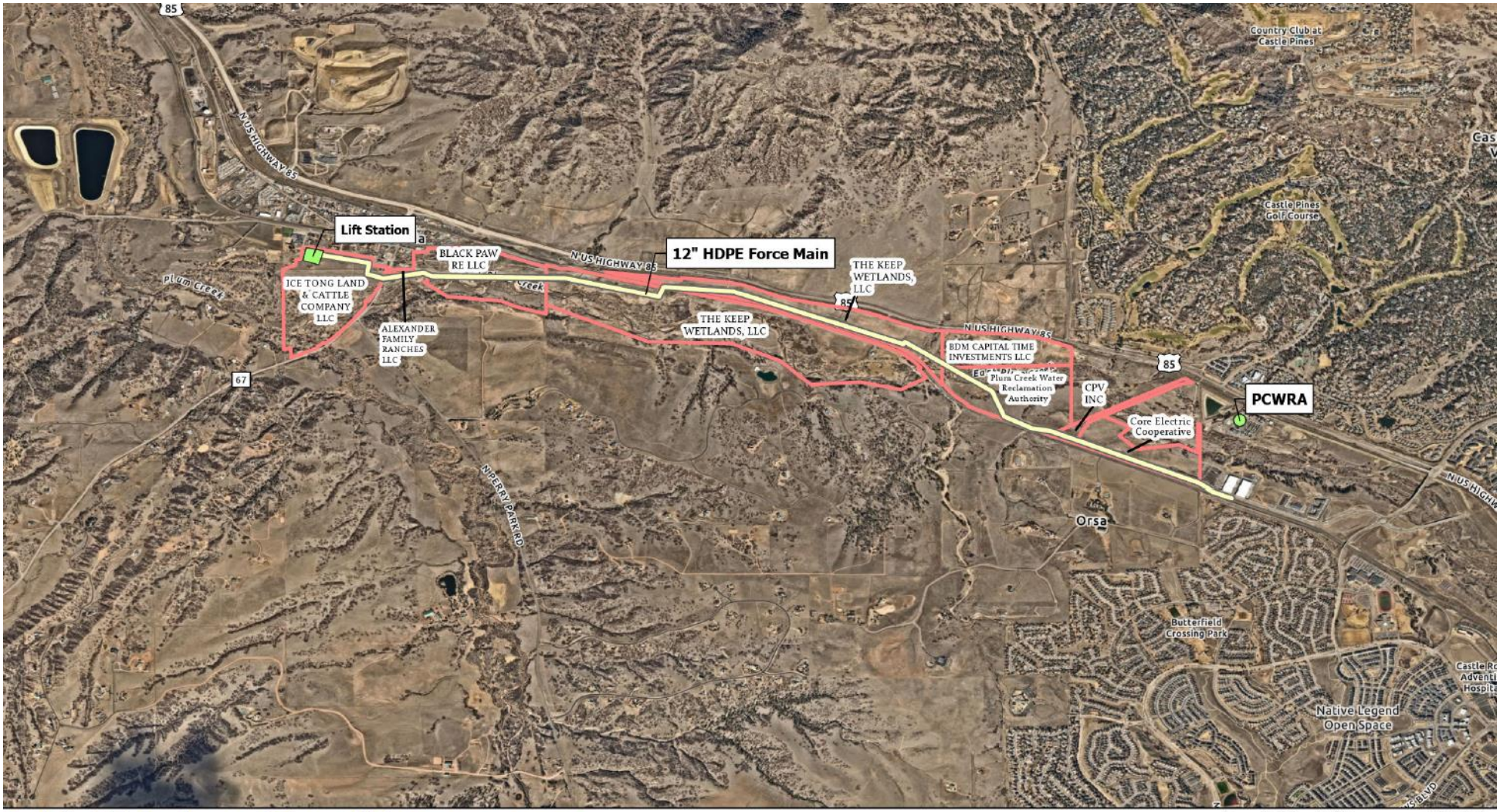
Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

EXHIBIT 1



Sedalia Lift Station and Force Main-Easement Acquisition

- Lift Station
- ForceMain
- PCWRA
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- BLACK PAW RE LLC
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- PLUM CREEK WATER RECLAMATION AUTHORITY
- THE KEEP WETLANDS, LLC

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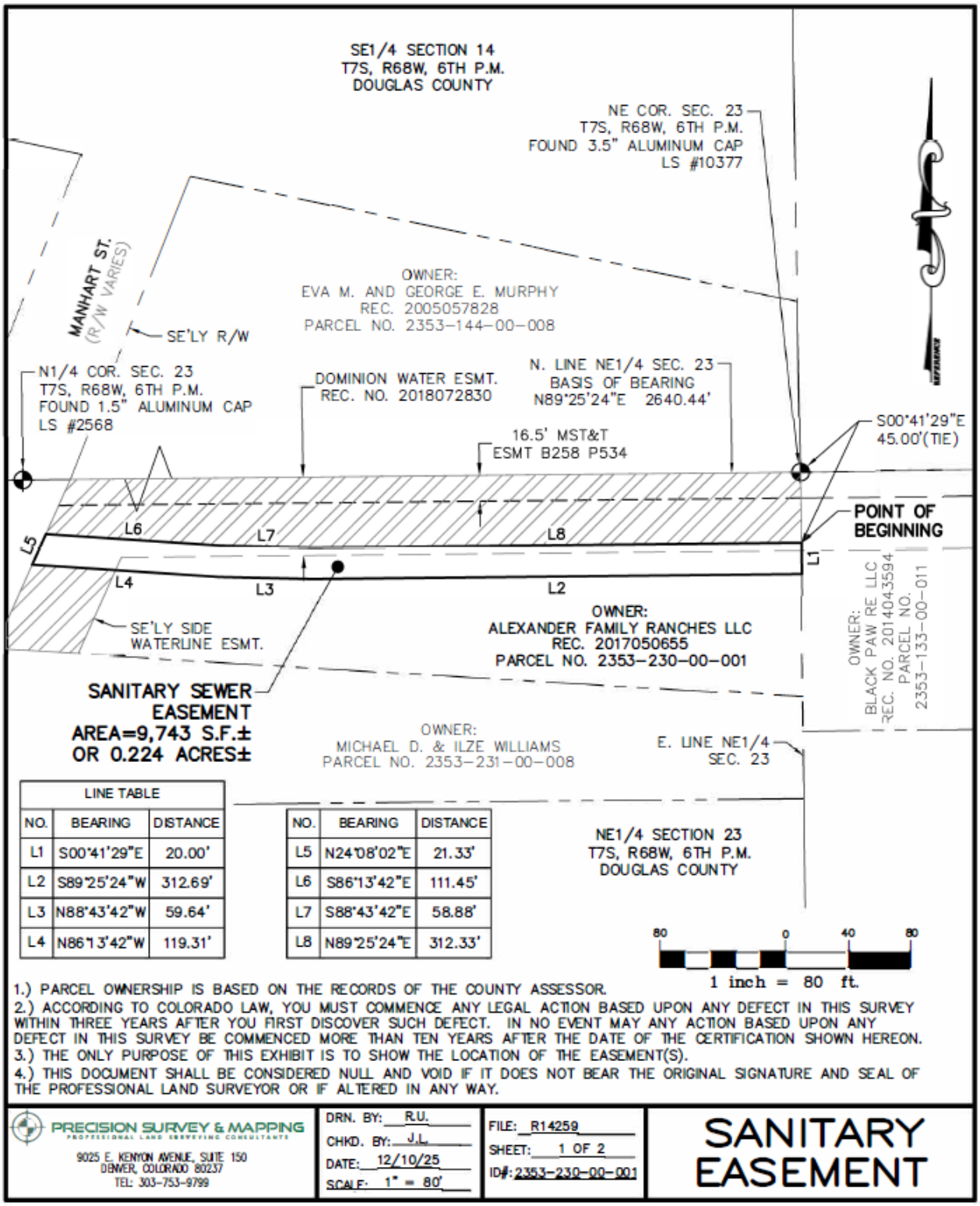
0 1,400 2,800 5,600 Feet

CASTLE ROCK Qwater
Securing our future drop by drop

N

EXHIBIT 2A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°41'29"E	20.00'
L2	S89°25'24"W	312.69'
L3	N88°43'42"W	59.64'
L4	N86°13'42"W	119.31'

NO.	BEARING	DISTANCE
L5	N24°08'02"E	21.33'
L6	S86°13'42"E	111.45'
L7	S88°43'42"E	58.88'
L8	N89°25'24"E	312.33'

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 80'

FILE: R14259
SHEET: 1 OF 2
ID#: 2353-230-00-001

SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2017050655, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 23 TO A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23;

SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID POINT BEARS S00°41'29"E A DISTANCE OF 45.00 FEET FROM SAID NORTHEAST CORNER;

THENCE S00°41'29"E ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET; THENCE S89°25'24"W A DISTANCE OF 312.69 FEET; THENCE N88°43'42"W A DISTANCE OF 59.64 FEET; THENCE N86°13'42"W A DISTANCE OF 119.31 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF MANHART STREET; THENCE N24°08'02"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 21.33 FEET; THENCE S86°13'42"E A DISTANCE OF 111.45 FEET; THENCE S88°43'42"E A DISTANCE OF 58.88 FEET; THENCE N89°25'24"E A DISTANCE OF 312.33 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTH QUARTER CORNER BEARS N89°36'01"W A DISTANCE OF 2640.91 FEET.

SAID PARCEL CONTAINS 9,743 SQUARE FEET OR 0.224 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR CHRISTOPHER P. JULIANA NUMBER 31158

12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

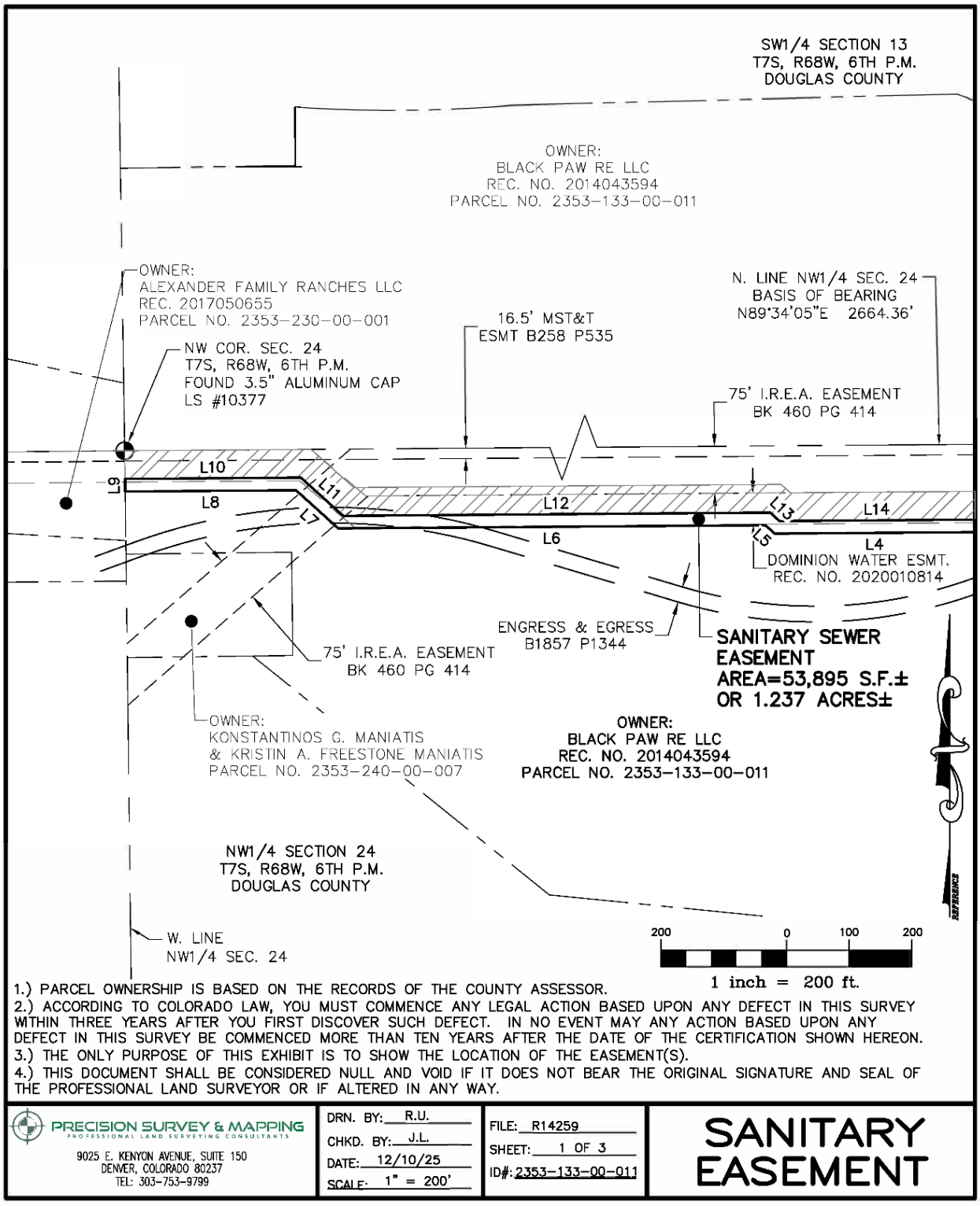
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 80'

FILE: R14259
SHEET: 2 OF 2
ID#: 2353-230-00-001

SANITARY EASEMENT



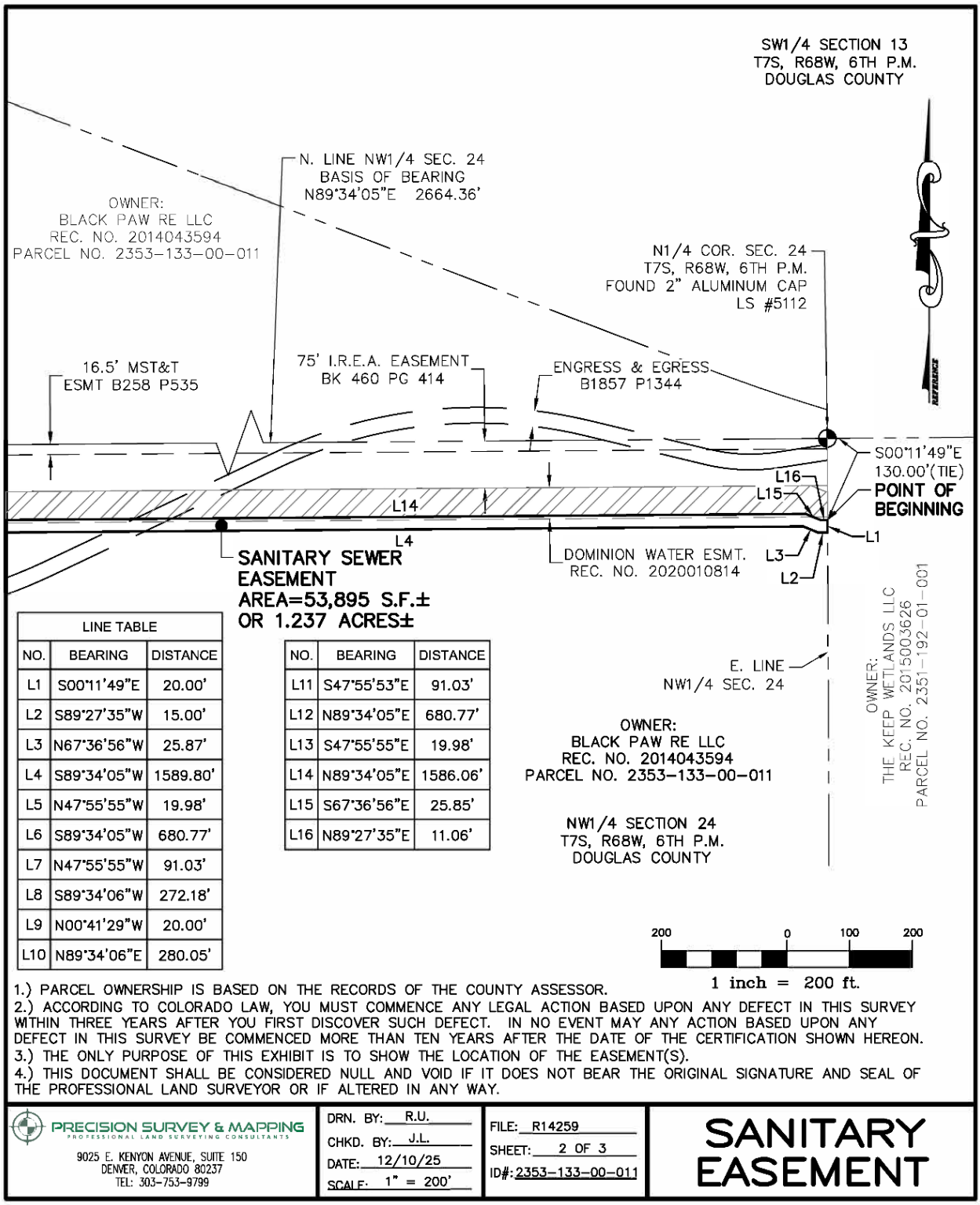
1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 1 OF 3
ID#: 2353-133-00-011

SANITARY EASEMENT



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°11'49"E	20.00'
L2	S89°27'35"W	15.00'
L3	N67°36'56"W	25.87'
L4	S89°34'05"W	1589.80'
L5	N47°55'55"W	19.98'
L6	S89°34'05"W	680.77'
L7	N47°55'55"W	91.03'
L8	S89°34'06"W	272.18'
L9	N00°41'29"W	20.00'
L10	N89°34'06"E	280.05'

NO.	BEARING	DISTANCE
L11	S47°55'53"E	91.03'
L12	N89°34'05"E	680.77'
L13	S47°55'55"E	19.98'
L14	N89°34'05"E	1586.06'
L15	S67°36'56"E	25.85'
L16	N89°27'35"E	11.06'

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

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DRN. BY: R.U.
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DATE: 12/10/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 2 OF 3
ID#: 2353-133-00-011

SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2014043594, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 24, ASSUMED TO BEAR N89°34'05"E A DISTANCE OF 2664.36 FEET FROM A 3.25" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE NORTHWEST CORNER OF SAID SECTION 24 TO A 2" ALUMINUM CAP STAMPED "LS #5112" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT BEARS S00°11'49"E A DISTANCE OF 130.00 FEET FROM SAID NORTH QUARTER CORNER;

THENCE S00°11'49"E ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET; THENCE S89°27'35"W A DISTANCE OF 15.00 FEET; THENCE N67°36'56"W A DISTANCE OF 25.87 FEET; THENCE S89°34'05"W A DISTANCE OF 1,589.80 FEET; THENCE N47°55'55"W A DISTANCE OF 19.98 FEET; THENCE S89°34'05"W A DISTANCE OF 680.77 FEET; THENCE N47°55'55"W A DISTANCE OF 91.03 FEET; THENCE S89°34'06"W A DISTANCE OF 272.18 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N00°41'29"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°34'06"E A DISTANCE OF 280.05 FEET; THENCE S47°55'53"E A DISTANCE OF 91.03 FEET; THENCE N89°34'05"E A DISTANCE OF 680.77 FEET; THENCE S47°55'55"E A DISTANCE OF 19.98 FEET; THENCE N89°34'05"E A DISTANCE OF 1,586.06 FEET; THENCE S67°36'56"E A DISTANCE OF 25.85 FEET; THENCE N89°27'35"E A DISTANCE OF 11.06 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N87°38'16"W A DISTANCE OF 2667.00 FEET.

SAID PARCEL CONTAINS 53,895 SQUARE FEET OR 1.237 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

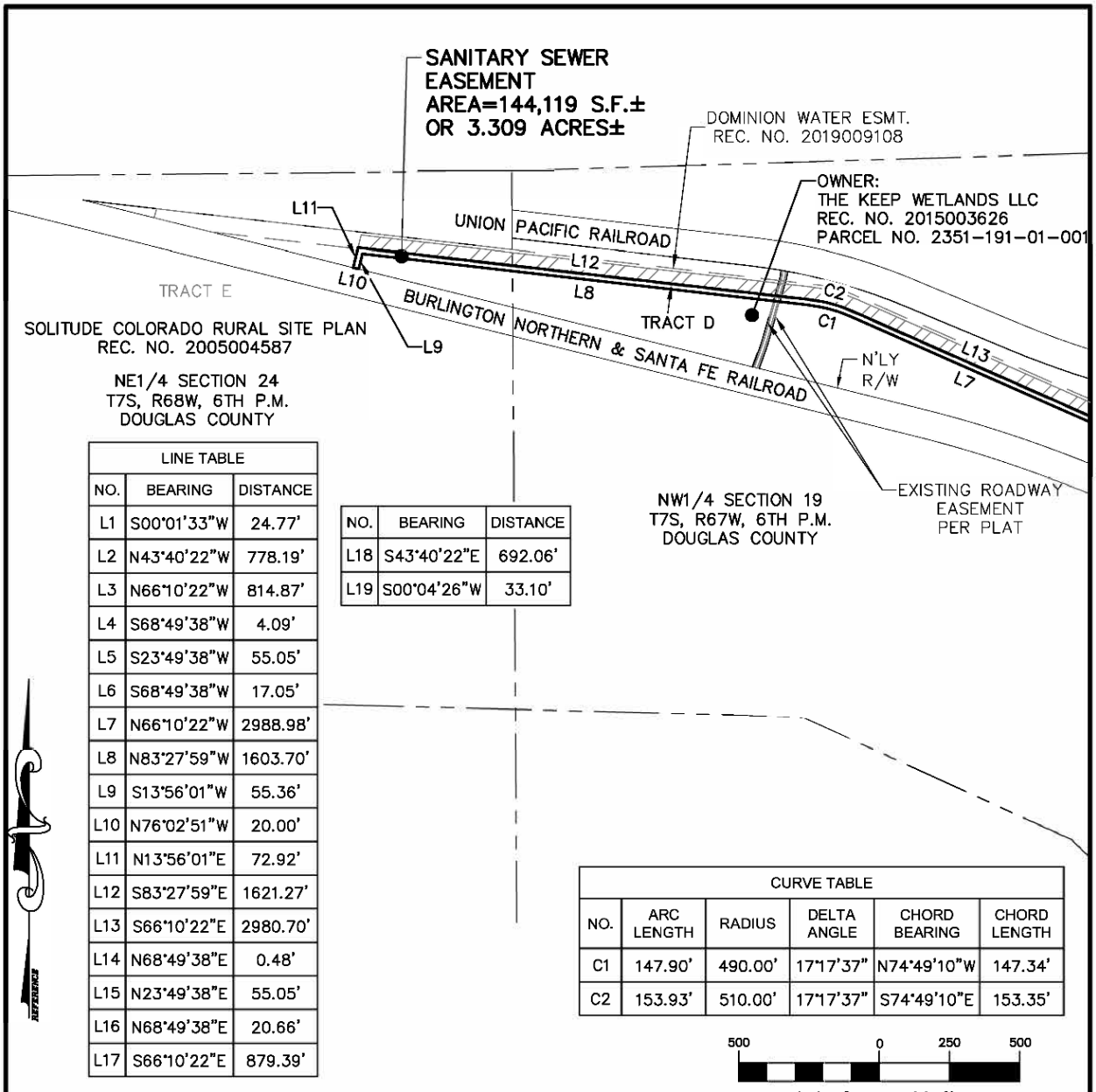
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 3 OF 3
ID#: 2353-133-00-011

SANITARY EASEMENT



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°01'33"W	24.77'
L2	N43°40'22"W	778.19'
L3	N66°10'22"W	814.87'
L4	S68°49'38"W	4.09'
L5	S23°49'38"W	55.05'
L6	S68°49'38"W	17.05'
L7	N66°10'22"W	2988.98'
L8	N83°27'59"W	1603.70'
L9	S13°56'01"W	55.36'
L10	N76°02'51"W	20.00'
L11	N13°56'01"E	72.92'
L12	S83°27'59"E	1621.27'
L13	S66°10'22"E	2980.70'
L14	N68°49'38"E	0.48'
L15	N23°49'38"E	55.05'
L16	N68°49'38"E	20.66'
L17	S66°10'22"E	879.39'

NO.	BEARING	DISTANCE
L18	S43°40'22"E	692.06'
L19	S00°04'26"W	33.10'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	147.90'	490.00'	17°17'37"	N74°49'10"W	147.34'
C2	153.93'	510.00'	17°17'37"	S74°49'10"E	153.35'

500 0 250 500

1 inch = 500 ft.

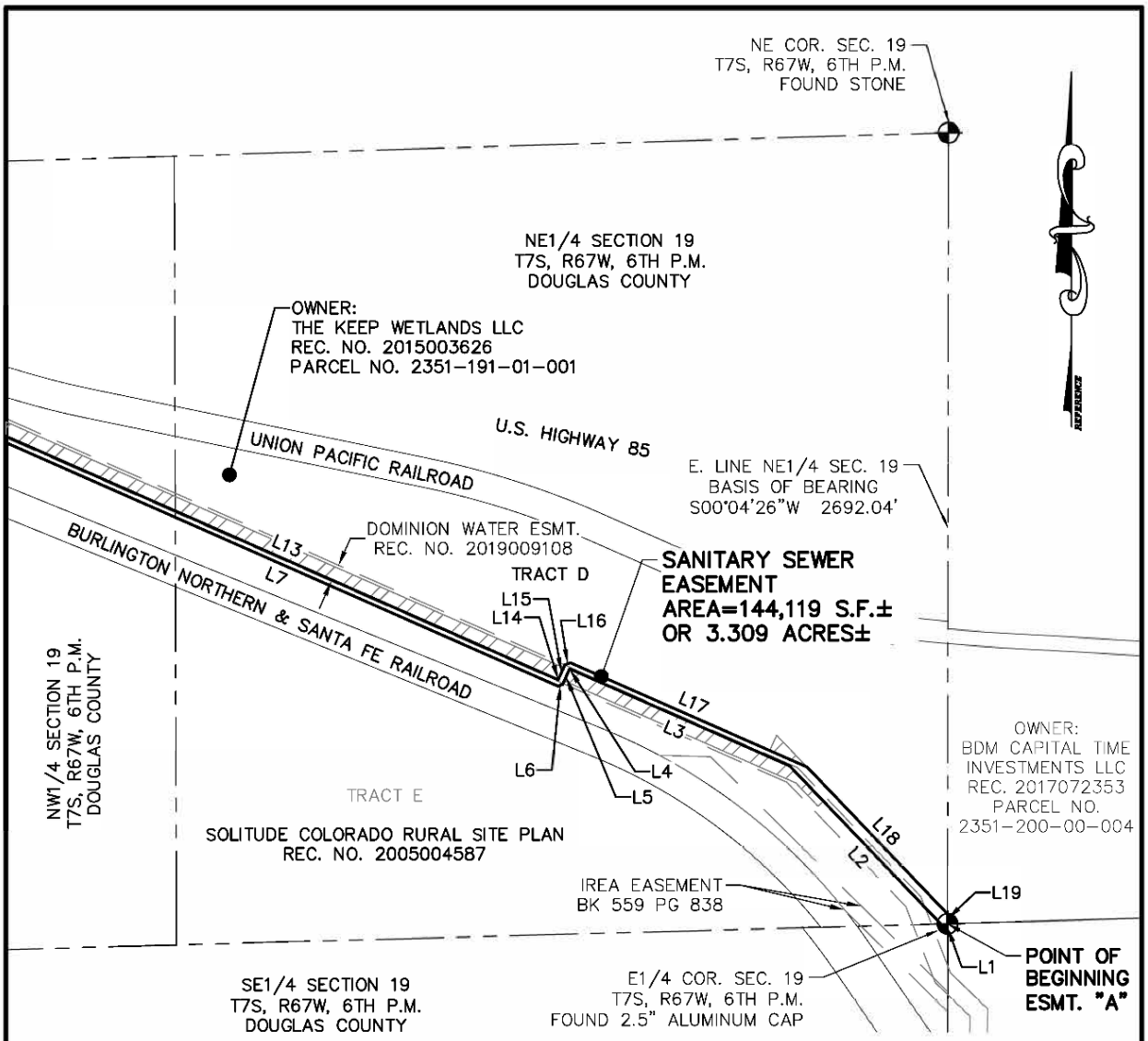
1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 500'

FILE: R14259
SHEET: 1 OF 4
ID#: 2351-191-01-001

SANITARY EASEMENT



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
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DRN. BY: R.U.
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DATE: 12/10/25
SCALE: 1" = 500'

FILE: R14259
SHEET: 2 OF 4
ID#: 2351-191-01-001

SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT D, SOLITUDE COLORADO RURAL SITE PLAN DESCRIBED AT RECEPTION NO. 2005004587, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, ASSUMED TO BEAR S00°04'26"W A DISTANCE OF 2692.04 FEET FROM A STONE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 19 TO A 2.5" ALUMINUM CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 19;

SANITARY SEWER EASEMENT
BEGINNING AT SAID EAST QUARTER CORNER;

THENCE S00°01'33"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 24.77 FEET; THENCE N43°40'22"W A DISTANCE OF 778.19 FEET; THENCE N66°10'22"W A DISTANCE OF 814.87 FEET; THENCE S68°49'38"W A DISTANCE OF 4.09 FEET; THENCE S23°49'38"W A DISTANCE OF 55.05 FEET; THENCE S68°49'38"W A DISTANCE OF 17.05 FEET; THENCE N66°10'22"W A DISTANCE OF 2,988.98 FEET; THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 147.90 FEET, HAVING A RADIUS OF 490.00 FEET, THROUGH A CENTRAL ANGLE OF 17°17'37" AND A CHORD WHICH BEARS N74°49'10"W A DISTANCE OF 147.34 FEET; THENCE N83°27'59"W A DISTANCE OF 1,603.70 FEET; THENCE S13°56'01"W A DISTANCE OF 55.36 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE N76°02'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE N13°56'01"E A DISTANCE OF 72.92 FEET; THENCE S83°27'59"E A DISTANCE OF 1,621.27 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 153.93 FEET, HAVING A RADIUS OF 510.00 FEET, THROUGH A CENTRAL ANGLE OF 17°17'37" AND A CHORD WHICH BEARS S74°49'10"E A DISTANCE OF 153.35 FEET; THENCE S66°10'22"E A DISTANCE OF 2,980.70 FEET; THENCE N68°49'38"E A DISTANCE OF 0.48 FEET; THENCE N23°49'38"E A DISTANCE OF 55.05 FEET; THENCE N68°49'38"E A DISTANCE OF 20.66 FEET; THENCE S66°10'22"E A DISTANCE OF 879.39 FEET; THENCE S43°40'22"E A DISTANCE OF 692.06 FEET TO SAID EAST LINE; THENCE S00°04'26"W ALONG SAID EAST LINE A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 144,119 SQUARE FEET OR 3.309 ACRES, MORE OR LESS.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 500'

FILE: R14259
SHEET: 3 OF 4
ID#: 2351-191-01-001

SANITARY EASEMENT

LEGAL DESCRIPTION

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 — DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
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DATE: 12/10/25
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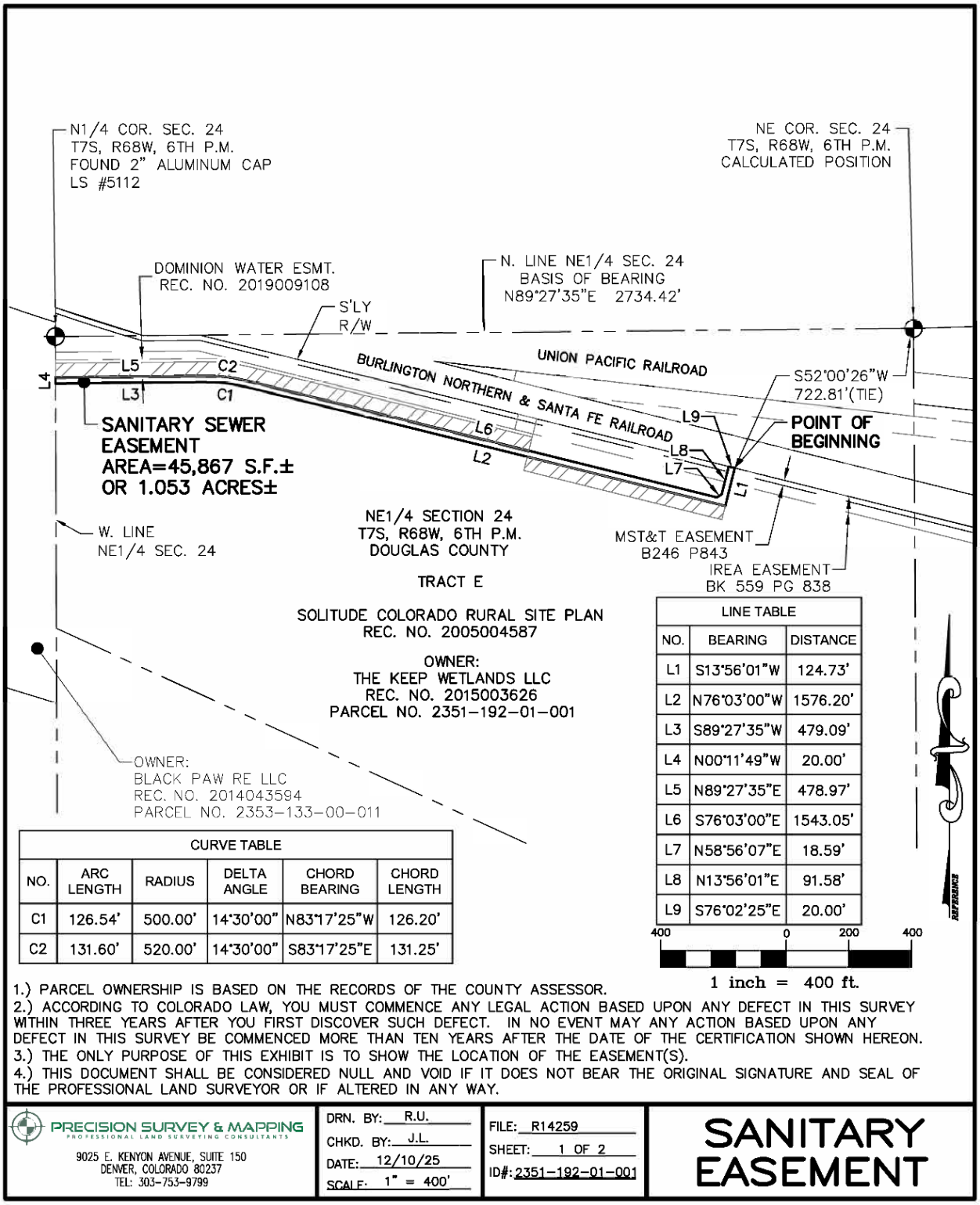
FILE: R14259
SHEET: 4 OF 4
ID#: 2351-191-01-001

SANITARY EASEMENT



CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	126.54'	500.00'	14°30'00"	N83°17'25"W	126.20'
C2	131.60'	520.00'	14°30'00"	S83°17'25"E	131.25'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S13°56'01"W	124.73'
L2	N76°03'00"W	1576.20'
L3	S89°27'35"W	479.09'
L4	N00°11'49"W	20.00'
L5	N89°27'35"E	478.97'
L6	S76°03'00"E	1543.05'
L7	N58°56'07"E	18.59'
L8	N13°56'01"E	91.58'
L9	S76°02'25"E	20.00'

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

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DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 400'

FILE: R14259
SHEET: 1 OF 2
ID#: 2351-192-01-001

SANITARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT E, SOLITUDE COLORADO RURAL SITE PLAN DESCRIBED AT RECEPTION NO. 2005004587, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 24, ASSUMED TO BEAR N89°27'35"E A DISTANCE OF 2734.42 FEET FROM A 2" ALUMINUM CAP STAMPED "LS #5112" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 24 TO A CALCULATED POSITION FOR THE NORTHEAST CORNER OF SAID SECTION 24:

SANITARY SEWER EASEMENT

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD, SAID POINT BEARS S52°00'26"W A DISTANCE OF 722.81 FEET FROM SAID NORTHEAST CORNER;

THENCE S13°56'01"W A DISTANCE OF 124.73 FEET; THENCE N76°03'00"W A DISTANCE OF 1,576.20 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 126.54 FEET, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 14°30'00" AND A CHORD WHICH BEARS N83°17'25"W A DISTANCE OF 126.20 FEET; THENCE S89°27'35"W A DISTANCE OF 479.09 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE N00°11'49"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°27'35"E A DISTANCE OF 478.97 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 131.60 FEET, HAVING A RADIUS OF 520.00 FEET, THROUGH A CENTRAL ANGLE OF 14°30'00" AND A CHORD WHICH BEARS S83°17'25"E A DISTANCE OF 131.25 FEET; THENCE S76°03'00"E A DISTANCE OF 1,543.05 FEET; THENCE N58°56'07"E A DISTANCE OF 18.59 FEET; THENCE N13°56'01"E A DISTANCE OF 91.58 FEET; THENCE S76°02'25"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTH QUARTER CORNER BEARS N79°02'28"W A DISTANCE OF 2204.87 FEET.

SAID PARCEL CONTAINS 45,867 SQUARE FEET OR 1.053 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
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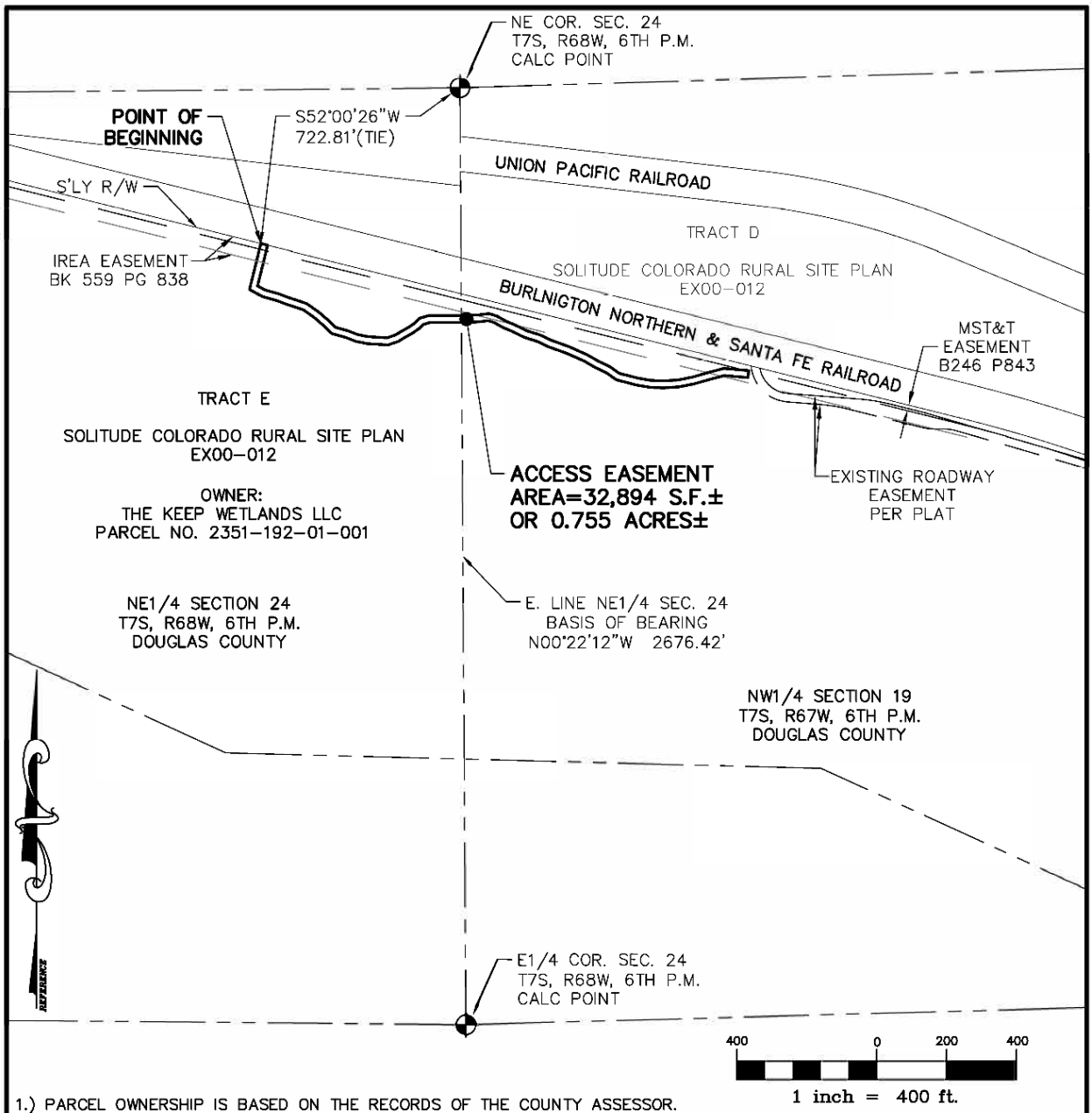
SANITARY EASEMENT

EXHIBIT 2B



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

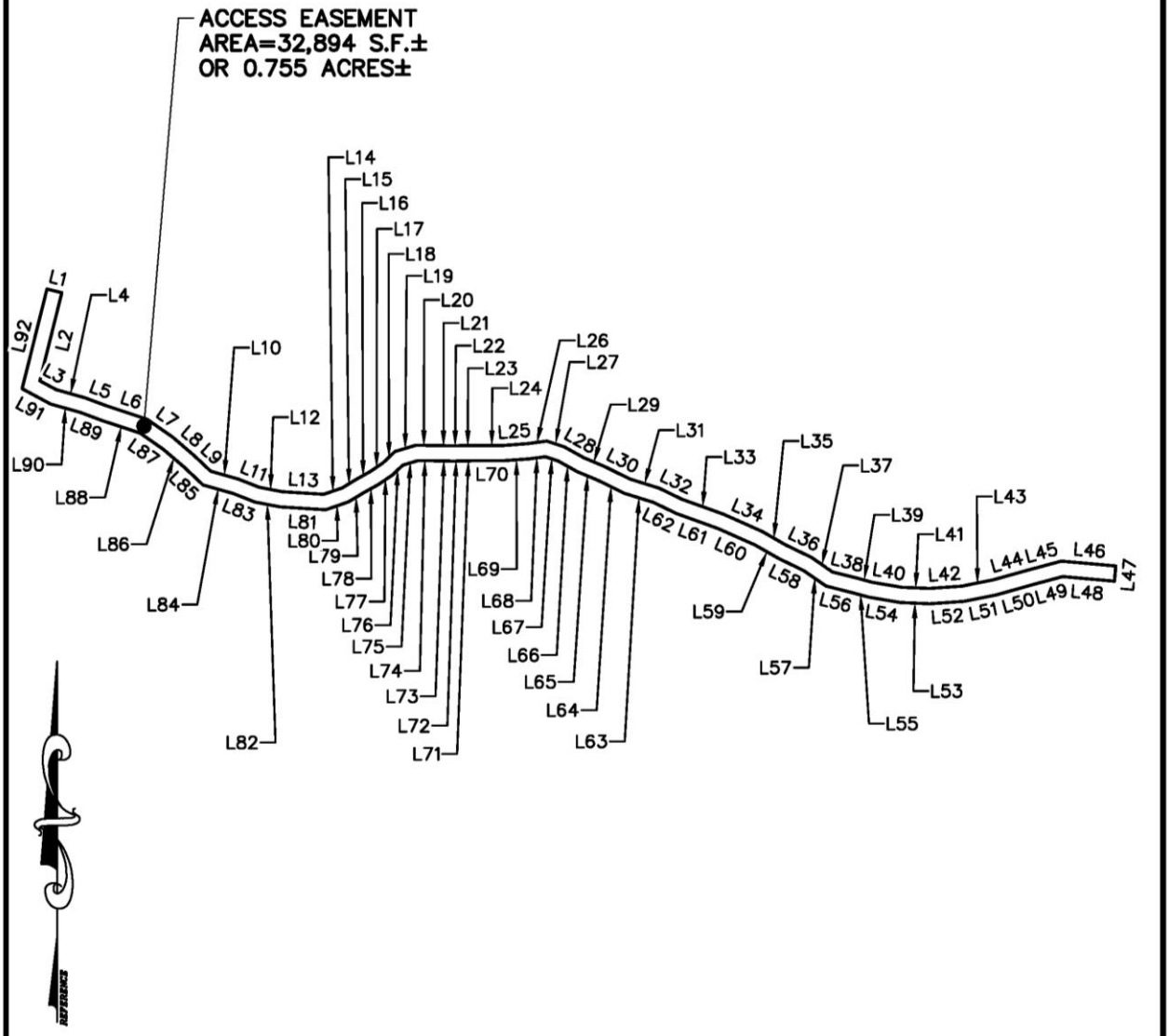
PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 400'

FILE: R14259
SHEET: 1 OF 6
ID#: 2351-192-01-001

ACCESS EASEMENT

DETAIL



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DRN. BY:	R.U.
CHKD. BY:	J.L.
DATE:	12/10/25
SCALE:	NOT TO SCALE

FILE:	R14259
SHEET:	2 OF 6
ID#:	2351-192-01-001

ACCESS EASEMENT

LINE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S76°02'25"E	20.00'
L2	S13°56'01"W	118.84'
L3	S61°36'45"E	24.38'
L4	S74°23'16"E	38.45'
L5	S69°34'40"E	31.77'
L6	S71°36'19"E	54.44'
L7	S55°01'36"E	40.97'
L8	S49°19'50"E	37.23'
L9	S46°34'35"E	29.47'
L10	S74°16'39"E	36.96'
L11	S68°28'19"E	29.52'
L12	S78°54'34"E	30.55'
L13	S86°30'16"E	54.50'
L14	N70°51'26"E	25.47'
L15	N58°50'22"E	20.98'
L16	N60°46'19"E	21.63'
L17	N55°44'53"E	19.97'
L18	N46°18'19"E	21.58'
L19	N73°16'10"E	28.22'
L20	S89°30'36"E	21.78'

NO.	BEARING	DISTANCE
L21	S89°00'47"E	29.24'
L22	N81°49'07"E	1.15'
L23	N89°18'44"E	32.01'
L24	S89°59'39"E	30.84'
L25	N85°48'02"E	30.77'
L26	N82°33'10"E	25.88'
L27	S71°58'55"E	23.86'
L28	S60°38'19"E	29.49'
L29	S67°13'54"E	28.61'
L30	S63°48'03"E	37.89'
L31	S72°41'00"E	39.83'
L32	S63°58'56"E	33.04'
L33	S70°10'50"E	57.82'
L34	S65°56'37"E	55.10'
L35	S60°10'04"E	35.41'
L36	S64°05'28"E	37.34'
L37	S55°17'39"E	33.48'
L38	S75°55'38"E	31.64'
L39	S74°41'22"E	21.93'
L40	S80°22'55"E	39.23'

NO.	BEARING	DISTANCE
L41	S87°42'17"E	36.22'
L42	N86°10'17"E	42.07'
L43	N78°33'44"E	41.99'
L44	N74°16'39"E	48.38'
L45	N74°55'46"E	43.98'
L46	S84°53'33"E	71.26'
L47	S05°06'27"W	20.00'
L48	N84°53'33"W	67.70'
L49	S74°55'46"W	40.30'
L50	S74°16'39"W	49.01'
L51	S78°33'44"W	44.07'
L52	S86°10'17"W	44.47'
L53	N87°42'17"W	38.57'
L54	N80°22'55"W	41.50'
L55	N74°41'22"W	22.71'
L56	N75°55'38"W	35.06'
L57	N55°17'39"W	35.58'
L58	N64°05'28"W	36.49'
L59	N60°10'04"W	35.09'
L60	N65°56'37"W	53.35'

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FILE: R14259
SHEET: 3 OF 6
ID#: 2351-192-01-001

ACCESS EASEMENT

LINE TABLES

NO.	BEARING	DISTANCE
L61	N70°10'50"W	58.16'
L62	N63°58'56"W	32.60'
L63	N72°41'00"W	39.87'
L64	N63°48'03"W	38.85'
L65	N67°13'54"W	29.16'
L66	N60°38'19"W	28.66'
L67	N71°58'55"W	17.35'
L68	S82°33'10"W	21.92'
L69	S85°48'02"W	32.07'
L70	N89°59'39"W	31.45'
L71	S89°18'44"W	30.58'
L72	S81°49'07"W	1.44'
L73	N89°00'47"W	30.76'
L74	N89°30'36"W	18.67'
L75	S73°16'10"W	20.39'
L76	S46°18'19"W	18.43'
L77	S55°44'53"W	22.50'
L78	S60°46'19"W	22.17'
L79	S58°50'22"W	22.75'
L80	S70°51'26"W	31.58'

NO.	BEARING	DISTANCE
L81	N86°30'16"W	59.83'
L82	N78°54'34"W	33.70'
L83	N68°28'19"W	30.33'
L84	N74°16'39"W	40.88'
L85	N46°34'35"W	33.92'
L86	N49°19'50"W	35.76'
L87	N55°01'36"W	37.06'
L88	N71°36'19"W	51.88'
L89	N69°34'40"W	31.28'
L90	N74°23'16"W	39.85'
L91	N61°36'45"W	42.12'
L92	N13°56'01"E	134.35'

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SHEET: 4 OF 6
ID#: 2351-192-01-001

ACCESS EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION TRACT E, SOLITUDE COLORADO RURAL SITE PLAN EX00-012, DESCRIBED AT RECEPTION NO. 2005004587, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, ASSUMED TO BEAR N00°22'12"W A DISTANCE OF 2676.42 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 24 TO THE NORTHEAST QUARTER OF SAID SECTION 24;

ACCESS EASEMENT

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD, SAID POINT BEARS S52°00'26"W A DISTANCE OF 722.81 FEET FROM SAID NORTHEAST CORNER;

THENCE S76°02'25"E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE S13°56'01"W A DISTANCE OF 118.84 FEET; THENCE S61°36'45"E A DISTANCE OF 24.38 FEET; THENCE S74°23'16"E A DISTANCE OF 38.45 FEET; THENCE S69°34'40"E A DISTANCE OF 31.77 FEET; THENCE S71°36'19"E A DISTANCE OF 54.44 FEET; THENCE S55°01'36"E A DISTANCE OF 40.97 FEET; THENCE S49°19'50"E A DISTANCE OF 37.23 FEET; THENCE S46°34'35"E A DISTANCE OF 29.47 FEET; THENCE S74°16'39"E A DISTANCE OF 36.96 FEET; THENCE S68°28'19"E A DISTANCE OF 29.52 FEET; THENCE S78°54'34"E A DISTANCE OF 30.55 FEET; THENCE S86°30'16"E A DISTANCE OF 54.50 FEET; THENCE N70°51'26"E A DISTANCE OF 25.47 FEET; THENCE N58°50'22"E A DISTANCE OF 20.98 FEET; THENCE N60°46'19"E A DISTANCE OF 21.63 FEET; THENCE N55°44'53"E A DISTANCE OF 19.97 FEET; THENCE N46°18'19"E A DISTANCE OF 21.58 FEET; THENCE N73°16'10"E A DISTANCE OF 28.22 FEET; THENCE S89°30'36"E A DISTANCE OF 21.78 FEET; THENCE S89°00'47"E A DISTANCE OF 29.24 FEET; THENCE N81°49'07"E A DISTANCE OF 1.15 FEET; THENCE N89°18'44"E A DISTANCE OF 32.01 FEET; THENCE S89°59'39"E A DISTANCE OF 30.84 FEET; THENCE N85°48'02"E A DISTANCE OF 30.77 FEET; THENCE N82°33'10"E A DISTANCE OF 25.88 FEET; THENCE S71°58'55"E A DISTANCE OF 23.86 FEET; THENCE S60°38'19"E A DISTANCE OF 29.49 FEET; THENCE S67°13'54"E A DISTANCE OF 28.61 FEET; THENCE S63°48'03"E A DISTANCE OF 37.89 FEET; THENCE S72°41'00"E A DISTANCE OF 39.83 FEET; THENCE S63°58'56"E A DISTANCE OF 33.04 FEET; THENCE S70°10'50"E A DISTANCE OF 57.82 FEET; THENCE S65°56'37"E A DISTANCE OF 55.10 FEET; THENCE S60°10'04"E A DISTANCE OF 35.41 FEET; THENCE S64°05'28"E A DISTANCE OF 37.34 FEET; THENCE S55°17'39"E A DISTANCE OF 33.48 FEET; THENCE S75°55'38"E A DISTANCE OF 31.64 FEET; THENCE S74°41'22"E A DISTANCE OF 21.93 FEET; THENCE S80°22'55"E A DISTANCE OF 39.23 FEET; THENCE S87°42'17"E A DISTANCE OF 36.22 FEET; THENCE N86°10'17"E A DISTANCE OF 42.07 FEET;

PRECISION SURVEY & MAPPING
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TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 400'

FILE: R14259
SHEET: 5 OF 6
ID#: 2351-192-01-001

ACCESS EASEMENT

LEGAL DESCRIPTION

THENCE N78°33'44"E A DISTANCE OF 41.99 FEET; THENCE N74°16'39"E A DISTANCE OF 48.38 FEET; THENCE N74°55'46"E A DISTANCE OF 43.98 FEET; THENCE S84°53'33"E A DISTANCE OF 71.26 FEET; THENCE S05°06'27"W A DISTANCE OF 20.00 FEET; THENCE N84°53'33"W A DISTANCE OF 67.70 FEET; THENCE S74°55'46"W A DISTANCE OF 40.30 FEET; THENCE S74°16'39"W A DISTANCE OF 49.01 FEET; THENCE S78°33'44"W A DISTANCE OF 44.07 FEET; THENCE S86°10'17"W A DISTANCE OF 44.47 FEET; THENCE N87°42'17"W A DISTANCE OF 38.57 FEET; THENCE N80°22'55"W A DISTANCE OF 41.50 FEET; THENCE N74°41'22"W A DISTANCE OF 22.71 FEET; THENCE N75°55'38"W A DISTANCE OF 35.06 FEET; THENCE N55°17'39"W A DISTANCE OF 35.58 FEET; THENCE N64°05'28"W A DISTANCE OF 36.49 FEET; THENCE N60°10'04"W A DISTANCE OF 35.09 FEET; THENCE N65°56'37"W A DISTANCE OF 53.35 FEET; THENCE N70°10'50"W A DISTANCE OF 58.16 FEET; THENCE N63°58'56"W A DISTANCE OF 32.60 FEET; THENCE N72°41'00"W A DISTANCE OF 39.87 FEET; THENCE N63°48'03"W A DISTANCE OF 38.85 FEET; THENCE N67°13'54"W A DISTANCE OF 29.16 FEET; THENCE N60°38'19"W A DISTANCE OF 28.66 FEET; THENCE N71°58'55"W A DISTANCE OF 17.35 FEET; THENCE S82°33'10"W A DISTANCE OF 21.92 FEET; THENCE S85°48'02"W A DISTANCE OF 32.07 FEET; THENCE N89°59'39"W A DISTANCE OF 31.45 FEET; THENCE S89°18'44"W A DISTANCE OF 30.58 FEET; THENCE S81°49'07"W A DISTANCE OF 1.44 FEET; THENCE N89°00'47"W A DISTANCE OF 30.76 FEET; THENCE N89°30'36"W A DISTANCE OF 18.67 FEET; THENCE S73°16'10"W A DISTANCE OF 20.39 FEET; THENCE S46°18'19"W A DISTANCE OF 18.43 FEET; THENCE S55°44'53"W A DISTANCE OF 22.50 FEET; THENCE S60°46'19"W A DISTANCE OF 22.17 FEET; THENCE S58°50'22"W A DISTANCE OF 22.75 FEET; THENCE S70°51'26"W A DISTANCE OF 31.58 FEET; THENCE N86°30'16"W A DISTANCE OF 59.83 FEET; THENCE N78°54'34"W A DISTANCE OF 33.70 FEET; THENCE N68°28'19"W A DISTANCE OF 30.33 FEET; THENCE N74°16'39"W A DISTANCE OF 40.88 FEET; THENCE N46°34'35"W A DISTANCE OF 33.92 FEET; THENCE N49°19'50"W A DISTANCE OF 35.76 FEET; THENCE N55°01'36"W A DISTANCE OF 37.06 FEET; THENCE N71°36'19"W A DISTANCE OF 51.88 FEET; THENCE N69°34'40"W A DISTANCE OF 31.28 FEET; THENCE N74°23'16"W A DISTANCE OF 39.85 FEET; THENCE N61°36'45"W A DISTANCE OF 42.12 FEET; THENCE N13°56'01"E A DISTANCE OF 134.35 FEET TO THE POINT OF BEGINNING, WHENCE SAID EAST QUARTER CORNER BEARS S14°44'11"E 2307.33 FEET.

SAID PARCEL CONTAINS 32,894 SQUARE FEET OR 0.755 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

Christopher P. Juliana 12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

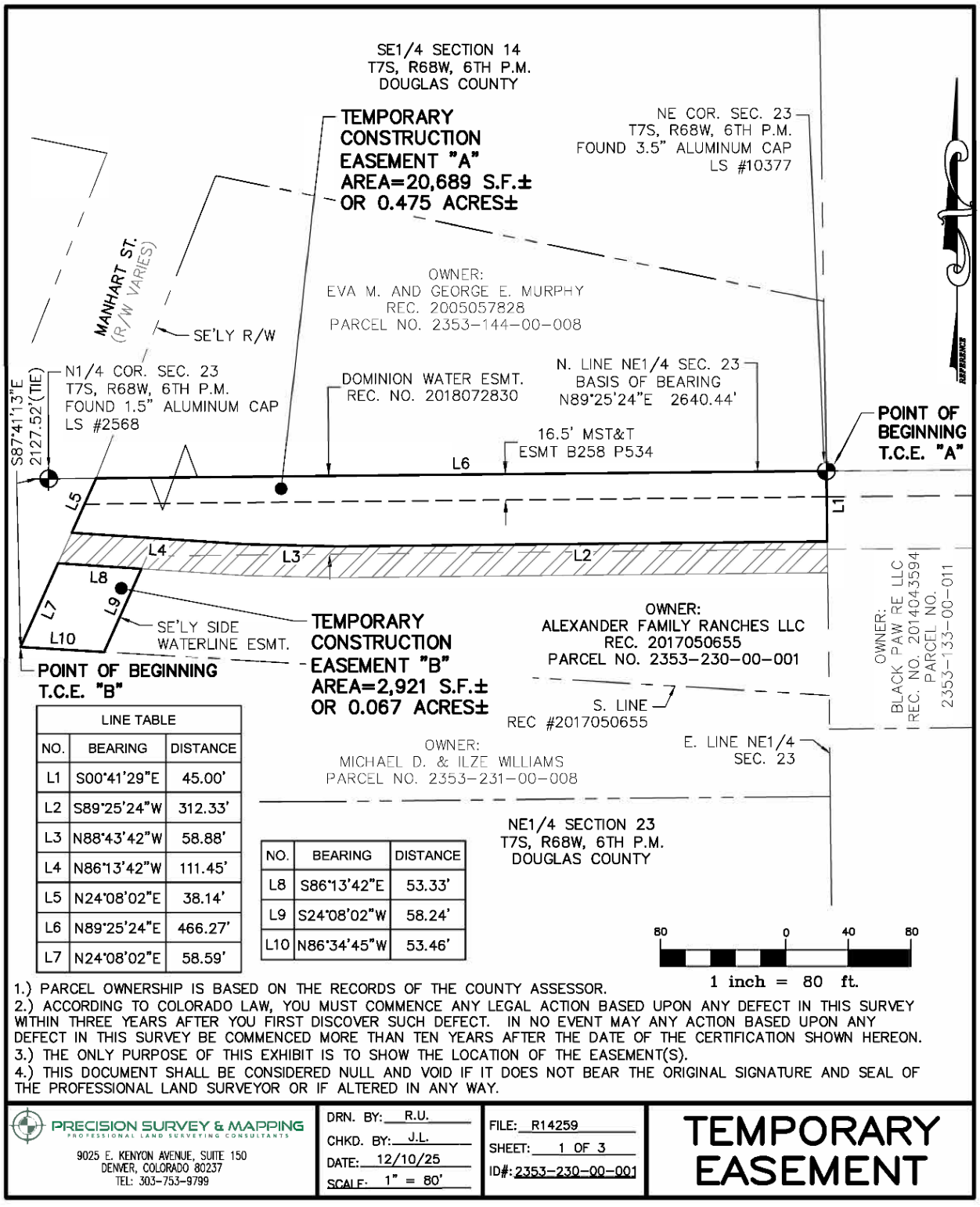
PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 400'

FILE: R14259
SHEET: 6 OF 6
ID#: 2351-192-01-001

ACCESS EASEMENT

EXHIBIT 2C



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°41'29"E	45.00'
L2	S89°25'24"W	312.33'
L3	N88°43'42"W	58.88'
L4	N86°13'42"W	111.45'
L5	N24°08'02"E	38.14'
L6	N89°25'24"E	466.27'
L7	N24°08'02"E	58.59'

NO.	BEARING	DISTANCE
L8	S86°13'42"E	53.33'
L9	S24°08'02"W	58.24'
L10	N86°34'45"W	53.46'

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3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
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DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 80'

FILE: R14259
SHEET: 1 OF 3
ID#: 2353-230-00-001

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2017050655, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, ASSUMED TO BEAR N89°25'24"E A DISTANCE OF 2640.44 FEET FROM A 1.5" ALUMINUM CAP STAMPED "LS #2568" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 23 TO A 3.5" ALUMINUM CAP STAMPED "LS #10377 FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23;

TEMPORARY CONSTRUCTION EASEMENT "A"
BEGINNING AT SAID NORTHEAST CORNER OF SAID SECTION 23;

THENCE S00°41'29"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 23 A DISTANCE OF 45.00 FEET; THENCE S89°25'24"W A DISTANCE OF 312.33 FEET; THENCE N88°43'42"W A DISTANCE OF 58.88 FEET; THENCE N86°13'42"W A DISTANCE OF 111.45 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF MANHART STREET; THENCE N24°08'02"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 38.14 FEET TO SAID NORTH LINE; THENCE N89°25'24"E ALONG SAID NORTH LINE A DISTANCE OF 466.27 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINS 20,689 SQUARE FEET OR 0.475 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT "B"
BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF MANHART STREET, SAID POINT BEARS S87°41'13"E DISTANCE OF 2127.52 FEET FROM SAID NORTH QUARTER CORNER;

THENCE N24°08'02"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 58.59 FEET; THENCE S86°13'42"E A DISTANCE OF 53.33 FEET TO THE SOUTHEASTELRY SIDE OF A DOMINION WATERLINE EASEMENT DESCRIBED AT RECEPTION NO. 2018072830 AND FILED IN SAID CLERK AND RECORDER'S OFFICE; THENCE S24°08'02"W ALONG SAID SOUTHEASTERLY SIDE A DISTANCE OF 58.24 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE N86°34'45"W ALONG SAID SOUTH LINE A DISTANCE OF 53.46 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS M77°40'22"E A DISTANCE OF 526.66 FEET.

SAID PARCEL CONTAINS 2,921 SQUARE FEET OR 0.067 ACRES, MORE OR LESS.

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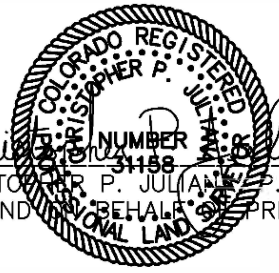
DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 80'

FILE: R14259
SHEET: 2 OF 3
ID#: 2353-230-00-001

TEMPORARY EASEMENT

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

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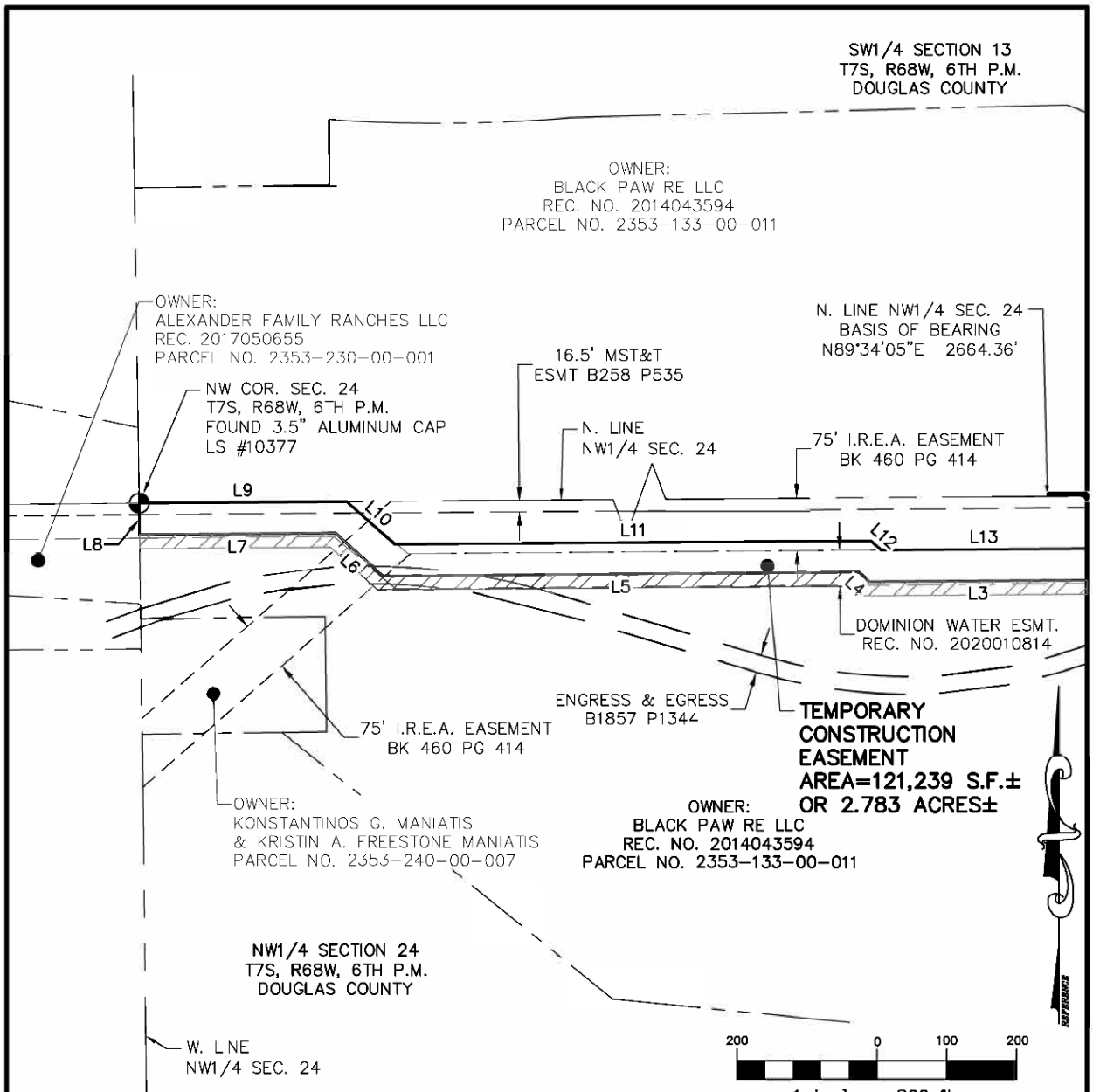

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2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
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DRN. BY: R.U.
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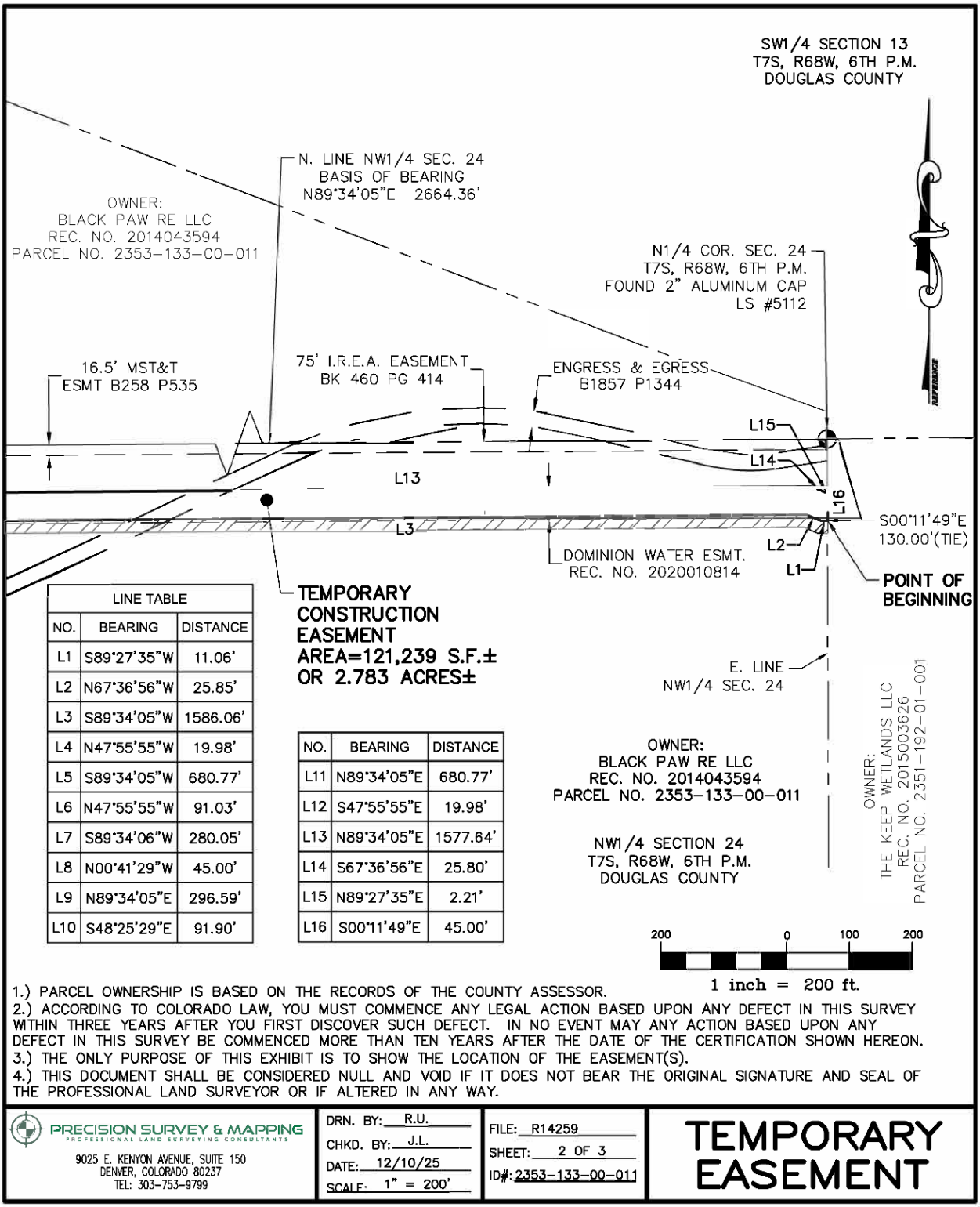
DATE: 12/10/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 1 OF 3
ID#: 2353-133-00-011

TEMPORARY EASEMENT



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°27'35"W	11.06'
L2	N67°36'56"W	25.85'
L3	S89°34'05"W	1586.06'
L4	N47°55'55"W	19.98'
L5	S89°34'05"W	680.77'
L6	N47°55'55"W	91.03'
L7	S89°34'06"W	280.05'
L8	N00°41'29"W	45.00'
L9	N89°34'05"E	296.59'
L10	S48°25'29"E	91.90'

NO.	BEARING	DISTANCE
L11	N89°34'05"E	680.77'
L12	S47°55'55"E	19.98'
L13	N89°34'05"E	1577.64'
L14	S67°36'56"E	25.80'
L15	N89°27'35"E	2.21'
L16	S00°11'49"E	45.00'

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 2 OF 3
ID#: 2353-133-00-011

TEMPORARY EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2014043594, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 24, ASSUMED TO BEAR N89°34'05"E A DISTANCE OF 2664.36 FEET FROM A 3.5" ALUMINUM CAP STAMPED "LS #10377" FOUND AT THE NORTHWEST CORNER OF SAID SECTION 24 TO A 2" ALUMINUM CAP STAMPED "LS #5112" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID POINT BEARS S00°11'49"E A DISTANCE OF 130.00 FEET FROM SAID NORTH QUARTER CORNER;

THENCE S89°27'35"W A DISTANCE OF 11.06 FEET; THENCE N67°36'56"W A DISTANCE OF 25.85 FEET; THENCE S89°34'05"W A DISTANCE OF 1,586.06 FEET; THENCE N47°55'55"W A DISTANCE OF 19.98 FEET; THENCE S89°34'05"W A DISTANCE OF 680.77 FEET; THENCE N47°55'55"W A DISTANCE OF 91.03 FEET; THENCE S89°34'06"W A DISTANCE OF 280.05 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N00°41'29"W ALONG SAID WEST LINE A DISTANCE OF 45.00 FEET TO SAID NORTH LINE; THENCE N89°34'05"E ALONG SAID NORTH LINE A DISTANCE OF 296.59 FEET; THENCE S48°25'29"E A DISTANCE OF 91.90 FEET; THENCE N89°34'05"E A DISTANCE OF 680.77 FEET; THENCE S47°55'55"E A DISTANCE OF 19.98 FEET TO THE NORTH LINE OF A DOMINION WATERLINE EASEMENT DESCRIBED AT RECEPTION NO. 2020010814 FILED IN SAID CLERK AND RECORDER'S OFFICE; THENCE N89°34'05"E ALONG SAID NORTH LINE A DISTANCE OF 1,577.64 FEET; THENCE S67°36'56"E A DISTANCE OF 25.80 FEET; THENCE N89°27'35"E A DISTANCE OF 2.21 FEET TO SAID EAST LINE; THENCE S00°11'49"E ALONG SAID EAST LINE A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N87°38'16"W A DISTANCE OF 2667.00 FEET.

SAID PARCEL CONTAINS 121,239 SQUARE FEET OR 2.783 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

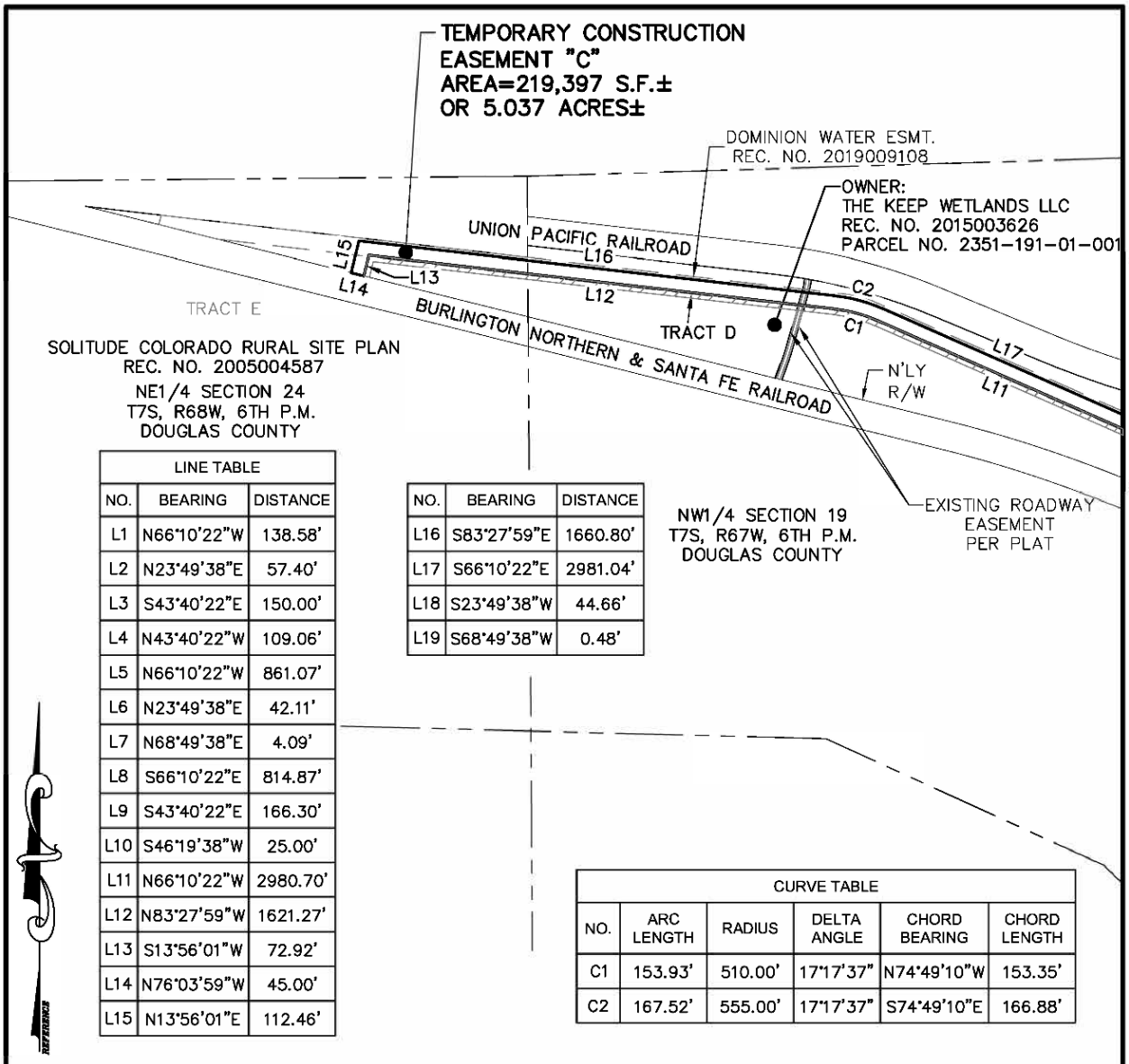
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 12/10/25
SCALE: 1" = 200'

FILE: R14259
SHEET: 3 OF 3
ID#: 2353-133-00-011

TEMPORARY EASEMENT



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N66°10'22"W	138.58'
L2	N23°49'38"E	57.40'
L3	S43°40'22"E	150.00'
L4	N43°40'22"W	109.06'
L5	N66°10'22"W	861.07'
L6	N23°49'38"E	42.11'
L7	N68°49'38"E	4.09'
L8	S66°10'22"E	814.87'
L9	S43°40'22"E	166.30'
L10	S46°19'38"W	25.00'
L11	N66°10'22"W	2980.70'
L12	N83°27'59"W	1621.27'
L13	S13°56'01"W	72.92'
L14	N76°03'59"W	45.00'
L15	N13°56'01"E	112.46'

NO.	BEARING	DISTANCE
L16	S83°27'59"E	1660.80'
L17	S66°10'22"E	2981.04'
L18	S23°49'38"W	44.66'
L19	S68°49'38"W	0.48'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	153.93'	510.00'	17°17'37"	N74°49'10"W	153.35'
C2	167.52'	555.00'	17°17'37"	S74°49'10"E	166.88'

500 0 250 500

1 inch = 500 ft.

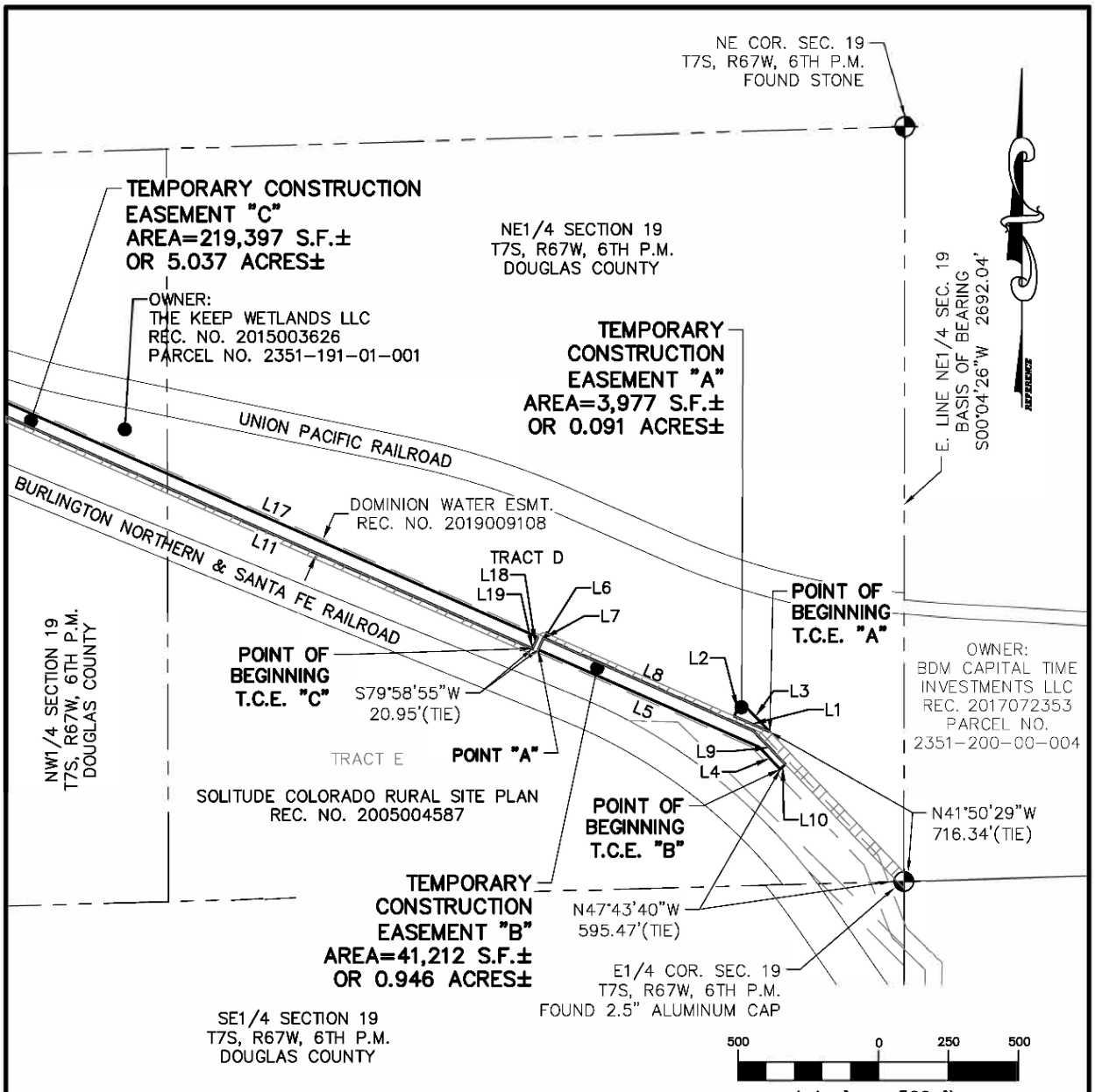
1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 500'

FILE: R14259
SHEET: 1 OF 4
ID#: 2351-191-01-001

TEMPORARY EASEMENT



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
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DATE: 03/05/26
SCALE: 1" = 500'

FILE: R14259
SHEET: 2 OF 4
ID#: 2351-191-01-001

TEMPORARY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT D, SOLITUDE COLORADO RURAL SITE PLAN DESCRIBED AT RECEPTION NO. 2005004587, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, ASSUMED TO BEAR S00°04'26"W A DISTANCE OF 2692.04 FEET FROM A STONE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 19 TO A 2.5" ALUMINUM CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 19;

TEMPORARY CONSTRUCTION EASEMENT "A"

BEGINNING AT A POINT WHICH BEARS N41°50'29"W A DISTANCE OF 716.34 FEET FROM SAID EAST QUARTER CORNER;

THENCE N66°10'22"W A DISTANCE OF 138.58 FEET; THENCE N23°49'38"E A DISTANCE OF 57.40 FEET; THENCE S43°40'22"E A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,977 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT "B"

BEGINNING AT A POINT WHICH BEARS N47°43'40"W A DISTANCE OF 595.47 FEET FROM SAID EAST QUARTER CORNER;

THENCE N43°40'22"W A DISTANCE OF 109.06 FEET; THENCE N66°10'22"W A DISTANCE OF 861.07 FEET AND BEING POINT "A"; THENCE N23°49'38"E A DISTANCE OF 42.11 FEET; THENCE N68°49'38"E A DISTANCE OF 4.09 FEET; THENCE S66°10'22"E A DISTANCE OF 814.87 FEET; THENCE S43°40'22"E A DISTANCE OF 166.30 FEET; THENCE S46°19'38"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41,212 SQUARE FEET OR 0.946 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT "C"

BEGINNING AT A POINT WHICH BEARS S79°58'55"W A DISTANCE OF 20.95 FEET FROM SAID POINT "A";

THENCE N66°10'22"W A DISTANCE OF 2,980.70 FEET; THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 153.93 FEET, HAVING A RADIUS OF 510.00 FEET, THROUGH A CENTRAL ANGLE OF 17°17'37" AND A CHORD WHICH BEARS N74°49'10"W A DISTANCE OF 153.35 FEET; THENCE N83°27'59"W A DISTANCE OF 1,621.27 FEET;

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 500'

FILE: R14259
SHEET: 3 OF 4
ID#: 2351-191-01-001

TEMPORARY EASEMENT

LEGAL DESCRIPTION

THENCE S13°56'01"W A DISTANCE OF 72.92 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILROAD; THENCE N76°03'59"W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 45.00 FEET; THENCE N13°56'01"E A DISTANCE OF 112.46 FEET; THENCE S83°27'59"E A DISTANCE OF 1,660.80 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 167.52 FEET, HAVING A RADIUS OF 555.00 FEET, THROUGH A CENTRAL ANGLE OF 17°17'37" AND A CHORD WHICH BEARS S74°49'10"E A DISTANCE OF 166.88 FEET; THENCE S66°10'22"E A DISTANCE OF 2,981.04 FEET; THENCE S23°49'38"W A DISTANCE OF 44.66 FEET; THENCE S68°49'38"W A DISTANCE OF 0.48 FEET; TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N35°30'15"E A DISTANCE OF 2286.17 FEET.

SAID PARCEL CONTAINS 219,397 SQUARE FEET OR 5.037 ACRES, MORE OR LESS.

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

03/05/26

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
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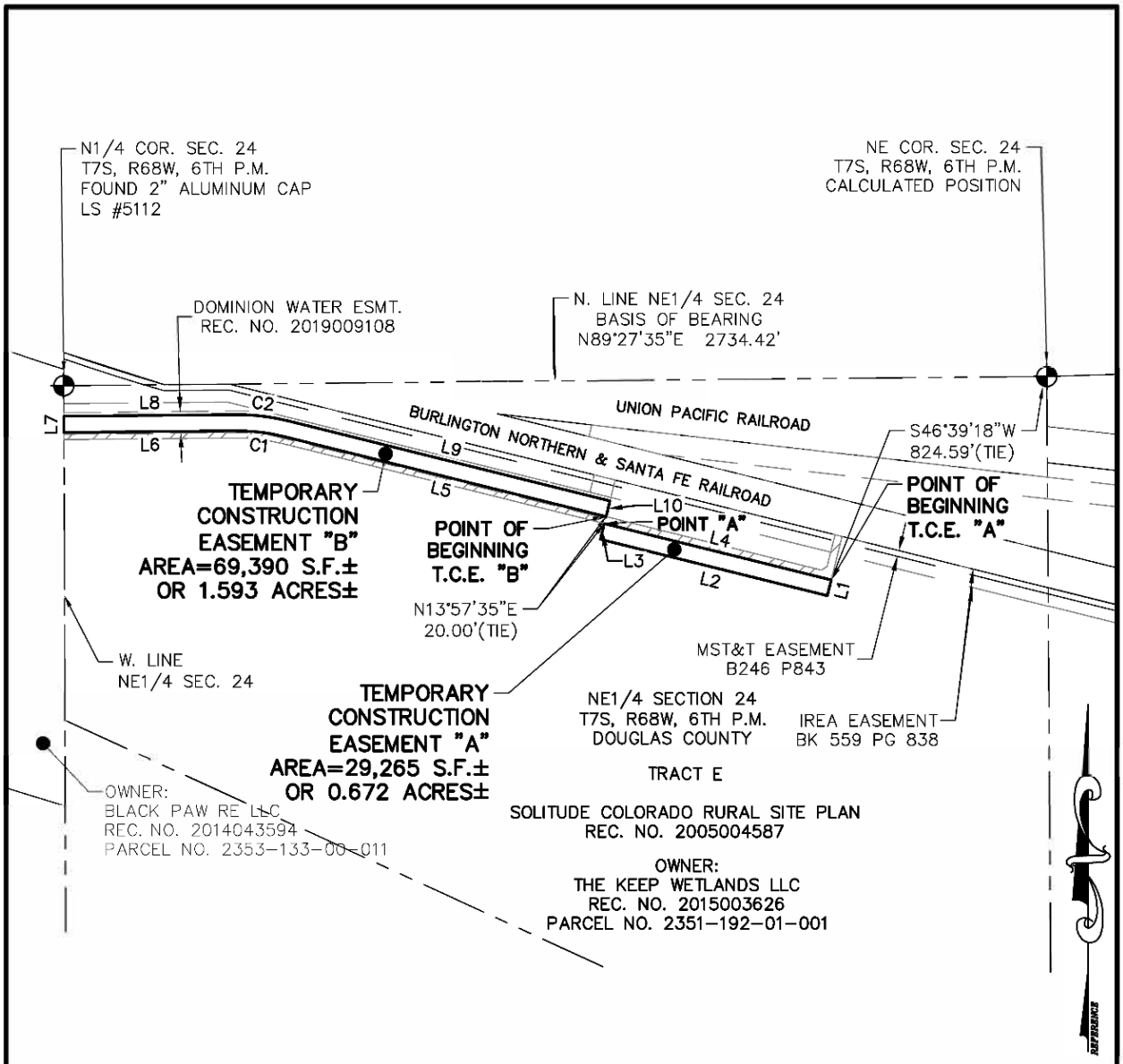
DENVER, COLORADO 80237
TEL: 303-753-9799

DRN. BY: R.U.
CHKD. BY: J.L.
DATE: 03/05/26
SCALE: 1" = 500'

FILE: R14259
SHEET: 4 OF 4
ID#: 2351-191-01-001

TEMPORARY EASEMENT



1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
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DATE: 12/10/25
SCALE: 1" = 400'

FILE: R14259
SHEET: 1 OF 4
ID#: 2351-192-01-001

TEMPORARY EASEMENT

LINE/CURVE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S13°56'01"W	45.00'
L2	N76°03'00"W	650.35'
L3	N13°57'35"E	45.00'
L4	S76°03'00"E	650.33'
L5	N76°03'00"W	925.88'
L6	S89°27'35"W	478.97'
L7	N00°11'49"W	45.00'
L8	N89°27'35"E	478.70'
L9	S76°03'00"E	925.88'
L10	S13°57'35"W	45.00'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	131.60'	520.00'	14°30'00"	N83°17'25"W	131.25'
C2	142.99'	565.00'	14°30'00"	S83°17'25"E	142.60'

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SHEET: 2 OF 4
ID#: 2351-192-01-001

TEMPORARY EASEMENT

LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT E, SOLITUDE COLORADO RURAL SITE PLAN DESCRIBED AT RECEPTION NO. 2005004587, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 24, ASSUMED TO BEAR N89°27'35"E A DISTANCE OF 2734.42 FEET FROM A 2" ALUMINUM CAP STAMPED "LS #5112" FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 24 TO A CALCULATED POSITION FOR THE NORTHEAST CORNER OF SAID SECTION 24:

TEMPORARY CONSTRUCTION EASEMENT "A"

BEGINNING AT A POINT WHICH BEARS S46°39'18"W A DISTANCE OF 824.59 FEET FROM SAID NORTHEAST CORNER;

THENCE S13°56'01"W A DISTANCE OF 45.00 FEET; THENCE N76°03'00"W A DISTANCE OF 650.35 FEET; THENCE N13°57'35"E A DISTANCE OF 45.00 FEET AND BEING POINT "A"; THENCE S76°03'00"E A DISTANCE OF 650.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 29,265 SQUARE FEET OR 0.672 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT "B"

BEGINNING AT A POINT WHICH BEARS N13°57'35"E A DISTANCE OF 20.00 FEET FROM SAID POINT "A";

THENCE N76°03'00"W A DISTANCE OF 925.88 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 131.60 FEET, HAVING A RADIUS OF 520.00 FEET, THROUGH A CENTRAL ANGLE OF 14°30'00" AND A CHORD WHICH BEARS N83°17'25"W A DISTANCE OF 131.25 FEET; THENCE S89°27'35"W A DISTANCE OF 478.97 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE N00°11'49"W ALONG SAID WEST LINE A DISTANCE OF 45.00 FEET; THENCE N89°27'35"E A DISTANCE OF 478.70 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 142.99 FEET, HAVING A RADIUS OF 565.00 FEET, THROUGH A CENTRAL ANGLE OF 14°30'00" AND A CHORD WHICH BEARS S83°17'25"E A DISTANCE OF 142.60 FEET; THENCE S76°03'00"E A DISTANCE OF 925.88 FEET; THENCE S13°57'35"W A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTH QUARTER CORNER BEARS N76°25'52"W A DISTANCE OF 1551.62 FEET.

SAID PARCEL CONTAINS 69,390 SQUARE FEET OR 1.593 ACRES, MORE OR LESS.

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DRN. BY: R.U.
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DATE: 12/10/25
SCALE: 1" = 400'

FILE: R14259
SHEET: 3 OF 4
ID#: 2351-192-01-001

TEMPORARY EASEMENT

LEGAL DESCRIPTION

I, CHRISTOPHER P. JULIANA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

12/10/25

CHRISTOPHER P. JULIANA, P.L.S. 31158 DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

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SHEET: 4 OF 4
ID#: 2351-192-01-001

TEMPORARY EASEMENT

Sedalia Lift Station and Force Main-Easement Acquisition

- Lift Station
- ForceMain
- PCWRA
- ALEXANDER FAMILY RANCHES LLC
- BDM CAPITAL TIME INVESTMENTS LLC
- BLACK PAW RE LLC
- CPV INC
- CORE ELECTRIC COOPERATIVE
- ICE TONG LAND & CATTLE COMPANY LLC
- PLUM CREEK WATER RECLAMATION AUTHORITY
- THE KEEP WETLANDS, LLC

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

0 1,400 2,800 5,600 Feet

CASTLE ROCK Qwater
Securing our future drop by drop

N

897

Docusign Envelope ID: E2AD7E3B-251D-876D-80F2-3D6F3665AEC5

TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Design Services

VENDOR Dewberry Engineers

AMOUNT OF PURCHASE $ 94,490

REQUESTORS NAME Erin Evans

DEPARTMENT Castle Rock Water

DEPARTMENT DIRECTOR's Approval Signed by: Mark Marlowe FEA6D2E651B2...

FINANCE DEPARTMENT's Approval Signed by: Trish Muller 47B109A71C08406...

TOWN MANAGER's (or Designee) Approval Signed by: David L. Corliss 1BB5457CFF75414...

TOWN COUNCIL's Approval, when necessary

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	☐
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	☐
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	☒

Docusign Envelope ID: E2AD7E3B-251D-876D-80F2-3D6F3665AEC5

Per Municipal Code 3.02.060:

Purchases over one thousand dollars ($1,000.00) and up to and including five thousand dollars ($5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over five thousand dollars ($5,000.00) and up to seventy-five thousand dollars ($75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over seventy-five thousand dollars ($75,000.00) require formal written sealed bids unless waived by the Town Manager for purchases up to and including two hundred fifty thousand dollars ($250,000.00) or by Town Council for purchases over two hundred fifty thousand dollars ($250,000.00) on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

Previously, a service agreement and two amendments were approved with Dewberry to complete the Young American Infrastructure Improvements Project, which was completed in 2025. Public Works (PW) and CRW have identified additional sidewalk upgrade scope that needs to be included in the waterline and pavement replacement design in order to comply with Americans with Disabilities Act requirements.

CRW staff requested a proposal from Dewberry for the sidewalk upgrades and outstanding waterline design and received a scope and fee. CRW and PW staff have reviewed the scope and cost and believe the fee proposed by Dewberry to be reasonable. Dewberry has already completed the waterline replacement design and has direct knowledge of the Town's needs for the additional scope and is familiar with the project constraints, which provides continuity in design services and allows the work to be completed efficiently.

Docusign Envelope ID: 25ECD2C1-B427-895D-80AB-A72FF6D17179

TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Golf Equipment for Red Hawk Ridge Golf Course

VENDOR LLJMWT, LLC d/b/a L.L. Johnson Distributing Company, Inc.

AMOUNT OF PURCHASE $ 999,662.83

REQUESTORS NAME Jeff Brauer, Diretcor of Parks and Recreation

DEPARTMENT Parks and Recreation

DEPARTMENT DIRECTOR's Approval DocuSigned by: Jeff Brauer C2023CB0DAEE460...

FINANCE DEPARTMENT's Approval Signed by: Trish Muller 47B109A71C08406...

TOWN MANAGER's (or Designee) Approval Signed by: David L. Corliss 1BB5457CEE75414...

TOWN COUNCIL's Approval, when necessary

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	☒
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	☐
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	☐

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The requesting department must provide written justification to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

The Town intends to purchase golf course maintenance equipment from L.L. Johnson Distributing Company, the authorized regional distributor for Toro equipment, utilizing Sourcewell Cooperative Purchasing Contract #112624-TTC pricing. The attached proposal reflects competitively solicited Sourcewell contract pricing, including applicable service fees for delivery, setup, and freight.

Use of Sourcewell satisfies the Town's competitive procurement requirements while reducing administrative time and ensuring nationally bid, volume-discounted pricing. This approach is consistent with prior Council-approved equipment purchases utilizing cooperative procurement methods.

L.L. Johnson provides local sales, service, and parts support, ensuring operational continuity. Standardizing Toro equipment across operations improves efficiency, reduces maintenance complexity, and lowers lifecycle costs.