



## Town Council Agenda - Final

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

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Tuesday, October 15, 2024

6:00 PM

Town Hall Council Chambers  
100 North Wilcox Street  
Castle Rock, CO 80104  
[www.CRgov.com/CouncilMeeting](http://www.CRgov.com/CouncilMeeting)

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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](http://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](http://www.CRgov.com/CouncilComments) by 1:00 p.m. October 15, 2024, 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](mailto:accessibility@CRgov.com) or submit an accommodation request form at [www.CRgov.com/A11yRequest](http://www.CRgov.com/A11yRequest)

**5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION**

**6:00 pm INVOCATION**

**6:05 pm CALL TO ORDER / ROLL CALL**

- **PLEDGE OF ALLEGIANCE**

- **COUNCIL COMMENTS**

1. [PROC 2024-011](#) **Proclamation: Domestic Violence Awareness Month & Purple Thursday** (For Presentation - Approved on October 1, 2024, by a vote 7-0)

- **UNSCHEDULED PUBLIC APPEARANCES**

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

- **TOWN MANAGER'S REPORT**

2. [ID 2024-109](#) **Update: Calendar Reminders**
3. [ID 2024-110](#) **Update: Monthly Department Reports**
4. [ID 2024-111](#) **Presentation: Your Town Academy Graduating Class**

5. [ID 2024-112](#) Update: Third Quarter Major Projects
6. [ID 2024-113](#) Update: Lost Canyon Ranch Open Space Master Planning Process
7. [ID 2024-114](#) Update: Water Court Cases *[Cases located in Douglas County, Weld County and other areas near the Lower South Platte River]*
8. [ID 2024-115](#) Update: Quasi-Judicial Projects
9. [ID 2024-116](#) Development Services Project Updates

- **TOWN ATTORNEY'S REPORT**

- **ACCEPTANCE OF AGENDA**

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

- **CONSENT CALENDAR**

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

10. [ORD 2024-021](#) Ordinance Approving the Grant of a Cable Franchise to Comcast Colorado IX, LLC, and Authorizing the Execution of a Cable Franchise Agreement Between Comcast Colorado IX, LLC, and the Town of Castle Rock (Second Reading - Approved on First Reading on October 1, 2024, by a vote 7-0)

11. [MIN 2024-019](#) Minutes: October 1, 2024 Draft Minutes

- **QUASI JUDICIAL HEARINGS**

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

12. [ORD 2024-022](#) Ordinance Annexing to the Town of Castle Rock, Colorado, 681.07 Acres of Land Owned by the Town and Located in Section 16 and the North Half of Section 21, Township 8 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado [Lost Canyon Ranch Annexation] (First Reading)
13. [ORD 2024-023](#) Ordinance Approving the Initial Zoning for 681.07 Acres of Land Owned by the Town of Castle Rock, Colorado, and Located in Section 16 and the North Half Of Section 21, Township 8 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado [Lost Canyon Ranch Annexation] (First Reading)

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

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



14. [RES](#)                      Resolution Approving the Proposed 2025 Fiscal Year Operating  
[2024-104](#)                      Plan and Budget for the Miller's Landing Business Improvement  
District

-                      **RECESS TO CASTLE ROCK URBAN RENEWAL AUTHORITY BOARD  
MEETING AND FESTIVAL PARK COMMONS GENERAL IMPROVEMENT  
DISTRICT MEETING**

**Castle Rock Urban Renewal Authority Board Meeting**

15. [URA MIN](#)                      Minutes: Approval of the October 17, 2023 Minutes  
[2024-001](#)
16. [URA RESO](#)                      Resolution Adopting the 2025 Fiscal Year Budget for the Castle Rock Urban  
[2024-001](#)                      Renewal Authority

**Festival Park Commons General Improvement District Meeting**

17. [FPC MIN](#)                      Minutes: Approval of the October 17, 2023 Minutes  
[2024-001](#)
18. [FPC RESO](#)                      Resolution Adopting the 2025 Fiscal Year Budget for the Town of Castle  
[2024-001](#)                      Rock Festival Park Commons General Improvement District
19. [FPC RESO](#)                      Resolution Levying General Property Taxes for the Town of Castle Rock  
[2024-002](#)                      Festival Park Commons General Improvement District for the Year 2024, to  
be Collected in 2025

-                      **RECONVENE TOWN COUNCIL MEETING - ADVERTISED PUBLIC  
HEARINGS & DISCUSSION ACTION ITEMS**

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

20. [RES](#)                      Resolution Ratifying the 2025 Fiscal Year Budget and Mill Levy for  
[2024-105](#)                      the Town of Castle Rock Festival Park Commons General  
Improvement District *[Parking Garage Adjacent to Encore  
Condominiums, 115 Wilcox Street]*
21. [ORD](#)                      Ordinance Approving the Third Amendment to the 2024 Fiscal Year  
[2024-024](#)                      Budget by Making Supplemental Appropriations for the 2024 Fiscal  
Year (First Reading)
22. [RES](#)                      Resolution Approving a Construction Contract Between the Town  
[2024-106](#)                      of Castle Rock and L.E.R., Inc. d/b/a Renner Sports Surfaces for  
the Centennial Park Court Replacement Project *[Location: 22 N.  
Gilbert Street]*

23. [RES](#)  
[2024-107](#)      **Resolution Approving the Fourth Amendment to the Town of Castle Rock Services Agreement with SaBell's Civil and Landscape, LLC, for Concrete Removal and Placement Services**  
*[Centennial Park Court Replacement Project]*
24. [RES](#)  
[2024-108](#)      **Resolution Approving the Intergovernmental Agreement Between the Town of Castle Rock and Parker Water and Sanitation District Regarding the Platte Valley Water Partnership** *[located in Morgan, Washington, Logan and Sedgwick Counties]*
25. [RES](#)  
[2024-109](#)      **Resolution Approving an Intergovernmental Agreement with Central Colorado Water Conservancy District for South Platte River Basin Project Partnerships** *[Douglas and Weld Counties]*
26. [RES](#)  
[2024-110](#)      **Resolution Approving the Intergovernmental Agreement Between the Town of Castle Rock and the Central Colorado Water Conservancy District Regarding the Sublette Recharge and Chatfield Reservoir Project** *[Douglas and Weld Counties]*
27. [RES](#)  
[2024-111](#)      **Resolution Approving a Spot Water Lease Agreement between the Town of Castle Rock and Central Colorado Water Conservancy District** *[Chatfield Reservoir, Douglas County]*

-      **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 TO EXECUTIVE SESSION - NOT TO RETURN**

28. [EXEC](#)  
[2024-009](#)      **Executive Session: A conference with the Town Attorney, to be conducted in accordance with Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on the Douglas County Pine Canyon Development Rezoning and Water Appeal**



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 1. **File #:** PROC 2024-011

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

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

**Proclamation: Domestic Violence Awareness Month & Purple Thursday** (For Presentation - Approved on October 1, 2024, by a vote 7-0)

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### **Executive Summary**

Town Council to present this Proclamation on October 15, 2024.



## PROCLAMATION

# DOMESTIC VIOLENCE AWARENESS MONTH AND PURPLE THURSDAY

**WHEREAS** October is known as Domestic Violence Awareness Month, an annual campaign that raises awareness about the impacts of intimate partner violence and its consequences, while signifying to survivors that they are not alone; and,

**WHEREAS** one in three women and one in nine men will experience intimate partner violence in their lifetime; the highest incidence occurring between the ages of 16 and 24, entering a cycle of violence that is hard to escape alone; and,

**WHEREAS** 1 in 15 children are exposed to domestic violence and 90% of these children witness the abuse; children who witness domestic violence are at an increased risk for post-traumatic stress disorder, aggressive behavior, anxiety, impaired development, difficulty interacting with peers, academic problems, and have a higher incidence of substance abuse; and,

**WHEREAS** domestic violence is a serious crime that affects people of all races, ages, gender, education and income levels; the crime of domestic violence violates an individual's privacy, dignity, security, and humanity; and,

**WHEREAS** everyone has the right to have healthy relationships, have access to trauma informed services and education that affirms that domestic violence is not acceptable; and,

**WHEREAS** providing trauma informed services to survivors is critical in eliminating domestic violence, and that obligation falls on the entire community and needs to be a local priority.

**NOW, THEREFORE, the Town Council of the Town of Castle Rock does hereby proclaim October 17th, 2024, as Purple Thursday in honor of Domestic Violence Awareness Month.**

**PASSED, APPROVED AND ADOPTED** this 15th day of October 2024, by the Town Council of the Town of Castle Rock, Colorado.

ATTEST

TOWN OF CASTLE ROCK

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor





# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 2. **File #:** ID 2024-109

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

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

**Update:** Calendar Reminders

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### Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

# TOWN MANAGER'S REPORT

DAVID CORLISS, TOWN MANAGER  
OCTOBER 15, 2024





# TOWN MANAGER'S REPORT

## DOUGLAS COUNTY LIBRARY BOARD OF TRUSTEE INTERVIEWS

- Thursday November 7, 2024
- Council Interest/Availability

# UPCOMING CALENDAR ITEMS

<b>22</b> OCT	<b>Meet &amp; Greet at Lost Canyon Ranch Open Space, 4:30-6 p.m.</b> Lost Canyon Ranch former residence
<b>5</b> NOV	<b>Town Council Meeting, 6 p.m. (dinner at 5 p.m.)</b> Town Hall Council Chambers
<b>11</b> NOV	<b>Veterans' Day Holiday – Town Offices Closed</b> Recreation Center and MAC normal hours
<b>19</b> NOV	<b>Town Council Meeting, 6 p.m. (dinner at 5 p.m.)</b> Town Hall Council Chambers
<b>21</b> NOV	<b>Partnership of Douglas County Governments (PDCG) Elected Officials Reception, 6-8 p.m.</b> Black Bear Golf Club, 11400 Canterbury Pkwy, Parker
<b>28-29</b> NOV	<b>Thanksgiving Holiday Observed – Town Offices Closed</b> Recreation Center and MAC closed on Thursday, Normal hours on Friday



# NEIGHBORHOOD MEETINGS

Scheduled on Town calendar:

**16  
OCT**

**2266 Fifth St Senior Multifamily Housing Rezoning, 7 p.m., Hybrid @ Castle Rock Recreation Center, 1<sup>st</sup> Meeting**

Proposing to rezone to allow for a 54,081sqft multifamily structure to house adults 55 years and older. The proposed project is located southwest of the intersection of Woodlands Boulevard and Fifth Street.

**4  
NOV**

**City Hotel, 5:30 p.m., Virtual, 3<sup>rd</sup> Meeting**

Proposing a new four story 33 room hotel project that includes 2,578 square feet of commercial space and the restoration of the historically landmarked City Hotel building, located at 415 Perry Street.

\*These meetings are tentative:

**7  
NOV**

**\*310 Wilcox St Façade Changes, 5:30 p.m., Virtual, 1<sup>st</sup> Meeting**

Proposing façade changes, located northeast of the intersection of Wilcox and Third Streets.

**12  
NOV**

**\*Terra Monte/YardHomes Annexation, Zoning (2<sup>nd</sup>) & Site Development Plan (1<sup>st</sup>), 6 p.m., Hybrid @ TBD**

Proposing to annex 32.29 acres to be zoned for residential, open space and limited neighborhood commercial uses, with a total of 165 homes, located at the northwest corner of Plum Creek Parkway and Ridge Road.

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## HIGHLIGHTS from CRgov.com/Events

20  
OCT

Fall Festival and Creepy Crawlies Around the Rock, 10 a.m. to 3 p.m.  
Festival Park, 300 Second Street

25  
OCT

Fangtastic Festival, noon to 3 p.m.  
Festival Park, 300 Second Street

26  
OCT

Spooktacular, 1 to 4 p.m.  
Philip S. Miller Park, 1375 W. Plum Creek Parkway

THRU  
OCT 30

Ghostly Stories and Tragic Tales of Castle Rock, multiple dates and times  
Castle Rock Museum, 420 Elbert St., [CastleRockMuseum.org](http://CastleRockMuseum.org)

2  
NOV

Pie Bake-Off 10:30 a.m. to 2 p.m.  
The Millhouse at Philip S. Miller Park, 1381 W. Plum Creek Parkway

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# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 3. **File #:** ID 2024-110

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

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

**From:** Shannon Eklund, Executive Assistant

**Update: Monthly Department Reports**

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### **Executive Summary**

Attached are the Monthly Department Reports for activity in September 2024.





# Development Services

## September 2024 Monthly Report





# Development Services

September 2024 Monthly Report



## Inside this issue:

Page 3: Employee Recognition

Page 4: New Land Use Submittals

Page 7: Actions and Updates

Page 9: Development Snapshot

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



Brinkerhoff and Bar Hummingbird restaurants in the Promenade



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



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



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



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

## News from the Director

The Development Services Building Division is responsible for ensuring commercial and residential building structures in the Town of Castle Rock are safe and conform to uniform building codes.

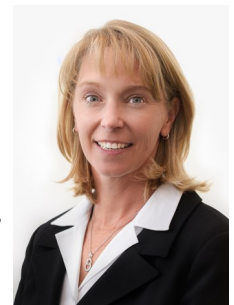
The Division reviews building permit applications, issues building permits, performs building inspections, issues contractor's licenses, enforces building codes and maintains building records.

Building permits and inspections are required by Town Code to keep your property and loved ones in a safe living environment during and after construction. Permits and inspections are needed for new residential homes, remodels (basement finish, etc.), decks, roofs, new commercial buildings, commercial building remodels, plumbing, elevators, electrical, retaining walls, etc.

Each month, the Building Division staff processes hundreds of building permits, ranging from simple permits like a new hot water heater or deck, to constructing an entire new home or commercial building. The inspection team conducts thousands of inspections each month to determine building or project code compliance.

Before your next construction or renovation project, visit [CRgov.com/Building](https://www.CRgov.com/Building) for information and resources.

To learn about development in Castle Rock, visit our webpage at [www.CRgov.com](https://www.CRgov.com).



Tara Vargish, PE  
Director  
Development  
Services

## Staff Anniversaries



**Congratulations to Sharon Chavez, Development Services Technician, on 9 years with the Town!**



**Congratulations to Dena Paulin, Planner II, on 10 years with the Town!**



**Congratulations to Abbigail Nichols, Enterprise Business Analyst, on 2 years with the Town!**



## Customer Service Survey



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

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

**466** surveys distributed  
**30** May responses

Here are some comments from our customers in September:

- “Just want to note how refreshing your process is compared to other municipalities in the Front Range. Fantastic!”
- “Keep up the good work!”
- “Everyone I have worked with has been courteous, responsive and helpful.”
- “The process is very easy and better than a lot of other jurisdictions.”
- “**Colby Riggins** was very courteous and professional. He listened to my questions and his answers were clear and concise. A very pleasant man.”
- “**Tammy King** has been absolutely terrific resource for us when submitting for sign permits. I personally am not usually the person in my company to this and she has been polite and rapid in her responses to my questions. We truly appreciate her.”
- “**Cindy Brooks** at the building counter delivers world class 5 star service every time I reach out to her. I reach out to her directly because she always has a quick solution to solve my issues.”
- “**Tracy Shipley** made my visit into the office extremely pleasant.”





## Administrative Projects

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



### **210 Third Street, Scileppi's**

Design revisions to add ADA parking and ramp for Scileppi's Restaurant patio seating addition.

### **203 N. Perry Street**

Construction documents for Little School on Perry Street building addition and renovation of the historically landmarked structure and other site improvements for a future day care facility.

### **295 Gordon Court**

Site development plan for addition of 750 square-foot, single-story, accessory dwelling unit.

### **Chateau Valley**

Flood plain modification study for 423-unit residential subdivision, located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision.

### **Liberty Village, PA8**

Landscape design revision for 19 single-family home project, located on Castle Oaks Drive between the two intersections of Pleasant View Drive.

### **Meadows, Prairie Hawk Dental**

Landscape revision and wall addition for transformer on adjacent property for Prairie Hawk Dental, located at 3768 Limelight Avenue.

### **Meadows**

Drainage design revision for roadway and utility infrastructure improvements for extension of Virtuoso Loop.



### **Dawson Trails**

Early grading design revisions for Dawson Trails Boulevard North.

### **Dawson Trails**

Flood plain modification study for North Dawson Tributary/Dawson Trails Boulevard project.

## Administrative Projects

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



### Meadows, Taft House

Site development plan amendment for Taft House existing pool and amenities remodel, including drainage and grading revisions, located at 3570 Celestial Avenue.

### Meadows

CORE easement agreement for 77 single-family residential project, located at Coachline and Wolfensberger Road.

### Town project, Parks and Recreation

Erosion control plans for Centennial Park tennis and basketball court renovation project, located at 22 N. Gilbert Street

### Town project, Parks and Recreation

Construction documents and erosion control plans for Cantril School ADA improvements, located at 312 N. Cantril Street.



### The Brickyard

Construction documents for public infrastructure improvements for mixed-use project, located at 401 Prairie Hawk Drive.

### The Brickyard

Industrial tributary flood plain modification study along site's northern boundary for mixed-use project, located at 401 Prairie Hawk Drive.

### The Brickyard

Industrial tributary flood plain modification study and erosion control plans for public infrastructure improvements for mixed-use project, located at 401 Prairie Hawk Drive.

### The Brickyard

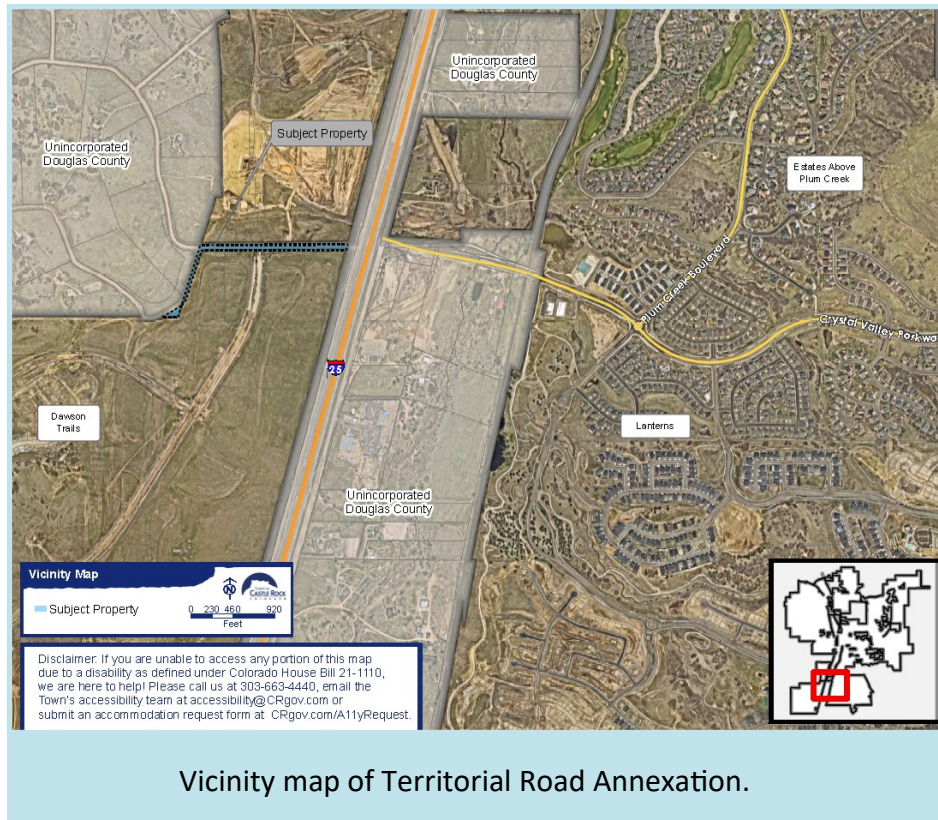
Plat and subdivision improvements agreement to create 9 lots, 14 tracts, various easements and right-of-way dedication for mixed-use project, located on Prairie Hawk Drive, north of Plum Creek Parkway and south of Topeka Way.



## Public Hearings Required

Submittals requiring public hearings can include a variety of topics such as, zoning, residential and larger commercial site development plans and buffering of properties.

### Territorial Road Annexation



Vicinity map of Territorial Road Annexation.

### Project Highlights

- Proposing the annexation and zoning of several parcels of land totaling 2 acres
- ACM Dawson Trails VIII JV LLC and the Town of Castle Rock are co-petitioners
- Most of the parcels will be zoned for mixed-use development within the Dawson Trails Planned Development and assimilate into the adjacent planning area
- Parcels remaining in future right-of-way will be zoned as public land
- Located adjacent to Councilmember Dietz's district

## Boards and Commissions

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



### Board of Adjustment

**September 5, 2024**

Meeting canceled.



### Design Review Board

**September 11, 2024**

Meeting canceled.

**September 25, 2024**

Meeting canceled.



### Board of Building Appeals

**September 9, 2024**

The Board of Building Appeals held its regularly scheduled meeting and approved the minutes from the last meeting, heard Town Council updates and discussed upcoming ballot measures.



### Historic Preservation Board

**September 4, 2024**

The Historic Preservation Board held its regularly scheduled meeting and heard an application request for design review for a new single-family home at 104 North Lewis Street in the Craig & Gould neighborhood. The Historic Preservation Board recommended approval with conditions of the design review for the single-family home by a vote of 5-0. The condition of approval was for the applicant to work with staff on a siding material that was more in line with recommendations made in Castle Rock Style. The Board then adjourned to a work session where they received legal training.



### Planning Commission

**September 12, 2024**

Meeting canceled.

**September 26, 2024**

The Planning Commission held its regularly scheduled meeting and heard items that included the review of the initial zoning for the 681-acre Lost Canyon Ranch parcel and the review of the Costco Warehouse Site Development Plan. The Planning Commission voted 7-0 to forward a recommendation of approval to Town Council for the Lost Canyon Ranch initial zoning application and 6-0 to forward a recommendation of approval to Town Council for the Costco Warehouse Site Development Plan.



# TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: September 2024



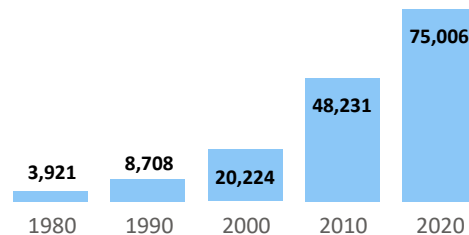
## Population

86,315

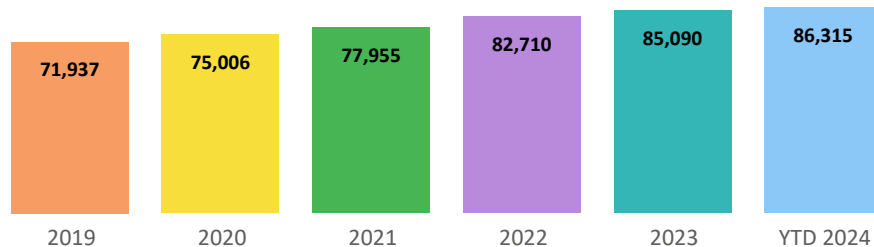
Estimated Population based on the total number of occupiable residential units



### Historic Population



### Recent Population



## Zoning Division

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

**10** Sign Permits Issued    **4** Temporary Use Permits Issued    **29** Code Compliance Cases Opened



- Sign Compliance Responses 3
- Signs Removed from the Right of Way 303
- Site visits 130
- Notices of Violation Sent 15
- Business Licenses Reviewed 19

## Planning/Development Review

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

### Pre-Applications

**13**

New Pre-Applications This Month

**78**

Year-to-Date Pre-Applications

**30%**

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

A pre-application meeting is required prior to any land-use submittal. Meeting may review conceptual ideas that never lead to a formal submittal.

Pre-applications expire and must be resubmitted after 12 months.

### New Development Applications

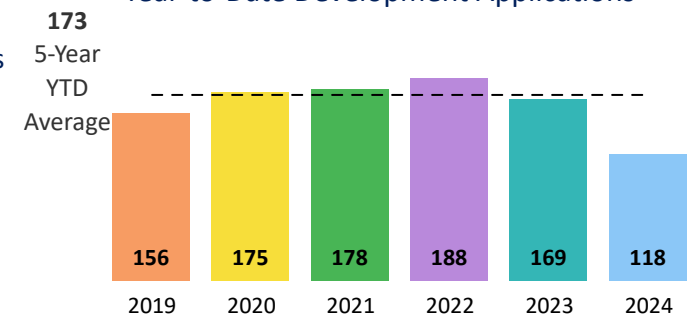
**9**

New Development Project Applications this Month

**5**

Other Project Applications this Month

### Year-to-Date Development Applications



### Development Reviews

#### Monthly Reviews Completed

**6**

First Reviews

**14**

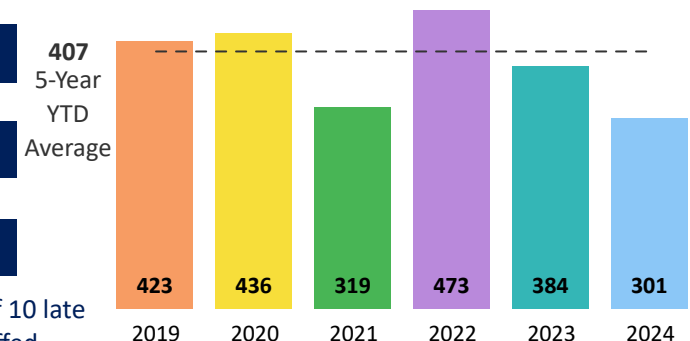
Second Reviews

**13**

Third Reviews or More

407  
5-Year  
YTD  
Average

#### Year-to-Date Planning/Development Reviews



\*on time with the exception of 10 late reviews due to being short staffed.

# TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: September 2024



## Building Division

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

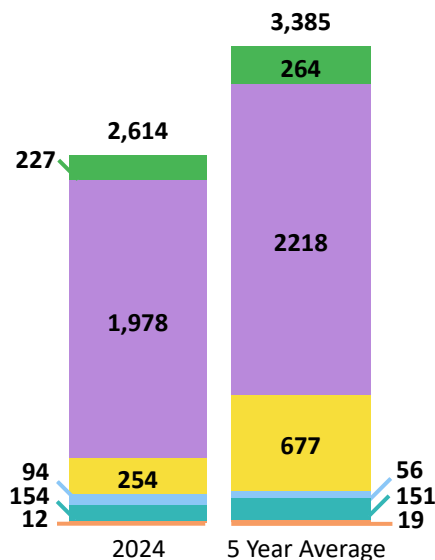
Development Services staff process permits, conduct inspections, respond to code violations and review plan submittals each month. This snapshot highlights staff activity during the previous month for the Zoning Division, Building Division and Planning/Development Review. Information on previous months can be found in the [Development Services' Monthly Report Archive](#).

### Building Permit Applications Received

#### Year-To-Date Building Permit Applications Received

	2024
COMMERCIAL NEW	12
COMMERCIAL OTHER	154
COMMERCIAL REMODEL	94
RESIDENTIAL NEW	319
RESIDENTIAL OTHER	2,535
RESIDENTIAL REMODEL	227
<b>Total</b>	<b>3,341</b>

	5 Year Average
COMMERCIAL NEW	19
COMMERCIAL OTHER	151
COMMERCIAL REMODEL	56
RESIDENTIAL NEW	677
RESIDENTIAL OTHER	2,218
RESIDENTIAL REMODEL	264
<b>Total</b>	<b>3,385</b>



### Building Permits Reviewed

#### Monthly Building Permit Reviews by Type



- Commercial Tenant Improvements within 10 days: 7
- New Commercial within 20 days: 10
- New Residential Master Plans within 20 days: 8
- Residential Remodel within 5 days: 27



109  
347  
1,902

Building Fees Calculated: 110 Within 3 days

Building Permits Issued

Inspections Completed: 1,896 Within 24 Hours

### Building Permits Issued



26

Single Family  
Permits Issued this  
Month



0

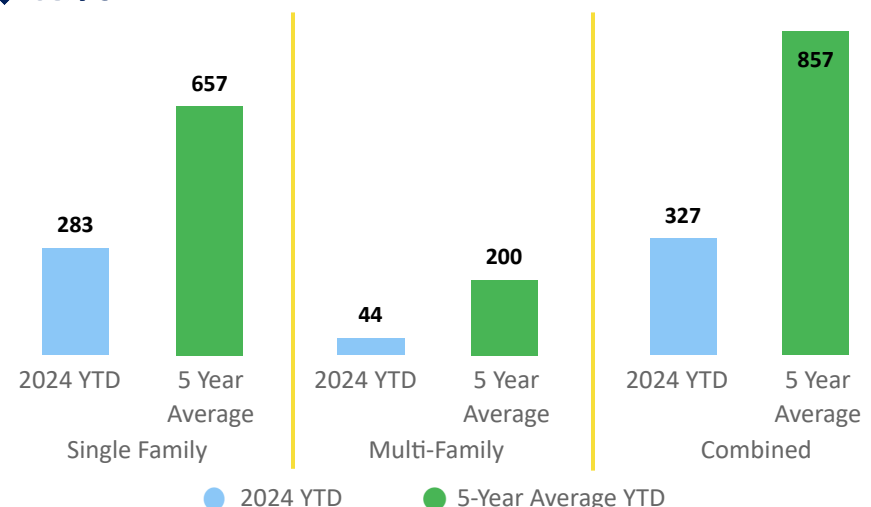
Multi-Family Units  
Issued this Month



49K

Square Feet of  
Commercial Space  
Permitted Year-To-Date

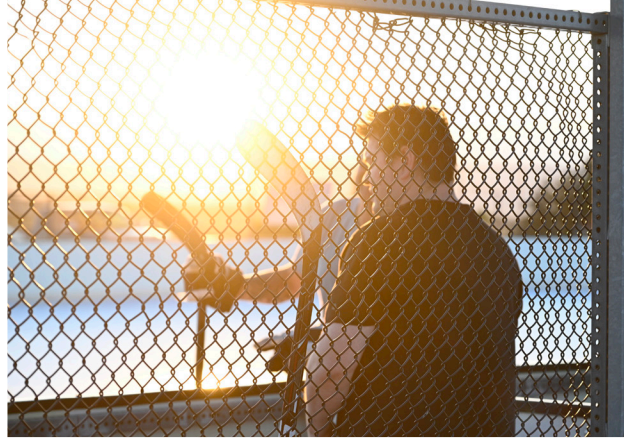
↓47% Commercial Space Permitted Compared to the 5 Year Year-To-Date Average







Castle Rock  
**PARKS &  
RECREATION**  
September 2024  
Monthly Report





# UPCOMING

## Events

View up-to-date information at [CRgov.com/Events](https://CRgov.com/Events).

OCTOBER  
**11**  
**EMERALD PARK GRAND OPENING CELEBRATION**  
5 to 7 p.m.  
Emerald Park

OCTOBER  
**20**  
**FALL FESTIVAL FEAT. CREEPY CRAWLIES AROUND THE ROCK**  
10 a.m. to 3 p.m.  
Festival Park

OCTOBER  
**26**  
**SPOOKTACULAR**  
1 to 4 p.m.  
Philip S. Miller Park

NOVEMBER  
**2**  
**PIE BAKE OFF**  
10:30 a.m. to 1 p.m.  
Millhouse at Philip S. Miller Park

NOVEMBER  
**23**  
**STARLIGHTING**  
2 to 6 p.m.  
Downtown Castle Rock and Festival Park

Join us for the Festival Park Farmers Market, recurring through Oct. 20.



# CAPITAL PROJECT UPDATES

## *Parks, Open Space & Trails*

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

[CRgov.com/ProjectUpdates](https://CRgov.com/ProjectUpdates) unless noted otherwise.

### JOIN US FOR THE EMERALD PARK GRAND OPENING CELEBRATION

There's no place like... a neighborhood park, and the Town of Castle Rock's newest one is nearly complete. We'll pull back the curtain at the grand opening celebration from 5 to 7 p.m. on Friday, Oct. 11.



Lions and tigers and bears, oh my! Join us at Emerald Park, 2225 Emerald Drive, and be among the first to experience what our park wizards have created.

Dress for

a visit to the Emerald City and enjoy games, activities, music, food trucks and more.

Named Emerald Park following public input last year, the property sits adjacent to Plum Creek Golf Club. In 2019, Town Council approved the purchase of the 7.6-acre property to preserve it for future park development.

The design for the park was determined based on community input and features half-court basketball, pickleball courts, plaza areas with shade and seating, bocce ball courts and space for other yard games, and an all-season restroom. Two playgrounds — one for ages 2 to 5, and one for ages 5 to 12 — a boulder play structure, a looped walking path, walkway lighting and a new parking lot round out the park amenities.

### PARTNERSHIP TO ACQUIRE LOST CANYON RANCH AWARDED COSA BLUE GRAMA AWARD

The Town of Castle Rock was recently awarded a Blue Grama Award by the Colorado Open Space Alliance. The recognition for Outstanding Achievement in Community Partnership and Collaboration celebrates the partnerships that made the acquisition and preservation of Lost Canyon Ranch possible.

COSA is a statewide organization of local and regional open space programs, working cooperatively to share information, create public awareness and foster partnerships needed to protect and preserve the special places of Colorado. This prestigious annual award recognizes achievements made in open space conservation, management, or community engagement through partnerships and collaborative efforts.

The acquisition of the 681-acre Lost Canyon Ranch, finalized in May 2024, represents a remarkable conservation success that was realized through partnerships between the Town, Castle Rock Water, Douglas County, Douglas Land Conservancy, Great Outdoors Colorado and The Conservation Fund.

"Castle Rock residents regularly name the preservation of open space as a top priority in biannual community surveys.

The Town is honored that COSA has recognized the great achievement toward that goal that was made possible through these committed

partners coming together," said Town of Castle Rock Mayor Jason Gray.



Through this innovative collaboration, Lost Canyon Ranch — one of the last undeveloped large-acreage properties near Castle Rock — is now permanently protected as open space. This ecologically and historically significant land is preserved from development and the natural, scenic and cultural resources contained within the property will remain a vital resource for the residents of Castle Rock, Douglas County and Colorado.

# UPCOMING

## Fall Events

Fall is in the air, and there's no better way to celebrate than at one of our free events this month.

### SPOOKTACULAR

Celebrate all things not-so-spooky at the Town of Castle Rock's annual Spooktacular. Young trick-or-treaters are invited to join the celebration Saturday, Oct. 26, at the Amphitheater at Philip



S. Miller Park.

Enjoy children's activities at this free event including carnival-style games, a fall photo display for selfies by the pond and candy galore. Plus, don't miss a chance for kids

to win yummy baked goods during a rousing game of musical cakes! Take your family-friendly costumes for a test run and don't forget to bring a bag to collect treats.

Because of the popularity of this event, families are asked to attend according to the following schedule:

1 to 2 p.m. — sensory hour, for kids who need a quieter space to play  
2 to 3 p.m. — last names starting with letters A through L  
3 to 4 p.m. — last names starting with letters M through Z  
Many nonfood prizes and treats will also be available for those with allergy concerns. A nutritional values binder will also be provided for parents. This is an outdoor event, so please dress for the weather.

### FALL FESTIVAL

There is something special about this season at Festival Park, so head down to enjoy fall fun from 10 a.m. to 3 p.m. on Sunday, Oct. 20. The Fall Festival is full of activities, seasonal vendors and all things autumn, as well as a Halloween-themed animal booth from Nature's Educators.

Shop from your Festival Park Farmers Market favorites, plus many more harvest-themed vendors at this event organized by the LOCAL Colorado. You'll find locally created seasonal treats and holiday gifts, fall produce and much more.

Families can also participate in activity stations such as outdoor games, pumpkin decorating, fall crafts and a festive photo booth. And don't miss your chance to buy a locally grown

pumpkin to carve or decorate. Food, drinks, treats, beer and mead will be available to purchase from some of your favorite local vendors.

Douglas Land Conservancy

will also join the fun with Creepy Crawlies Around the Rock, presented by Nature's Educators. This educational animal booth will include some of Castle Rock's creepiest creatures such as snakes, toads and other invertebrates. More information is available at [CRgov.com/RockAnimals](http://CRgov.com/RockAnimals).





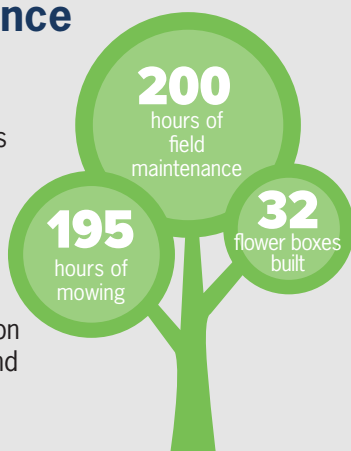
# SEPTEMBER OPERATIONS

## *By the Numbers*

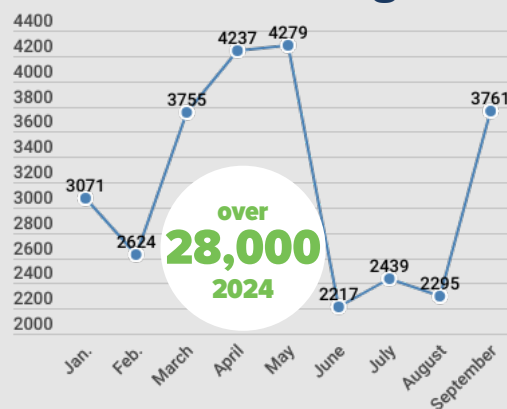
### Parks Maintenance and Operations

This month the Parks Maintenance and Operations division spent

- 540 hours on holiday light installation;
- 40 hours on weed management;
- 24 hours on construction and special projects; and
- 252 hours on irrigation maintenance.

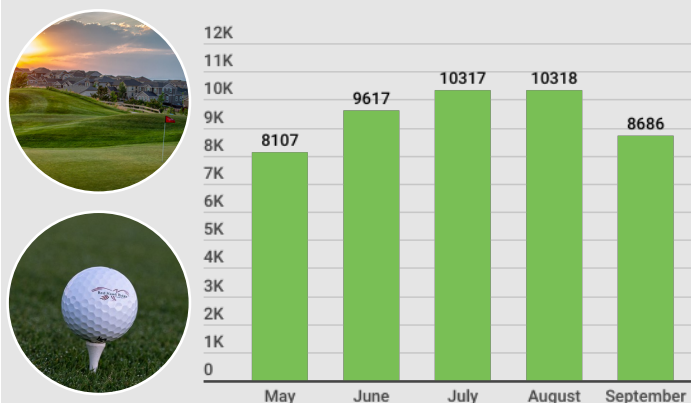


### RockREC Registrations



This data represents the number of online program registrations completed via the RockREC app or the desktop version of the site, Recreation.CRgov.com

### Red Hawk Ridge Golf Course



### POST Partners Volunteer Program



171 volunteers



377 volunteer hours



11 events



82 trash bags collected

### Facility Operations



increase in paid admissions at the Rec Center compared to Sept. 2023



increase in membership monthly billing over Oct. 1, 2023



Pottery memberships introduced at Cantril School on Oct. 1

### Park Pavilion and Trolley Rentals

The Town Trolley is available for rent for a variety of events, including field trips, historic landmark tours, weddings, nights on the town, and special event parking transportation.

12 trolley rentals



104 pavilion rentals



Pavilions at Town parks are also available for rent throughout the year, with the rest being available on a first-come, first-served basis. Rental numbers for both assets typically rise with warmer weather.

# THERAPEUTIC RECREATION

## *Summary*

### THERAPEUTIC RECREATION ZUMBA DANCE CREW

In preparation for the Glow Dance Party this month, Therapeutic Rec participants were invited to learn a Zumba program. Nine participants showcased their new skills on the Amphitheater stage to kick off the fundraising event!

The Glow Dance Party raised over \$4,000 for the Therapeutic Recreation program through over 240 registrations and sponsorships. In addition to the Glow Dance Zumba Crew, four other programs were offered in Therapeutic Recreation in September, including Inclusive Pickleball, Special Olympics Golf, Adaptive Swim Lessons and Adapted Flag Football. These programs served 55 individuals ages three to 28.



# SUMMER CAMPS 2024 RECAP

**11**  
weeks of  
summer  
camps



**2,627**  
summer  
camp  
participants



**1,969**  
participants  
in state-  
licensed  
camps



**75** staff,  
including aides,  
counselors and  
coordinators



**610**  
participants  
in specialty  
camps



**\$648K+**  
gross revenue generated



**4,681**  
waitlisted campers



**48**  
therapeutic campers,  
with 35 more waitlisted

## What parents said

- “Staff is friendly & the kids have a great time. Thanks for doing all the fun activities & making sure they’re busy during the summer.”
- “The Staff was incredible and created a wonderful experience for the kids! The camp was very organized and well run!”
- “Our son always loves these camps and the camp counselors. Katie is AWESOME and always responsive if we have questions about registration or want to try to get onto a waiting list.”

## What staff said

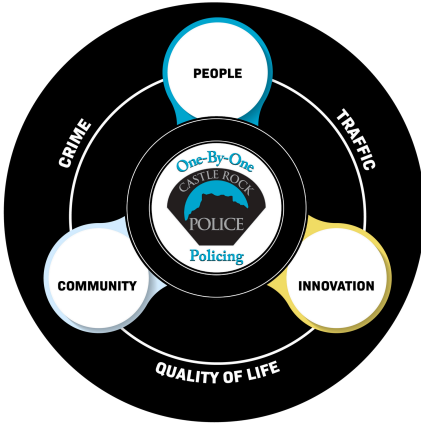
- “I thought all the coordinators and supervisors did a good job of listening to what people needed and adjusting as they need to, very flexible.”
- “Loved superhero week! It was a lot of fun for the kiddos. Most of the crafts were also super fun. I also liked how there was switching between the weeks for Multisport in terms of which sports were played. And for Great Outdoors, pretty much all the activities we do are fantastic and the kids love them.”





# Monthly report: September 2024

## ► SPOTLIGHT ◀



A message from  
Chief of Police  
Jack Cauley



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

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

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

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



## Bank Robbery Suspect Apprehended



"Cases like this take months to solve. Our members were able to resolve it in less than 24-hours."

- Castle Rock  
Police  
Commander  
Sam Varela

On Tuesday, September 10th, at approximately 2:15 p.m., the Castle Rock Police Department responded to the area of Fifth and S. Wilcox streets on a report of a bank robbery where the suspect discharged a gun and demanded cash. Officers and detectives quickly responded to the scene, and it was determined no one had been injured. Good citizen statements, along with evidence collected, allowed officers to identify the suspect and his getaway vehicle within minutes of the crime occurring.

CRPD tracked the suspect to a location in Johnstown. Working in conjunction with the FBI - Denver Rocky Mountain Safe Streets Task Force and the Johnstown Police Department, the subject was taken into custody without incident Sept. 11th.

## Castle Rock Police Department

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

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



@CRpoliceCo | Police@CRgov.com | TipLine 720.733.3517

# Leading with success

## Crime: Person\*

Crime	August 2024	2024 Total YTD	2023 Total YTD
Sex offenses	0	11	8
Aggravated assault	1	8	8

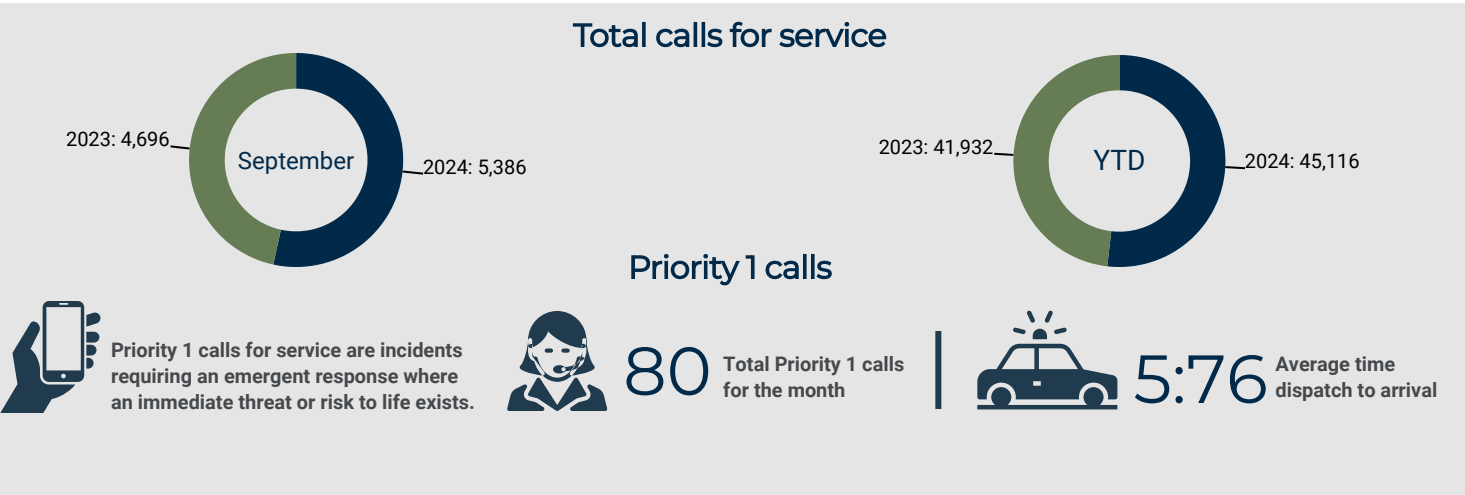
\*Persons and Property crimes are reported for the previous month due to the transition to NIBRS reporting.

## Crime: Property\*

Crime	August 2024	2024 Total YTD	2023 Total YTD
Burglary	2	40	59
Robbery	0	3	0
Motor vehicle theft	1	29	53
Theft from motor vehicle	4	45	76

## Crime: Total offenses

Crime	August 2024	2024 Total YTD	2023 Total YTD
Persons crimes	28	182	168
Property crimes	105	904	1153
Society crimes	26	167	117
Total	159	1,253	1,438

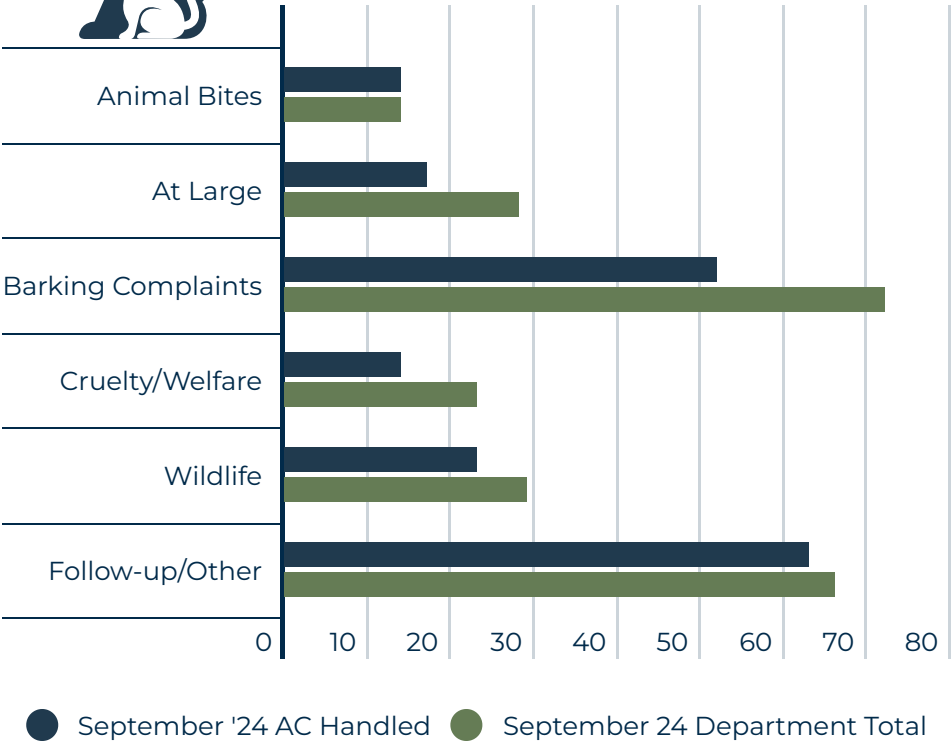


# Additional Performance Measures

Community Response Team: Calls for service

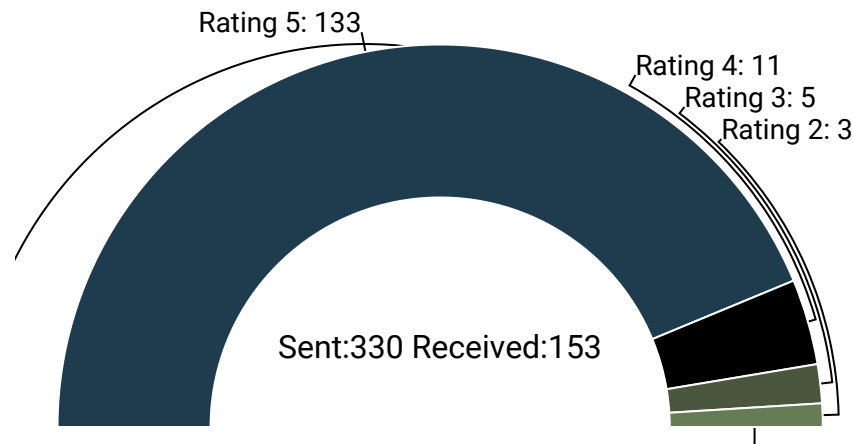


Animal Control Team: Calls for service



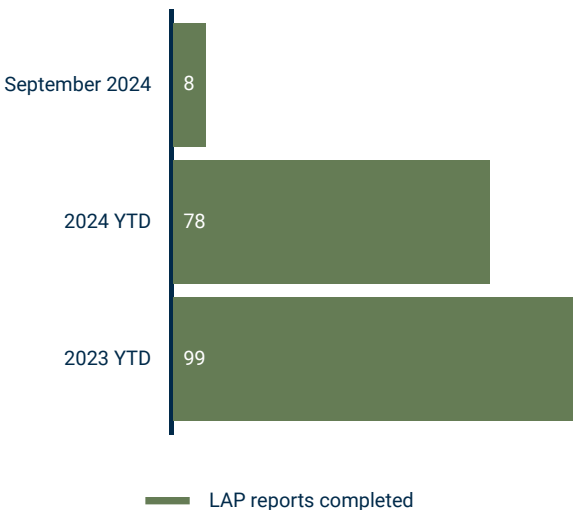
## Customer survey results

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



## Domestic violence lethality assessment

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



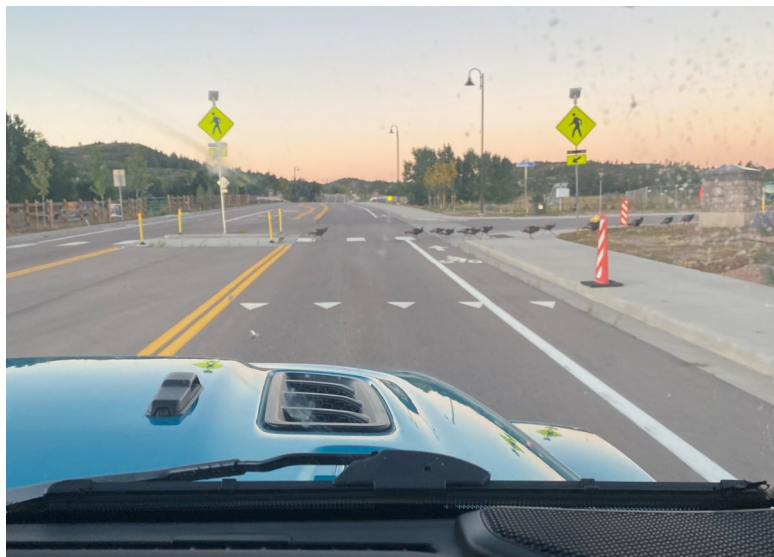


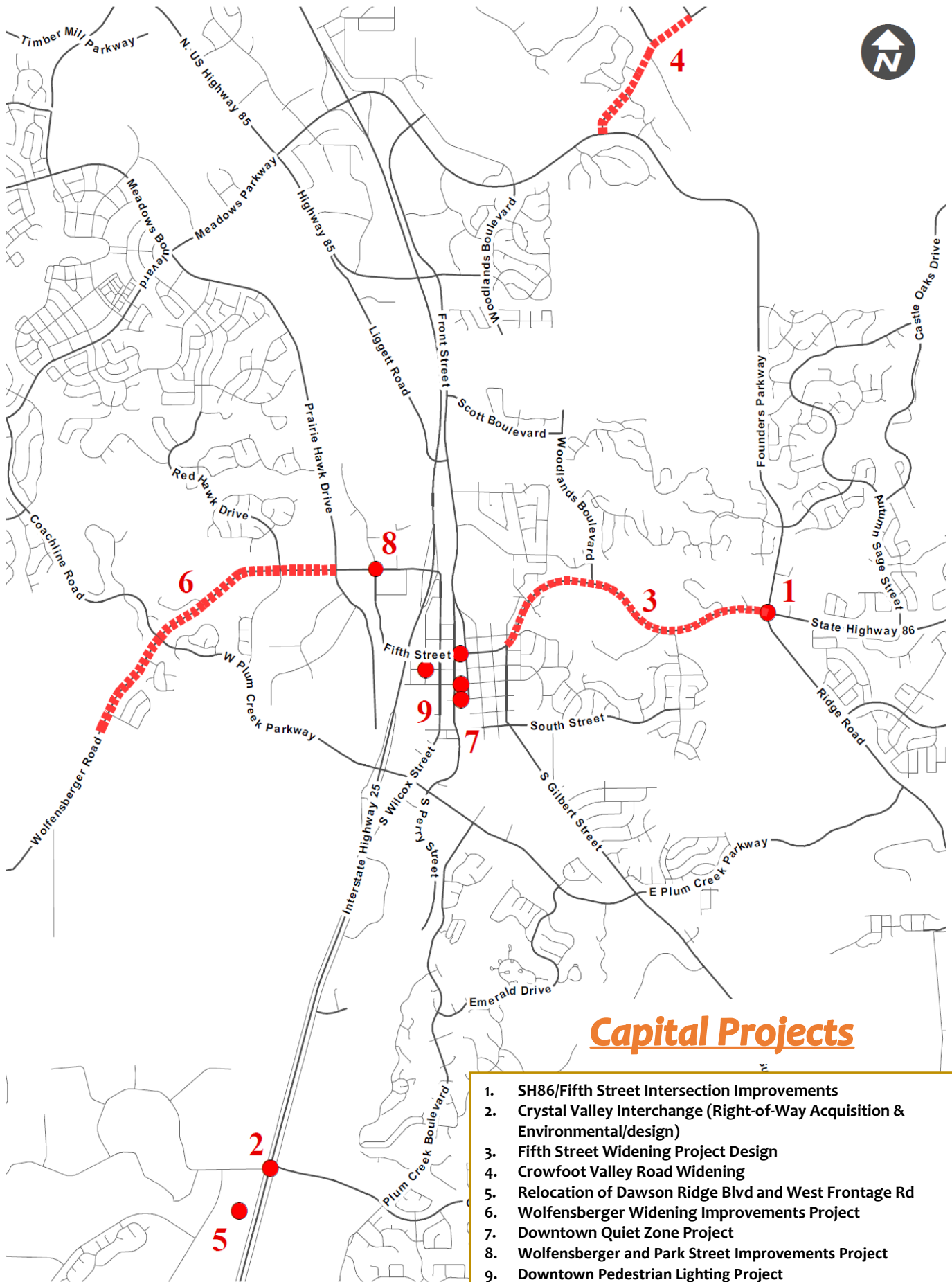
# Monthly Report

September 2024

The Public Works Department operates under the **CAN DO** philosophy – We are committed to doing the job right with a positive attitude while staying dedicated to meeting the needs of our Town values and continually searching for opportunities to improve.

**PW Mission:** To provide outstanding service, safety and support for transportation infrastructure and maintenance.







**1. Founders Parkway (SH86)/Fifth Street Intersection “Four Corners” Improvements** – This project will enhance one of the primary intersections in Town. Founders Parkway, SH-86, Ridge Road and Fifth Street intersect at the project location. Each leg of the intersection is classified as a major arterial facility and the intersection is currently operating above its capacity. The improvements this project will implement include:

- Intersection will remain a full movement four-way intersection. Additional turn lanes and acceleration lanes will be added.
- Traffic signal improvements will be made to incorporate the larger intersection.
- Pedestrian and bicycle improvements will be constructed on all four sides of the project.
- Stormwater detention and water quality improvements will be constructed to capture the additional surface volume from the new intersection.

**Phase: Construction**

- Construction continues on all four phases
- Paving operations continue on Ridge Road
- Initial paving on CO 86 has been completed
- Median work on Fifth Street continues
- Temporary traffic control roundabout configuration for intersection removal work was set up and in place on October 1.
- Permanent seeding and stabilization are being installed on all permanent slopes

**Budget:** \$12,400,000 total funding

**Targeted Construction Completion:** Winter 2024

**2. Crystal Valley Interchange – Construction Activities** – The purpose of this project is to build an interchange with I-25 in the southern end of Town which will reduce congestion at the Plum Creek interchange, on S. Wilcox and the E. Frontage Rd., and improve access to the highway for Crystal Valley Ranch, Montaine, and the future Dawson Trails developments.

**Phase: Construction—Package 1**

- Concrete pavement is being placed on northside of roundabout at Crystal Valley Parkway and the E. Frontage Road
- Electric conduit installation is complete in preparation of street lighting
- Grading of stormwater ponds continue and the installation of the pond attributes (trickle channels and outlet structures)

**Budget:** \$17,196,090.70

**Phase: Design/Construction—Package 2**

- Embankment continues on eastside bridge abutment and approach
- Caisson drilling for the westside abutment
- Traffic shift on SB I-25 is complete and barrier will be completed week of 9/23
- Toll lane on I-25 was adjusted per CDOT direction and is back in service
- Groundbreaking was held on Thursday, September 26.

**Budget:** \$7,580,000 total Design funding

\$78,400,000 total Construction funding

**Design Completion:** Spring of 2024

**Targeted Construction Completion:** Summer 2027

**3. Fifth Street Widening—Pre-construction** – Fifth Street is a major arterial connecting local and regional travel between the easterly portions of Town and I-25. Roadway and pedestrian improvements for Fifth Street have been identified within the 2017 Transportation Master Plan (TMP) that will maintain adequate capacity and ensure efficient road network connections for future development.

The Fifth Street Widening Project will complete all design elements for implementation of the fully built-out transportation network from South Gilbert Street to Ridge Road in two separate construction phases. The improvements include:

- Widen to 4-lanes from Woodlands Boulevard to Ridge Road
- Add on-street bike lanes between Gilbert Street and Ridge Road
- Add sidewalks from Sixth Street to Ridge Road
- Roundabout and signal light construction at Woodlands Boulevard and Valley Drive respectively.

**Phase: Design & ROW**

- Design consultant began work to break project into phases
- Negotiations with a number of property owners continue for purchase of properties
- Closed on two property acquisitions
- Seven offers made for property acquisition adjacent to Town right-of-way
- Continue Verizon communications line relocation

**Budget:** \$3,200,000 total funding

**Design Completion:** Late 2024

**Right-of-way acquisition:** Late 2024

**\*Targeted Construction Completion:** Phase 1: Late 2025, Phase 2: Late 2029

**4. Crowfoot Valley Road Widening** – This project involves the widening of Crowfoot Valley Road from the intersection of Knobcone Drive to the Town boundary. The objective of this project is to reduce congestion due to current and forecasted traffic volumes, as well as safety improvements for both vehicles and pedestrians alike. The project will include:

- Roadway widening to four through lanes
- Right and left turn auxiliary lanes where warranted
- Signal at Sapphire Pointe intersection
- Complete sidewalks throughout the project corridor

**Phase: Design & ROW**

- Began property acquisition processes for project needs
- Finalized CORE electric relocation designs.
- Continued to progress design toward 100% (construction ready) level

**Budget:** \$810,000 total funding

**ROW Acquisition:** 2024

**Design Completion:** 2024

**\*Targeted Construction Completion:** Late 2025

**5. Relocation of Dawson Ridge Blvd and West Frontage Rd –**

The purpose of this project is to relocate the I-25 West Frontage Road to the west of the BNSF Railroad tracks to provide access to the surrounding neighborhoods and residents after the Crystal Valley Interchange is complete.

**Phase: Construction** – The following is a summary of the activities performed this month:

- Contractor continues mass grading for the roadway
- Construction of storm pipe and storm ponds continues
- County began construction on their portion of Dawson Trails

**Budget:** \$11,555,000 total funding

**Targeted Construction Completion:** Summer of 2025

**6. Wolfensberger Widening Improvements Project-**

Wolfensberger Road is a major arterial connection for local and regional travel between the westerly portions of Town and I-25. Roadway and pedestrian improvements for Wolfensberger have been identified within the 2017 Transportation Master Plan (TMP) that will maintain adequate capacity and ensure efficient road network connections for future development.

The Wolfensberger Widening Improvements Project will complete all design elements for the implementation of the fully built out transportation network from the western Town limits to Prairie Hawk Drive.

- Widening roadway to a full 4-lane arterial section between Prairie Hawk Drive and Coachline/Plum Creek Pkwy. 2-lane arterial from Coachline/Plum Creek Pkwy to Town limits.
- Addition of sidewalk along both sides of Wolfensberger
- Roundabout construction at Red Hawk/Auburn and Wolfensberger Intersection
- Removal of existing traffic signal
- Stormwater drainage improvements
- Implementation of on street bike lanes West/East bound

**Phase: Planning/Design**

- Land appraisal reports have been completed for three parcels. Remaining reports will be completed in the next few weeks
- Land acquisition consultant and Town staff working on offers for two parcels
- Right of way acquisition will continue throughout 2024
- Design start up has been pushed to 2029

**Budget:** \$2,500,000 total funding

**Design Completion:** TBD

**Right of Way Acquisition:** 2024

**\*Targeted Construction Completion:** TBD

**7. Downtown Quiet Zone Project -**

This project will implement a quiet zone through the downtown Castle Rock area. In order to implement the quiet zone, improvements must be constructed at three railway crossings: Second Street, Third Street and Fifth Street. The scope of the improvements to be constructed with this project include: additional crossing

gates, pedestrian crossing improvements, ADA improvements, sign and marking improvements, curb and gutter additions and general railroad (Union Pacific, i.e., UP) coordination. The benefits of this project will be improved safety for vehicles and pedestrians and improved quality of life for downtown businesses, residents and patrons.

**Phase: Implementation** - The following is a summary of activities performed this month:

- Quiet Zone is in effect as of September 18

**Budget:** \$1,800,000 total funding

**Targeted Construction Completion:** Complete

**Targeted Implementation:** Complete

**8. Wolfensberger and Park Street Improvements Project-**

Wolfensberger Road is a major arterial connection for local and regional travel between the westerly portions of Town and I-25. Roadway and pedestrian improvements for Wolfensberger and Park Street have been identified to increase intersection operations and provide better pedestrian access to the Downtown area.

The Wolfensberger and Park Street Improvements Project will complete all design elements for the implementation of pedestrian and transportation improvements.

- Relocate traffic signal pole
- Increase sidewalk width
- Replace existing ADA ramps
- Construct additional turn lane on Park Street

**Phase– Construction**

- Improvements on the east side of Park Street have been completed
- Structural engineer completed redesign and realignment of the retaining wall
- Retaining wall poured per new design
- Caisson for signal pole relocation to be drilled week of October 1
- Unforeseen utility relocation, retaining wall redesign and a slight change in design grades have pushed the project completion date to late October
- Outreach for project is being communicated through Community Relations

**Budget:** \$937,000

**Targeted Construction Completion:** September 2024

**9. Downtown Pedestrian Lighting Project –** This is a project to install pedestrian lights to improve public safety, visibility, mobility, and access to destinations Downtown by installing new pedestrian light fixtures to increase lighting levels.

- Staff received concurrence to award from CDOT and Town Council approved the construction contract. Next step is issuing Notice to Proceed (NTP) to Morton Electric and holding pre-con meeting. Pre-pre meeting was held with CDOT staff in September.

**Budget:** \$600,000

**Construction Completion:** End of year 2024

*\*These schedules are subject to change based on adjusted revenue forecasts and results of bids received.*

**Traffic Signal System Upgrades** – This is a multi-year project which is on-going as funds are available. The project has included proven technology advances at signalized intersections for safety and efficient daily operations.

- Staff is a part of the CDOT managed, adaptive signal system project that has implemented adaptive signal timing on Founders Parkway, and Meadows Parkway, and Factory Shops Boulevard. Eight abutting Town signals are included in the system. Before and after comparison of travel time and number of vehicle stops in operations will be made.
- Phase II of the Town's ATSPM project includes software development and signal timing. Project acceptance testing is scheduled and project closeout and final invoicing is anticipated by Fall 2024.
- The Town returned comments for a draft IGA to CDOT for Connected Vehicle hardware in order to begin the project. Once executed this two-year project will kick off in earnest.

**Budget:** \$868,700

**Targeted Construction Completion:** April 2026

**2024 Safety Project** – This project includes concrete safety devices in conjunction with the Pavement Maintenance Program, installation of pedestrian crossing beacons (RRFBs) at six locations, Intelligent Transportation System (ITS) on Meadows Blvd to warn drivers of signal changes and queue awareness, and intersection and corridor safety improvements.

- Pre-con meeting held with Adiona Transportation Systems for construction of ITS project on Meadows Blvd – Adiona procuring equipment for project.
- RRFB equipment is being assembled and installed.
- Safety improvements along Plum Creek Pkwy is on hold until other construction projects impacting traffic flow are complete.

**Budget:** \$410,000

**Targeted Construction Completion:** End of 2024

**Illuminated Street Name Signs** – All the previously ordered illuminated street name signs (ISNS) and hardware have been received by the Town; staff is coordinating installation. Sign locations include: Founders Pkwy and Rising Sun, Founders Pkwy and Ridge Road (Four Corners), Wolfensberger and Park St, and Wolfensberger and Caprice.

- CIP project at Wolfensberger and Park St will install ISNS and necessary electrical components.
- The Four Corners project has installed ISNS at this intersection.
- Town staff held pre-con with CDOT staff for installations at CDOT intersections. Founders/Rising Sun is complete and Founders/Front is in progress.

**Budget:** \$73,582

**Targeted Construction Completion:** Fall 2024

**Safe Streets for All (SS4A) Safety Action Plan** – The Town was awarded a SS4A grant to create a Comprehensive Safety Action Plan (CSAP). The plan aims to expand on the biennial Crash Facts Report to identify a High Injury Network (HIN) and High Risk Net-

work (HRN) and focus on making improvements in areas with a high potential for crash reduction.

- Fehr & Peers (F&P) created an interactive dashboard of crash history, and a presentation slide deck explaining the crash history and systemic analysis findings. [Project Website](#)
- Multiple follow up stakeholder meetings held in September and scheduled in October to discuss specific countermeasures and intersections analyzed by project; these stakeholders included Douglas County School District, CDOT, Police Department, Fire Department, and Development Services.

**Budget:** \$300,000

**Targeted Plan Completion:** Fall 2024

## Engineering Division

### 2024 PMP

The PMP continues its efforts in the West PMP area.

### Sidewalk, Curb and Gutter Improvements

Additional curb and gutter repairs were approved along Plum Creek Blvd. The contractor started these repairs on September 30 and is scheduled to be complete by mid-October.

### Asphalt Overlay Project

The contractor continues curb, gutter and sidewalk repairs, and is scheduled to start milling and paving operations the week of October 14-18.

### Slurry Seal Project

The contractor is scheduled to remobilize for the remaining slurry seal on Ireland Moss St. and Morningview Dr. in early October.

### Full Depth Reclamation Project

The contractor has completed all planned work within contract time and under budget. The contractor is scheduled to complete all punchlist items and demobilize by mid-October.





## 2024 Facilities Parking Lot Improvements Program

The contractor completed scheduled work at Bison Park, Wrangler Park, E. Plum Creek Trail and 4<sup>th</sup> & Perry St. parking lots.



Work continues at Castle Rock Water's yard and front parking lots. The scope of work at the 7<sup>th</sup> Street Parking Lot was increased to construct five (5) new parking spaces in coordination with the DDA. All work is scheduled to be completed by mid-October.

## 2024 Bridge Maintenance Program

The contractor, Critical Pipeline Repair completed the lining of two (2) 90" corrugated metal pipe at the Plum Creek Parkway over Sellar's Gulch bridge. Project began on September 16 and was completed on September 26. Project was completed within contract time and budget.



# Transportation Planning & Traffic Engineering Division

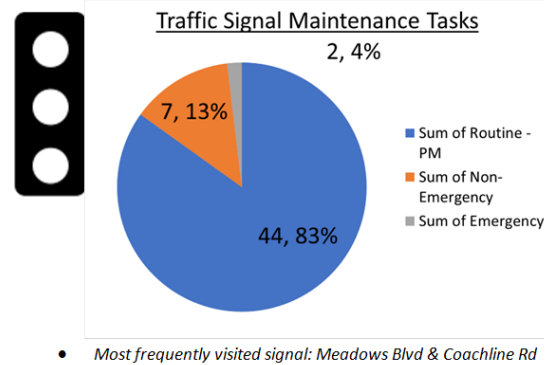
## Taxi Voucher Program

For the month of September, the Taxi Voucher Program funded 122 rides; which is a 5% increase from last year's September total of 116, and a 16% increase from last month's total rides (105). Transportation services are provided for Castle Rock citizens who cannot drive, have a disability that prevents them from driving, or do not have access to a vehicle. In September, 19 individuals used the Taxi service. Of those individuals, 79% of the rides were for work, 11% for shopping trips, and 10% for medical appointments. Thirty-eight rides were provided for people without access to a vehicle, 38 rides to seniors, and 46 rides to disabled riders.

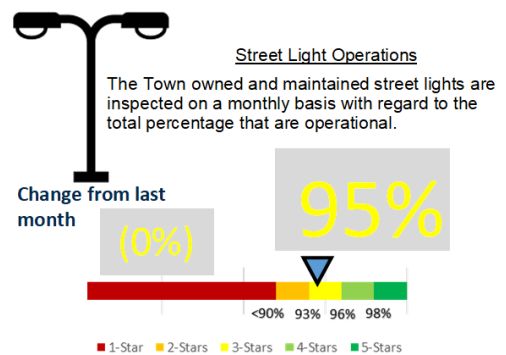
The Castle Rock Senior Center provided a total of 1,141 rides in September.

## Traffic Engineering and Operations

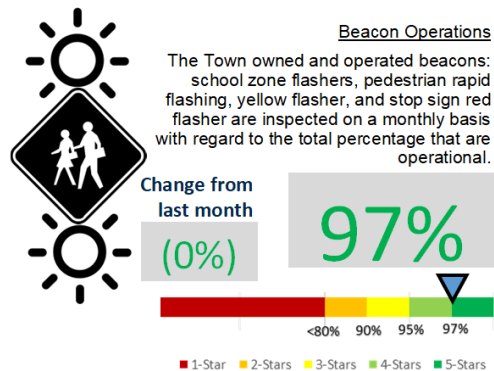
### Traffic Signal Operations and Maintenance



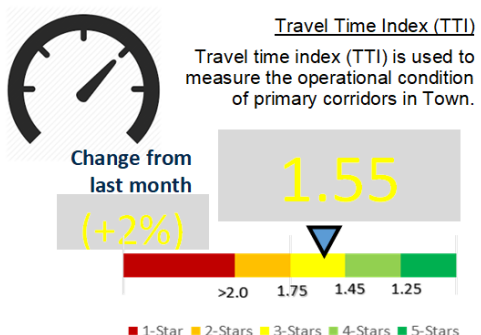
### Street Light Operations



### Beacon



### Operations



## Street Signs, Beacons and Pavement Marking Maintenance

For the month of September, the team completed 3,157 tasks. Of these tasks, 51 of them were sign work activities related to fabrication, installation, repair, replacement, inspection and investigation. 3,091 tasks were marking work activities related to fabrication, installation, repair, replacement, inspection and investigation. We had seven beacon related tasks, including wind-shield inspections of 353 beacon assets. Other tasks included six small projects, one special event, and one work zone setup. The team also provided traffic control setup and take down for the Tri the Rock event and has provided support to capital projects such as Four Corners Intersection, Quiet Zone and Fire Department's safety plaques.

Colorado Barricade, the Town's long line marking contractor is 96% complete with white and 98% complete with yellow long lines. They are 100% complete with signalized intersection markings and 78% complete with durable markings assigned to them.

Colorado Barricade, the Town's long line marking contractor is 79% complete with white and 80% complete with yellow long lines. They are 30% complete with signalized intersection markings and 56% complete with durable markings assigned to them.

## Transportation Planning

### Neighborhood Traffic Calming Program (NTCP):

The NTCP exists to verify and address quality of life items associated with vehicular traffic on local neighborhood streets and certain residential collector roadways. There were two new inquiries received in September. The streets are Third Street and Candleglow Street. Town staff has sent out the initial support petitions to the point of contacts. Staff is still waiting for the residents to return the petitions before speed studies can be ordered. Staff has also received four petitions from previous inquiries and are in the process of verifying the signatures.

### Transportation Master Plan (TMP) Traffic Projection Update:

Town staff has provided all comments to the consultant to update the report. It is expected to be completed this fall.

### Douglas County Transit and Multimodal Study:

Town of Castle Rock is a stakeholder for this county wide study. The outcome will complement the Town's Transit Feasibility Study. The current conditions section of the County report has been completed. This includes recognizing land uses, demographic data, travel patterns, and identifying initial opportunities. A fact sheet has been completed and placed on the project web page (<https://www.douglas.co.us/public-works/integrated-transit-and-multimodal-study/>). Different transit types are also being evaluated for their feasibility. Types being evaluated include regional fixed route shuttle service within the study area, local circulators, and microtransit, which is an on-demand ser-

vice. Public outreach is scheduled to begin in October or November.

### Transit Projects:

#### ***Federal Transit Administration (FTA) – Castle Rock Small Urbanized Area (UZA) Designation:***

The Town received two proposals for the study: Felsburg, Holt, and Ullevig, and Benesch. The study partners, Castle Pines, Douglas County, and the Town have agreed to award the contract to Benesch. At present, the contract and scope of work are being finalized. It is expected to begin this fall and take between 8-10 months to complete. A number of issues will be explored, including impacts of being designated a direct recipient, governance structure, funding, and conceptual services.

#### ***CDOT's Castle Rock Mobility Hub:***

CDOT and their consultant RS&H are looking at scheduling a meeting with Town staff in early October to begin discussions on the new mobility hub study for the potential Bustang stop. Following the October staff meeting, CDOT has been asked to discuss the mobility hub at a November Town Council meeting.

#### ***Front Range Passenger Rail (FRPR):***

Public Works and Development Services staff met with the FRPR staff to discuss the potential train station in the Town and where it should be located. Town management also met with the FRPR staff in early October to discuss the potential Castle Rock train station. The FRPR District is planning to place a tax measure on the November 2026 ballot to help fund the train service.

## Fleet Services

As you drive around Castle Rock and see the different departments providing first-class service throughout the community, you will notice how they rely on their Town vehicles. The Fleet Division takes pride in knowing that those vehicles are reliable and safe to operate and that they are providing a service for our community and our residents. Our services support the Police and Fire Departments, Public Works, Parks and Recreation and Castle Rock Water. We also support the important functions of Development Services, Engineering, Traffic, Signs and Markings, the Recreation and Activity Center and Town Hall.

The Fleet Services Division continues to provide a high level of service to the Town departments. The Fleet Division completed 123 work orders ranging from capitalization, general repairs, preventative, road calls, vendor repairs and warranties. Our staff continues to produce at a high level and completed most of the repairs within 24 hours. The overall fleet availability was 97% during the month. The fleet utilized 14,677 gallon of fuel in September with fuel prices slightly higher than previous months.



The new vehicle and replacement program is very close to receiving all vehicles for 2024. There are eight (8) purchase orders that have vehicles shipped or in production. It is projected that 2 to 3 of these will carry forward into 2025 due to scheduling backlog at the heavy truck upfitters. Our upfitting activities continues to put new assets in service. The staff have put two new Facilities trucks in service and several Police vehicles, including the first Chevrolet Tahoe for the Police Department. We have 27 active work orders going into October that include 11 waiting for delivery of Police equipment.

We put six new vehicles in service for the Streets Division. These new vehicles include a new motor grader, two street sweepers and three work trucks.

The Fleet Services Manager is preparing to auction some of our used/replaced assets sometime in October or November. Assets no longer needed for service will be advertised on a public auction site. We are hoping to get a significant amount of revenue from the auction. New vehicle bids and solicitation has begun for the 2025 budget.



Preventative Maintenance on Unit 181 VacCon Sewer truck. Our column lifts have no problem lifting the 38,580 pounds

## Street Operations & Maintenance Division

During the month of August, the Street Operations & Maintenance Division (SO&MD) performed work in the following areas:

- \*Asphalt Maintenance
- \*Crack Seal & Mastic Operations
- \*Road Shoulder Maintenance
- \*Road Verge Maintenance
- \*Bridge Painting
- \*Street Sweeping

### Asphalt Maintenance

Asphalt repair continues to be a primary focus for the Division. The crews dedicated 711 hours to numerous repair efforts all over Town. Many were large, full depth patches from damage or utility cuts some and a few were smaller mill and fill or pothole repairs. Over the month, 89 tons of hot mix asphalt were used during these repairs.

### Crack Seal and Mastic Operations

The team also worked to address a significant number of transverse cracks that had developed in the Knobcone area. The team

worked to get this addressed by utilizing a mastic repair over the course of two weeks. Mastic is a hot sealant material strengthened with fibers and aggregate to create an effective structural repair. Presently, 5,285 pounds of mastic has been used to repair more than 40 of the 61 identified cracks. This operation will be finalized in the first week of October.

Pre PMP Crack Seal operations were also undertaken on roadways in next year's PMP area that are not scheduled for more significant repair such as slurry seal, mill and overlay, or full depth reconstruction.

### Road Shoulder Maintenance

The team continued to maintain the road shoulder areas in Town by repairing washouts and re-establishing proper drainage where needed. Recycled asphalt millings, road base, and native soil is used as appropriate to carry out the needed repair. The team dedicated 267 hours to reshaping 1.65 edge line miles of roadway shoulders.

### Road Verge Maintenance

The Division dedicated 349 hours to mowing, trimming, and trash pick up along 174.76 edge line miles of Town maintained verge. The most visible impact of this operation is to the aesthetics of the roadway, and it also serves a vital safety function by allowing a driver the ability to find a safe place to exit the roadway should the need arise.

### Street Sweeping

The AM downtown and business area sweep operation continued through the month as the team worked overnight to sweep these areas when the traffic is the lightest. This allows the downtown and business areas to be kept clean and inviting. The operation resulted in the removal of 24 cubic yards of material from 64.7 lane miles of Town.

### Bridge Maintenance

The Streets Division completed the painting of the four bridges downtown. During the month, the team utilized 340 hours to clean and paint the bridges to maintain the aesthetic appeal, but most importantly to protect the bridges from the salt used during the snow and ice control operations.

### Looking ahead

For October, Streets Division anticipates the completion of the mastic operation in Knobcone, the planning of the Fall sweep operation, and snow plow training for all plow drivers in Town. Additionally, the Division will continue both crack seal and asphalt repair operations.

FM

# Town Manager's Office

DoIT

Under the direction and guidance of the Town Manager and Assistant Town Managers, each division

MC

within the Town Manager's Office has established performance objectives, generally linked to the Town's long-term Vision. This report highlights the divisions' performance relative to their objectives, as well as other key accomplishments.

COMHR

FM

FACILITIES  
MAINTENANCE

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

DoIT

DIVISION OF  
INNOVATION  
AND  
TECHNOLOGY

Partners with departments Townwide to strategically implement technology that is secure and well-supported

MC

MUNICIPAL  
COURT

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

COM

COMMUNICATIONS

Facilitates community outreach and involvement for departments Townwide

HR

HUMAN  
RESOURCES

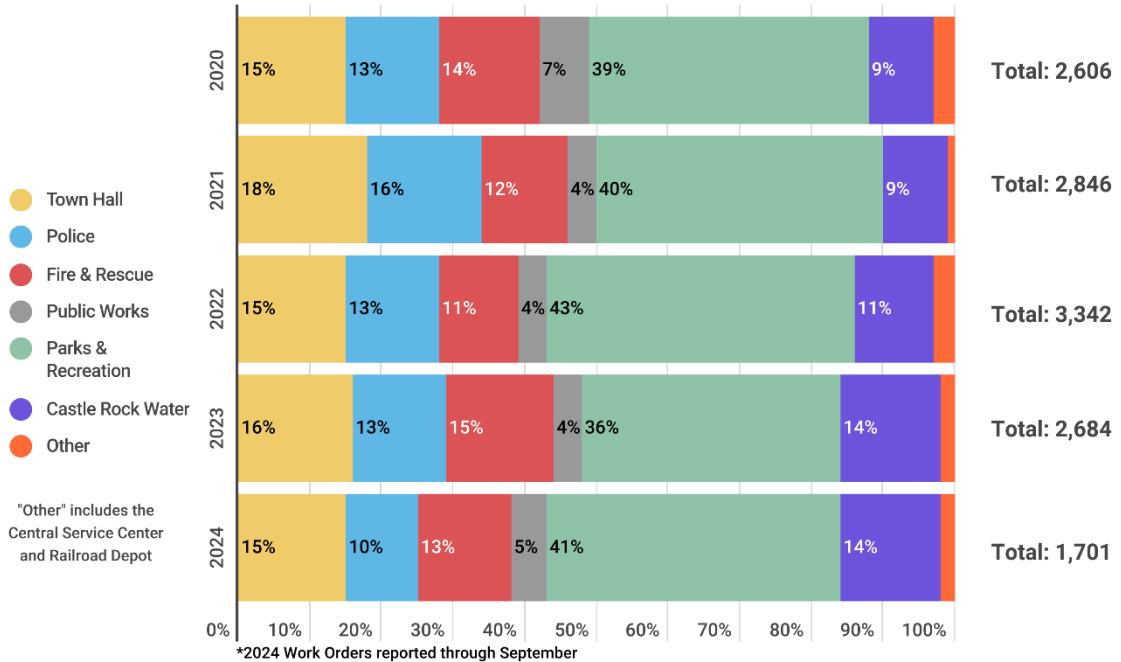
Serves as an internal consulting resource, provides innovative programs in support of the Town's values and fosters positive work relationships



- ▶ In September, the Facilities team handled **229** work orders including **57** preventative maintenance activities and **25** custodial inspections
- ▶ There were no emergency work orders in September
- ▶ Completed pottery and art room updates at the Cantril building
- ▶ Completed steam generator replacement at the Rec Center
- ▶ Planning and support for numerous projects including the Cantril renovation, ADA concrete repairs at the Service Center and Fire Station #155, furniture and office changes for Finance and more

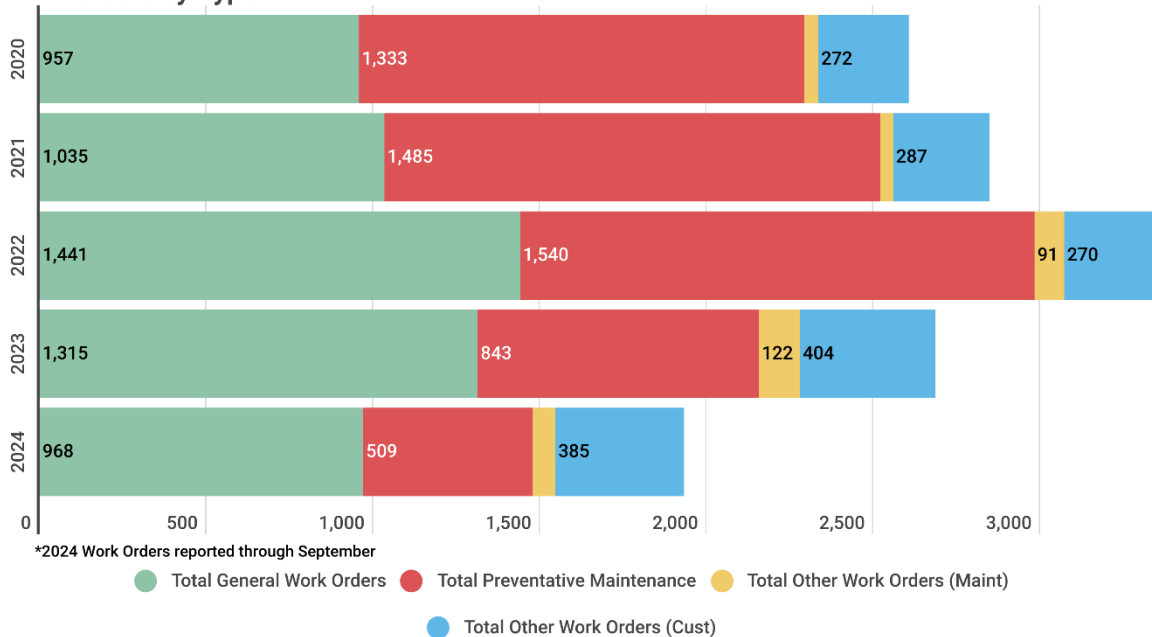
# Facilities Division

## Work Order % by Department



# Facilities Division

## Work Orders by Type



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



# DoIT Key Accomplishments

- ▶ DoIT conducted **five** Townwide trainings in September
- ▶ Successful upgrades to Veeam Backup software and Townwide Cisco switches
- ▶ Attended the National Real Time Crime Center Conference
- ▶ Attended the Statewide Internet Portal Authority Conference
- ▶ Recycled **200** end-of-life electronic devices



# DoIT

## Help Desk

Addressed **355** total tickets, with an average time to resolve of **45** hours

There were **four** emergency tickets this month, **100%** of which were resolved within one calendar day (80% is the goal)

There were **23** urgent priority tickets this month, **100%** of which were resolved within two calendar days (85% is the goal)

There were **289** medium priority tickets this month, **98%** of which were resolved within 10 calendar days (90% is the goal)

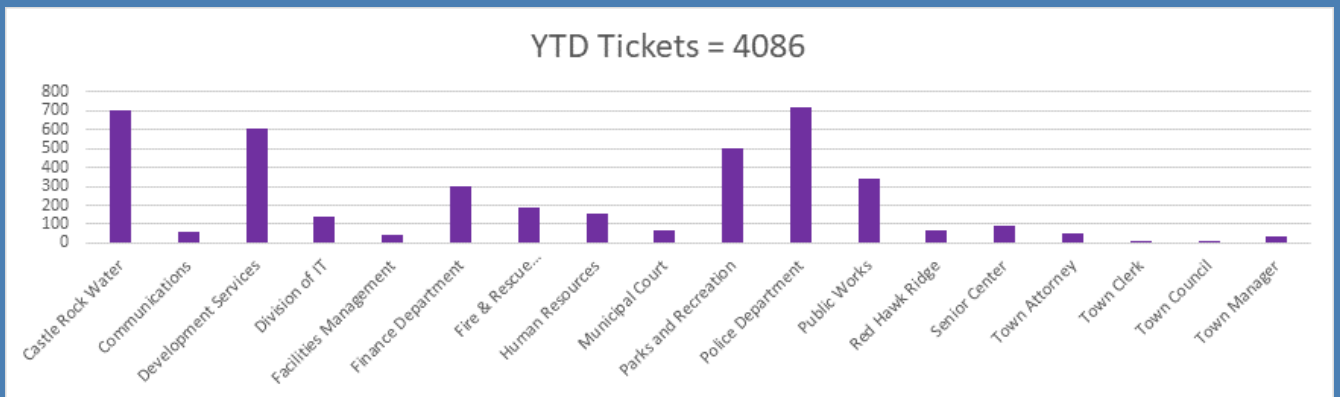
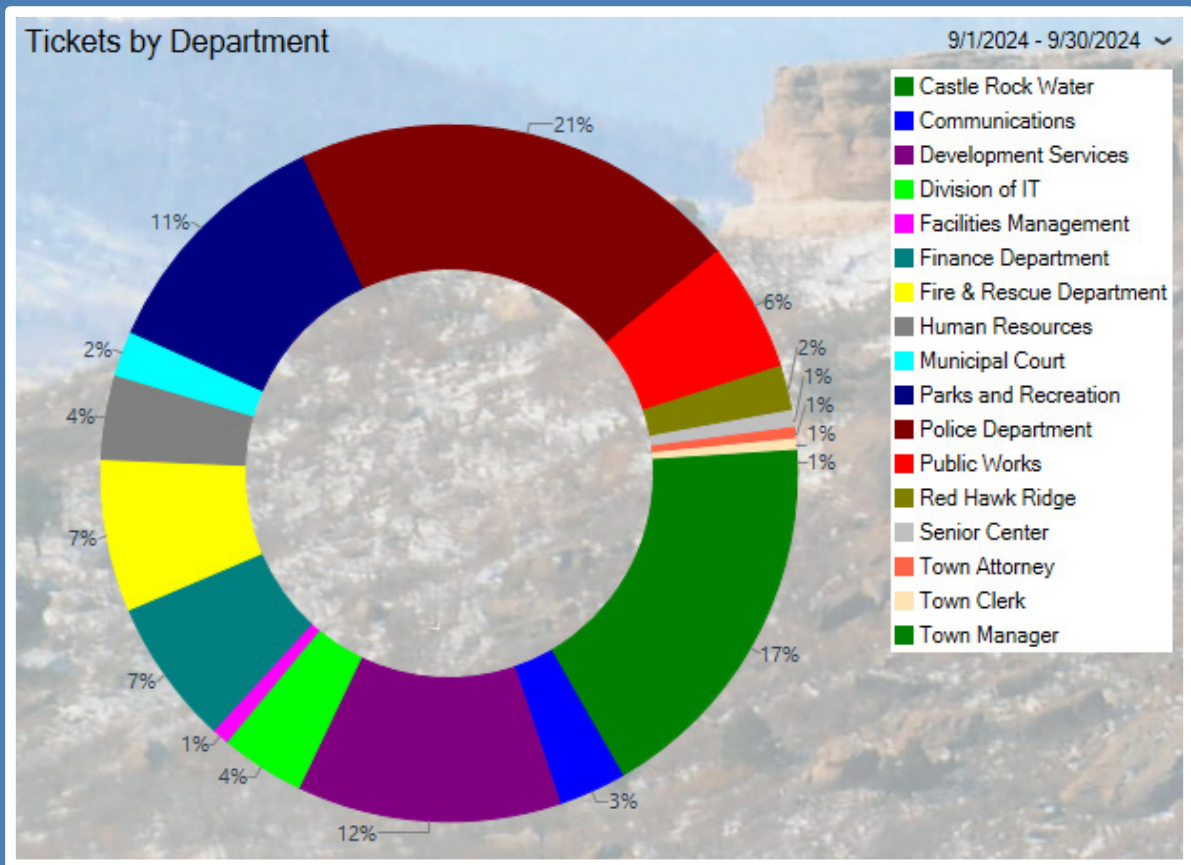
## Geographic Information Systems (GIS)

Addressed **19** total tickets, with an average open-to-resolve time of **61** hours

There were **no** annexations in September

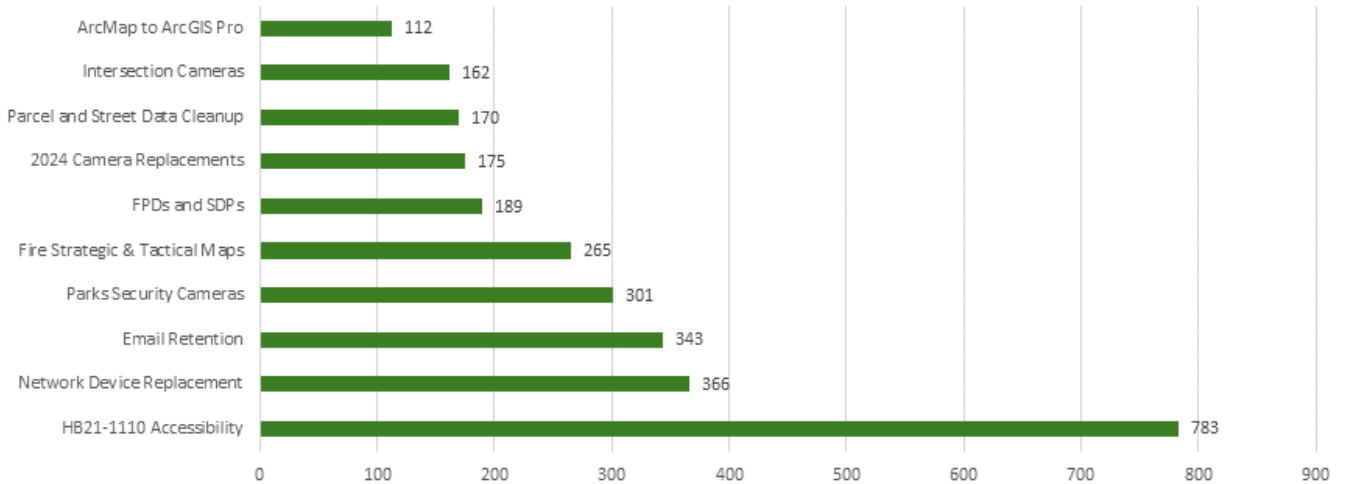
There were **no** zoning changes in September

There were **no** parcel updates in September

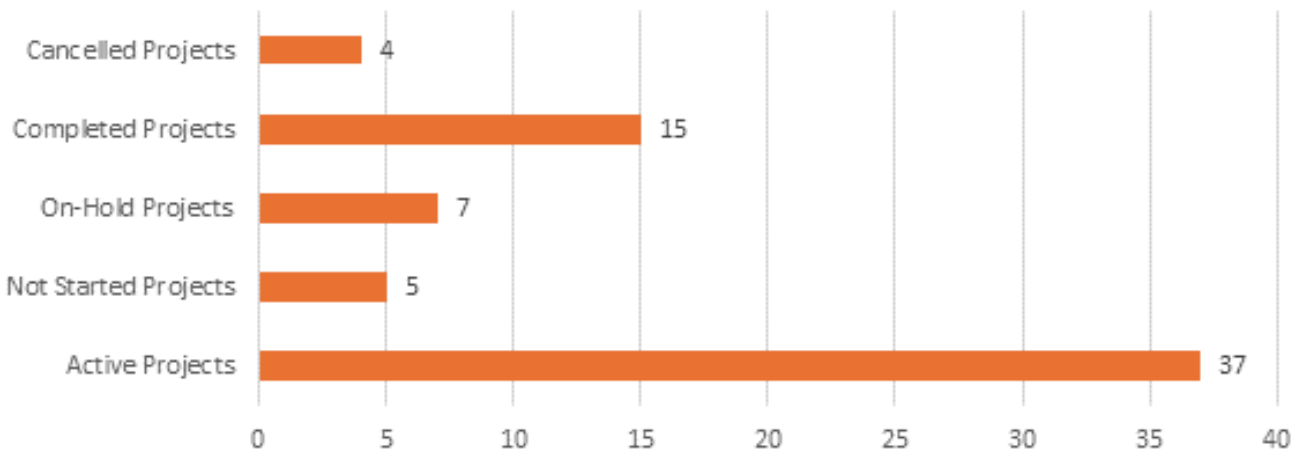


# DoIT

Top 10 Active Projects by Hours



DoIT Project Summary







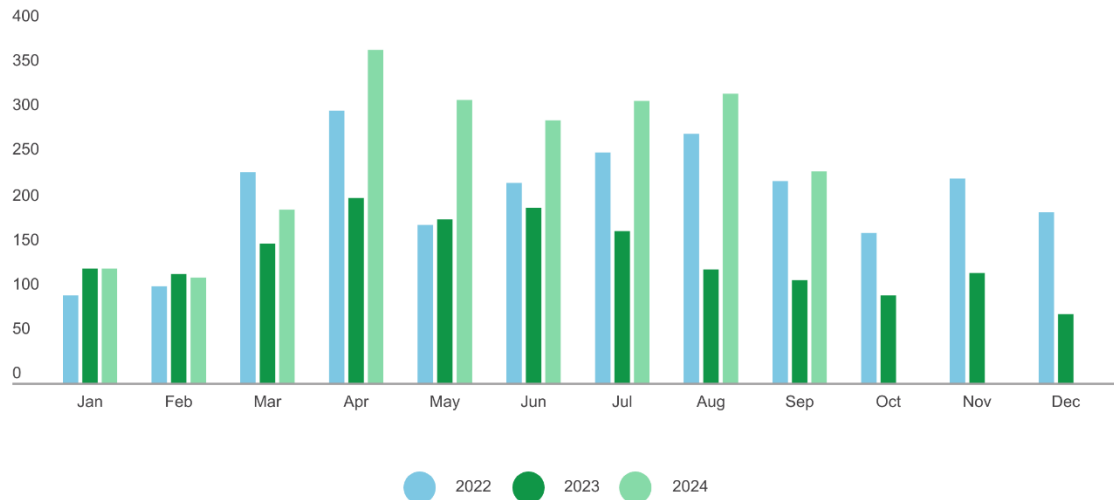
MC

# Key Accomplishments



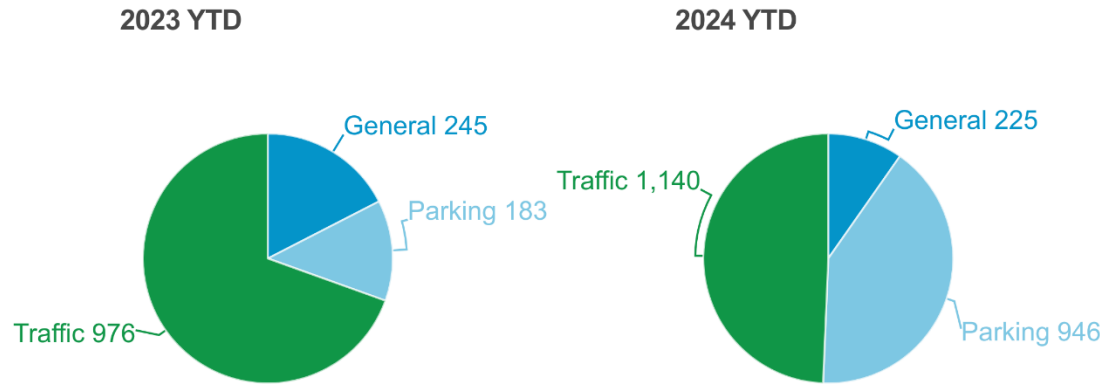
- ▶ Teen Court held **four** hearings in September
- ▶ **Texting Application Implementation:** The Municipal Court implemented a new texting application that allows for tailored hearing reminders based on case type. For instance, all juvenile cases receive reminders emphasizing that a parent or guardian must accompany the juvenile to all court hearings
- ▶ **Community Service Initiative:** The Court facilitated the donation of **45** hand-tied blankets to a local animal rescue organization. These blankets were made by defendants as part of a community service program, with each defendant receiving two hours of credit for each blanket they create. Defendants are responsible for purchasing their own supplies for this initiative

Total cases filed in Castle Rock Municipal Court: 2022-2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	98	108	236	305	177	224	258	279	226	168	229	191	2497
2023	128	122	156	207	183	196	170	127	115	98	123	77	1702
2024	138	118	194	373	317	294	316	324	237	0	0	0	2311

Total cases filed in CR Municipal Court by type YTD: September 2023 vs. September 2024





# COM Key Accomplishments

- 
- ▶ In September, the Communications Division supported the District 4 and District 6 Council open houses and the Crystal Valley interchange groundbreaking
  - ▶ The team earned **five** national awards from the 3CMA City-County Communications & Marketing Association:
    - **Graphic Design and Photography Savvy Winner:** Town of Castle Rock Human Resources Recruitment Booklet
    - **Marketing and Tools Best Use of Humor Silver Circle Winner:** 2023 Castle Rock State of the Town videos
    - **Best Use of Social Media Campaign Silver Circle Winner:** Keepers of the Star social media campaign
    - **Other Publications Award of Excellence Winner:** Town of Castle Rock Human Resources Recruitment Booklet
    - **Promotional Video Award of Excellence Winner:** Castle Rock Police Department recruitment video
  - ▶ The team also produced **three** publications: 2024 Pavement Maintenance Program survey postcard, HR recruitment handout/postcard and Your Town Talk newsletter



# COM Key Accomplishments

- ▶ Staff during September issued news releases about:
  - [Follow the yellow brick road to the Emerald Park grand opening](#)
  - Work over I-25 begins for new Crystal Valley Parkway bridge
  - [Embark on Town's Tiny Art Quest; find miniature artwork created by local youth](#)
  - [Castle Rock Trail Festival brings adventure to Philip S. Miller Park Oct. 5](#)
  - [Temporary roundabout configuration begins Sept. 30 for Four Corners intersection improvement project](#)
  - [Town Council approves ballot language for election this November](#)
  - [Town Council candidates finalized for November election ballot](#)
  - Sept. 3 Council update

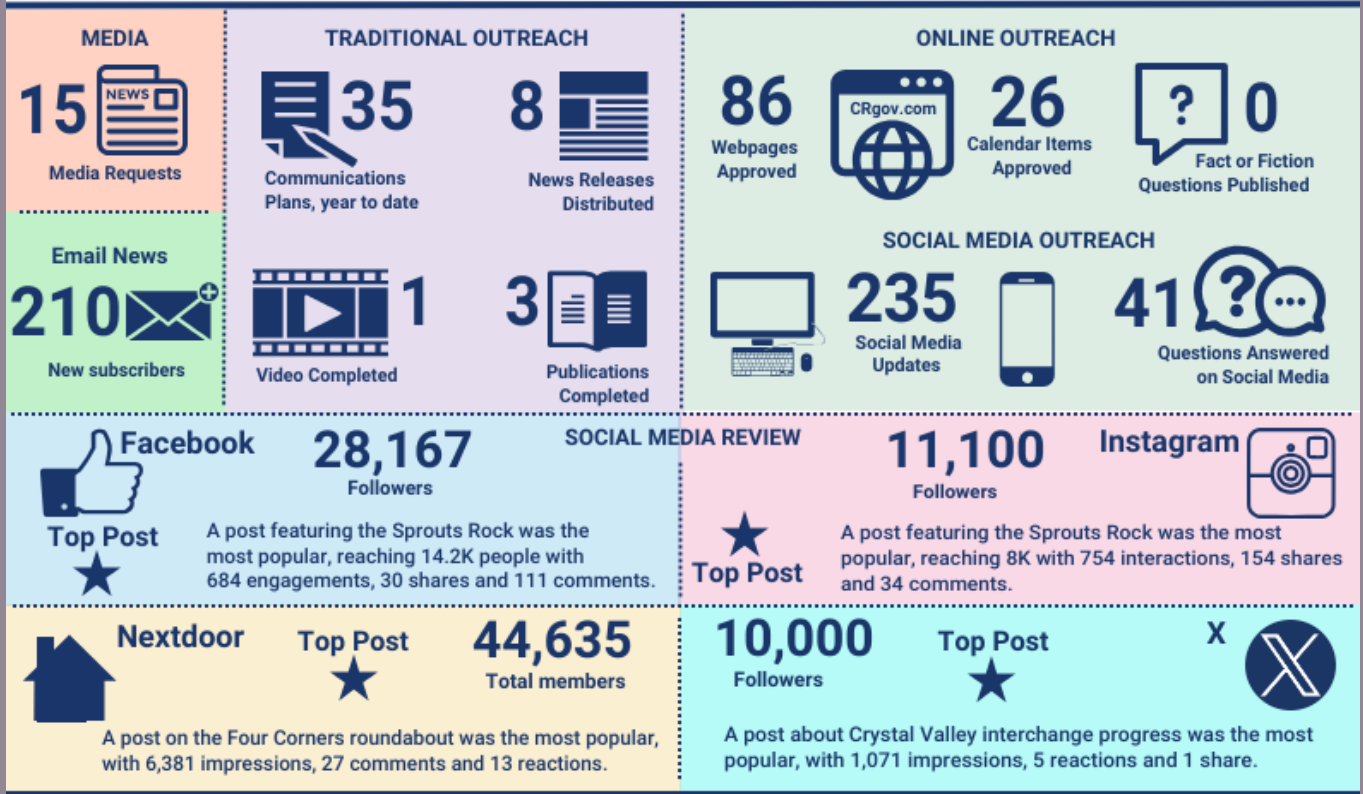
*Hyperlinked items were available as of Oct. 4*



# COMMUNICATIONS



## Communications ■ September 2024 Report





HR

# Key Accomplishments



► HR attended **16** interviews:

- Administrative Assistant: 7
- Engineering Project Manager: 3
- Signs & Markings Tech: 4
- Facilities HVAC Specialist: 2

# HUMAN RESOURCES

Welcome!

## Employee Orientation

**Two** new full-time employees came on board during September.

Congratulations!

## Performance Evaluations

In September HR reviewed **58** performance evaluations prior to their filing to ensure comments are consistent with ratings and that the Town's performance management standards are being met.

Thank **you**!

## Employee Recognition

There were **three** recognitions in September.

Well done!

## Training and Recruitment

- HR attended **two** career fairs in September: School of Mines Career Fair and UCCS Engineering, Computer, ETC Career and Internship Fair.
- There were no trainings in September

WATER DEMAND TOTAL **441.9** MG

**27,557** CUSTOMER ACCOUNTS

**29.1%** RENEWABLE WATER SUPPLIES

**1.6** WATER SUPPLY INDEX



# CASTLE ROCK WATER

## SEPT 2024 MONTHLY REPORT



**1,224** UTILITY LOCATES

CUSTOMERS WITH  
ONLINE ACCOUNT **60%**

WATER QUALITY SAMPLING **0** issues

SYSTEM INTEGRITY **2 leaks**

[View report online](#)



# WHAT WE ARE UP TO

## Hotel Toilet Retrofit

Recently, local business owner and Colorado resident, Bhavesh Patel reached out to Castle Rock Water in regard to upgrading all of the 71 existing toilets at the local Comfort Suites hotel to ultra-high-efficient, 0.8 gallon per flush (gpf) units.

Since owning the establishment for the past couple of years, Mr. Patel has been making several upgrades in an effort toward efficiency, including switching to LED lighting, upgrading aerators in faucets, replacing all shower heads with high efficiency ones, and is now investing in retrofitting what is commonly known as the household appliance that uses the highest volume of water, the toilet.

Castle Rock Water has been offering conservation rebates to customers for over a decade. It is one of the ways this utility supports and encourages the community to conserve water. Many of these rebates have been very popular and include a rotary nozzle retrofit for irrigation systems upgrades, a rebate of up to \$200 for a whole-home water monitoring system with an automatic shut-off valve, and the very popular ColoradoScape rebate which offered up to \$3.50 per square foot of turf converted to ColoradoScape.

The Toilet Retrofit rebate supports customers to upgrade their existing 1.6 gpf or higher toilet to an ultra-high efficiency 0.8 gpf unit, using half of the water for every flush.



Castle Rock Water currently rebates each toilet up to \$150, which is about the full cost of many of these new products. Once the new toilet is installed, an appointment is made for participants to drop off the old porcelain parts which are then recycled. It is important to note that all other materials (metal, plastic, and rubber) must be removed before dropping the toilet off.

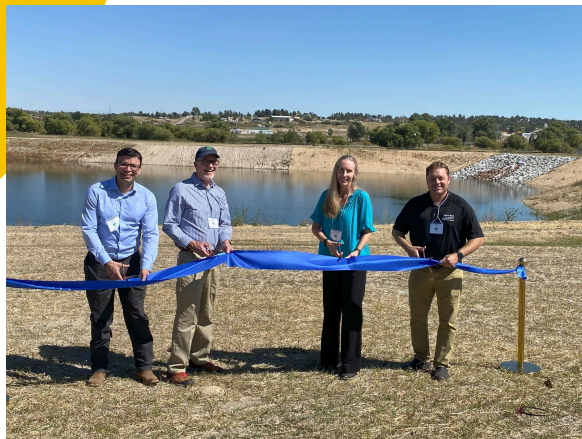
Castle Rock Water is eager to support Mr. Patel as he transitions all 71 toilets to new, ultra-high-efficiency units. The water usage from these toilets is expected to drop by half of what the older toilets used resulting in significant water savings for the community.

So far Bhavesh's team has replaced 20 toilets which have all been installed on the first floor of the Comfort Suites with the next round of toilets due to be delivered the week on September 16. The front desk assistant, Karin, states the performance of the new 0.8 gpf toilets has been great and there have been no complaints.

## Walker Reservoir Ribbon Cutting

The Walker Reservoir project is a significant step forward for water management in the South Metro area. By transitioning from deep groundwater sources to renewable surface water supplies, communities are not only improving their water security but also enhancing sustainability efforts. The collaboration among the Cherry Creek Project Water Authority and its partners—Castle Rock Water, Cottonwood Water and Sanitation District, Inverness Water and Sanitation District, and Pinery Water and Wastewater District— demonstrates the power of regional partnerships in optimizing resources and funding.

With the capacity of 650 acre-feet, this restricted-access reservoir will play a crucial role in storing excess water during times of abundance, ensuring that local



*Cherry Creek Project Water Authority partners at the ribbon cutting on Sept. 26, 2024.*

supplies remain resilient. The reservoir is supplied from alluvial wells in the Cherry Creek watershed and a Denver Basin well to supplement augmentation. Walker Reservoir is expected to fill in 2025.



A ribbon cutting was held on Sept. 26, 2024 with partners, stakeholders and officials.

*Castle Rock Water Commissioner Dave Hammelman and Water Resource Manager Matt Benak at Walker Reservoir*

## PCWPF Open House

Castle Rock Water's open house and plant tour at the Plum Creek Water Purification Facility on September 18, 2024, was a resounding success, drawing approximately 400 attendees. As one of the most advanced facilities in the nation, the event aimed to enhance customer understanding and confidence in the water system, showcasing the nine treatment processes involved in purifying water.



*Water Plant Operator Kristen Burakou guides residents through the control room.*





The event featured various workshops, including demonstrations on leak detection using a meter tree, a showcase of an ultra-high-efficiency toilet with a clear tank, and hands-on activities with stormwater and erosion tables. Attendees also learned about ColoradoScape's benefits, design, and installation. Castle Rock Water's director and assistant director were on hand to answer questions from customers. The family-friendly atmosphere was enriched with children's activities, grilled hot dogs, summer salads, and a ice cream bar.

The impressive turnout was attributed to the postcard sent to the entire customer base indicating the unique 'event' nature of the open house. Additionally, attendees were informed that regular tours would be unavailable in the coming years due to construction, further motivating participation.

More than 30 employees assisted with this major customer outreach event. Not only were there extra hands on deck for the tours, but staff helped with parking and shuttling, greeting, crowd control and set up and break down.

Overall, these events underscore the community's interest in and commitment to understanding and engaging with local water resources.



# STAFF RECOGNITION

## Certifications



Carson Croom  
Water Plant Operator I



Erin Sweeney  
ASSE Backflow Tester

## WELCOME

Matthew Attiyeh  
Asset Program Manager



## High Five

Ed Sheets  
Mike Wilder

Ed and Mike went above and beyond to construct an ultra-high efficiency toilet demonstration that was installed into a transportable base he built. Ed even welded a tank and installed a pump into the unit so that water could recirculate. This toilet was used during the open house as a conservation educational tool and will continue to be utilized for future outreach and educational purposes!

Greg Swaney

Greg went above and beyond to make the demonstration, meter assembly system ready to be used as an active display for the open house event.

Jill Skelton

We have a customer who always comes in to pay his bill each month. He enjoys coming in and visiting with Jill when he comes in. She found out that he recently lost his wife and he has been having such a hard time. Jill went out of her way to express her condolences and the next time he came in she had a card ready for him, letting him know how sorry she was for the loss of his dear wife. He became was overcome with her compassion and empathy. Jill goes above and beyond when providing exceptional customer service to our community.

Kim Guite  
Brian Laschanzky  
Josh Hansen  
Susan Salvatori  
Jessup Shield

During my (Erik) 2 week hospital stay for chemotherapy treatment and spine surgery in August, Kim, Brian and Josh took the time to visit me, really lifting my spirits. When I returned to work, both Jessup and Susan purchased beanies to cover my now bald head. These gestures really show the compassion of my coworkers in looking out for each other.

## WATER STAR AWARD



**Mitch Horner**, Water Plant Operator IV, received the Water Start Award from Jon Lutterman, as he is a great asset to have in the water treatment operations. He is very knowledgeable in all of the water plant operations and is always willing to help the mechanic department in whatever way he can.



# WATER RESOURCES

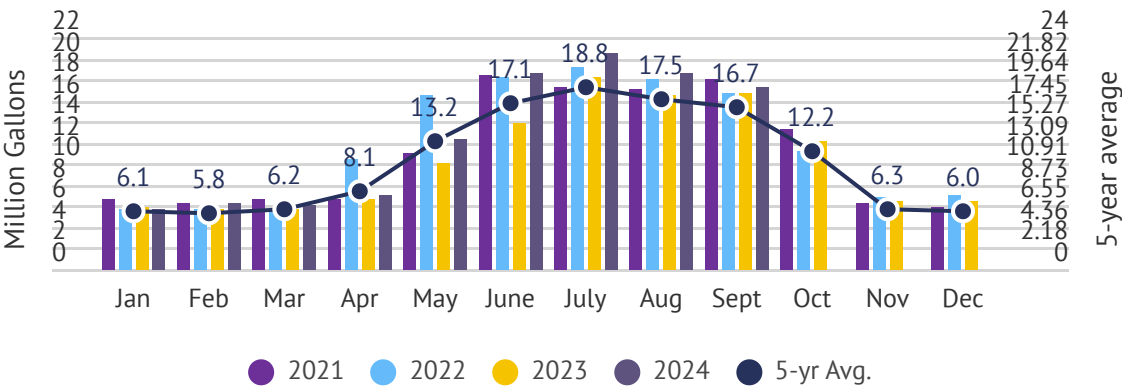
## DAILY DEMAND

- 17.20 million gallons/day (MGD)
- 5-year average: 16.7 MGD
- 3% higher than the 5-year average

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

## MONTHLY DEMAND TOTAL

- The water demand total was 441.92 million gallons (MG) [1,356.2 acre-feet (AF)]
- 3% lower than the August 2024 total of 457.6 MG
- 25% increase from the previous year's September 2023 demand of 353.5 MG

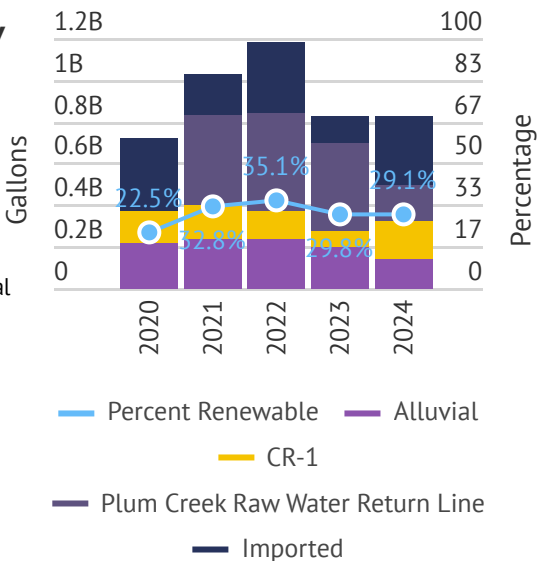


## RENEWABLE WATER SUPPLY

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

In total, renewable supplies accounted for 24.9% of the total water supply for the month (135.2 MG of 543.4 MG) and 29.1% of the annual water supply (828.3 MG of 2,842 MG)

- The CR-1 diversion produced an average of 0.94 MGD
- The PC diversion produced an average of 1.82 MGD
- The 14 alluvial wells produced an average of 0.49 MGD
- The renewable water production average was 4.51 MGD



# WATER RESOURCES

## REUSABLE SUPPLIES

### STORAGE

- Chatfield Reservoir: 1,490 AF
- Rueter-Hess Reservoir: 506.05 AF
- Castle Rock Reservoir No. 1 (CRR1): 130.46 AF



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

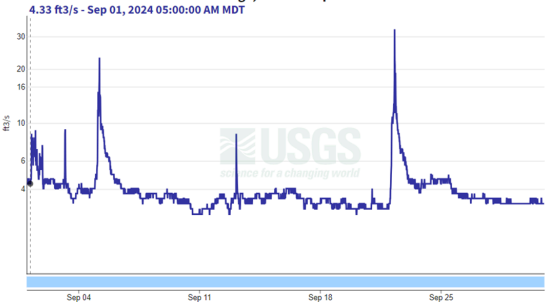
### EAST PLUM CREEK FLOWS

The hydrograph indicates the estimated flow in East Plum Creek basin. (This text will indicate the peak and low points as the data is only an image.)

- Flows ranged from 2.7 to 32.8 cubic feet per second (cfs)
- Monthly average streamflow was 3.97 cfs
- 25-year mean is 4.7 cfs.

### East Plum CR Abv Haskins Gulch NR Castle Rock, CO - 06708800

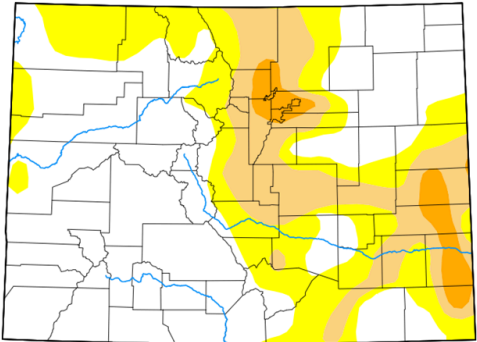
September 1, 2024 - September 30, 2024  
Discharge, cubic feet per second



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

This map of Colorado shows Abnormally Dry to Moderate Drought for the top center of the state and the southeast border as Sept. 26, 2024.

### Colorado



Map released: Thurs. September 26, 2024

Data valid: September 24, 2024 at 8 a.m. EDT

#### Intensity

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

#### Authors

United States and Puerto Rico Author(s):  
[Brad Rippey](#), U.S. Department of Agriculture

Pacific Islands and Virgin Islands Author(s):  
[Rocky Billotta](#), NOAA/NCEI

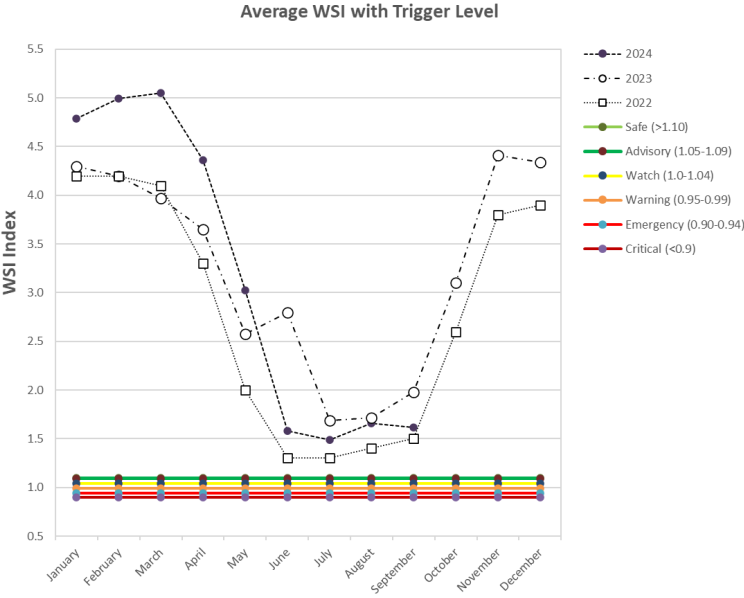
# WATER SUPPLY INDEX

WATER SUPPLY  
INDEX

1.62

Sept. average

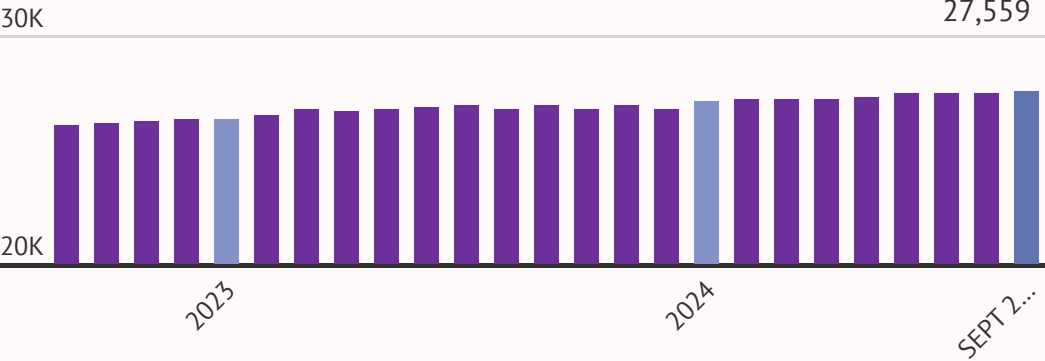
The Town of Castle Rock's Drought Management Plan uses a Water Supply Index (WSI) for the Town that accounts for local conditions relative to the Town's capability to address our water resources and daily water demands. Anything below 1.1 will trigger a drought stage relative to its severity.



This graph shows historical WSI data for 2022 to 2024 along with a peak WSI of 5 in March 2024, low of 1.5 WSI in July, and August's WSI of 1.66.

# BUSINESS SOLUTIONS

## NUMBER OF CUSTOMER ACCOUNTS



### CUSTOMER SERVICE

SEPT	2022	2023	2024
Phone calls	1870	1805	1362
Walk-ins	165	90	61
Transfer of service	374	248	209
Email inquiries	347	227	612

### CUSTOMER OUTREACH

Facebook	4 posts	11.7K reached out	129 engagement	8 shares
Instagram	1 posts	713 reach	16 engagement	
LinkedIn	2 posts	911 impressions	23 reactions	
Nextdoor	1 post	4,020 impressions	4 engagement	
Email	12,840 reach	61% open rate		

#### The Town social media followers

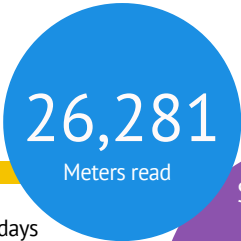
Facebook: 28,167  
Instagram: 11.1k  
Nextdoor: 44,635  
LinkedIn: 2,482

TOPICS

Fall maintenance  
Sept. Open House  
Projects



# METER SERVICES

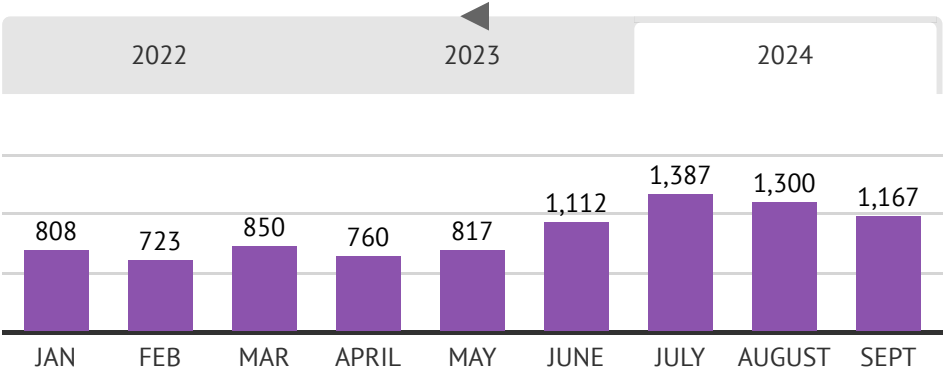


Meters are read the first two days of every month. The number of meters read continues to increase month over month.



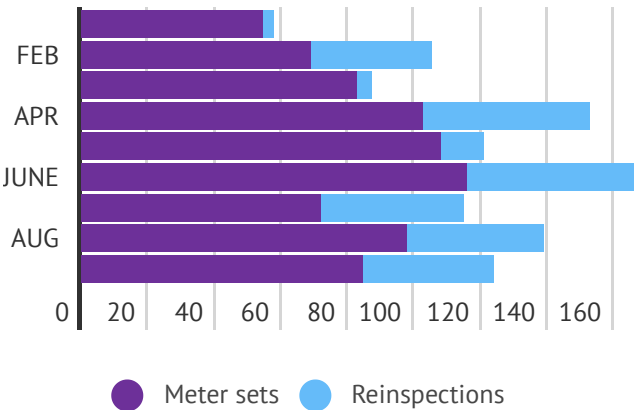
Measuring skipped reads is a strong indication of the level of preventative maintenance being done by our team. A skipped read is indicative of a problem with the metering infrastructure. Fewer skipped reads means more properly working meters, which is good for all our customers.

## ALL SERVICE WORK ORDERS



## METER SET INSPECTIONS

Meter set inspections are required on all new meters installed. This ensures that the meters are installed per specifications and according to Town code. At the time of the inspection, the curb stop is tested for operability and the MXU is installed which provides reading capability for our drive by technology. Re-inspections are needed to ensure installation meets code when original inspections are failed.



# STORMWATER COMPLIANCE

Q3 2024

As an integral part of the Town's vision of providing residents the highest quality services at the best value, the Stormwater Division manages stormwater runoff to minimize flooding hazards and to protect water quality in our watersheds.

## Drone Demo

In August, the stormwater team attended a demonstration of the capabilities and limitation of drone technology for stormwater inspections. Drones may be beneficial in some situations while disadvantageous in others. Further research and additional demonstrations will be done before determining if it is right for our work group.

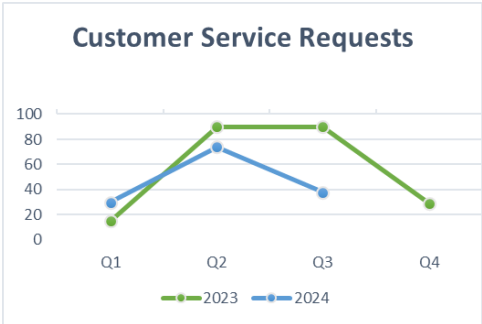
Services the Stormwater Division provides include:

- Construction site inspections
- Spill reporting, enforcement and response
- Public education and outreach
- Pond maintenance oversight
- Floodplain management
- Design and construction of SW CIP projects



## Customer Service

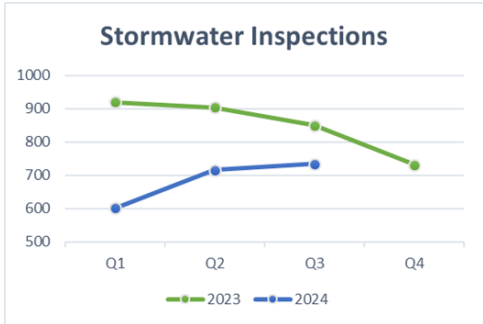
The Stormwater Division receives various customer concerns, from nuisance groundwater and illicit discharges, to dust, and infrastructure maintenance. Complaints often rise and fall with weather patterns.



Customer concerns decreased back to baseline after the storm on June 9. Also, CSRs are down 58% from Q3 of 2023.

## Inspections

The Inspection Team regulates permitted residential and commercial properties.

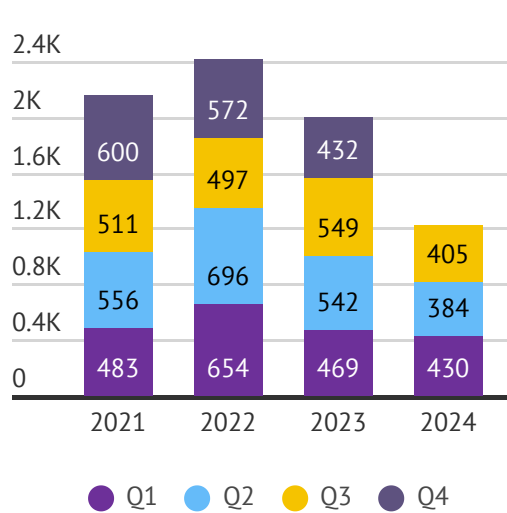


Total inspections tracked 14% lower than in Q3 of 2023 but 22% higher than Q1 of 2024.

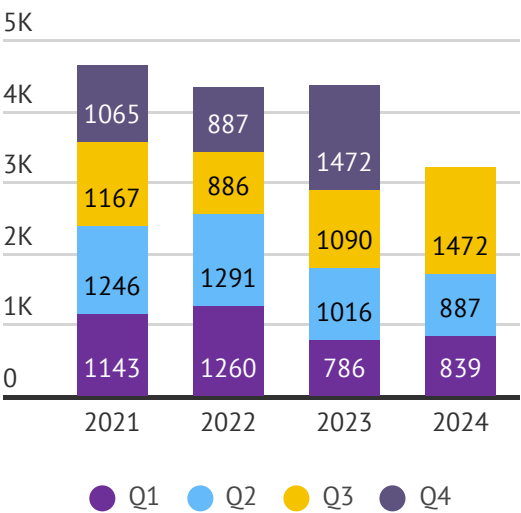
Castle Rock Water Plan Review team reviews planned development plans, site plans, construction drawings, water efficiency plans and technical reports for each project to ensure the public infrastructure built by the developer is following the criteria set by the Town, with respect to:

- Water
  - Sanitary sewer
  - Stormwater
  - Drainage
- Flood Control
  - Landscape and Irrigation
  - Temporary Erosion and Sedimentary Control

## PROJECT REVIEWS



## PLAN REVIEWS



Each project may have several plans related to it.

## PERMITS

The plan review team reviews building permits to verify proposed water demand to size meters and assess system development fees.

PERMITS	Single Family	Commercial	Misc	Multifamily
Q1	333	50	15	11
Q2	443	39	17	0
Q3	238	34	9	5

# OPERATIONS



## OUTAGES

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



## PRESSURE

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

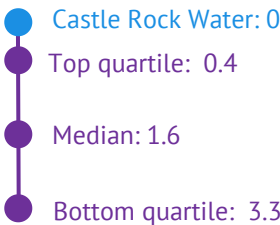


## OVERFLOWS

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

### SANITARY SEWER OVERFLOWS

AWWA Index: SSO rate/100 mi

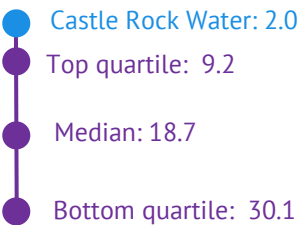


## LINE BREAKS

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

### WATER SYSTEM INTEGRITY

AWWA Index: Leaks and breaks/100 mi

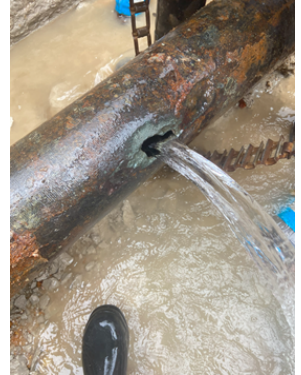




# OPS in the field



A contractor working on the intersection at Wolfensberger and Park St. damaged the service line to McDonalds. The contractor replaced the 2" copper service line from the curb stop to the corp stop. Water was off less than 30 minutes during the repair.



There was another main line break on 8" CIP due to a 4" corrosion hole in the Meadows. Two residents were out of water for less than two hours during the repair.



Staff was called out to an SSO caused by a grease and FOG blockage at a manhole in the Castle Highlands Area. The blockage took approximately two hours to clear and conduct cleanup operations.



The next day a gate valve was also installed in the same area as the Meadows leak to assist with distribution system control. Two residents were out of water during the installation for less than two hours.



# Castle Rock Fire and Rescue Department



*An Internationally Accredited Fire Rescue Agency Since 2012*

## September 2024 Monthly Report

**Department News:** A 3-person crew deployed to the Wapiti fire in Idaho.



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

## **Operations Division:**

**Deputy Chief Oren Bersagel-Briese**

### **Customer Service:**

Measurable Outcomes - Rating of 4 or better on customer survey cards 100% of the time  
**September 2024...100%**

Of the 13 customer survey cards we received in September, all had the highest overall rating of 5. Some of the comments we received were; *"The team that responded was great! I have never had to use the services before but they were incredibly helpful, empathic & professional. Thank you!"* Another read; *"From dispatcher to responders – everyone helped me remain calm in a scary situation for me. Kind to ensure my animals were secure. Made me feel safe & calm. Thank you all!!!"*

### **Call Statistics:**

For September, we responded to 568 calls for service. For the year, we have now responded to 5,280 calls, which is 343 more than at the same point in 2023. We averaged 18.9 calls per day for the month.

Of the 568 calls this month, 8 were fire-related, 24 were motor vehicle crashes, 77 were service in nature, 354 were EMS calls, 55 were good intent calls, 49 were alarms, and the remaining were miscellaneous. In September, we transported 263 patients to area hospitals, with 192 transported to Castle Rock, 57 to Sky Ridge, and 14 to other facilities.

Busiest Fire Station	Busiest Engine/Quint	Busiest Medic Unit
Sta151 with 436 responses	E154 with 207 calls	M151 with 190 calls

For a more detailed breakdown of our operational data, [\[click here\]](#)

Report Key:	
BC = Battalion Chief	CH = Chief Officer
Q = Quint	SQ = Squad (rope and water rescue)
E = Engine	Sta = Station
M = Medic	SMFR = South Metro Fire and Rescue
SAFE = Safety and Training Officer	HR = Heavy Rescue

### **Significant Incidents:**

A-Shift:

- Sept 4: BC151, E154, M154 responded to a cardiac arrest.
- Sept 11: BC151, CH153, SAFE151, BR151, BR152, BR154, E153, M151, M153 responded to a grass fire.

2



- Sept 22: E153, M153 responded to a cardiac arrest.
- Sept 23: BC151, E151, M151 responded to a cardiac arrest.
- Sept 28: BC151, SAFE151, E152, M151 responded to a cardiac arrest.

#### B-Shift:

- Sept 9: BC151, SAFE151, E154, M154 responded to a cardiac arrest.
- Sept 21: BC151, E153, M153 responded to a cardiac arrest.
- Sept 26: BC151, E154, M154 responded to a cardiac arrest.
- Sept 26: CH151, E154, M154 responded to a cardiac arrest.

#### C-Shift:

- Sept 6: BC151, E152, M151 responded to a cardiac arrest.
- Sept 12: BC151, E154, M154 responded to a cardiac arrest.

### **Deputy Chief Commentary:**

As one of our members is in the hospital engaged in a serious medical fight, we are once again witness to how the CRFD family responds to, supports, and takes care of our own. It is one of the defining cultural characteristics of our department and something that brings us a great sense of pride. Over the past several months, several other members have also dealt with their own serious medical issues, and our ability to be there for each other in our moments of need is what separates us from other professions - and even from other fire departments. It's humbling to be part of a group of people that care so much for who we serve daily, but also will drop everything to take care of each other. Thank you for who you are.

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Thank you to everyone who participated in the 20<sup>th</sup> annual Denver 9/11 Memorial Stair Climb! Between our team of climbers and those who helped with the event, we had about 20 members involved in the climb. A special shoutout to Sydney Kozel (Communications) for her assistance with the media and for helping tell the story of the day. The climb and the CRFD are interwoven, and CRFD continues to be central to the success of the Denver event and the national program.

Special Operations: Lt. Robberson is currently on deployment with the FEMA USAR CO-TF1 as part of the response efforts in the aftermath of Hurricane Helene. Our wildland crew was able to deploy to Idaho, where they spent two weeks assisting on the Wapiti Fire near Stanley. We are also working to update the in-district wildland response maps, and Lt. Kallweit will be rolling out the updates later this year.

Lt. Robberson and Eng. Norris led the department's effort to get our new special operations vehicle operationally ready. Collapse 155 is now in service, and we are working through some of the small projects that come with a new response vehicle.



EMS: Congratulations to Colin Stevens for being cleared to operate independently as a Paramedic; and congratulations to Lauren Wendland and Coby Petau for being accepted into Paramedic school! Lauren and Coby are slated to start their school in January. We are also working through the final pieces of ordering a fleet-wide cot and stair chair replacement purchase from Ferno.

Honor Guard: Color Guard and Pipe Band members participated at the annual IAFF Fallen Firefighter Memorial in Colorado Springs. Pipe Band members also participated as part of the Colorado Emerald Society's band at the Douglas County Community Foundation's Heroes Gala.

Lastly, several members took opportunities to assist other Colorado agencies in their hiring or promotional process this month. BC Morgenthaler, Capt. Hood, and Lt. Helle helped Larkspur Fire find a new training officer, and Lt. Robberson and Lt. Kunau helped Greeley Fire with their lieutenant assessment center.

We are currently working on the following projects:

- Station 156 design
- Upgrading our cardiac monitors
- Accreditation hiring process
- Training Chief promotional process
- SOG/Admin Directive updates

New collapse 155



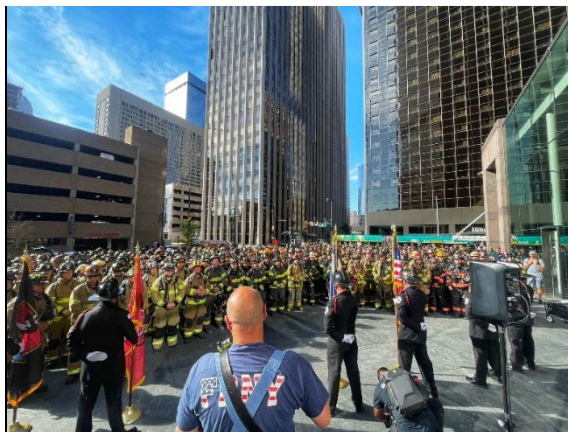
Semi-truck fire at Schmidt Construction



Fireworks standby for DCHS homecoming game



Denver 9/11 Memorial Stair Climb opening ceremony



## **Administration Division:**

### **Fire Chief Norris Croom**

#### **Key Admin Issues:**

Work continues on Station 156 with the RS&H contract being approved by Council on September 3. We have since met with RS&H to begin the design phase, and will begin working on the rezone and replat of the property.

Wildland mitigation work on town-owned property finished with the goats at the Metzler Family Open Space and the Woodlands. We treated approx. 72 acres at Metzler and approx. 52 acres in the Woodlands.

Lt. Jay Allen requested a town-wide team meeting for those departments who have a vested interest in the Star. A number of items were addressed to include cameras and locations, power supply issues, flagpole issues, and Star integrity. CORE will be installing new power poles at the base of the Rock, and power supplies will be replaced and rerouted as needed. A structural engineer conducted an assessment on the Star itself, and verbally stated that there were no immediate concerns. We are waiting for the formal report to address any longer-term needs.

We continued to educate the public and community groups on the current staffing challenges we are experiencing. In conjunction with the Town Manager and CRPD, we met with the Economic Development Council in early September, continued education at the Council Open Houses, and we presented similar information to the attendees of Your Town Academy – Rescue.

#### **Fire Chief Commentary:**

The Department supported the Colorado Run for the Fallen that completed a pit stop at Station 152. We have done this for several years, and their team is very appreciative of our support. They presented the Department with a Run for the Fallen flag in recognition of our support.



I attended the FPPA Employer Summit, and was very pleased to hear of the continued efforts of FPPA. Overall, the plan is 101% funded, and FPPA continues to take steps to ensure the plan remains solid while also addressing additional benefits for our members and ways to address COLA increases.

The Employee Years of Service event was held at the amphitheater, and the following people were recognized for milestone events:

- Cameron Nelson – 25 years
- Lori Kania – 20 years
- Mark Ryan – 20 years
- Debbie Stanley – 20 years
- Eric Bockhacker – 15 years
- Nate Meyers – 15 years
- Christina Jenkins – 10 years
- Lindsey Schmidt – 10 years
- Ben Jennings – 5 years
- Jareth Morey – 5 years
- Jake Malone – 5 years
- Steve Hoekstra – 5 years

In addition, we also had twenty members recognized for non-milestone years ranging from 22 to 31 years of service. Congratulations to all!

Finally, I attended the Crystal Valley Interchange ground breaking celebration. This is the Town's largest infrastructure project ever, and it will make a significant difference in access to the interstate as well as both the east and west side frontage roads. Now to get through the next 2 years of construction...



## **Fire and Life Safety Division:** **Division Chief Bart Chambers**

### **Division Chief Commentary:**

In September, we saw positive additions to the Fire and Life Safety Division. Sparky, as you are aware, has come to the department and has been a hit for events as well as our filling of the two vacancies for the Fire Prevention Officer and the Fire Plans Examiner.

Paul Thomas who accepted the Fire Prevention Officer position comes from Celina, Texas where he was working with Celina Fire as a driver operator and also has a Fire Inspector/Investigator background. Alayna Moore, who is the sister to our own Captain Moore, comes from Elbert County where she was a Plans Examiner. The Fire and Life Safety Division has finally filled all of the vacant positions and is fully staffed.

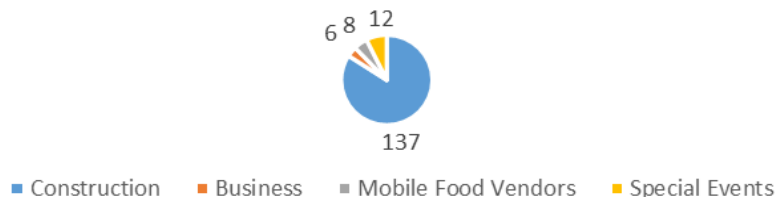
During September, we were working with home owners and insurance companies on wildfire mitigation needs and Hazard Assessments for those home owners facing cancellation or questionable mitigation clearances. The insurance companies, with the local representees, have been extremely proactive in this arena and have helped with our collective goal on becoming wildfire resilient.

The Fire and Life Safety Division hosted two classes and assisted in the Fire Officer II course by presenting on fire investigations. The first class we hosted was the MGT - 475: Crowd Management for Sport and Special Events. We had 40 people attend from throughout the region and a dozen from the Town of Castle Rock. The other class we hosted was from NFPA on NFPA 96 and the recent changes on mobile food trucks and the changes we will see on the requirements. We had 26 students in the class from neighboring departments and key representatives from FMAC that oversee their mobile food truck program.

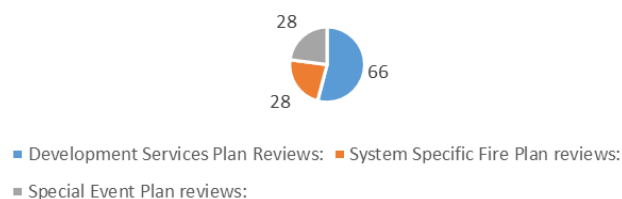
We have also added to our equipment that is accessible for all aspects of the department. We now have two EZ-Up Canopies that the line and prevention members can use during events. They can be checked out through the Fire and Life Safety Division.



Inspections



Plan Review



7



<b>FEES RECEIVED</b>	
Inspections and re-inspections:	\$5,245.00
MFV	\$450.00
Brycer	\$3,576.00
Plan Reviews	\$13,940.63
<b>Totals</b>	<b>\$23,211.63</b>

MONEYS EARNED RUNNING TOTAL:								
	INSPECTION FEES	MFV	Special Events	IM TR Reviews STATE	IM TR Reviews Payfabric	TRAKIT REVIEW FEES	Brycer	TOTALS COLLECTED
1/31/2024								\$ 25,716.00
2/29/2024								\$ 10,880.00
3/31/2024	\$ 750.00	\$ 600.00				\$ 9,821.00		\$ 11,171.00
4/30/2024	\$ 5,820.00	\$ 500.00				\$ 21,637.05	\$ 1,098.00	\$ 29,055.05
5/31/2024	\$ 2,860.00	\$ 800.00				\$ 35,384.18	\$ 4,116.00	\$ 43,160.18
6/30/2024	\$ 5,620.00	\$ 600.00		\$ 10,791.65		\$ 5,474.31	\$ 5,256.00	\$ 27,741.96
7/31/2024	\$ 3,250.00	\$ 1,175.00		\$ 16,416.16		\$ 3,493.63	\$ 3,654.00	\$ 27,988.79
8/31/2024	\$ 5,250.00	\$ 1,200.00		\$ 12,541.42	\$ 3,358.23	\$ 2,795.61	\$ 6,036.00	\$ 31,181.26
9/30/2024	\$ 5,245.00	\$ 450.00		\$ 1,446.43	\$ 8,872.93	\$ 3,621.27	\$ 3,576.00	\$ 23,211.63
10/31/2024								\$ -
11/30/2024								\$ -
12/31/2024								\$ -
<b>TOTALS :</b>	<b>\$ 28,795.00</b>	<b>\$ 5,325.00</b>		<b>\$ 41,195.66</b>	<b>\$ 12,231.16</b>	<b>\$ 82,227.05</b>	<b>\$ 23,736.00</b>	<b>\$ 230,105.87</b>

**Division Fire/Law Enforcement Training:** The division conducted 132 hours of training for the month of September.

**Complaints:** 5 **Citations:** 0 **CWPP contact hours:** 42 **CORA requests** 3

**Fire Prevention Customer Inquiries:** 74 **Stop Work Orders:** 2 **Fire Watch:** 2

**UAV Flights:** 1 **Fire/Investigation Responses:** 6 responses and follow ups **Fire Watch:** 2

**Permits Issued:** 23 **Permits Closed:** 31

### **FIRE AND LIFE SAFETY EDUCATION:**

#### **Education:**

For the month of September, CRFD made contact with:

- 174 citizens through 3 different public education and community events totaling 5.5 hours of education. Of the citizens we made contact with in September - 45 were children (18 years of age or younger) and 129 were adults.

#### **Public Education Highlights:**

- We participated in Your Town Academy/Rescue for the fire night.
  - As always, participants were thankful for the event and loved the participation opportunity and asked great questions.

- FLSE Duncan participated in the Rally of Hope. Though this is not the first year of the event, this is the first year CRFD was invited.

### Car Seat Education:


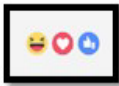


Crews and administrative staff assisted with community education for 16 car seat checks.

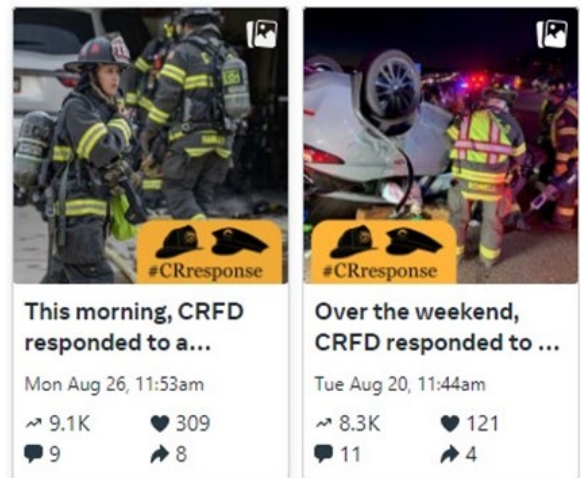
### PulsePoint Monthly Active Users (MAUs):

During August 2024 (reporting is one month in arrears), 1,324 users following CRFD on the PulsePoint app enabled CPR alerts and there were 6,347 Monthly Active Users. MAUs represent individuals actively following CRFD on the app during the reported month.

### Social Media:

During the month of July (reporting is one month in arrears), the CRFD Facebook page reached 19,302 people. Posts were shared 74 times during the month and post engagements came in at 1,700. Two of our higher performing posts were regarding our responses to a fire and a car crash.

CRFD Facebook June 2024	
	4,542 Followers
	1,400 Likes and Reactions
	6,800 Page Views
	1,700 Post Engagements



Years of service awards, Jenkins 10 years and Howe 24 years



New EZ up canopy

## **Training Division:**

**Acting Division Chief Jeff Hood**



### **Division Chief Commentary:**

September was a month of major milestones for the Training Division, marked by the completion of our WHP project at the training tower and the ongoing training sessions at the acquired structure on Lewis Street. We continue to focus on enhancing our training capabilities while also facilitating the development of our personnel through programs such as the engineer task books. The department logged significant training hours this month, and we are excited to carry this momentum into the coming months.

### **WHP Project Completion:**

This month, we completed the long-awaited WHP project at the training tower. WHP installed return-run stairs on the south side of the tower with access points at floors 2, 3, and 4. This upgrade will primarily enhance our standpipe operations training, offering the flexibility to practice on return-run stairs as opposed to the straight-run stairs we currently have. Additionally, the project included installing new interior doors, replacing deteriorating exterior doors, and fitting window shutter hold-opens, which will prevent shutters from slamming shut in the wind—a significant safety improvement. This project has been in the works since last year, and its completion is a major step forward in improving our training facilities.

### **Lewis Street Acquired Structure:**

Training at the Lewis Street acquired structure continued to be invaluable, with hundreds of hours dedicated to refining firefighter skills. This month, we conducted a hazmat scenario and a victim rescue scenario. After restructuring the interior of the building, the firefighters were able to experience a fresh challenge in the same structure, which kept the training dynamic and beneficial. Special thanks to the tower maintenance crew for their assistance in reconfiguring the building, making this unique training possible.

### **Shift Training Officers (STOs):**

The STOs have once again been integral to our training operations this month. In addition to the hundreds of hours spent training at Lewis Street, the STOs also found time to host multijurisdictional wildland drills and extrication training sessions. They also provided critical support for EMS training and played a key role in evaluating new technology, such as the LifePak 35 heart monitors.

### **Engineer Task Books:**

Engineer task books were issued this month to three of our firefighters: Firefighter Derington, Kormen, and Voit. These firefighters have completed numerous hours of training in the acting engineer academy and are now entering the next phase of their journey toward becoming engineers. Special thanks to Lead Engineer Gardner and the battalion chiefs for their efforts in



facilitating the completion of these task books, ensuring that our firefighters are set up for success in this critical role.

### Other Division Happenings:

- Human Trafficking Training Coordination: We coordinated with a company called iEmpathize to come to Castle Rock and provide human trafficking training in December.
- CMCB Fire Officer Two Course: We hosted a CMCB Fire Officer Two course delivered to lieutenants and captains from multiple departments across the Denver metro area.
- Our recruit firefighters at West Metro Fire Academy continue to excel. We are extremely grateful to have Firefighter Murphy overseeing their training and we are excited for their progress.

The Lewis house ready for search



Hazardous Material training



Fire Officer II Course

11



## **Logistics Division:**

**Division Chief Jim Gile**



### **Division Chief Commentary:**

The Activities in the Logistics Division during the month of September included:

- Acquire Collapse 155 and in-service
- Wildland deployment support
- Station 153 landscape project completion
- Station 154 landscape project in process
- Station 156 project, biweekly meetings continue with the owners rep. During September, a kickoff meeting was held with owners rep. and selected architect
- Met with MES as our current bunker gear vendor. Work on solution to the spec. change issue with Class 2 harness
- Unit up-fits continued, Osage medic unit, Collapse 155, Bureau 152 and staff vehicle replacement

LEST Brunk continues to make significant contributions to the Logistics Division and specifically with tools, equipment and quartermaster items. In the month of September, Landon has worked on/filled 56 PSTRax uniform requests/alerts and 7 PPE requests/alerts. Landon has also worked on uniform and gear issuance for the two new FLSD members and continues assisting Hazmat with the CGI gas bottle replacements. We also provided Scott fit testing to the Training Division cadre members assisting with the West Metro academy burn days. Landon also had the opportunity to assist Sr. EVT Jennings with some apparatus pump testing, learning the principles and process of this annual test to verify the pump operation and capacity of our apparatus pumps.

Sr. EVT Jennings continues to handle the repair and maintenance needs of the department fleet. He continues to handle all repairs and maintenance on the heavy fleet and as needed on the light fleet. The unit's Ben has had through the shop or touched in September include, Units 082, 189, 281, 223, 110, 080, 125, 121, 141, 106, 102, 108, 580, 088. He had tracked a total of 110 hours charged to units during the month of September. Ben continues to work with Rev Group and Fire Truck Solutions on the repairs and conversion of outrigger controls on Unit 125. Unit 080 is currently at Diversified for body and suspension repairs. Ben completed all the suppression apparatus pump tests for the year during September. He also performed a post deployment service on Unit 409 and pump tested it before putting Brush 155 back in service. Ben also stayed late to complete repairs to Unit 281 in order for Engine 154 to go back in service in it. This was after Unit 141 suffered an electrical failure caused by the failure of a new EGR valve that was recently installed. We continue to deal with lack of parts and support on the International MaxxForce engine. Ben was also instrumental in getting the new Collapse 155 in-service during September.

HAAS alerting system (the system that alerts drivers of emergency vehicles in the area) totals for August are 7,327. Year to date is 46,534, and the total since we began the program is 309,039. Castle Rock Fire and Rescue was the first agency in Colorado to implement the system.

### Division Project Report

Facilities projects

R&D Team projects

SCBA/radio communication project

Annual service and testing of equipment

New Medic for 2025 preparations

Station 153/154 landscaping planning

Station 156 Apparatus

New Medic up-fit

Station 154 landscape



Pump testing at Station 152



Brush 156 in process

## **Emergency Management and Continuous Improvement:**

### **Chief Norris Croom**

This Accreditation Manager/Emergency Manager position remains vacant, and has been challenging to fill due to the uniqueness of the position. While we have had a number of applicants, none have either been the right fit or met the requirements of the position. We are modifying the position requirements to accreditation manager only in an attempt to fill this vital role. All emergency management functions will move back to the fire chief.

Link to the draft monthly status report, then select "last month"

[Continuum \(imagnetrendelite.com\)](http://imagnetrendelite.com)



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 4. **File #:** ID 2024-111

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

**From:** Kristin Read, Assistant Town Manager

**Presentation:** Your Town Academy Graduating Class

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### Executive Summary

The Your Town Academy program was offered to the community again this year. The eight-week class aims to “increase governmental transparency by increasing community awareness about Town operations.”

A class of 30 residents and business owners was recruited this summer. Classes kicked off Aug. 12. Since then, the class has learned about all aspects of how the Town operates.

Tonight, we recognize our graduating students:

Vincent Archuletta	Carol Barrett	Wayne Buser	Gloria Cavalier
Michelle Cuscaden	Bonnie Dannels	Thomas DeVries	Dana Emberley
Eva Field	Matt Franks	Jess Gibbs	Jan Girard
Steven Goedecke	Maged Guirguis	Paul Hartman	Deborah Johns
David Kakenmaster	Tanya Klingman	Zack Kuntz	Melissa Lindsay
Charlotte Lloyd	Tracy Manning	Calee Parker	Michel Pereira
Phillip Rubino	Alan Schonher	Amy Seigel	Michael Worthen
Melissa Worthen			

The class received surveys each week to provide feedback on the program. Again this year, their comments were overall positive and provided the project team helpful guidance on making the program even better in the future. Following is a sampling of the participant feedback received:

*“As a community member I was always looking at the big picture, sometimes you forget to see the small details. This has given me a better insight to all the moving parts of our town and what it takes to run it.”*

*“The material and demos were great. Learned a lot about a department I know nothing about.”*

*“I wasn’t sure what to expect, but I felt like the evening was super informative and I do like being able to see and experience the equipment and systems. This was a very educational*



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**Item #: 4. File #: ID 2024-111**

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*experience to the intricate systems and efficiency of our public works departments. I have a new appreciation for why our town is such a great place to live and so clean and organized.”*

Staff plans to offer Your Town Academy again in 2025. Applications will again be solicited in summer for a class beginning in the fall. Updates will be posted at [CRgov.com/YTA](https://CRgov.com/YTA).

# YOUR TOWN ACADEMY GRADUATING CLASS

TOWN COUNCIL  
OCTOBER 15, 2024



# YOUR TOWN ACADEMY

EIGHT-WEEK ACADEMY STARTED AUG. 14

- Purpose: “To increase governmental transparency by increasing community awareness about Town operations, with a hope of improving understanding of service levels.”
- Eight 2.5-hour sessions:
  - Your Town Overview – Mayor/Town Manager roles, Town history, boards and commissions
  - Your Town Inside – Finance, Town Attorney’s and Town Clerk’s offices, HR, IT, Facilities, Courts and Community Relations
  - Your Town Activities – Parks and Rec operating philosophies, issues/challenges and goals
  - Your Town Rescue – Vehicle extrication, hoseline management, hands-on CPR, AED, Stop the Bleed kits, PulsePoint app



# YOUR TOWN ACADEMY

## SESSIONS CONTINUED

- Your Town Protection – One by One Policing, plus hands-on activities including use of body-worn cameras
- Your Town Roads – Planning, levels of service – snow removal and pavement maintenance – up-close look at equipment
- Your Town Water – Where it comes from, how we plan, why to conserve; taste test and treatment plant tour
- Your Town Character – Overview of planning, development review, zoning and building; mock Planning Commission hearing



# YOUR TOWN ACADEMY

## CLASS COMMENTS

"As a community member I was always looking at the big picture, sometimes you forget to see the small details. This has given me a better insight to all the moving parts of our town and what it takes to run it."

"The material and demos were great. Learned a lot about a department I know nothing about."

"I wasn't sure what to expect, but I felt like the evening was super informative and I do like being able to see and experience the equipment and systems. This was a very educational experience to the intricate systems and efficiency of our public works departments. I have a new appreciation for why our town is such a great place to live and so clean and organized."

"Learned a lot how the fire department operates. You could see how the chief and staff enjoy their jobs and how they protect our town."

"The One-By-One Policing program implemented by Chief Cauley is very impressive. There is no doubt a strong feeling of People, Innovation and Community within his department. Of all of the communities I have lived in my life, I feel a true connection with CRPD."



# GRADUATING CLASS

Vincent Archuletta	Carol Barrett	Wayne Buser	Gloria Cavalier
Michelle Cuscaden	Bonnie Dannels	Thomas DeVries	Dana Emberley
Eva Field	Matt Franks	Jess Gibbs	Jan Girard
Steven Goedecke	Maged Guirguis	Paul Hartman	Deborah Johns
David Kakenmaster	Tanya Klingman	Zack Kuntz	Melissa Lindsay
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Phillip Rubino	Alan Schonher	Amy Seigel	Michael Worthen
Melissa Worthen			





TOWN OF  
CASTLE ROCK  
COLORADO  
**Your  
Town**  
ACADEMY



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 5. **File #:** ID 2024-112

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

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

**Update: Third Quarter Major Projects**

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### **Executive Summary**

Please see attached report.

### **Attachments**

Attachment A: Third Quarter 2024 Major Projects Update



# 2024 MAJOR PROJECTS UPDATE

## Third Quarter

Each year, the Town undertakes a major projects work program to accomplish priority projects. Each quarter, Town staff prepares a status report regarding the projects for Town Council and community review. These reports are archived at [CRgov.com/MajorProjects](https://CRgov.com/MajorProjects).



Public input was sought, and multiple Town Council discussions occurred, before Town Council approved seven key priorities for 2024. Listed under each priority are key 2024 action items; the lines beneath each action item provide updates.

# 2024 PROJECT UPDATES

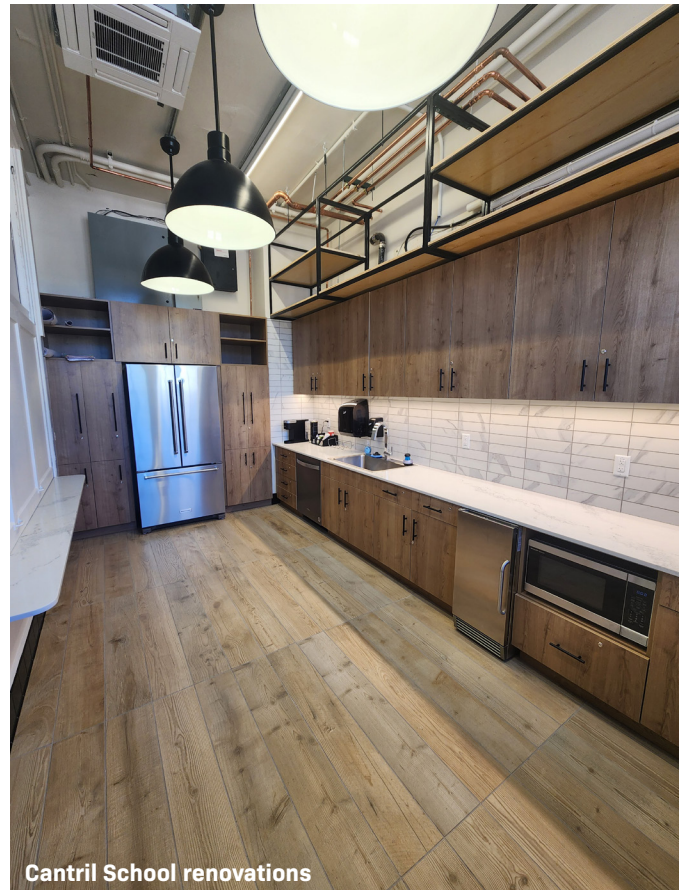
## Third Quarter

### ENSURE OUTSTANDING PUBLIC SAFETY

- **Add three firefighter/EMT positions**  
These staff were hired in late 2023, graduated the academy and are now online; complete
- **Add three Police positions – a dispatcher, an Investigations sergeant and a Community Response Team officer**  
All three positions have been filled
- **Design Fire Station 156 in northeastern Castle Rock**  
An architect has been hired, and design work is starting; staff is also beginning work to replat and rezone the property
- **Replace the Fire and Police departments' emergency radios and fund other equipment and operational cost needs for the departments**  
CRFD has purchased its radios and is anticipating delivery during the fourth quarter; CRPD has received its radios

### PRESERVE OUR COMMUNITY CHARACTER

- **Continue improvements at Cantril School**  
The renovation to add restrooms, an ADA lift, a check-in area and kitchen improvements is expected to be finished in October. New paint, flooring and other improvements needed to support additional programming in the 1950s/1960s additions are complete. Planning to upsize the electrical supply and improve exterior ADA access continues; construction is expected in 2025
- **Double funding for the Council Community Grant program for community-based projects by nonprofit organizations**  
Funding was increased to \$4,000 per quarter beginning in third quarter 2023; this increased funding level has continued into 2024
- **As directed by Council, form a tee/youth council to bring updates to Council and help get youth more involved**  
Staff during third quarter hired a Youth Commission Coordinator, who will continue work on this project during fourth quarter for a formal launch during 2025



Cantril School renovations



Crystal Valley interchange looking west

# 2024 PROJECT UPDATES

## Third Quarter

### ENHANCE OUR ROADS

- **Obtain final approvals from CDOT and FHWA and begin construction on our top infrastructure priority, a new interchange on Interstate 25 at Crystal Valley Parkway**  
Package 1, on the east side of Interstate 25, is under construction and progressing on schedule — work on the roundabout is continuing, with completion expected this year; construction also started on Package 2, which includes the interchange itself; project completion is expected in 2027
- **Complete a scaled-back annual Pavement Maintenance Program, focused in 2024 on western Castle Rock**  
All contracts are on schedule — savings from some is being reallocated to others to maximize additional work
- **Complete construction of the “Four Corners” intersection improvements**  
This project continues, with completion still on track for this year
- **Begin improvements to Crowfoot Valley Road east of Knobcone Drive**  
Land acquisition is continuing. CORE needs to begin construction on their infrastructure relocation. Construction is still projected to begin in spring of 2025
- **Union Pacific completes construction and Town staff works with authorities to finalize Downtown railroad quiet zone**  
Complete; the quiet zone is active
- **Acquire the right of way needed for the future widening of Fifth Street and Wolfensberger Road**  
Acquisitions are progressing; construction of Phase 1 (of two) is projected to begin in early 2025
- **Update the Town’s Transportation Master Plan**  
Work continues and is expected to be completed in 2024
- **Add a signs and maintenance position**  
This position has been filled

# 2024 PROJECT UPDATES

## Third Quarter

### SECURE OUR WATER FUTURE

Continue projects, programs and policies to advance the goals of securing 75% renewable water by 2050; reducing per-capita water consumption to 100 gallons per day; and maintaining affordable rates and fees, including:

- **Expand the Plum Creek Water Purification Facility**

Major equipment orders have been placed, and the contractor, Garney, is planning for site mobilization on Nov. 1 — initial work will include demolition of aerators, installation of new raw water piping and excavation of new pretreatment areas; Work Package 3 is planned for bidding and award in January 2025

- **Acquire additional water rights**

No additional purchases are planned at this time

- **Continue purchase of Chatfield Reservoir storage and design of Chatfield pump back infrastructure**

Closing has been completed on the 129 acre feet of storage; design of the Chatfield Pump Back project continues, and Castle Rock Water is negotiating with Denver Water to partner on the project

- **Install infrastructure within the Cherry Creek Basin and for the WISE project**

Construction bidding for the Pinery Pipeline and Pump Station Project is on hold, pending other priorities; the WISE Denver International Airport connection is approximately 35% complete, with completion is expected by March 2025; conceptual design of desalinization facilities is complete; Pilot testing of reverse osmosis is planned for May 2025

- **Continue to implement advanced metering infrastructure**

The testing of reading meters remotely through advanced metering infrastructure (AMI) has been scheduled for November and December, with a plan to go live with AMI meter reading in January 2025; AMI radios continue to be installed, with another 951 completed this quarter

- **Upgrade piping and pumping and control system equipment for Downtown Castle Rock**

Design of the Front Street connection to Downtown is proceeding on schedule, with construction planned for 2025

- **Complete McMurdo Gulch stream stabilization and storm sewer rehabilitation projects**

Construction bids for McMurdo Gulch Priority 3 project were received, and the award of the contract is expected to go to Town Council in November, with construction to start shortly thereafter; point repair on storm sewer in The Meadows is complete

- **Complete water and sewer line rehabilitation in parts of the Young American area, along with an upsizing of the Plum Creek gravity sewer (interceptor)**

Inliner Solutions will mobilize in October and perform lining operations on South Street near South Elementary School to coincide with fall break — remaining neighborhood lining will occur in November; the Plum Creek Interceptor project has been pushed into the future

- **Add an instrumentation and controls superintendent (SCADA) position and a landscape designer**

The SCADA position has been filled; the landscape designer position has been put on hold to save operating costs



# 2024 PROJECT UPDATES

## Third Quarter

### MAINTAIN STRONG PARKS AND RECREATION

- **Complete construction on Mitchell Gulch and Emerald parks**

Mitchell Gulch park is complete and open to the public; an event is scheduled for Oct. 11 to celebrate the official opening of Emerald Park with the public

- **Complete repairs to the slide tower at the Recreation Center**

Staff is working to address a few remaining construction needs, but the slides are open for public use

- **If approved, make a \$10 million down payment on a new sports development center for the community**

Construction documents for this potential facility are 90% complete; Town Council is expected to discuss the project's financing and related agreements in early 2025

- **Fund new golf carts and maintenance equipment and clubhouse upgrades at Red Hawk Ridge Golf Course**

Complete

- **Acquire Lost Canyon Ranch as open space**

The Town closed on this property in April, and a celebration among the purchasing partners was held in June; planning for public access is underway

- **Update the pool, flooring and toddler area at the MAC and the HVAC system at the Recreation Center**

The flooring and toddler area improvements at the MAC have been deferred to accommodate updates to the pool there; HVAC updates at the Rec Center are now planned for 2028

- **Add a Parks Maintenance position using proceeds from the voter-approved lodging tax**

This position has been filled

### SUPPORT ECONOMIC DEVELOPMENT

- **Fulfill existing economic incentive agreements and maintain capacity for new agreements**

Staff continues to monitor existing economic incentive agreements while forecasting funds available for new opportunities



# 2024 PROJECT UPDATES

## Third Quarter

### MANAGE TOWN FINANCES CONSERVATIVELY

- **Study and present to Council recommendations for ensuring the Town's fiscal sustainability — particularly with regard to public safety, roads and open space**

Town Council authorized a fall 2024 ballot item to ask voters to approve a 0.2% sales tax increase for police and fire

- **Closely monitor the Town's sales tax revenue relative to what is budgeted and adjust expenditures as may be required**

Staff continues to monitor sales tax monthly, which is tracking slightly above the budgeted 3% increase over 2023 year to date; staff will recommend adjustments as necessary as this trend merits

- **To ensure they are used only in the manner approved by voters, receive any "excess" TABOR revenues into a dedicated fund**

The Town was under its TABOR revenue cap by about \$450,000 for 2023 and, therefore, did not have any "excess" revenues to spend

- **To ensure maximum efficiency and accuracy of financial information, acquire new financial management software**

Staff is continuing preliminary discussions in this process and anticipates working with a Government Finance Officers Association consultant beginning in 2025 to prepare for this implementation



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 6. **File #:** ID 2024-113

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

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

**From:** Jeff Brauer, Director of Parks and Recreation

**Update:** Lost Canyon Ranch Open Space Master Planning Process

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### **Executive Summary**

The purpose of this Town Manager update is to provide Town Council with an overview on the master planning process of Lost Canyon Ranch Open Space.

An essential priority identified in the 2023 Community Survey was the preservation of open space. Lost Canyon Ranch was one of the last, large-acreage properties yet to be developed near Castle Rock. Its outstanding scenic resources, cultural resources and potential recreational opportunities are unparalleled. For this reason, the Town of Castle Rock, Castle Rock Water Enterprise, The Conservation Fund, Great Outdoors Colorado (GOCO), Douglas County and the Douglas Land Conservancy partnered to acquire this 681-acre property in spring 2024, representing the largest acquisition and protection of open space in Town history.

This summer, Parks and Recreation Department staff sought Request for Proposals from qualified consultants with expertise in open space master planning services. A master plan for Lost Canyon Ranch is crucial for ensuring long-term sustainability and functionality while balancing consideration of environmental conservation, recreational opportunities, potential development and the community's needs and vision.

The department invited three firms with experience to submit proposals after the RFP that was posted to the Rocky Mountain E-Purchasing system went unanswered. Wenk Associates, Stream Design and Design Concepts all submitted proposals and were interviewed by a review team comprised of representatives from the Parks and Recreation Department and the Town Manager's Office. Wenk Associates was selected based upon the overall strength of their proposal and interview, project understanding and project team.

Throughout 2024 and 2025, Wenk Associates will complete Site Assessment and Discovery, Concept Development and Final Plan Development and Approvals.

- **Phase One** - Site Assessment and Discovery will focus on gathering essential data through site tours, traffic studies and stakeholder workshops. This phase will produce a base map, site analysis and framework plan to guide future planning. It will also include a preliminary traffic study to assess the impact of access to the area.

Two public meetings will be held during this phase to provide outreach and education to adjacent neighbors. The first neighborhood meeting was held on Sept. 12, 2024 at Lost Canyon Ranch Open Space; approximately 10 adjacent neighbors attended and mostly expressed concern regarding increased traffic. An additional meeting will be held Tuesday, Oct. 22, also at Lost Canyon Ranch Open Space.

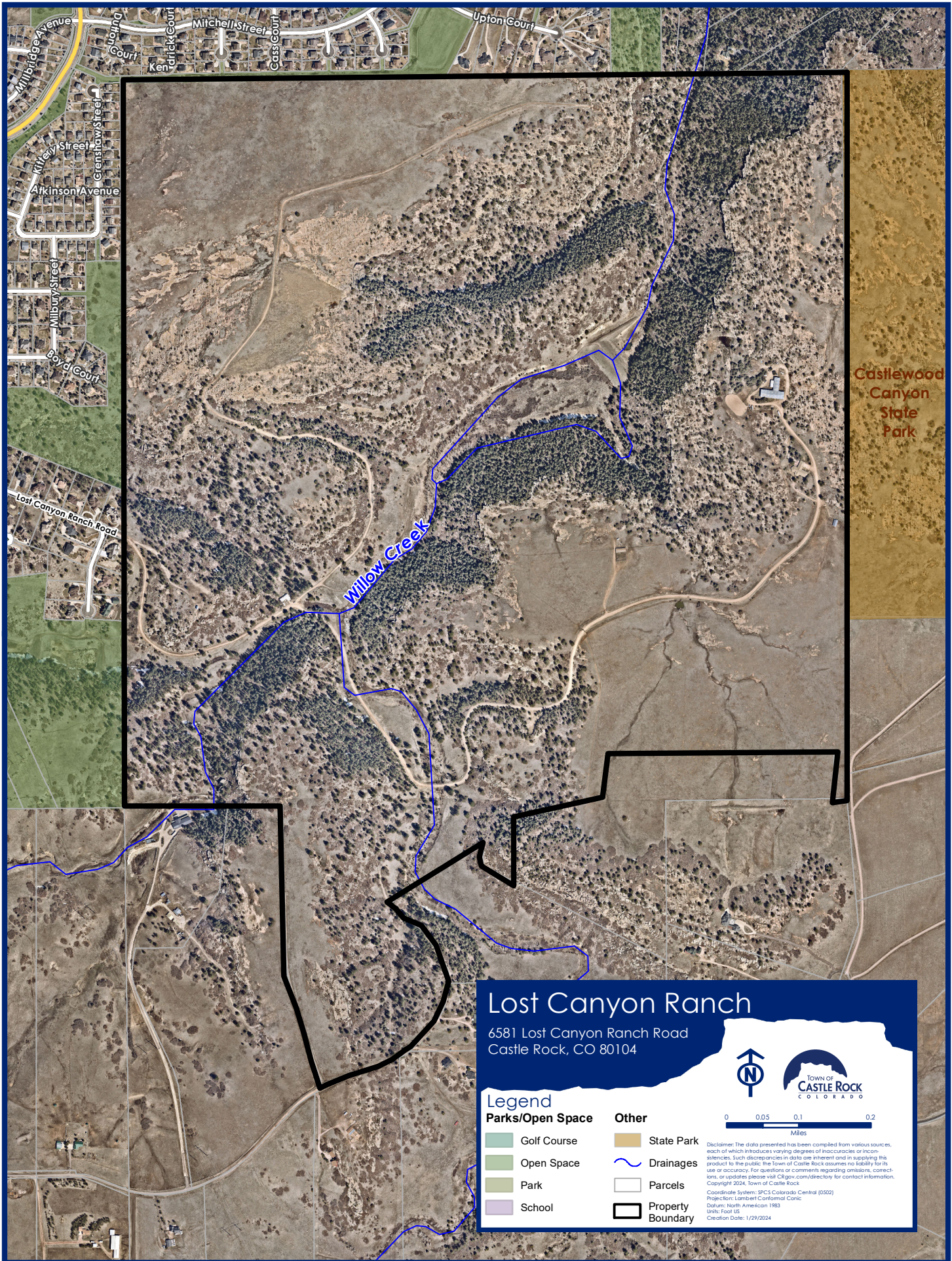
- **Phase Two** - Concept Development will feature a design charrette with the public and the development of two conceptual design alternatives based on community input. A public open house will be held to gather this input on Nov. 12, 2024 at Cantril School. Trails and connectivity analysis will also be conducted to ensure regional access.
- **Phase Three** - Final Plan Development and Approvals will integrate all feedback to finalize the master plan, a trail plan and a management plan with illustrative graphics, wayfinding signage and design guidelines for site amenities. This phase will conclude with an additional public open house to present the final plan and seek final approval from Town Council.

Following plan completion and approval, implementation will commence depending on budget availability. The master plan, trail plan and management plan must also be approved by the conservation easement holder, the Douglas Land Conservancy, prior to providing public access to the property.

## **Attachments**

Attachment A - Site Map





# Lost Canyon Ranch

6581 Lost Canyon Ranch Road  
Castle Rock, CO 80104

## Legend

### Parks/Open Space

- Golf Course
- Open Space
- Park
- School

### Other

- State Park
- Drainages
- Parcels
- Property Boundary



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 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](http://crgov.com/directory) for contact information. Copyright 2024, Town of Castle Rock.  
Coordinate System: SPCS Colorado Central (8302)  
Projection: Lambert Conformal Conic  
Datum: North American 1983  
Units: Foot US  
Creation Date: 1/29/2024



# **UPDATE: LOST CANYON RANCH OPEN SPACE MASTER PLANNING PROCESS**

PARKS AND RECREATION  
OCTOBER 15, 2024

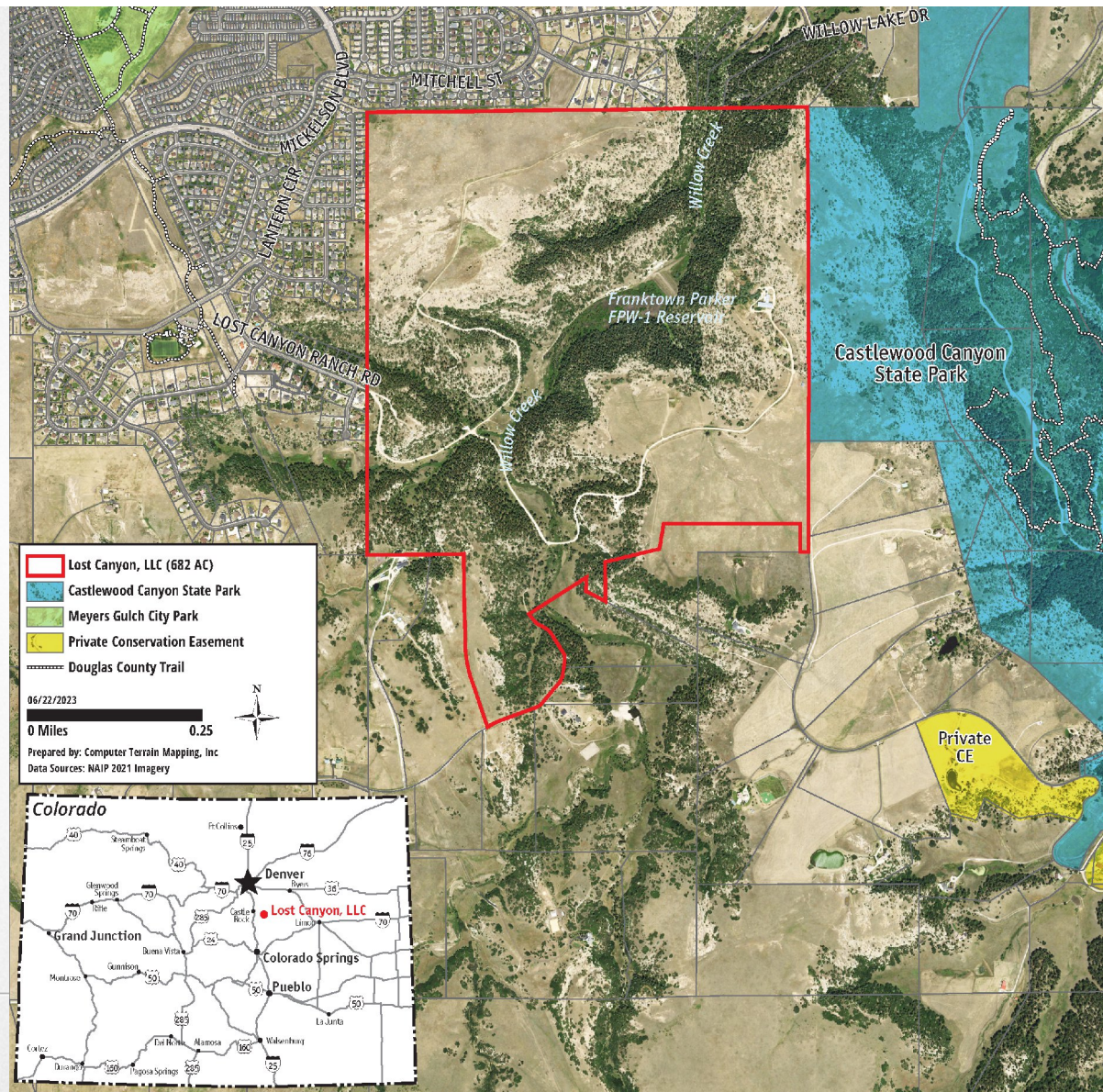




# LOST CANYON RANCH OPEN SPACE









# FUNDING PARTNERS

Partner contributions

\$6.3M

Town of Castle Rock, including  
\$1.3M from Castle Rock Water

\$3M

GOCO Centennial  
Grant Program award

\$5.5M

Douglas County

\$200K

private donation through  
The Conservation Fund

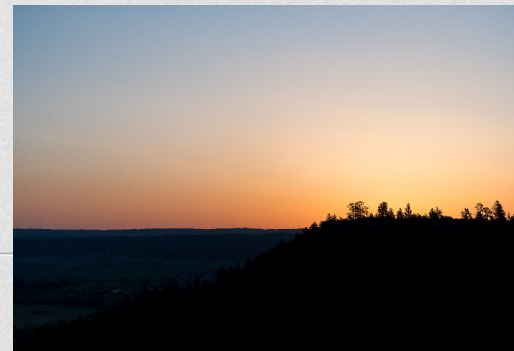
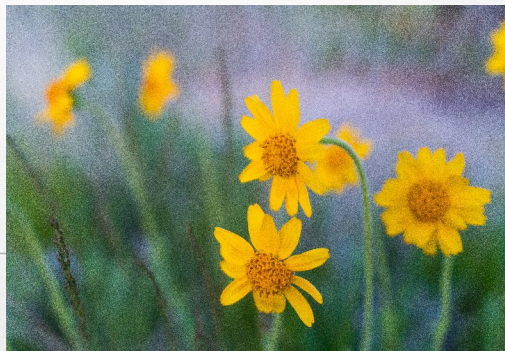
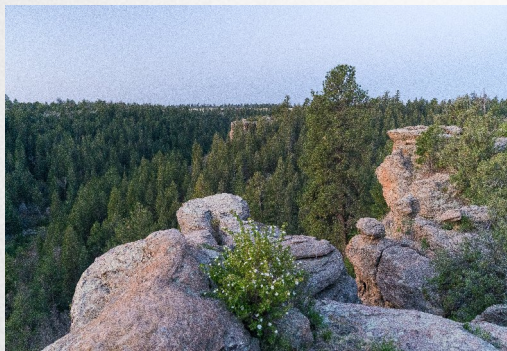
\$15,009,432  
total acquisition cost





# REGIONAL PARTNERSHIP AND RECOGNITION

Blue Grama Award Winner - Outstanding Achievement in Community Partnership and Collaboration





# MASTER PLANNING PROCESS

Wenk and Associates selected for master plan development.

## Phase One (Site Assessment and Discovery)

- Site analysis
- Traffic study
- Stakeholder workshops
- Base map development

## Phase Two (Concept Development)

- Design charette
- Conceptual design alternatives
- Trails and connectivity regional analysis

## Phase Three (Final Plan Development and Approvals)

- Finalize master plan, trail plan and management plan
- Set wayfinding and design guidelines for site amenities
- Public meeting for input on final plans
- Seek plan approvals – Town Council, Douglas Land Conservancy





# PUBLIC MEETING SCHEDULE

Two meetings will be held to provide outreach and education to adjacent neighbors

- Sept. 12, 2024 at Lost Canyon Ranch
- Oct. 22, 2024 at Lost Canyon Ranch

Two public meetings will be held to gather input for conceptual designs and plans once finalized

- Nov. 12, 2024 at Cantril School
- Spring 2025, TBD





**THANK YOU**  
QUESTIONS?





# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 7. **File #:** ID 2024-114

---

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

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

**From:** Mark Marlowe, P.E., Director of Castle Rock Water  
Matt Benak, P.E., Water Resources Manager  
Adriana Alfaro, Water Resources Program Analyst

**Update: Water Court Cases** *[Cases located in Douglas County, Weld County and other areas near the Lower South Platte River]*

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### **Executive Summary**

Acquiring, changing, using and protecting the Town's water rights is a key component of the Town's long-term renewable water plan as well as an important aspect of managing our groundwater rights. This requires the Town to file applications in Water Court and file oppositions where an application by another entity has the potential to injure the Town's water rights. The Town is continuing to contract with Lyons Gaddis as our water attorneys and W.W. Wheeler Associates and Miller Groundwater Engineering for water resources consulting support. The purpose of this memorandum is to update Town Council on the Town's current Water Court cases.

The Town currently has five active cases where we are the applicant and three pending cases where we will be the applicant. Two of the cases are related to Castle Rock's future water rights along the lower South Platte River at Fremont Butte Reservoir. Castle Rock is partnering with Parker Water & Sanitation District and Lower South Platte Water Conservancy District on the Platte Valley Water Partnership (PVWP) Project. Two of the applications are for changing the place of use for senior water rights (Deer Creek and Meadow Ditch) that the Town recently acquired. Finally, one application is for proving that Castle Rock Water conducted its proper diligence on conditional renewable water rights associated with the Heckendorf wells. There is one active case in which the Town is an intervenor and another that we are a plaintiff. There are twelve cases that the Town is or was opposing that could have a negative impact (i.e. injure) our water rights. These cases are summarized in **Attachment A** with additional details in the following discussion.

To date in 2024, Castle Rock Water has spent \$594,306 of our budgeted \$891,000 on costs related to water court cases of which \$39,114 was spent on our Box Elder case.

### **Budget Impact**



In the annual budgeting process, Castle Rock Water budgets money for Legal Services related to Water Court cases, other water resource legal matters, and Intergovernmental Agreement negotiations. Castle Rock Water also budgets money for water resources consulting services related to support of Water Court cases and the Town's water rights, water resources planning and evaluation, preparation of technical memos and engineering reports, water rights accounting, and other as-directed matters. To date in 2024, Castle Rock Water has spent \$594,306 of our budgeted \$891,000 on costs related to water court cases of which \$39,114 was spent on our Box Elder case. Legal services cost for the Town to date have been \$322,506 while engineering services have cost \$241,800.

### **Staff Recommendation**

Staff recommends continuing to file and work water court cases as the applicant, which will provide maximum benefit for use of our water rights, and file cases as an opposer where our water rights could be impacted. Where we are the applicant, the goal is to obtain stipulations from opposers as quickly as possible while being protective of the Town's water rights. On cases we oppose, we want to stipulate as early as possible but we must make sure we can do this while protecting our rights. Staff will continue to keep Council updated regarding active Water Court cases on an annual basis.

### **Attachments**

Attachment A: Summary of Cases



## **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  
Matt Benak, P.E., Water Resources Manager  
Adriana Alfaro, Water Resources Program Analyst

**Title:** ***Update: Water Court Cases*** [Cases located in Douglas County, Weld County and other areas near the Lower South Platte River]

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### **Executive Summary**

Acquiring, changing, using and protecting the Town's water rights is a key component of the Town's long-term renewable water plan as well as an important aspect of managing our groundwater rights. This requires the Town to file applications in Water Court and file oppositions where an application by another entity has the potential to injure the Town's water rights. The Town is continuing to contract with Lyons Gaddis as our water attorneys and W.W. Wheeler Associates and Miller Groundwater Engineering for water resources consulting support. The purpose of this memorandum is to update Town Council on the Town's current Water Court cases.

The Town currently has five active cases where we are the applicant and three pending cases where we will be the applicant. Two of the cases are related to Castle Rock's future water rights along the lower South Platte River at Fremont Butte Reservoir. Castle Rock is partnering with Parker Water & Sanitation District and Lower South Platte Water Conservancy District on the Platte Valley Water Partnership (PVWP) Project. Two of the applications are for changing the place of use for senior water rights (Deer Creek and Meadow Ditch) that the Town recently acquired. Finally, one application is for proving that Castle Rock Water conducted its proper diligence on conditional renewable water rights associated with the Heckendorf wells. There is one active case in which the Town is an intervenor and another that we are a plaintiff. There are twelve cases that the Town is or was opposing that could have a negative impact (i.e. injure) our water rights. These cases are summarized in **Attachment A** with additional details in the following discussion.

To date in 2024, Castle Rock Water has spent \$594,306 of our budgeted \$891,000 on costs related to water court cases of which \$39,114 was spent on our Box Elder case.

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

On September 25, 2024, an update on the water court cases was presented to Castle Rock Water Commission.

### **Discussion**

The Town has five active and three pending Water Court Cases in which the Town is the applicant. These cases are summarized below:

1. 21CW3185 – This case was filed on October 25, 2021. This is an application for a conditional storage right on the South Platte River at (a future) Fremont Butte Reservoir. The case is before the Water Judge. The status conference is scheduled on April 29, 2025 and the trial is scheduled between October 12 to October 30, 2026. The Town's case is trailing Parker and Lower South Platte's Case No. 19CW3253. This is a project with Parker Water and Sanitation District (PWSD) that would divert water from the lower South Platte River and pipe it south and west to Rueter-Hess Reservoir for delivery to Parker and the Town. There are 35 opposers to the case. One opposer has stipulated.

To date in 2024, the Town has spent \$20,680 on this case between legal and water resources consulting fees.

2. 22CW3155 – This case was filed on October 27, 2022. In this case, the Town seeks conditional rights of appropriative right of exchange on Plum Creek and East Plum Creek to reuse and successively use to extinction the Fremont Butte Water Rights (21CW3185) for all decreed purposes after the first use in the Town's municipal system. The case is before the Water Referee. The status conference is scheduled for December 28, 2024 and the Town's responses to opposer's comments are also due that day. There is one opposer remaining and three who have stipulated. As of June 28, 2024, the case has not yet been re-referred to the Water Judge.

To date in 2024, the Town has spent \$2,281 on this case between legal and water resources consulting fees.

3. 23CW3061 – This case was filed on May 31, 2023. The Town seeks change to the Deer Creek water rights and exchanges. The case is before the Water Referee. There are seven opposers remaining and one opposer has stipulated. Opposer's comments are due October 4, 2024. The Town is to respond to comments December 6, 2024. The status conference is scheduled December 17, 2024.

To date in 2024, the Town has spent \$21,470 on this case between legal and water resources consulting fees.

4. 24CW3037 – This case was filed March 27, 2024 and is an application for the change of Meadow Ditch water rights and exchanges. There are 7 opposers and the status conference is scheduled for November 14, 2024.



To date in 2024, the Town has spent \$7,571 on this case between legal and water resources consulting fees.

5. 24CW3052 – This case was filed in April 2024 and is an application for diligence for the Heckendorf Wells and Exchange. There are no opposers and we are prepared to file motion for entry of ruling.

To date in 2024, the Town has spent \$7,272 on this case between legal and water resources consulting fees.

6. 24CW\_\_\_\_\_ – Pending application for diligence on Chatfield Refill and Pump Station. Diligence application due 10/31/2024.

To date in 2024, the Town has spent \$22,463 on this case between legal and water resources consulting fees.

7. 25CW\_\_\_\_\_ – Pending application for diligence 12CW232 (1985 wells and prior exchanges). Diligence application due 9/30/2025.

To date in 2024, the Town has spent \$0 on this case between legal and water resources consulting fees.

8. 25CW\_\_\_\_\_ – Pending application for diligence 17CW3211 Plum Creek Diversion and Storage. Diligence application due 10/31/2025.

To date in 2024, the Town has spent \$0 on this case between legal and water resources consulting fees.

The Town has two cases in which we are the plaintiff.

1. The case is known as Parker v. Rein Case No. 21CW3046 (23SA141). The question is related to whether or not non-tributary groundwater is subject to a total allowed withdrawal. This question concerns the Town's deep Denver Basin groundwater and the legal ability to continue to withdraw water in the legislatively defined "average annual amount" in perpetuity or until the supply has been exhausted. This case is being appealed at the Supreme Court. This case has been fully briefed and oral argument occurred May 7, 2024. We are awaiting the Supreme Court decision which is expected in November 2024.

To date, the Town has spent \$125,646 on this case and previous work opposing the proposed non-tributary rules leading up to this case for legal fees. In 2024, the Town has spent \$6,975 on this case.

2. The Town filed Castle Rock v. Rein Case No. 22CW3145. The case is currently under a Motion to Stay pending the outcome of 21CW3046. Case 21CW3046 is now going to the Supreme Court. See previous item for more details.

To date in 2024, the Town has spent \$25.50 on this case.

The Town has twelve current active cases where the Town is an opposer.

Costs for opposition to date in 2024 have been \$301,758. Costs are typically on the order of \$55,000 annually.

These cases are summarized below:

1. 19CW3253 – The Town was an opposer in the PWSD and Lower South Platte Water Conservancy District's storage rights, appropriative rights of exchange and change of water rights on the South Platte near Box Elder Creek during 2024. This case is before the Water Judge. The Town was opposing this case because it may have caused injury to Town's water rights on the South Platte River and Box Elder Creek. It is also important to note that the Town may partner with PWSD on the project which is related to this water court case, the Logan Farms Project (i.e. Platte Valley Water Partnership). The Town has stipulated. The trial is scheduled for August 11, 2025 to August 29, 2025, but the Town is no longer opposing so we will just monitor progress. Outcomes in this trial will impact or ability to get approval on our water right application in the same location, case number 21CW3185, see above.

To date in 2024, the Town has spent \$433 on this case.

2. 20CW3214 – The Town is currently an opposer in the State Land Board, Rangeview Metropolitan District and Pure Cycle application to change conditional water rights and amend their augmentation plan. The case is currently before the Water Judge. We are awaiting final trial transcripts (written Rule 41(b) motions to be filed within 25 days). The Town is opposing this case because it may cause injury to Town's water rights on Box Elder Creek in Case No. 19CW3231.

To date in 2024, the Town has spent \$271,868 on this case.

3. 21CW3193 – The Town was an opposer in the Central Colorado Water Conservancy District application for appropriative rights of exchange and approval of augmentation plan including exchanges. The case is currently before the Water Judge, and the Town has stipulated. The Town was opposing this case due to potential injury to Town's water rights on Box Elder Creek.

To date in 2024, the Town has spent \$1,825 on this case.

4. 22CW3103 – The Town is currently an opposer to the Perry Park Metropolitan District's application for water rights and approval of plan for augmentation with conditional rights of exchange. The case is before the Water Referee. The status conference is scheduled for January 15, 2025. The Town is opposing this case due to potential injury to Town's rights on West Plum Creek.

To date in 2024, the Town has spent \$120 on this case.

5. 22CW3111 – The Town was an opposer to the Castle Pines Metropolitan District's (CPMD) application for changes of non-tributary groundwater rights. The case is before the Water Referee. The Town has stipulated. The Town was opposing this case due to disputed ownership of the groundwater between the two entities. The Town has already claimed ownership of the disputed groundwater with the Town's wellfield case 19CW3039, but has agreed to release that minor ownership of 8.8 AF annually (in the Denver aquifer).

To date in 2024, the Town has spent \$8,914 on this case.

6. 23CW3011 – The Town was an opposer to the Greatrock Water and Sanitation District application for new conditional and absolute water rights and amendments to plans for augmentation. The case is before the Water Referee. Castle Rock has stipulated. The Town was opposing this case due to potential injury to Town's water rights on Box Elder Creek.

To date in 2024, the Town has spent \$148 on this case.

7. 23CW3121 – The Town is currently an opposer to the Parker Water & Sanitation District application for change of water rights (Herzog Ditch shares). The case is before the Water Referee. On October 18, 2024, Parker's proposed ruling and engineering is due. On December 20, 2024, the opposer's (Town's) comments are due. The status conference is scheduled for January 7, 2025. The Town is opposing this case due to potential injury to Town's water rights on Cherry Creek.

To date in 2024, the Town has spent \$1,953 on this case.

8. 23CW3124 – The Town was an opposer to the Lloyd Land application for underground water rights, an amendment of underground water rights, and approval of a plan for augmentation. The case is before the Water Judge. Castle Rock has stipulated. The Town was opposing this case due to potential injury to Town's water rights on Box Elder Creek.

To date in 2024, the Town has spent \$4,854 on this case.

9. 23CW3129 – The Town is currently an opposer to the Mountain Plains Investment Corporation application for change of water rights and addition of replacement water to the existing plan for augmentation. The case is before the Water Judge. The status conference is scheduled for October 3, 2024. The Town is opposing this case due to potential injury to Town's water rights on Cherry Creek.

To date in 2024, the Town has spent \$1,252 on this case.

10. 23CW3180 – The Town is currently an opposer to the Central Colorado Water Conservancy District application for change of water rights to include alternate places of storage and alternate points of diversion. The case is before the Water Referee. The status conference is scheduled for August 27, 2024. The Town is opposing this case due to potential injury to the Town's water rights in Chatfield Reservoir and Rueter-Hess



Reservoir. The Town is trying to work with Central Colorado Water Conservancy District to partner on this water right.

To date in 2024, the Town has spent \$5,197 on this case.

11. 24CW3088 – The Town is currently an opposer to the Central Colorado Water Conservancy District application to make conditional water rights partially absolute and for finding a reasonable diligence. The case is before the Water Referee. No deadlines are yet set. The Town is opposing this case due to potential injury to the Town's water rights in Chatfield Reservoir.

To date in 2024, the Town has spent \$215 on this case.

12. 24CW3094 – The Town is currently an opposer to the Mount Carbon Metropolitan District application for findings of reasonable diligence. The case is before the Water Referee. No deadlines are yet set. The Town is opposing this case due to potential injury to the Town's water rights in Chatfield Reservoir.

To date in 2024, the Town has spent \$186 on this case.

### **Budget Impact**

In the annual budgeting process, Castle Rock Water budgets money for Legal Services related to Water Court cases, other water resource legal matters, and Intergovernmental Agreement negotiations. Castle Rock Water also budgets money for water resources consulting services related to support of Water Court cases and the Town's water rights, water resources planning and evaluation, preparation of technical memos and engineering reports, water rights accounting, and other as-directed matters. To date in 2024, Castle Rock Water has spent \$594,306 of our budgeted \$891,000 on costs related to water court cases of which \$39,114 was spent on our Box Elder case. Legal services cost for the Town to date have been \$322,506 while engineering services have cost \$241,800.

### **Staff Recommendation**

Staff recommends continuing to file and work water court cases as the applicant, which will provide maximum benefit for use of our water rights, and file cases as an opposer where our water rights could be impacted. Where we are the applicant, the goal is to obtain stipulations from opposers as quickly as possible while being protective of the Town's water rights. On cases we oppose, we want to stipulate as early as possible but we must make sure we can do this while protecting our rights. Staff will continue to keep Council updated regarding active Water Court cases on an annual basis.

### **Attachments**

Attachment A: Summary of Cases

**TOWN OF CASTLE ROCK WATER COURT CASES  
(AUGUST 2024)**

Pending and Near Future Cases as Applicant			
Case No.	Applicant	Claims	Comments and Deadlines
21CW3185	Castle Rock	Application for conditional storage right on South Platte River at Fremont Butte Reservoir	Before the Water Judge 35 opposers remaining; 1 opposer stipulated 4/29/25 - Status conference Trial scheduled - 10/12/26 – 10/30/26 Trailing application of Parker Water & Sanitation District
22CW3155	Castle Rock	Application for exchange of water on Plum Creek from Fremont Butte Reservoir	Before the Water Referee 1 opposer remaining; 3 opposers stipulated 12/28/24 – Status conference and Castle Rock’s responses to Opposers’ comments 6/28/24 - Not yet re-referred to the Water Judge
23CW3061	Castle Rock	Application for change of Deer Creek water rights, exchanges	Before the Water Referee 7 opposers remaining; 1 opposer stipulated 10/4/24 – Opposers’ comments due 12/6/24 – Castle Rock to respond to comments 12/17/24 - Status conference
24CW3037	Castle Rock	Application for change Meadow Ditch water rights	Before the Water Referee 7 opposers; none have stipulated 8/30/24 – Castle Rock’s proposed ruling due 11/1/24 – Opposers’ comments due 11/14/24 – Status conference
24CW3052	Castle Rock	Application for diligence for Heckendorf Wells and Exchange	Before the Water Referee No opposers Prepared to file motion for entry of ruling
24CW____	Castle Rock	Application for diligence on Chatfield Refill and Pump Station	Diligence application due 10/31/2024
25CW____	Castle Rock	Application for diligence 12CW232 (1985 wells and prior exchanges)	Diligence application due 9/30/2025
25CW____	Castle Rock	Application for diligence 17CW3211 Plum Creek Diversion and Storage	Diligence application due 10/31/2025

**TOWN OF CASTLE ROCK WATER COURT CASES  
(AUGUST 2024)**

Pending Case as a Plaintiff			
Case No.	Caption	Claims	Comments and Deadlines
23SA141 (21CW3046)	Parker Water v. Rein	Complaint in intervention and answer in intervention related to whether non-tributary groundwater is subject to a total allowed withdrawal	Appealed to Supreme Court Fully- briefed and oral argument occurred 5/7/24 Awaiting Supreme Court decision
22CW3145	Castle Rock v. Rein	Complaint related to whether Castle Rock's well permits should contain total allowed withdrawal	Case stayed pending outcome of 21CW3046 (23SA141)
Pending Cases as Opposer			
Case No.	Applicant	Claims	Comments and Deadlines
19CW3253	Parker Water & Sanitation District and Lower South Platte Water Conservancy District	Application for storage rights, appropriative rights of exchange and change of water rights on South Platte	Before the Water Judge Castle Rock has stipulated Trial scheduled – 8/11/25 to 8/29/25
20CW3214	State Land Board; Rangeview Metropolitan District; Pure Cycle Corp	Application to change conditional water rights and amend augmentation plan	Before Water Judge Awaiting final trial transcripts; written Rule 41(b) motions to be filed within 35 days Issue: Injury to Castle Rock's Box Elder Creek water rights
21CW3193	Central Colorado Water Conservancy District	Application for appropriative rights of exchange and approval of augmentation plan including exchanges	Before Water Judge Castle Rock has stipulated Issue: Injury to Castle Rock's Box Elder Creek water rights
22CW3103	Perry Park Metropolitan District	Application for water rights and approval of plan for augmentation with conditional rights of exchange	Before Water Referee Case stayed 1/15/25 – Status conference Issue: Injury to Castle Rock's water rights on West Plum Creek
22CW3111	Castle Pines Metropolitan District	Application for changes of nontributary groundwater rights	Before Water Referee Castle Rock has stipulated Issue: Ownership of groundwater
23CW3011	Greatrock Water and Sanitation District	Application for new conditional and absolute water rights and amendments to plans for augmentation	Before Water Referee Castle Rock has stipulated Issue: Injury to Castle Rock's Box Elder Creek water rights



**TOWN OF CASTLE ROCK WATER COURT CASES  
(AUGUST 2024)**

23CW3121	Parker Water & Sanitation District	Application for change of water rights – Herzog Ditch shares	Before Water Referee 10/18/24 – Parker’s proposed ruling and engineering due 12/20/24 – Opps’ comments due 1/7/25 – status conference Issue: Injury to Castle Rock’s water rights on Cherry Creek
23CW3124	Lloyd Land	Application for underground water rights, amendment of underground water rights, and approval of plan for augmentation	Before Water Judge Castle Rock has stipulated Issue: Injury to Castle Rock’s Box Elder Creek water rights
23CW3129	Mountain Plains Investment Corporation	Application for change of water rights and addition of replacement water to existing plan for augmentation	Before the Water Judge 10/3/24 – Status conference Issue: Injury to Castle Rock’s water rights on Cherry Creek
23CW3180	Central Colorado Water Conservancy District	Application for change of water rights to include alternate places of storage and alternate points of diversion	Before Water Referee 8/27/24 – Status conference Issue: Injury to Castle Rock’s water rights in Chatfield Reservoir and Rueter-Hess Reservoir
24CW3088	Central Colorado Water Conservancy District	Application to make conditional water rights partially absolute and for finding of reasonable diligence	Before Water Referee No deadlines yet set Issue: Injury to Castle Rock’s water rights in Chatfield Reservoir
24CW3094	Mount Carbon Metropolitan District	Application for findings of reasonable diligence	Before Water Referee No deadlines yet set Issue: Injury to Castle Rock’s water rights in Chatfield Reservoir



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 8. **File #:** ID 2024-115

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

**Through:** Tara Vargish, Director of Development Services

**From:** Kevin Wrede, Planning Manager

**Update: Quasi-Judicial Projects**

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### **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: October 15, 2024

## **AGENDA MEMORANDUM**

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

**Through:** Tara Vargish, Director Development Services

**From:** Kevin Wrede, Planning Manager

**Title:** **Update: Quasi-Judicial Projects**

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### **Executive Summary**

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

### **New Quasi-Judicial Applications:**

No new formal applications.

### **On-going Quasi-Judicial Applications (currently under review):**

#### **24 S. Cantril Street Site Development Plan (Residential Tri-Plex)**





Zaga Design Group, on behalf of property owner Cottonwood Row, LLC, has submitted a Site Development Plan application and a Historic Preservation Design Review application for a three-story, 36 foot tall triplex building at 24 South Cantril Street. Located within the Craig & Gould neighborhood, 24 South Cantril Street is a 0.288 acre property located at the end of South Cantril Street on the east side of the street. Each unit has a two car garage accessed from the alleyway. The proposal will require hearings in front of the Historic Preservation Board, Planning Commission and Town Council. The property is located in Mayor Pro Tem LaFleur's district.

#### **104 N. Lewis Street – Design Review**



Steve and Susan Thayer have submitted an application for design review of a new single family residence. The applicant is proposing a one story single family residence with a basement. The main floor includes 2,586 square feet of finished space. The property is located at 104 North Lewis Street within the Craig and Gould neighborhood. The design review application will require a public hearing before the Historic Preservation Board for review and final decision. This project is located in Mayor Pro Tem LaFleur's district.



## 629 Sixth Street Historic Preservation Design Review



Property owner, Leah Terzulli, has submitted an application for a Design Review by the Historic Preservation for a new single family home at 629 Sixth Street. The property is located on the north side of Sixth Street between Cantril and Lewis Streets and is 0.14 acres (6098 sq. ft.) in size. The applicant is proposing a two-story single family home and a detached garage with an accessory dwelling above the garage. All applications for new construction in the Craig and Gould neighborhood require a public hearing before the Historic Preservation Board. The property is located within Mayor Pro Tem LaFleur's district.

## Auburn Heights Apartments Planned Development Plan 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, which is approximately 6 acres

in size and 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 located within Councilmember Bracken's district.

### Brickyard Mixed Use Site Development Plan



Confluence Companies has submitted a quasi-judicial Site Development Plan (SDP) application for the 18.8 acre Brickyard mixed-use development located at 401 Prairie Hawk Drive. The site plan proposed both vertical and horizontal mix of uses, to include 506 multifamily residential units. The units will be a for-lease product, primarily apartments/condo style, with 24 townhomes. Approximately 178,000 square feet of non-residential uses will include a destination hotel with pool, shops and bar, as well as, restaurants, retail, office, and conference venue space throughout the development. Parking will be provided through a combination of on-street and structured garages, and will comply with the Municipal Code requirements for joint use of parking spaces. Two points of access to the development will be provided from the east, via existing Prairie Hawk Drive, and one connection will be made on the west through Miller's Landing to Plum Creek Parkway



## Brickyard Planned Development Plan



Confluence Companies has submitted an application for The Brickyard Planned Development Plan and Zoning Regulations, a mixed-use development with a maximum of 600 multi-family dwelling units, and office, retail, hotel, performance venue and recreational space. The site is approximately 31 acres and is located on Prairie Hawk Drive, north of Plum Creek Parkway and south of Topeka Way. The proposed rezoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is located in Councilmember Bracken's district.



# Chateau Valley Site Development Plan





Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 415-unit residential subdivision on 113 acres. The 415 units are composed of 257 single family detached homes and 63 paired homes (158 units). The property, which is within the Young American Planned Development (PD), is generally located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision. The Site Development Plan includes a total of 42.2 acres of open space. The SDP will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is located within Councilmember Brooks' district.

### **The City Hotel Site Development Plan**



White Development has submitted an application for a Downtown Site Development Plan and a Historic Preservation Landmark Alteration Certificate for the City Hotel project located at 415 N. Perry St. The City Hotel project consists of a new four story 33 room hotel project that includes 2,578 square feet of commercial space and the restoration of the historically landmarked City Hotel building. The restored City Hotel building will serve as the main food and beverage venue. The project proposes 6 on-site parking spaces and valet parking that will utilize offsite parking. The Landmark Alteration Certificate application will require a public hearing before the Historic Preservation Board. The Downtown Site Development Plan application will require a public hearing before the Design Review Board. The property is located in Mayor Pro Tem LaFleur's district.



Dawson Trails

Subject Property

25

Unincorporated Douglas County

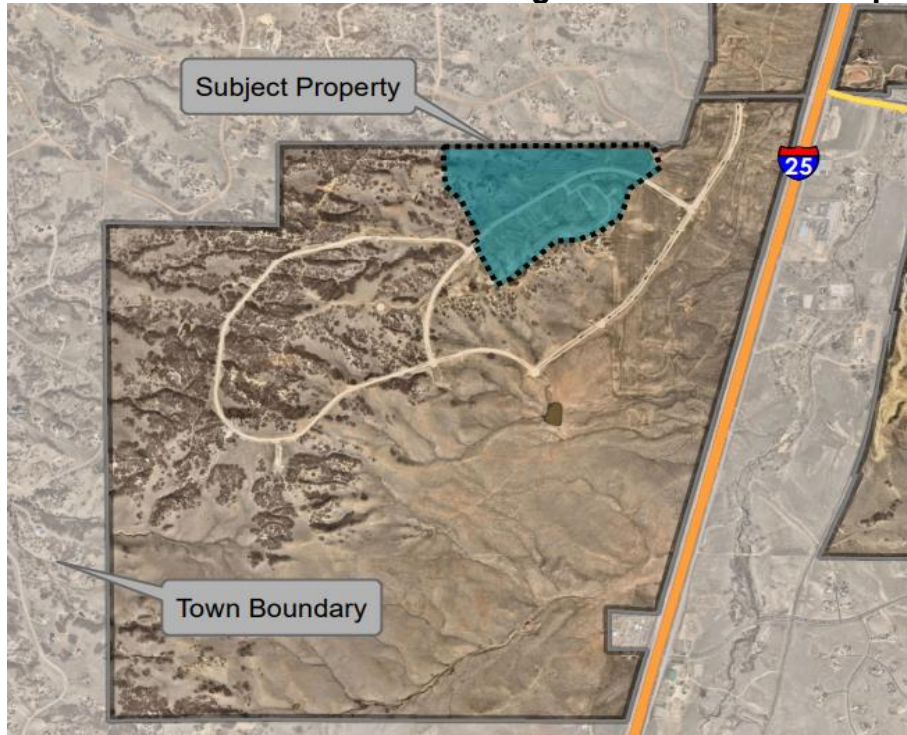
Crystal Valley Parkway

# Crystal Valley Mixed-Use Site Development Plan



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

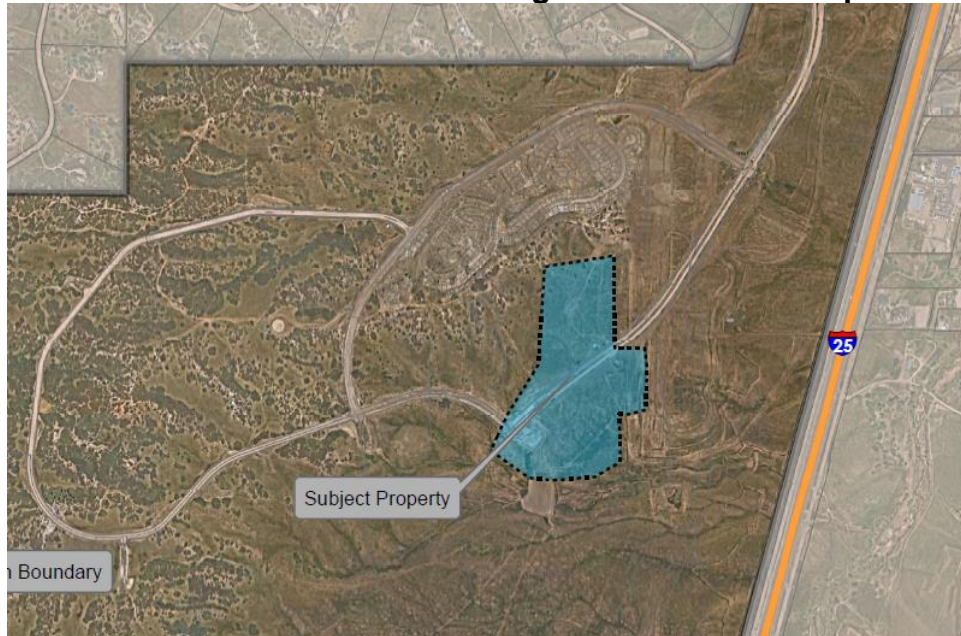
#### **Dawson Trails Residential-Planning Area B-1 Site Development Plan**



Westside Investment Partners, LLC has submitted an application for a Site Development Plan (SDP) located in the Dawson Trails PD. This is the first proposed residential development in Dawson Trails, and is located in the north-central area of the PD, adjacent to the Twin Oaks subdivision in Douglas County. The applicant is proposing 230 single family lots for detached units, and a 1-acre neighborhood park, on approximately 78 acres with a gross density of 2.9 dwelling units per acre. 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 in Councilmember Dietz's district



## Dawson Trails Residential-Planning Area D Site Development Plan



AMC Dawson Trails VIII JV LLC submitted an application for a Site Development Plan. The applicant is proposing 254 single-family residential lots on approximately 56 acres within Planning Area D of the Dawson Trails PD. Approximately 13 acres is designated as open space. Planned amenities include a neighborhood park, and hard surface and crusher fine trail extensions. The site is located in the east central area of the PD and is the second proposed residential neighborhood in the Dawson Trails. Please see the attached vicinity map. The Site Development Plan will require public hearings before the Planning Commission and Town Council. This project is located in Councilmember Dietz' district.

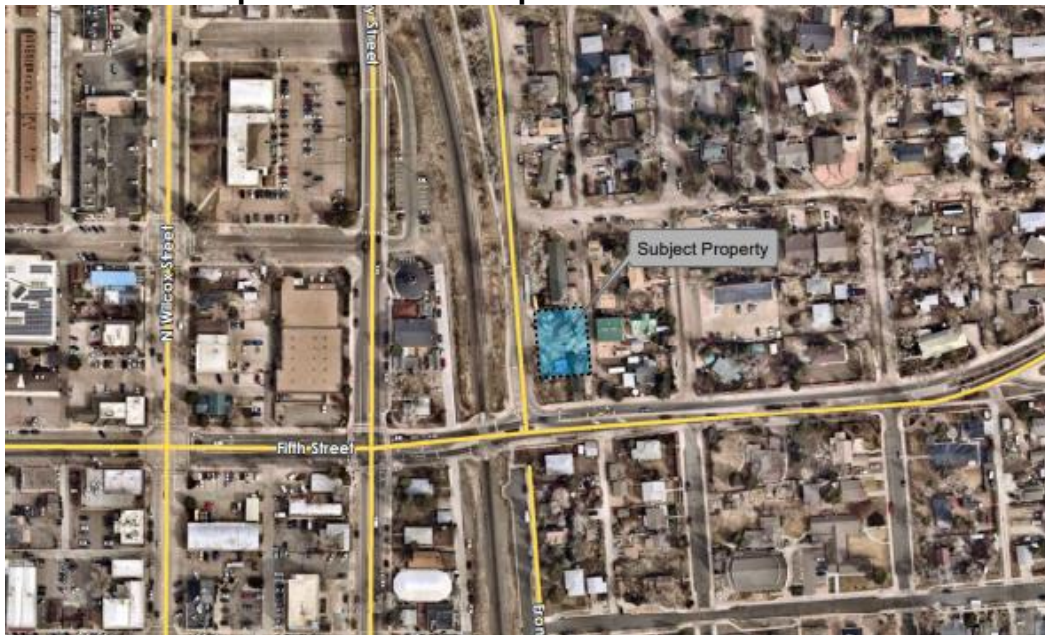
## Eternal Rock Evangelical Lutheran Church Site Development Plan Amendment





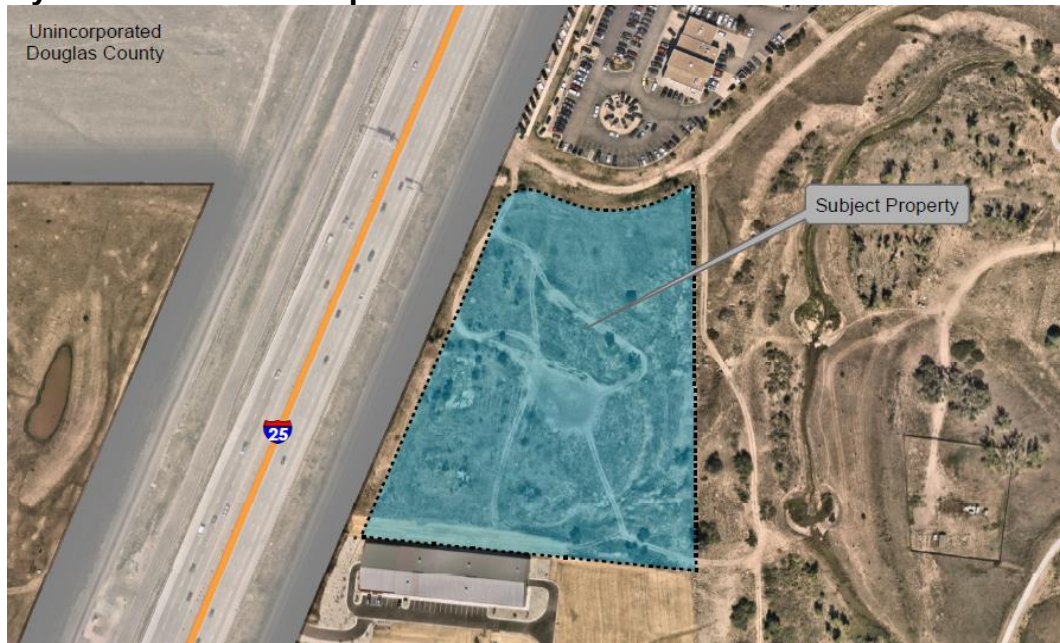
The property owner has submitted an application for a Site Development Plan known as Eternal Rock Evangelical Lutheran Church for approval of new landscaping, new signage, new storage facility, and to reconfigure the parking lot with the addition of a second entrance together with new curb/gutter/sidewalk along Phelps Street on the 0.63-acre property. The Downtown Site Development Plan will require a public hearing before the Design Review Board for review and final decision. The property is located in Mayor Pro Tem LaFleur's district.

### **Front Street Triplexes Site Development Plan**



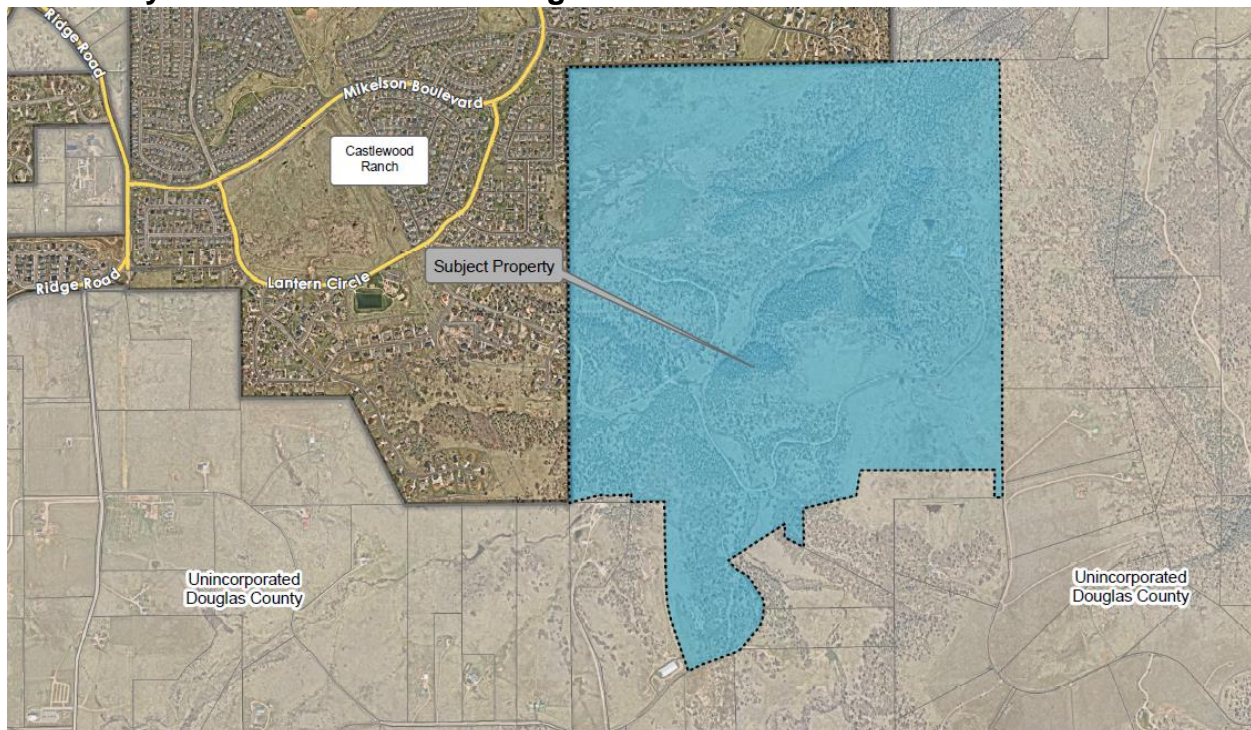
Total Development Corporation, on behalf of Front & Center, LLC, has submitted an application for a Site Development Plan for approval of two triplex residential buildings on a 0.273-acre lot on Front Street between Fifth and Sixth Streets. Each unit will be two bedrooms and 2.5 bathrooms and a total of 14 parking spaces will be provided on the property.. The applicant has also submitted an application for architectural review by the Historic Preservation Board as the property is within the Craig & Gould neighborhood. A public hearing will be held before the Historic Preservation Board for review and approval of the project's architecture. The property is located in Mayor Pro Tem LaFleur's district.

## Hyundai Car Dealership



Adragna Architecture and Development on behalf of Foundation Auto Group has submitted an application for a Use by Special Review Site Development Plan application for a new Hyundai Car Dealership. The proposal is for an approximately 33,000 square foot automotive dealership and service center on a 6.4 acre vacant lot. The property is located at the corner of S Wilcox St and Brookside Circle. The proposal is a Use by Special Review and requires public hearings before Planning Commission and Town Council. The property is located in Councilmember Dietz's district.

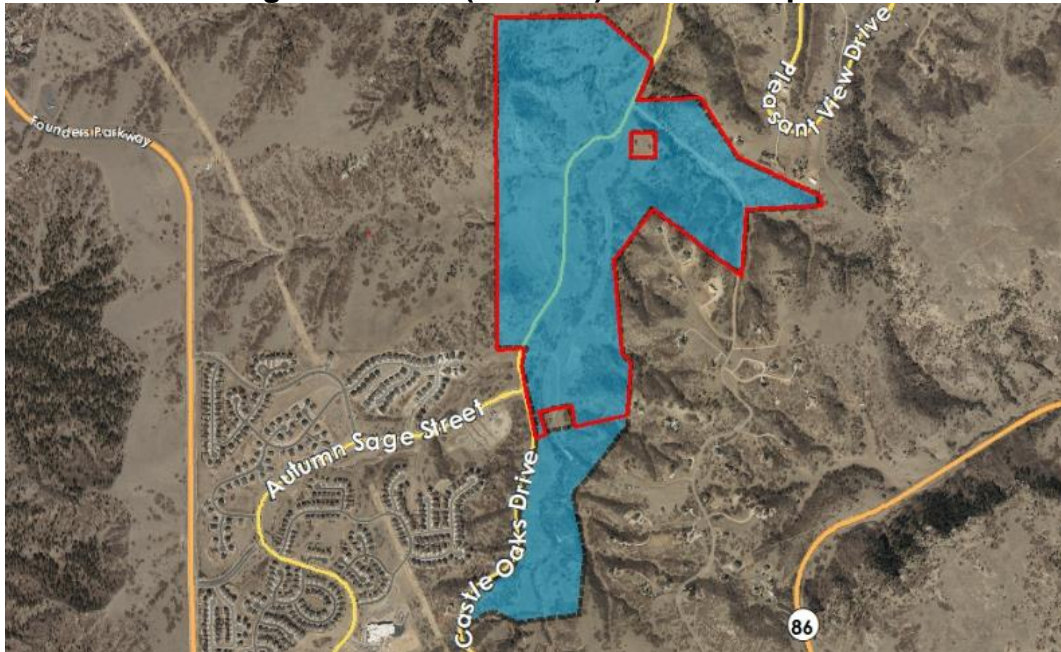
## Lost Canyon Annexation and Zoning





The Town of Castle Rock has submitted an Annexation and Zoning for Lost Canyon Ranch. The Town recently purchased this property, located at 6581 Lost Canyon Ranch Rd, and would like to bring this property into the Town's jurisdiction. The proposed project is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court. The annexation and zoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located next to Councilmember Brooks' district.

#### **North Basin Village at Terrain (Phase 2) 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 Councilmember Cavey's district.

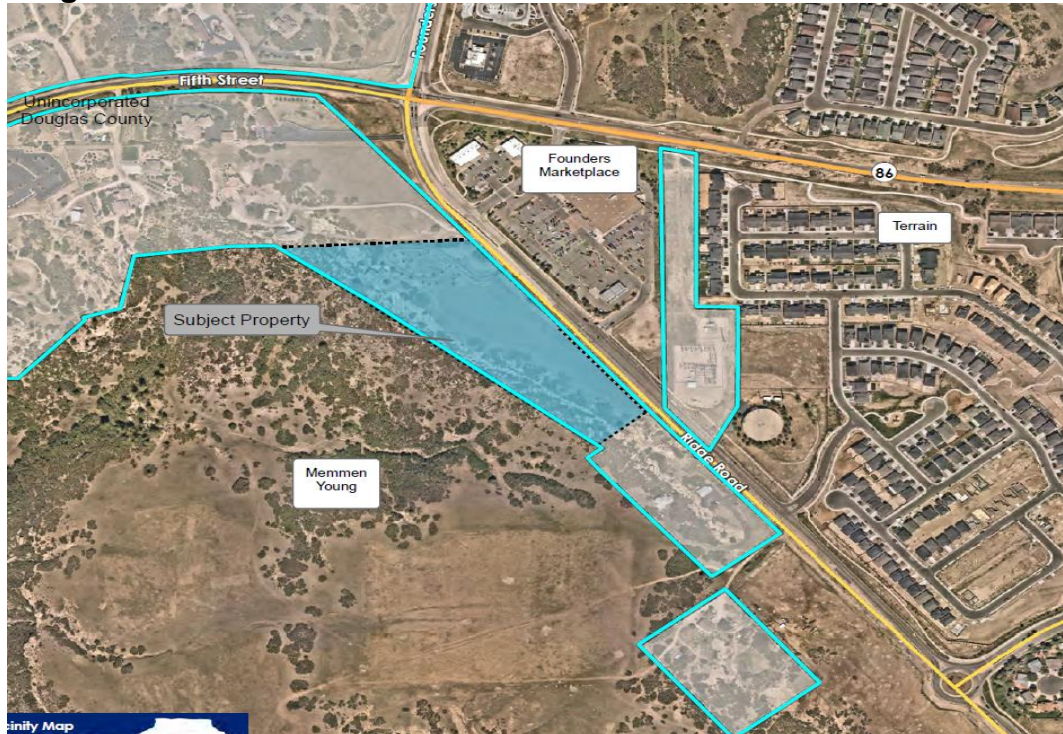


[illegible]



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 project is adjacent to Councilmember Cavey's district and Mayor Pro Tem LaFleur's district.

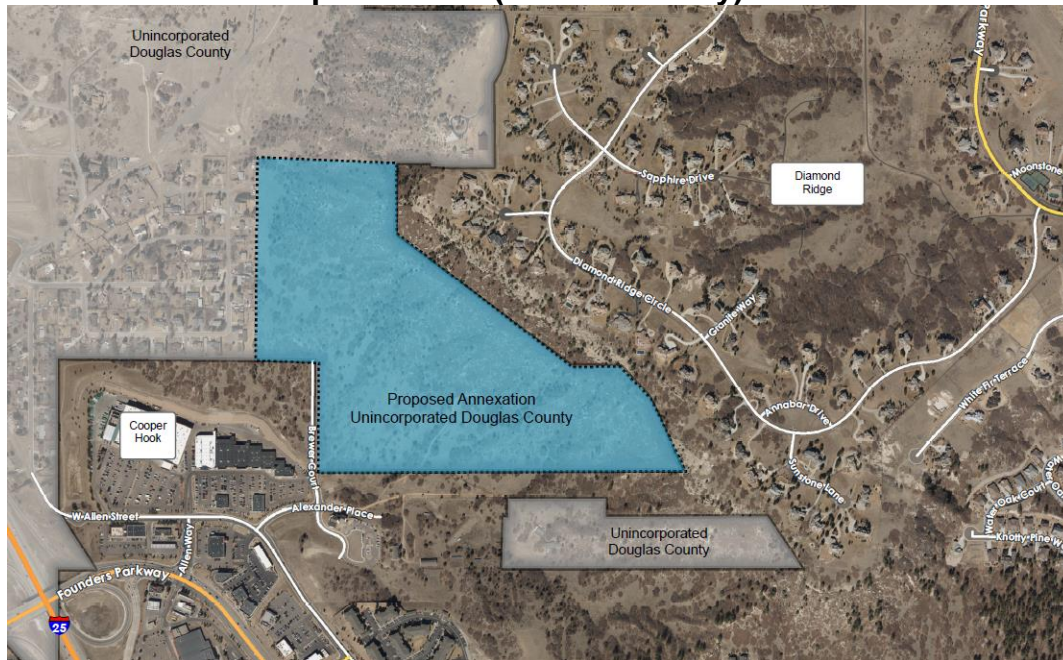
### Ridgeview Town Center



Staff has received a Planned Development zoning application for a 10-acre parcel located at 895 N. Ridge Road, southwest of the intersection of State Highway 86 and N. Ridge Road. A petition and map requesting annexation has already been submitted to the Town and is under review. 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 station, vehicle storage, and auto repair. Approximately 29% of the site is designated open space. The property is adjacent to Councilmembers Cavey's and Brooks' districts.



## Soleana Site Development Plan (Alexander Way)



The Henry Design Group Inc. on behalf of the property owners Tierra Investors, LLC and Alexander 455, LLC has submitted a Site Development Plan application for Soleana, which includes 55 custom home sites on half acre or larger lots, as well as 22 live/work homes and a pocket park in the Alexander Way PD. The property was recently annexed in to the Town and is approximately 77.96 acres located east of the Silver Heights neighborhood and west of the Diamond Ridge estates neighborhood. The proposal is a residential neighborhood and requires public hearings before Planning Commission and Town Council. The property is located adjacent to Mayor Pro Tem LaFleur and Councilmember Cavey's districts.

## Sunset Point Site Development Plan





Fourth Investment USA, LLC, has submitted an application for a Site Development Plan (SDP) for a residential neighborhood known as Sunset Point, formally known as Bella Mesa North. Sunset Point is approximately 293 acres in size and generally located northeast of Mesa Middle School. The SDP proposes 525 single-family homes, dedicated open space and a trail system. 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 located within Councilmember Brooks' district.

### **Territorial Road Annexation**



ACM Dawson Trails VIII JV LLC and the Town of Castle Rock have submitted an application for the annexation and zoning of several parcels of land, totaling 2.9 acres, that are within, or adjacent to, the current Territorial Road right-of-way. Most of the parcels will be zoned for mixed use development within the Dawson Trails Planned Development and will be assimilated into the adjacent planning area. Parcels remaining in future right-of-way will be zoned as public land. The property is adjacent to Councilmember Dietz' district.

## Unity on Wolfensberger Planned Development



Castle Oaks Evangelical Covenant Church and Wellspring Unity on Wolfensberger has submitted a rezoning for a new Planned Development Plan. The applicant is proposing a new Planned Development Plan Zoning to allow for a 9,300SF expansion of the Castle Oaks Evangelical Covenant Church property on Park St, provide for sufficient parking for the building expansion, and to support the conversion of the existing Quality Inn to market rate housing for neurotypical adults and adults with Intellectual and Developmental Disabilities (ID/D). These two properties are located at 200 Wolfensberger and 826 Park Street. The rezoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Mayor Pro Tem LaFleur's district.



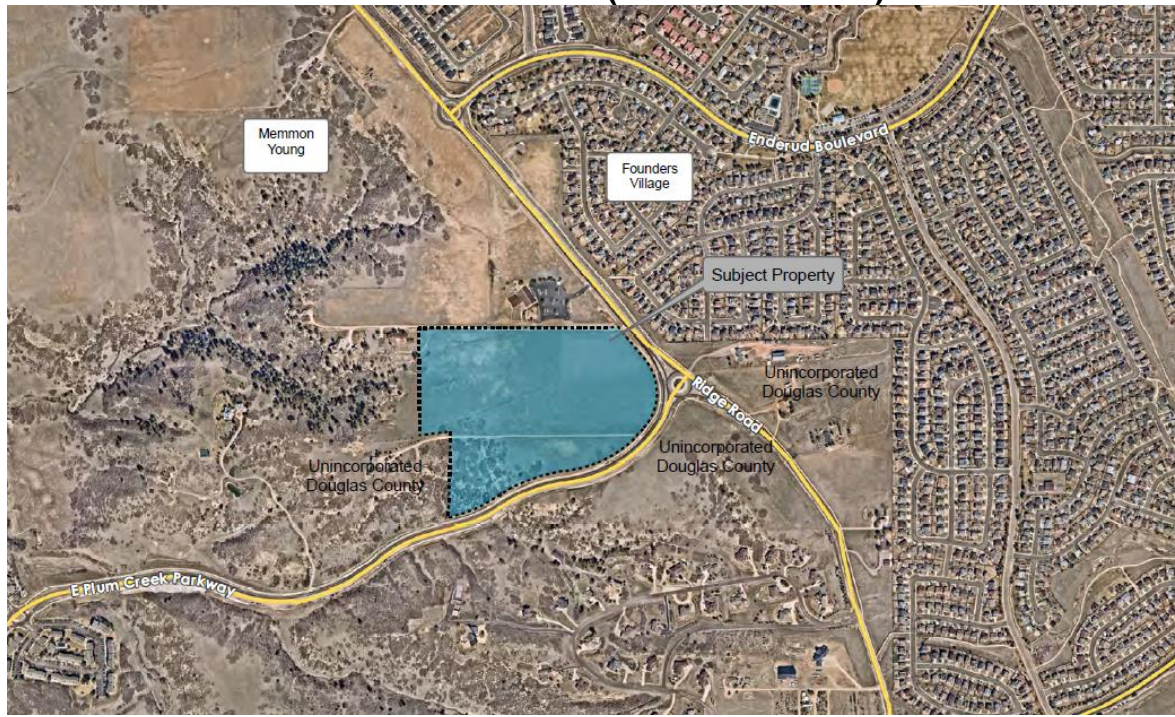
## Wellspring and Castle Oaks Covenant Church Annexation and Planned Development Plan



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



## YardHomes at Castle Rock Annexation (FKA Terra Monte)



Staff has received an annexation application from Norris Design, on behalf of the property owner, Mike Morley, Castle Rock Ventures. The applicant is proposing to annex 32.29 acres located at the northwest corner of Plum Creek Parkway and South Ridge Road. Following the Substantial Compliance hearing, the applicant intends to submit a Planned Development zoning application to allow 165 single family units, consisting of one-, two- and three-bedroom one-story homes. The product will be for lease. The units will have private yards, and the community will have a clubhouse, indoor fitness facility, community pool, a dog park and picnic area. Approximately 50% of the site is planned for active and passive recreational space and .5 acres will provide future community oriented retail use. Annexation and zoning requires public hearings before the Planning Commission for recommendation and then public hearings at Town Council for final action. The property is adjacent to Councilmember Brooks' 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](https://CRgov.com/developmentactivity).



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 9. **File #:** ID 2024-116

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**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**

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

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

Please see the attached Staff Memorandum for project details.



Meeting Date: October 15, 2024

## AGENDA MEMORANDUM

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

**From:** Tara Vargish, PE, Director of Development Services

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

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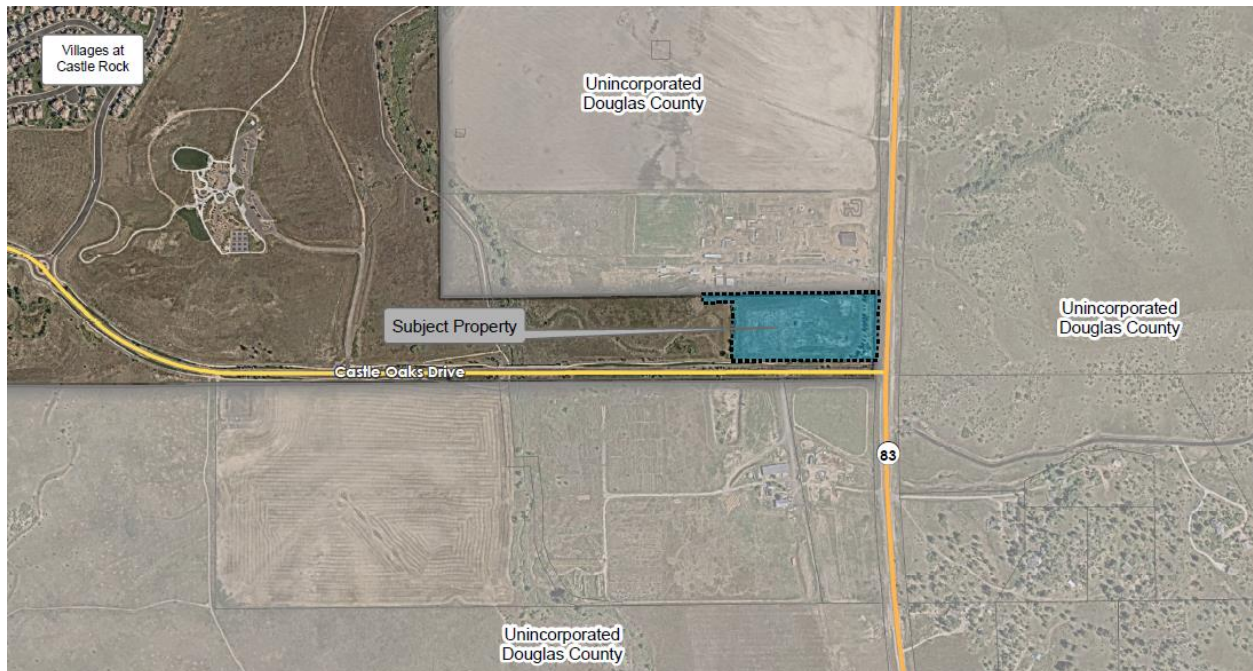
This report contains development updates and new submittals or requests submitted to staff since the last update to Town Council. The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans and formal 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](https://CRGov.com/DevelopmentActivityMap)

### **New Quasi-Judicial Applications Requiring Public Hearings**

No new formal applications.

### **New Pre-Application Meeting Requests**

#### **Castle Oaks Drive Commercial**





A pre-application request was received seeking information on application and submittal requirements to develop retail space, with the potential for a convenience store, gas station, car wash, coffee/quick serve restaurant and self-storage. The proposed project is on approximately 8 acres of land, located northwest of the intersection of Parker Road and Castle Oaks Drive, in Councilmember Cavey's district.

### **Dogtopia**



A pre-application request was received seeking information on application and submittal requirements to lease two vacant spaces to Dogtopia in the existing building located at 599 Topeka Way. Dogtopia offers daycare, overnight boarding and spa services for dogs. The proposed project is located northeast of the intersection of Topeka Way and Atchison Way, in Councilmember Bracken's district.

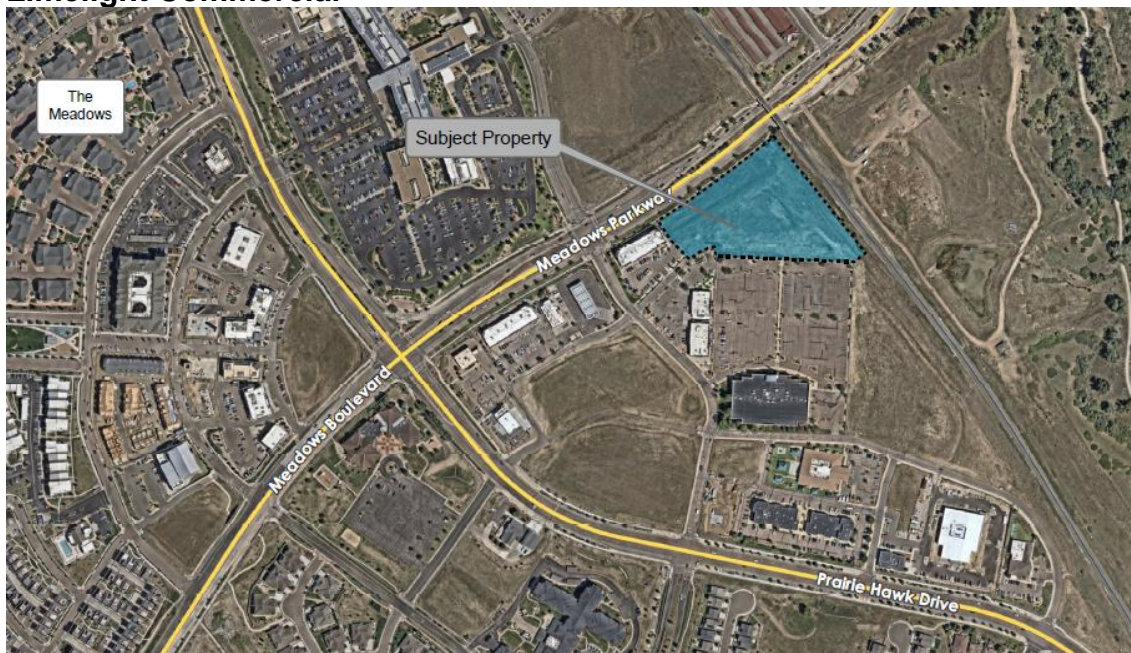


## Fire Station 152 Wireless Infrastructure



A pre-application request was received seeking information on application and submittal requirements to install wireless infrastructure at the existing Fire Station 152, located at 485 Crystal Valley Parkway. The application includes two potential designs, to include either a clock tower or a fire lookout. The proposed project is located northwest of the intersection of Crystal Valley Parkway and Plum Creek Boulevard, in Councilmember Dietz' district.

## Limelight Commercial





A pre-application request was received seeking information on application and submittal requirements to replat 3 vacant lots and build 3, single story commercial buildings in the Meadows. Specific uses have not yet been provided. The proposed project is located east of the intersection of Meadows Parkway and Prairie Hawk Drive, in Councilmember Bracken's district.

### Maleta Lane Dental Office



A pre-application request was received seeking information on application and submittal requirements to build a dental office on the northern half of the property located at 852 Maleta Ln. The proposed project is located southeast of the intersection of Maleta Lane and E Allen Street, in Mayor Pro Tem LaFleur's district.

### Montessori School of Castle Rock Expansion





A pre-application request was received seeking information on application and submittal requirements to expand the existing Montessori School of Castle Rock, located at 15 S Gilbert St. The expansion would fill the entire 6,000sqft of the current building, which was previously only partially used by the school, with a maximum capacity of 24 toddlers and 64 primary students. The proposed project is located southwest of the intersection of Gilbert Street and South Street, in Councilmember Dietz' district.

### Three Oaks Ranch



A pre-application request was received seeking information on application and submittal requirements to annex and develop a parcel of land located at 407 S Interstate 25 (Three Oaks Ranch). The development would include 8 acres of commercial space, 16.9 acres of multifamily, with approximately 350 units, and 12.6 acres of single-family homes, with approximately 88-126 dwelling units. The proposed project is located west of the intersection of E Yucca Hills Road and Frontage Road, adjacent to Councilmember Dietz' district.

### Ongoing Development Activity:

#### **Commercial Development Activity**

- **Promenade:**

- Alana at Promenade Apartments, building and site construction for 300-unit multi-family residential development, located on Alpine Vista Circle, west of Promenade Parkway.
- Brinkerhoff & Bar Hummingbird, site and building construction for two restaurants with outdoor plaza, located between La Loma Restaurant and Starbucks, southwest of Castle Rock Parkway and Promenade Parkway.
- Lazy Dog Restaurant site construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
- Promenade Commons Park, site construction completed for a new half-acre park connecting the Alana multi-family and the proposed commercial area,

located on the west side of Promenade Parkway and Alpine Vista Circle.

- **Meadows:**

- Kiddie Academy, site construction for a 10,000-square-foot child daycare building, located on the northwest corner of Carnaby Lane and Lombard Lane.
- Little Sunshine's Playhouse, site plan review for 11,000 square-foot childcare center, located on the northeast corner of Limelight Avenue and Prairie Hawk Drive.
- Lot grading, retaining wall, and waterline construction plan and plat approved, located on vacant commercial lots north of the AMC theatre.
- Meadows Parkway Intersection improvements, site construction for improvements to the intersections of Meadows Parkway at Regent Street and Lombard Street.
- Meadows Town Center Townhomes/Mixed-use, site and building construction for 85 residential units with approximately 6,248 square feet of retail, located on three lots off Future Street.
- Meadowmark Senior Multi-Family, site and building construction for a new 4-story senior housing apartment development with 200 units, located near N. Meadows Drive and Timber Mill Parkway.
- Prairie Hawk Dental, site and building construction for a new 5,100-square-foot dental office building, located at the northeast corner of Prairie Hawk Drive and Limelight Avenue.
- 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.
- VA Community Behavior Outpatient Clinic, site and building construction document review for a 25,096-square-foot outpatient clinic, located between Dacoro Lane and Virtuoso Loop, north of Prairie Hawk Drive.

- **Downtown:**

- Circle K, site plan and construction documents approved 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 review for 33 room hotel, located at 415 N. Perry Street.
- Eternal Rock Church, site plan review for new landscaping, signage, and storage, located at 2 Phelps Street.
- Little School on Perry Street, site plan approved and exterior renovations started for a 1,300-square-foot addition to the landmarked Saunders House, for a daycare center located at 203 Perry Street.
- Perry Street Social, site development plan amendment and construction document review to create a mini entertainment district, located at 404 N. Perry Street.
- Scileppi properties, site and building construction for a 6,000-square-foot addition and the addition of seven parking spaces, located at 210 Third Street.

- The View, site and building construction for a 6-story building with mixed-uses including 218 residential units, located at Sixth Street and Jerry Street.
- **Dawson Trails Residential/Commercial:**
  - Costco, Dawson Trails, site plan review for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
  - Dawson Trails Demo, site construction to demo infrastructure within the Dawson Trails development, located south of Territorial Road.
  - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan review for the northern segment of Dawson Trails Boulevard.
  - Dawson Trails Filing No. 2 Infrastructure, plat and construction plan review for 97-acre area.
  - Dawson Trails Planning Area D, site plan review for 254 single-family residential lots, and 13 acres of open space.
  - Dawson Trails North, Phases 1-4 under construction for grading only for approximately 134 acres, located north of Territorial Road.
  - Dawson Trails Residential Neighborhood, Planning area B-1, site plan review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County
  - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
  - Off-site Sanitary Sewer, Dawson Trails, construction document review for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
  - Off-site Water Line, Dawson Trails, construction document review for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
  - Territorial Road Annexation, totaling 2.9 acres of land, to remain ROW.
- **Canyons Far South Residential/Commercial:**
  - Canyons Far South, site development plan review for a residential and commercial development with 474 single family homes, 12.5 acres of commercial, on a 410-acre site, located southeast of Crowfoot Valley Road and Founders Parkway.
- **Other Commercial Projects throughout Town:**
  - 218 Front Street Office Building, site plan review for a two-story, 2,800-square-foot office building, located on the east side of Front Street between Second and Third Streets.
  - 282 Malibu commercial buildings, building and site construction for two 4,000-square-foot commercial buildings, uses are unknown at this time, located at 282 Malibu Street.
  - Calvary Chapel, site and building construction of new church building, located on the northwest corner of Fifth Street and Woodlands Boulevard.



- Castle Rock Auto Dealerships, site and building construction of 1<sup>st</sup> and 2<sup>nd</sup> phase for service center expansion, located at 1100 S. Wilcox Street.
- Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
- Discount Tire, site plan and construction document approved for 530-square-foot storage addition, located at 102 E. Allen Street.
- Founders Marketplace, Centura Health Medical Office Building, site and building construction for a 10,500-square-foot, one-story primary care facility.
- Founders Marketplace, Dunkin Donuts, site plan approved for a new restaurant with drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
- Garage Condos, site and building construction, located on Liggett Road.
- Hyundai auto dealership, site plan and plat review for use by special review for a new 33,000 sf building and sales lot, located at 550 S Interstate 25.
- Lost Canyon, annexation and zoning of 681 acres, located at 6581 Lost Canyon Ranch Rd.
- Milestone, Bellco Credit Union, site and building construction for remodel of the previous Wendy's restaurant building, and exterior façade changes with an addition of a drive-up ATM.
- Outlets at Castle Rock, site plan approved and construction document review, two new pad sites on the mall's west side on Factory Shops Boulevard.
- Outlets at Castle Rock, Site plan review for new bank with drive-thru, located north of the existing Starbucks/Qdoba.
- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- Sonic exterior remodel, site plan review for façade changes, located at 210 Founders Parkway
- The Brickyard Planned Development Plan, Zoning Regulations, site plan and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.
- Unity on Wolfensberger Planned Development Plan, proposed zoning and parking changes, located at 200 Wolfensberger and 826 Park Street.
- Verizon small cell sites, construction documents for multiple locations in public right-of-way: 1) Factory Shops Boulevard and New Beale Street, 2) Promenade Parkway and Castle Rock Parkway (under construction), 3) Promenade Parkway (under construction), 4) Castlegate Drive West (under construction), 5) Castlegate Drive West and Castle Rock Parkway (approved plans), 6) Factory Shops Boulevard and Meadows Boulevard, 7) Mitchell Street near Mesa Middle School, 8) S. Valley Drive north of Plum Creek Parkway, 9) Low Meadow Boulevard and Night Song Way, 10) S. Gilbert Street between Gilbert and Sellers Drive at Birch Avenue, (under construction) 11) Foothills Drive and Soaring Eagle Lane, (under

- construction) 12) Foothills Drive and Morning View Drive.
- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 East Wolfensberger Road, for future Wellspring and Castle Oaks Covenant Church facilities
- Woodlands Medical Office Building site plan approved for a new 14,336-square-foot medical office building, located near Woodlands Boulevard and Barranca Drive.

**Residential Development Activity:**

- 104 N Lewis Street, Historic Preservation Board approved with conditions for a new single-family home on 0.24 acres.
- 626 Sixth Street, Historic Preservation Board review for a new single-family home on 0.14 acres.
- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Blvd.
- Front Street Triplexes, site plan review for two triplex buildings, located on Front Street between Fifth and Sixth Streets.
- Hillside, site and building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for amended lot layout due to floodplain for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, site construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- The Oaks Filing 2A, site plan approved and construction document review for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch. SIA amendment submitted to address modification to phasing plan for lots to be Temporary Green Zone.

- Soleana, site plan 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.
- Sunset Point, site plan review for 525 single-family homes on 293 acres, located northeast of Mesa Middle School.
- Terrain North Basin, Phase 1, site construction for approximately 96 single-family home project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site development plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Wellspring/LaQuinta, site and building construction for the conversion of 63 hotel rooms to 42 apartment units, located at 884 Park Street.
- YardHomes, Annexation and Zoning request for 165 single family units on 32.29 acres, located at Plum Creek Parkway and South Ridge Road.





# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 10. **File #:** ORD 2024-021

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

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

**From:** Kristin Read, Assistant Town Manager

**Ordinance Approving the Grant of a Cable Franchise to Comcast Colorado IX, LLC, and Authorizing the Execution of a Cable Franchise Agreement Between Comcast Colorado IX, LLC, and the Town of Castle Rock (Second Reading - Approved on First Reading on October 1, 2024, by a vote 7-0)**

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### Executive Summary

This request is to approve a renewed cable franchise agreement with Comcast for 10 years, until November 13, 2034.

### Discussion

A cable franchise is a contract between a local government and a cable operator that allows the operator to use the government's rights of way to provide cable service within the community. The cable operator must, in turn, meet requirements - including adherence to customer service standards; payments of franchise fees; and provision of public, education and government access channels.

The Town had a franchise agreement with Comcast that expired on June 30, 2024. Comcast has continued operating within Castle Rock under that agreement, pending Council's approval of this renewed agreement. Staff is not recommending any changes to the customer service standards that were approved along with the Town's 2014 agreement with Comcast.

The proposed 10-year renewal agreement is a "model" agreement used by cities and towns throughout the metro area in cooperation through the Colorado Communications and Utility Alliance (CCUA), of which the Town is a member. The proposed franchise is largely similar to the previous agreement between the Town and Comcast. Two areas of substantive changes in which Council and the community may have an interest relate to: 1) current federal laws and 2) the approach to the Public, Educational, and Governmental (PEG) fees the Town receives as a result of the franchise.

The bulk of the changes between the Town's 2014 agreement with Comcast and the one being presented tonight are to bring the agreement into conformance with current federal law. Staff from

multiple Town departments worked with expert law firm Wilson Williams Fellman Dittman over several months to ensure the agreement is as favorable to the Town as possible while conforming to changes in Federal Communications Commission regulations that have occurred over the last decade.

One area where the Town's position is improved from the previous franchise is in regard to the PEG fees the Town will receive related to the agreement. The previous agreement set that fee at 50 cents per month per residential subscriber. Like other municipalities, the Town has seen this fee decline - from over \$66,000 in 2019 to roughly \$53,500 in 2023 - as customers have pursued telecommunication options other than cable. The proposed agreement instead sets the PEG fee as a percentage of Comcast's gross revenues, roughly equivalent to what the Town has been receiving through this fee in recent years, which should lessen the impact on the Town from this decline. Other than this minimal modification, the proposed agreement would present very little change to the Town or its residents.

### **Budget Impact**

This renewed franchise agreement would result in little change to Town revenue or expenses. By enacting this renewal, the Town will continue to receive from Comcast the existing 5% franchise fee, which is expected to generate roughly \$800,000 for the Town in 2025. (It should be noted that the cable franchises apply only to cable service, and not to broadband or telephone services.) In addition, the Town would receive 0.45% of Comcast's gross revenue per month to cover costs related to the Town's programming on Comcast Channel 22. This revenue is expected to total about \$53,500 in 2025.

### **Staff Recommendation**

Staff recommends that Council approve the franchise agreement as presented.

### **Proposed Motion**

*"I move to approve Ordinance No. 2024-XX as introduced by title."*

### **Attachments**

Attachment A: Ordinance  
Exhibit 1: Cable Franchise Agreement

**ORDINANCE NO. 2024-021**

**AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE  
TO COMCAST COLORADO IX, LLC, AND AUTHORIZING THE  
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN  
COMCAST COLORADO IX, LLC, AND THE TOWN OF CASTLE ROCK**

**WHEREAS**, the Town of Castle Rock, Colorado (the “Town”) is authorized generally pursuant to Article XX of the Colorado Constitution, as well as § 31-15-702, C.R.S, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction; and

**WHEREAS**, pursuant to Section 14-2 of the Charter of the Town of Castle Rock (the “Charter”), the Town may grant nonexclusive franchises to cable television providers granting them right to use the public right-of-way for the installation, maintenance, and repair of their facilities; and

**WHEREAS**, the Town previously granted a non-exclusive franchise for the construction, maintenance, and operation of a cable television system within the Town to Comcast of Colorado X, LLC; and

**WHEREAS**, Comcast of Colorado IX, LLC is the successor in interest to Comcast of Colorado X LLC, locally known as Comcast (“Comcast”); and

**WHEREAS**, Comcast is agreeable to continue providing cable television service in the Town; and

**WHEREAS**, Comcast seeks a new cable television franchise, and a proposed new Cable Franchise Agreement acceptable to both the Town and Comcast has been prepared (the “Agreement”); and

**WHEREAS**, the Town has reviewed Comcast’s performance under the prior franchise and the quality of service during the prior franchise term, had identified the future cable-related needs and interests of the Town and its citizens, has considered the financial, technical, and legal qualifications of Comcast, and has determined that Comcast plans for operating and maintaining its Cable Systems are adequate, in a full public proceeding affording due process to all parties; and

**WHEREAS**, the public has had adequate notice and opportunity to comment on Comcast’s proposal to provide cable television service within the Town; and

**WHEREAS**, the Town has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming and quality customer service; and

**WHEREAS**, diversity in cable service programming is an important policy goals and Comcast’s cable system should offer a wide range of programming services; and



**WHEREAS**, the Town Council for the Town of Castle Rock, Colorado (the “Council”) has considered this Ordinance authorizing the cable television system franchise and the Agreement; and

**WHEREAS**, the Council hereby finds that the public has had adequate notice and opportunity to comment upon the proposed cable television system franchise and the Agreement; and

**WHEREAS**, the Council hereby finds that it serves the public interest of the citizens of the Town to grant a cable television franchise to Comcast pursuant to the terms of the Agreement; and

**WHEREAS**, the Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

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

**Section 1. Grant of Franchise.** The Town hereby grants to Comcast of Colorado IX, LLC a nonexclusive Cable Franchise subject to the terms and conditions set forth in the Cable Franchise Agreement between Comcast Colorado IX, LLC, and the Town of Castle Rock, Colorado.

**Section 2. Franchise Agreement.** The Cable Franchise Agreement between Comcast Colorado IX, LLC, and the Town of Castle Rock, Colorado, 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. 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 4. 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 1st day of October, 2024, 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 15th day of October, 2024, by the Town Council of the Town of Castle Rock by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to Content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Kristin Read, Assistant Town Manager

**COMCAST OF COLORADO IX, LLC AND  
THE TOWN OF CASTLE ROCK, COLORADO**

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**CABLE FRANCHISE AGREEMENT**

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**COMCAST OF COLORADO IX, LLC AND  
TOWN OF CASTLE ROCK, COLORADO  
CABLE FRANCHISE AGREEMENT**

**SECTION 1. DEFINITIONS AND EXHIBITS**

**(A) DEFINITIONS**

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use — by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees — of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

(A) “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

(B) “Educational Access” means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, “school” means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

(C) “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.6 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for

Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity,

whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the Town to manage or co-manage Access Channels and facilities. The Town may be a Designated Access Provider.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.21 “FCC” means the Federal Communications Commission.

1.22 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the Town described in subsection 3.1 (A).

1.26 “Grantee” means Comcast of Colorado IX, LLC or its lawful successor, transferee or assignee.

1.27 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from



the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any

municipality, State or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, State or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town. The Town reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.27 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the Town within three months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Town reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.28 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 "Leased Access Channel" means any Channel or portion of a Channel commercially

available for video programming by Persons other than Grantee, for a fee or charge.

1.30 “Manager” means the Town Manager of the Town or designee.

1.31 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.33 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.34 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.35 “State” means the State of Colorado.

1.36 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.37 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.38 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.39 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.40 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.41 “Town” is the Town of Castle Rock, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.42 “Town Council” means the Town Council or its successor, the governing body of the Town of Castle Rock, Colorado.



1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

## **(B) EXHIBITS**

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- (1) *Exhibit A*, titled Report Form.

## **SECTION 2. GRANT OF FRANCHISE**

### **2.1 Grant**

(A) The Town hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the Town, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the Town, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions, for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the Town's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Town for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

## **2.2 Use of Rights-of-Way**

(A) Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Town's Rights-of-Way in compliance with all applicable Town construction codes and procedures. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Town-established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the Town's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

### **2.3 Effective Date and Term of Franchise**

This Franchise and the rights, privileges and authority granted hereunder shall take effect on November 14, 2024 (the “Effective Date”), and shall terminate on November 14, 2034, unless terminated sooner as hereinafter provided.

### **2.4 Franchise Nonexclusive**

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Town deems appropriate.

### **2.5 Police Powers**

Grantee's rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise of Town's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

### **2.6 Competitive Equity**

(A) The Grantee acknowledges and agrees that the Town reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Town grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. “Material terms and conditions” include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.



Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Town regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Town and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Grantee may negotiate with the Town to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following

the date of Grantee's notice; or,

- (b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

## **2.7 Familiarity with Franchise**

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

## **2.8 Effect of Acceptance**

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

# **SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS**

## **3.1 Franchise Fee**

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

## **3.2 Payments**

Grantee's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

## **3.3 Acceptance of Payment and Recomputation**

No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Grantee.

### **3.4 Quarterly Franchise Fee Reports**

Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

### **3.5 Annual Franchise Fee Reports**

Grantee shall, within 60 days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

### **3.6 Audits**

On an annual basis, upon 30 days prior written notice, the Town, including the Town's Auditor or their authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.27, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Town subscribers during the audit period. To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed \$7,500 for each year of the audit period. The Town's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three years after each Franchise Fee payment has been made to the Town.

### **3.7 Late Payments**

In the event any payment due quarterly is not received within 45 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.



### **3.8 Underpayments**

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Town.

### **3.9 Alternative Compensation**

In the event the obligation of Grantee to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Town's Rights-of-Way and compensation therefor.

### **3.10 Maximum Legal Compensation**

The parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the Town through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Town hereunder, provided that Grantee has received at least 90 days prior written notice from the Town of such amendment, so long as all cable operators in the Town are paying the same Franchise Fee amount.

### **3.11 Additional Commitments Not Franchise Fee Payments**

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Town and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Town with advance written notice. Such notice shall document the proposed offset or service charges so that the Town can make an informed decision as to its course of action. Upon receipt of such notice, the Town shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered

pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the Town to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The Town acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain Town-owned and occupied or leased and occupied buildings, schools, fire stations and public libraries located in areas where Grantee provides Cable Service. For purposes of this Franchise, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

- (1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. The Town may make a separate election for each account or line of service identified in the notice (for example, the Town may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide

written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the Town.

- (2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the Town's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within 120 days of written notice from the Town, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the Town's regulatory authority.

### **3.12 Tax Liability**

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Town. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

### **3.13 Financial Records**

Grantee agrees to meet with a representative of the Town upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

### **3.14 Payment on Termination**

If this Franchise terminates for any reason, the Grantee shall file with the Town within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of the Grantee to the Town by utilizing the funds available in the letter of credit or other security provided by the Grantee.



## **SECTION 4. ADMINISTRATION AND REGULATION**

### **4.1 Authority**

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Town's right of eminent domain under State law.

### **4.2 Rates and Charges**

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by applicable federal, State, and local laws.

### **4.3 Rate Discrimination**

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

#### **4.4 Filing of Rates and Charges**

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Town, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

#### **4.5 Cross Subsidization**

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

#### **4.6 Reserved Authority**

Both Grantee and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

#### **4.7 Franchise Amendment Procedure**

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the Town and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Town Council for its approval. If so approved by the Town Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

#### **4.8 Performance Evaluations**

(A) The Town may hold performance evaluation sessions upon 90 days written notice, provided that such evaluation sessions shall be held no more frequently than once every two years. All such evaluation sessions shall be conducted by the Town.

(B) Special evaluation sessions may be held at any time by the Town during the term of this Franchise, upon 90 days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two weeks in advance in any manner within the discretion of the Town. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Town,

provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Town or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Town and shall provide such information and documents as the Town may reasonably require to perform the evaluation.

#### **4.9 Late Fees**

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

#### **4.10 Force Majeure**

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Town. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Town to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Town with its proposed plan for remediation, including the timing for such



cure.

#### **4.11 Time Limits Strictly Construed**

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

### **SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS**

#### **5.1 Indemnification**

(A) General Indemnification. Grantee shall indemnify, defend and hold the Town, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Town while conducting its defense of the Town. Grantee shall not be obligated to indemnify the Town to the extent of the Town's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Town for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Town in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Town may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense, then Grantee shall not be liable for any attorneys' fees,

expenses or other costs that the Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for the Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Grantee to represent the Town, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and the Town desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the Town shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by Grantee.

## **5.2 Insurance**

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than \$1 million per occurrence and \$3 million general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1 million each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(3) Statutory workers' compensation and employer's liability insurance in an amount of Five Hundred Thousand Dollars (\$500,000) each accident/disease/policy limit.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the Town, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

### **5.3 Deductibles / Certificate of Insurance**

Any deductible of the policies shall not in any way limit Grantee's liability to the Town.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and the Town, its officers, agents and employees as



otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

#### **5.4 Letter of Credit**

(A) If there is a claim by the Town of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Grantee shall establish and provide, within 30 days from receiving notice from the Town, to the Town as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of \$25,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at \$25,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Town as set forth in Subsections 5.4 (A) and (B) above, if the Town is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims referenced in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Town.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

(E) The Town shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within 7 days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Town Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn

upon in accordance with this Franchise. Any funds the Town erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

## **SECTION 6. CUSTOMER SERVICE**

### **6.1 Customer Service Standards**

Grantee shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council in its sole discretion. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are contained in Section 5.16 of the Castle Rock Municipal Code. Grantee reserves the right to challenge any customer service standards which it believes is inconsistent with its contractual rights under this Franchise.

### **6.2 Subscriber Privacy**

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

### **6.3 Subscriber Contracts**

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Town a sample of the Subscriber contract or service agreement then in use.

### **6.4 Advance Notice to Town**

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

### **6.5 Identification of Local Franchise Authority on Subscriber Bills**

Within 60 days after written request from the Town, Grantee shall place the Town’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

## **SECTION 7. REPORTS AND RECORDS**

### **7.1 Open Records**

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town, including the Town’s Auditor

or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Town access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other subsection shall be furnished to the Town, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the Town inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

## **7.2 Confidentiality**

The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Town aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Town shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Town for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

## **7.3 Records Required**

(A) Grantee shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of the Grantee;



(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

#### **7.4 Annual Reports**

Within 60 days of the Town's written request, Grantee shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Town to the contrary.

#### **7.5 Copies of Federal and State Reports**

Within 30 days of a written request, Grantee shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and

other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

## **7.6 Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the Town a quarterly executive summary in the form attached hereto as **Exhibit A**, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Town to Grantee; and,
- (4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

## **7.7 Failure to Report**

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

## **7.8 False Statements**

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

# **SECTION 8. PROGRAMMING**

## **8.1 Broad Programming Categories**

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) National and international news, weather and information;
- (D) Colorado sports;
- (E) National and international sports;
- (F) General entertainment (including movies);
- (G) Children/family-oriented;
- (H) Arts, culture and performing arts;
- (I) Foreign language;
- (J) Science/documentary;
- (K) Public, Educational and Government Access, to the extent required by this Franchise.

## **8.2 Deletion or Reduction of Broad Programming Categories**

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

## **8.3 Obscenity**

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

#### **8.4 Parental Control Device**

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

#### **8.5 Continuity of Service Mandatory**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Grantee, Grantee shall reimburse the Town for all reasonable costs or damages that are the result of Grantee's failure to perform.

#### **8.6 Services for People With Disabilities**

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

### **SECTION 9. ACCESS**

#### **9.1 Designated Access Providers**

(A) The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").



(B) Grantee shall cooperate with the Town in the Town's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

## **9.2 Channel Capacity and Use**

(A) Grantee shall make available to Town two (2) Downstream Channels for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within 60 days after a written request for such use is submitted to the Town, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six-month period. Programming that is repeated on an Access Channel up to two times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this subsection, but may be counted toward the total average hours only with respect to two Channels provided to the Town. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. The Town shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Grantee of such written notice.

(C) Standard Definition ("SD") Digital Access Channels.

(1) Grantee shall provide one Activated Downstream Channel for PEG Access use in a standard definition ("SD") digital format in Grantee's Basic Service ("SD Access Channel"). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without

degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Section 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which for the purposes of this Section 9.2 (C)(3), shall mean up to and including the modulator where the Town signal is converted into a format to be transmitted over a fiber connection to Grantee. The Town or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(D) High Definition (“HD”) Digital Access Channels.

(1) After the Effective Date and within 120 days of written notice, Grantee shall activate one HD Access Channel, for which the Town may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. Activation of HD Access Channels shall only occur after the following conditions are satisfied:

(a) The Town shall, in its written notice to Grantee as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel(s); and,

(b) There will be a minimum of five hours per day, five days per week of HD PEG programming available for each HD Access Channel. For the purposes of this subsection, character-generated programming (i.e., community bulletin boards) shall not satisfy, in whole or in part, this programming requirement unless the character-generated programming is included on a channel that also contains HD PEG video programming on the same screen.

(2) The Town shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720 or 1080, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with

respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Town, Grantee shall verify signal delivery to Subscribers with the Town, consistent with the requirements of this Section 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The Town or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the Town to procure and provide, at the Town's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The Town shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The Town and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(E) Grantee shall simultaneously carry the one HD Access Channel provided for in Section 9.2(D) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channel provided pursuant to Subsection 9.2(C).

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Town believes that Grantee fails to meet this standard, the Town will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

### **9.3 Access Channel Assignments**

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the CCUA members served by the same Headend as the Town for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

### **9.4 Relocation of Access Channels**

Grantee shall provide the Town a minimum of 60 days' notice, and use its best efforts to provide one hundred and 120 days' notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

### **9.5 Support for Access Costs**

During the term of this Franchise, within one hundred twenty (120) days of a written request from the Town, Grantee shall provide to the Town up to forty five hundredths of a percent (0.45%) of Grantee's Gross Revenues per month (the "Access Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make Access Contribution payments quarterly, following the effective date of this Franchise for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. The Town shall have sole discretion to allocate the expenditure of such payments for any capital costs related to Access.

### **9.6 Access Support Not Franchise Fees**

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Grantee's Gross Revenues in any 12-month period, the additional PEG Contribution shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

### **9.7 Access Channels On Basic Service or Lowest Priced HD Service Tier**

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest-priced tier of



HD Cable Service upon which Grantee provides HD programming content.

## **9.8 Change In Technology**

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of the Town's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Town implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the Town implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the Town shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

## **9.9 Technical Quality**

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from the Town's facilities for the Access Channels provided under this Franchise Agreement. Grantee shall also provide, if requested in advance by the Town, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the Town's side of the demarcation point. The Town shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment. The Town shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Town staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The Town will be responsible for the cost of repairing and/or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the Town's and/or its Designated Access Providers' HD Access programming.

## **9.10 Access Cooperation**

The Town may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due to the Town hereunder, or to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as the Town in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in,

any such arrangements by the Town.

### **9.11 Return Lines/Access Origination**

(A) As of the Effective Date, the return line utilized for the provision of the Town's Access programming by the Town and Douglas County, the Town's Designated Access Provider as of the Effective Date, was constructed into the Douglas County administration building located at 100 Third Street in the Town. Grantee shall continuously maintain that return line previously constructed to 100 Third Street in the Town, throughout the Term of the Franchise, in order to enable the distribution of Access programming to Residential Subscribers on the Access Channels; provided however that Grantee's maintenance obligations with respect to the return line at 100 Third Street shall cease if that location is no longer used in the future by the Town and Douglas County to originate Access programming or to transmit Access programming to Grantee. The Town shall be responsible for costs to install and maintain return lines from 100 Third Street to Town Hall, which is located at 100 N. Wilcox Street in the Town.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers, including the Town if it relocates the Access Facilities or return line provided pursuant to Section 9.12(A), delivering Access programming to Residential Subscribers as requested in writing by the Town. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the Town or the Designated Access Provider. New return lines shall be completed within one year from the request of the Town or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

## **SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

### **10.1 Right to Construct**

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

### **10.2 Right-of-Way Meetings**

Grantee will regularly attend and participate in meetings of the Town, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

### **10.3 Joint Trenching/Boring Meetings**

Grantee will regularly attend and participate in planning meetings of the Town, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of

Right-of-Way cuts within the Town.

#### **10.4 General Standard**

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

#### **10.5 Permits Required for Construction**

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Town permits received by Grantee.

#### **10.6 Emergency Permits**

In the event that emergency repairs are necessary, Grantee shall immediately notify the Town of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

#### **10.7 Compliance with Applicable Codes**

(A) Town Construction Codes. Grantee shall comply with all applicable Town construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the National Electrical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Town safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

## **10.8 GIS Mapping**

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

## **10.9 Minimal Interference**

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

## **10.10 Prevent Injury/Safety**

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Town's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

## **10.11 Hazardous Substances**

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Town may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Town against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by Grantee's Cable System.



## **10.12 Locates**

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Town and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within 48 hours after any Town bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

## **10.13 Notice to Private Property Owners**

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

## **10.14 Underground Construction and Use of Poles**

(A) When required by general ordinances, resolutions, regulations or rules of the Town or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying,

maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Town.

#### **10.15 Undergrounding of Multiple Dwelling Unit Drops**

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

#### **10.16 Burial Standards**

(A) Depths. Unless otherwise required by law, Grantee must comply with all depth requirements of the Town, including as follows:

Lines shall be buried at a minimum depth of thirty-six (36) inches under any roadway; and

Lines shall be buried at a minimum depth of twenty-four (24) inches under detached sidewalks

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

#### **10.17 Cable Drop Bonding**

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

#### **10.18 Prewiring**

Any ordinance or resolution of the Town which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

#### **10.19 Repair and Restoration of Property**

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Town may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Town.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

#### **10.20 Use of Conduits by the Town**

The Town may install or affix and maintain wires and equipment owned by the Town for Town purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Rights-of-Way and other public places if such placement does not interfere with Grantee's use of its facilities, without charge to the Town, to the extent space therein or thereon is reasonably available, and pursuant to all applicable ordinances and codes. This right shall not extend to affiliates of Grantee who have facilities in the Right-of-Way for the provision of non-Cable services. For the purposes of this subsection, "Town purposes" includes, but is not limited to, the use of structures and installations for Town fire, police, traffic, water, telephone and/or signal systems, but not for Cable Service or transmission to third parties of telecommunications or information services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise Fee payments or from other fees payable to the Town.

#### **10.21 Discontinuing Use/Abandonment of Cable System Facilities**

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Town's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Town permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Town may require Grantee to remove the facility from the Right-

of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Grantee removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

#### **10.22 Movement of Cable System Facilities For Town Purposes**

The Town shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Town shall provide reasonable notice to Grantee, not to be less than five business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$1,000,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Town shall provide at least 60 days' written notice to Grantee. Following notice by the Town, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. If the Town requires Grantee to relocate its facilities located within the Rights-of-Way, the Town shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Town due to Grantee's delay. In such event, the Town shall not be liable for any damage to any portion of Grantee's Cable System. Within 30 days of receipt of an itemized list of those costs, the Grantee shall pay the Town.

#### **10.23 Movement of Cable System Facilities for Other Franchise Holders**

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Grantee shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.



#### **10.24 Temporary Changes for Other Permittees**

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

#### **10.25 Reservation of Town Use of Right-of-Way**

Nothing in this Franchise shall prevent the Town or public utilities owned, maintained or operated by public entities other than the Town from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

#### **10.26 Tree Trimming**

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Town's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until one week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one-week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

#### **10.27 Inspection of Construction and Facilities**

The Town may inspect any of Grantee's facilities, equipment or construction at any time upon at least 24 hours' notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

#### **10.28 Stop Work**

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the

work may immediately be stopped by the Town.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

#### **10.29 Work of Contractors and Subcontractors**

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

### **SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING**

#### **11.1 Subscriber Network**

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than one hundred (150) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Town's permitting process.

(D) Grantee and Town shall meet, at the Town's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

## **11.2 Technology Assessment**

(A) The Town may notify Grantee on or after five years after the Effective Date, that the Town will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not be limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. §546.

## **11.3 Standby Power**

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than 30 days following receipt of a request.

## **11.4 Emergency Alert Capability**

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

## **11.5 Technical Performance**

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Town shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

## **11.6 Cable System Performance Testing**

(A) Grantee shall provide to the Town a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Town with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Town for a period of at least one year, and individual Subscriber complaints from the Town for a period of at least three years, and make such information available to the Town upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Town upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

## **11.7 Additional Tests**

Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.



## SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non standard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Town;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the Town and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The Town acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 35 residences per mile of Cable System plant. If the residential density is less than 35 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals 35. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

## SECTION 13. FRANCHISE VIOLATIONS

### 13.1 Procedure for Remedying Franchise Violations

(A) If the Town reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Town shall notify Grantee in

writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Town, contesting the Town's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Town that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Town in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Town may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Town orders a meeting in accordance with subsection (A)(3), the Town shall set a meeting to investigate said issues or the existence of the alleged default. The Town shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Town determines that a default exists, the Town reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the Town's position.

(D) No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

### **13.2 Procedures in the Event of Termination or Revocation**

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the

Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the Town's satisfaction, after written notice to Grantee, the Town may cause the work to be done and Grantee shall reimburse the Town for the costs incurred within 30 days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Grantee.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

### **13.3 Purchase of Cable System**

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the Town's audit of a current profit and loss statement of Grantee. The Town shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Town would assume.

- (2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

#### **13.4 Receivership and Foreclosure**

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

- (1) The receivership or trusteeship is vacated within 120 days of appointment;  
or

- (2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Town may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

- (1) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

- (2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

#### **13.5 No Monetary Recourse Against the Town**

Grantee shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

#### **13.6 Effect of Abandonment**

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring the



Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

### **13.7 What Constitutes Abandonment**

The Town shall be entitled to exercise its options in subsection 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the Town authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

## **SECTION 14. FRANCHISE RENEWAL AND TRANSFER**

### **14.1 Renewal**

(A) The Town and Grantee agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then-current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the Town agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Town and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Grantee and the Town consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the Town shall continue to comply with all obligations and duties under the Franchise.

### **14.2 Transfer of Ownership or Control**

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property

therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Town and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the Town fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the Town, Grantee shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required

to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

## **SECTION 15. SEVERABILITY**

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

## **SECTION 16. MISCELLANEOUS PROVISIONS**

### **16.1 Preferential or Discriminatory Practices Prohibited**

**NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

### **16.2 Notices**

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

COMCAST OF COLORADO IX, LLC  
8000 E. Iliff Ave.  
Denver, CO 80231  
Attn: Government Affairs

The Town's address shall be:

Town of Castle Rock  
100 N. Wilcox St.  
Castle Rock, CO 80104  
Attn: Assistant Town Manager

With a copy to:

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

### **16.3 Descriptive Headings**

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

### **16.4 Publication Costs to be Borne by Grantee**

Grantee shall reimburse the Town for all costs incurred in publishing this Franchise, if such publication is required.

### **16.5 Binding Effect**

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

### **16.6 No Joint Venture**

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

### **16.7 Waiver**

The failure of the Town at any time to require performance by the Grantee of any provision



hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

#### **16.8 Reasonableness of Consent or Approval**

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

#### **16.9 Entire Agreement**

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

#### **16.10 Jurisdiction**

Venue for any judicial dispute between the Town and Grantee arising under or out of this Franchise shall be in Douglas County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Castle Rock, Colorado this 15 day of October, 2024.

ATTEST:

TOWN OF CASTLE ROCK,  
COLORADO:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Town Manager

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

COMCAST OF COLORADO IX, LLC

\_\_\_\_\_  
Public Notary

\_\_\_\_\_  
Name/Title:

  
John Keller Sr vp

## EXHIBIT A: REPORT FORM

Comcast  
Quarterly Executive Summary - Escalated Complaints  
Section 7.6 (B) of our Franchise Agreement  
Quarter Ending \_\_\_\_\_, Year  
CASTLE ROCK, COLORADO

Type of Complaint	Number of Calls
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<b>TOTAL</b>	<b>0</b>

Compliments

ORDINANCE NO. 2024-21

# FRANCHISE AGREEMENT BETWEEN THE TOWN AND COMCAST

OCTOBER 1, 2024  
TOWN COUNCIL



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>



# DISCUSSION

## Cable franchises

- Agreements between local governments and cable operators that allow the operators to use the governments' rights of way to provide cable service within the community (do not apply to Internet or telephone services)
- In turn, the cable operator must meet requirements including adherence to customer service standards (not proposed to change), payment of franchise fees and provision of public, education and government access channels

## Proposed updates to agreement with Comcast

- The proposed agreement is based off of a regionally approved "model" agreement negotiated through the Colorado Communications and Utility Alliance

# DISCUSSION, CONT'D

- The bulk of the changes are to bring the agreement into conformance with current federal law. Staff worked with expert law firm Wilson Williams Fellman Dittman to ensure the agreement is as favorable to the Town as possible while conforming to changes in Federal Communications Commission regulations
- One improvement is to how PEG fees are calculated. The proposed agreement sets the fee as a percentage of Comcast's gross revenues, roughly equivalent to what the Town has been receiving through this fee in recent years, which should lessen the impact on the Town from the decline in cable subscribers being seen
- Other than this minimal modification, the proposed agreement would present very little change to the Town or its residents.
- Like other Town franchise agreements, this one would run for 10 years; it would expire November 13, 2034





# PROPOSED MOTION

*"I move to approve Ordinance No. 2024-21 as introduced by title."*



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 11. **File #:** MIN 2024-019

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

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

**From:** Lisa Anderson, Town Clerk

**Minutes:** October 1, 2024 Draft Minutes

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### **Executive Summary**

Attached are the minutes from October 1, 2024 for your review and approval.

Attachment A: Minutes





## **Town Council Meeting Minutes - Draft**

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

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**Tuesday, October 1, 2024**

**6:00 PM**

**Town Hall Council Chambers  
100 North Wilcox Street  
Castle Rock, CO 80104  
[www.CRgov.com/CouncilMeeting](http://www.CRgov.com/CouncilMeeting)**

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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](http://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](http://www.CRgov.com/CouncilComments) by 1:00 p.m. October 1, 2024, 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](mailto:accessibility@CRgov.com) or submit an accommodation request form at [www.CRgov.com/A11yRequest](http://www.CRgov.com/A11yRequest)

### **COUNCIL DINNER & INFORMAL DISCUSSION**

#### **INVOCATION**

Mayo Gray provided the Invocation.

#### **CALL TO ORDER / ROLL CALL**

Councilmember Cavey attended remotely.

**Present:** 7 - Mayor Gray, Mayor Pro Tem LaFleur, Councilmember Hollingshead, Councilmember Cavey, Councilmember Bracken, Councilmember Brooks, Councilmember Dietz

#### **PLEDGE OF ALLEGIANCE**

#### **COUNCIL COMMENTS**

Mayor Gray commented on the event with Wellspring and noted that it is Breast Cancer Awareness Month. He commented that he recently got the Blue Book for the election and encouraged everyone to vote.

Councilmember Hollingshead thanked all the volunteers and community partners. He commented that Oktoberfest was a great event and that next week is Restaurant week.

Councilmember Cavey thanked staff for the groundbreaking for the Crystal Valley Interchange.

Councilmember Bracken was out of the Town and missed the events.

Councilmember Brooks commented on the upcoming election and thanked the speakers that showed up last week to voice their concerns. He encouraged residents to come speak up.

Councilmember Dietz thanked staff for putting on the groundbreaking and encouraged citizens to vote as soon as they receive their ballots.

Mayor Pro Tem LaFleur thanked staff for the District 4 open house.

[INTRO](#)  
[2024-001](#)

**Introduction: Brazilian Polícia Civil de Santa Catarina (PCSC),  
introduced by Castle Rock Police Department**

Police Chief Cauley introduced some officers from Brazil. They are here to learn from each other about Policing.

[EXEC](#)  
[2024-008](#)

**Executive Session Report: September 17, 2024 - A conference with  
the Town Attorney, to be conducted in accordance with Section  
24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on  
the Douglas County Pine Canyon Development Rezoning and Water  
Appeal**

[PROC](#)  
[2024-010](#)

**Proclamation: Fire Prevention Week October 6-12, 2024 (For  
Presentation - Approved on September 17, 2024 by a vote 7-0)**

Mayor Gray read the proclamation into the record. Sparky the Fire Department mascot attended.

## UNSCHEDULED PUBLIC APPEARANCES

No public comment.

## TOWN MANAGER'S REPORT

[ID 2024-105](#)

**Update: Calendar Reminders**

[ID 2024-106](#)

**Development Services Project Updates**

[ID 2024-107](#)

**Update: Quasi-Judicial Projects**

## TOWN ATTORNEY'S REPORT

[ID 2024-108](#)

**Update: Bella Mesa Metropolitan District Bond Refunding**

Mike Hyman, Town Attorney, presented the item.

Councilmember Brooks asked why this wasn't under a public hearing item. Hyman stated if there is an approval required, it would be a public hearing. This situation is for Council review only.

Councilmember Dietz asked who would be buying these bonds and can they be purchased by the public. The applicant stated these bonds must be sold in \$500,000 denominations.

## ACCEPTANCE OF AGENDA

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

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

## CONSENT CALENDAR

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

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

[RES 2024-100](#) **Resolution Approving the Amended Bylaws of the Board of Trustees of the Castle Rock Volunteer Firefighters Pension Fund**

[RES 2024-101](#) **Resolution Approving a Variance Pursuant to Chapter 9.16.070E of the Castle Rock Municipal Code for Night Time Construction Work Related to the Cobblestone Ranch Water Storage Tank 18 Project**  
*[Pleasant View Drive and Antelope Place]*

[PROC 2024-011](#) **Proclamation: Domestic Violence Awareness Month & Purple Thursday** (For Council Action - Presentation on October 15, 2024)

[MIN 2024-018](#) **Minutes: September 17, 2024 Draft Minutes**

## ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

[ORD 2024-020](#) **Ordinance Levying General Property Taxes on Behalf of the Castle Rock Downtown Development Authority for the Year 2024, to be Collected in 2025 (First Reading)**

David Corliss, Town Manager, explained the Downtown Alliance finance structure.

Kevin Tilson presented the item.

No public comment.

**Moved by Mayor Pro Tem LaFleur, seconded by Councilmember Bracken, to Approve Ordinance ORD 2024-020 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

[RES 2024-102](#) **Resolution Approving the Proposed 2025 Fiscal Year Budget for the Castle Rock Downtown Development Authority**

Kevin Tilson presented the item.

Councilmember Brooks inquired about a facade grant a business is interested in.

No public comment.

**Moved by Mayor Pro Tem LaFleur, seconded by Councilmember Brooks, to Approve Resolution RES 2024-102 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

[ORD 2024-021](#) **Ordinance Approving the Grant of a Cable Franchise to Comcast Colorado IX, LLC, and Authorizing the Execution of a Cable Franchise Agreement Between Comcast Colorado IX, LLC, and the Town of Castle Rock (First Reading)**

Kristin Read, Assistant Town Manager, presented the item.

No public comment.

**Moved by Councilmember Hollingshead, seconded by Councilmember Dietz, to Approve Ordinance ORD 2024-021 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

[DIR 2024-019](#) **Discussion/Direction: Home Occupation Regulations**

Tara Vargish, Director of Development Services, presented the information.

Mayor Pro Tem LaFleur feels some of these types of businesses are being conducted now.

Mayor Gray feels if is not causing traffic concerns and we aren't receiving complaints, he feels personal services and animal grooming are fine.

Councilmember Hollingshead feels it is reasonable to allow personal services and animal grooming as long as it doesn't impact traffic.

Councilmember Brooks feels the traffic language could be more specific.

No public comment.

**Moved by Mayor Pro Tem LaFleur, seconded by Mayor Gray, to Direct Staff to evaluate the list of home occupation to allow personal services and animal grooming. The motion passed by a vote of:**

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

[RES 2024-103](#) **Resolution Approving the Infrastructure Development and Purchase Ageement and Water Lease Agreement between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC [*Lost Creek area of Weld County, Colorado*]**

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

No public comment.

**Moved by Mayor Pro Tem LaFleur, seconded by Councilmember Dietz, to Approve Resolution RES 2024-103 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

**ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES**

**ADJOURN**



**Moved by Councilmember Bracken, seconded by Councilmember Hollingshead, to Adjourn. The motion passed by a vote of:**

**Yes:** 7 - Gray, LaFleur, Hollingshead, Cavey, Bracken, Brooks, Dietz

Meeting adjourned at 7:50 pm

Submitted by:

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Lisa Anderson, Town Clerk



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 12. **File #:** ORD 2024-022

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

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

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

**Ordinance Annexing to the Town of Castle Rock, Colorado, 681.07 Acres of Land Owned by the Town and Located in Section 16 and the North Half of Section 21, Township 8 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, Douglas County, Colorado [Lost Canyon Ranch Annexation] (First Reading)**

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### **Executive Summary**

Town Council is being asked to consider an Annexation Ordinance for the Lost Canyon Ranch parcel of land (Attachment B). The Town of Castle Rock (Town), as property owner and applicant, has submitted an application proposing to annex and zone a Town-owned parcel of 681 acres, known as the Lost Canyon Ranch (Attachment A). The property is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court (Figure 1). This property is adjacent to the Town of Castle Rock's incorporated boundaries on the north and west side of the property and is eligible for annexation.

If Town Council approves the annexation, they will also consider the proposed zoning. The application being presented is to straight-zone this property as Public Land - 1 (PL-1). PL-1 is a public use district with permitted uses and development standards established in the Town's Municipal Code, Section 17.30.020. This zone district allows for active and developed parks, recreation facilities, restrooms, parking and drives. The majority of the parcel will remain as passive open space, with future trails and facilities, while some of the interior areas that are already developed will be more active with future park facilities that are yet to be planned.

**Based on the staff analyses detailed in this report, staff recommends Town Council approve the annexation of the Lost Canyon Ranch, as proposed.**

### **Budget Impact**

The proposed annexation and zoning will not generate impact fees. As the Town finalizes the Master Plan for this property, future budget considerations will be identified.

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**Item #: 12. File #: ORD 2024-022**

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### **Staff Recommendation**

Based on the staff analyses detailed in this report, staff recommends Town Council approve the annexation of Lost Canyon Ranch, as proposed.

### **Proposed Motion**

Town Council will consider the proposal in two separate Ordinances; one for annexation and one for zoning. If the annexation is not approved, no action is necessary on the zoning. The proposed motions on the annexation are as follows:

*"I move to approve the Annexation Ordinance, as introduced by title."*

### **Alternative Motions**

#### **Approval with Conditions**

*"I move to approve the Annexation Ordinance, with the following conditions:" [list conditions]*

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

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

### **Attachments**

Attachment A: Vicinity Map  
Attachment B: Annexation Ordinance  
Attachment C: Public Input



**Meeting Date:** October 15, 2024

## **AGENDA MEMORANDUM**

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

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

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

**Title:** **Ordinance 2024 - \_\_\_\_: An Ordinance Annexing to the Town of Castle Rock, Colorado, 681.07 Acres of Land Owned by the Town and Located in Section 16 and the North Half of Section 21, Township 8 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado [Lost Canyon Ranch Annexation] (First Reading)**

---

### **Executive Summary**

Town Council is being asked to consider an Annexation Ordinance for the Lost Canyon Ranch parcel of land (Attachment B). The Town of Castle Rock (Town), as property owner and applicant, has submitted an application proposing to annex and zone a Town-owned parcel of 681 acres, known as the Lost Canyon Ranch (Attachment A). The property is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court (Figure 1). This property is adjacent to the Town of Castle Rock's incorporated boundaries on the north and west side of the property and is eligible for annexation.

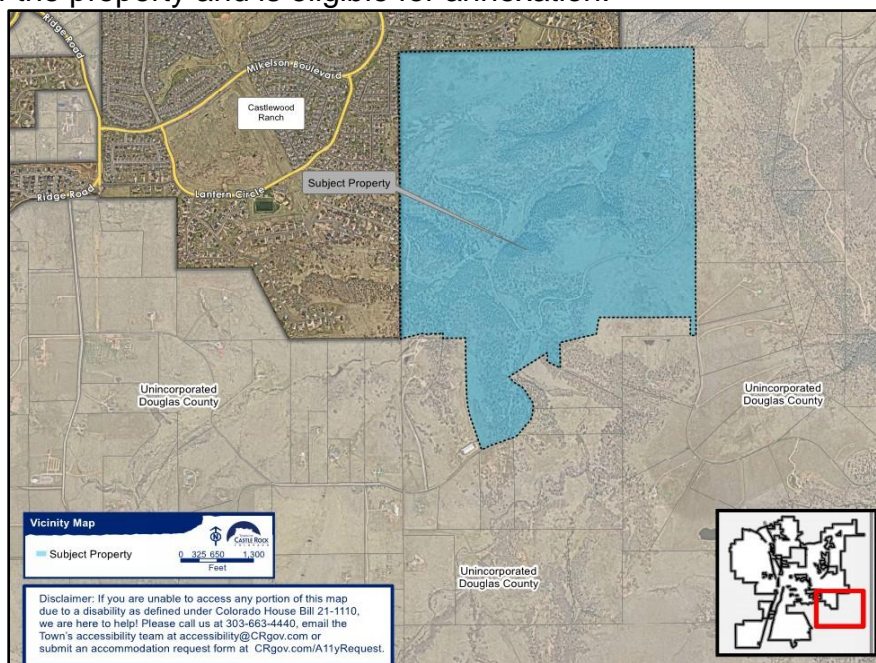


Figure 1: Vicinity Map



If Town Council approves the annexation, they will also consider the proposed zoning. The application being presented is to straight-zone this property as Public Land – 1 (PL-1). PL-1 is a public use district with permitted uses and development standards established in the Town's Municipal Code, Section 17.30.020. This zone district allows for active and developed parks, recreation facilities, restrooms, parking and drives. The majority of the parcel will remain as passive open space, with future trails and facilities, while some of the interior areas that are already developed will be more active with future park facilities that are yet to be planned.

**Based on the staff analyses detailed in this report, staff recommends Town Council approve the annexation of the Lost Canyon Ranch, as proposed.**

### **Background**

The Town has been working to clean up jurisdictional boundaries within the Town on a parcel by parcel basis. There are numerous Town-owned parcels that are currently outside of the Town boundaries. The majority of these parcels are small in size. The Town is in the process of annexing the qualified parcels. Gateway Mesa Open Space was one of the first such Town-owned property to be annexed and zoned under this initiative. Gateway Mesa Open Space consists of approximately 199-acres, was annexed in 2020, and was zoned Public Land – 2 (PL-2).

The purpose of annexing Town-owned property is to allow for consistent application of the Town's zoning regulations and other Municipal Code provisions, as well as law enforcement and code compliance.

### **Discussion**

#### **The Property**

The parcel proposed for annexation is currently under the jurisdiction of Douglas County. The 681 acre property is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court. This proposed annexation is part of a larger effort to incorporate eligible Town-owned property into the Town boundaries. If the property is annexed, staff recommends zoning the land as Public Land – 1 (PL-1), as established in the Municipal Code. Permitted uses include active and developed parks, recreation facilities, restrooms, parking and drives.

#### **Use and Surrounding Zoning**

The subject parcel is being used as open space and is not open to the public at this time. The Town is working on a Master Plan for the property which will address future public access and uses. The Town's responsibility for maintenance of the parcels will not change with annexation.

This parcel is currently zoned with Douglas County as A1-Agricultural One. The parcels adjacent to Lost Canyon Ranch to the north and west are currently zoned for residential within the Castlewood Ranch Planned Development.

### Annexation and Zoning Proposal

The Lost Canyon Ranch Annexation consists of a 681 acre parcel of land that is owned by the Town, but lies outside of the Town boundaries. Per the State Statutes, properties proposed for annexation must be contiguous with the municipal boundary for at least 1/6<sup>th</sup> of the property's perimeter. The Lost Canyon Ranch Annexation exceeds the minimum 1/6<sup>th</sup> requirement. Per the Colorado Municipal Annexation Act of 1965, the annexation of this property will be heard by Town Council.

The zoning proposed with the annexation is Public Land – 1 (PL-1), a straight zoned district that allows for active and developed parks, recreation facilities, restrooms, parking and drives.

### **Annexation and Zoning Analysis**

Staff has completed an analysis of the proposed annexation and PL-1 zoning. The remainder of this report focuses on how the annexation and zoning proposal complies with the State of Colorado statutory requirements, the goals and principles of the Town's 2030 Vision and Comprehensive Master Plan, and the criterion in the Town's Municipal Code.

### Colorado Revised Statutes – Municipal Annexation Act of 1965 (Act)

The Municipal Annexation Act provides that when the Town is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with Article II, Section 30(1)(c) of the Colorado Constitution and Sections 31-12-104(1)(a) and 31-12-105, C.R.S., the Town Council may, by ordinance, annex the area to the Town without notice and hearing as provided in Sections 31-12-108 and 31-12-109, C.R.S.

In a public hearing before Town Council, the Council determines whether an annexation request complies with the Town's guiding documents, the Municipal Code, State regulations, and if the property should be annexed into the Town.

Staff has completed an analysis of the proposed annexation and proposed PL-1 zoning. The remainder of this report focuses on how the annexation and zoning proposal complies with the State of Colorado statutory requirements, the goals and principles of the Town's 2023 Vision and Comprehensive Master Plan, and the criterion in the Town's Municipal Code.

### 2030 Vision and Comprehensive Master Plan

The principles set forth in the Town's Comprehensive Master Plan are based on four cornerstones identified through a Town-wide visioning effort as the characteristics most important to the community. The following is an analysis of the specific annexation principles found in the Responsible Growth section of the Comprehensive Master Plan.

- *RG-2.1a: Is a logical extension or infill of the Town boundaries*

The proposed annexation and zoning complies with this principle.

- *RG-2.1b: Has demonstrated a significant benefit to the Town.*

As previously discussed, annexing these parcels and zoning them within the Town will provide for consistent application of the Town's zoning regulations and other Municipal Code provisions, as well as law enforcement and code compliance.

- *2.1c: Will be provided with adequate urban services.*

Provision of urban services in terms of transportation and public safety will be clarified with this annexation.

- *2.1d: Is fiscally responsible.*

The Town is currently responsible for maintenance of Lost Canyon Ranch parcel. Annexation and zoning will not create additional financial obligations for the Town.

- *2.1e: Conveys to the Town all water right appurtenant to the ground at the time of annexation.*

The Town already owns the property and water rights not severed from the property.

- *2.1f: Secures renewable water to 100 percent of the expected development on the annexed area.*

This principle is not applicable, as no development requiring water resources exists on the property and none is proposed with the annexation and zoning.

#### **Zoning: Public Land District – (PL-1)**

The current use of open space on the property will remain and likely be expanded as future trails are planned and constructed. The Town's Parks and Recreation Department are conducting a master planning effort on this site to identify the future planned uses, trail locations, parking, and what additional uses may be added in the already developed interior areas. While this parcel will primarily be passive open space, some more active uses in the location of the existing home on the property, such as a visitor center type use, may be proposed. The PL-1 zone district provides the most flexibility to the variety of recreational uses that may result from the master planning effort. The PL-1 straight zoned district is established in the Town Municipal Code, Section 17.30.020 is a zoning that is applied to public lands, allowing active and developed parks, recreation facilities, restrooms, parking and drives. This is the most appropriate zoning classification for this parcel upon annexation.

#### **Public Notification and Outreach**

##### **Public Hearing Notice**

The public noticing requirements for this proposal have been satisfied. Public hearing notice signs were posted on the property on Tuesday, September 10, 2024. Written notice letters were sent to property owners within 500 feet of the property, at least 15 days prior to the

Planning Commission public hearing. Town staff published notice of the public hearing on the Town's website and provided information about the proposal on the Town's Development Activity interactive map.

### Neighborhood Meetings

The Town held one neighborhood meeting. The second and third neighborhood meeting was waived by the Town Manager. The neighborhood meeting was held in a hybrid format. The first neighborhood meeting was held on July 29, 2024 for this property. 45 members of the public attended the meeting. The majority of the questions were related to future uses and activities on the property. The Town is working on a Master Plan for the property and will hold additional community meetings that will address the questions from the public.

### External Referrals

External referrals were sent to local service providers and Douglas County agencies, as well as the Colorado Department of Transportation (CDOT). Of the responding agencies, no substantive comments were received.

There are no unresolved external referral comments.

### **Budget Impact**

The proposed annexation and zoning will not generate impact fees. As the Town finalizes the Master Plan for this property, future budget considerations will be identified.

### **Findings**

All staff review comments and external referral comments have been addressed. The proposed annexation of Lost Canyon Ranch Town-owned parcel

- Complies with the requirements of the Colorado Revised Statutes, Municipal Annexation Act of 1965, and
- Advances the principles of the Town Vision and the Comprehensive Master Plan for Responsible Growth and Annexation.

### **Recommendation**

Based on the staff analyses detailed in this report, staff recommends Town Council approve the annexation of Lost Canyon Ranch, as proposed.

### **Proposed Motions**

Town Council will consider the proposal in two separate Ordinances; one for annexation and one for zoning. If the annexation is not approved, no action is necessary on the zoning. The proposed motions on the annexation are as follows:

*"I move to approve the Annexation Ordinance, as introduced by title."*



## **Alternative Motions**

### **Approval with Conditions**

*"I move to approve the Annexation Ordinance, with the following conditions:" [list conditions]*

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

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

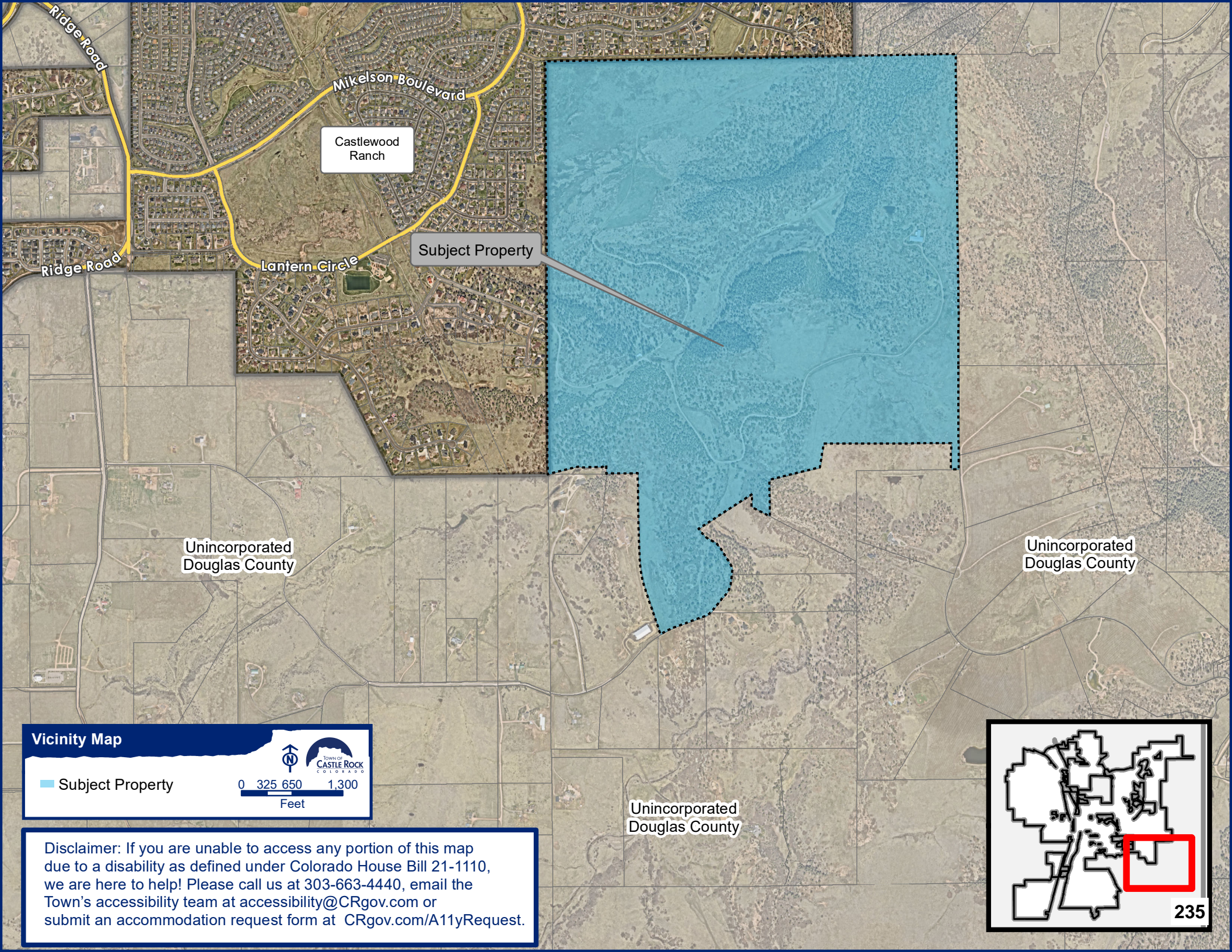
## **Attachments**

Attachment A: Vicinity Map

Attachment B: Annexation Ordinance

Attachment C: Public Input





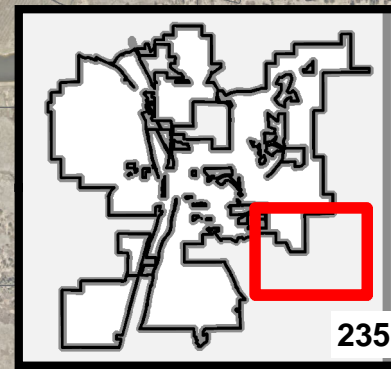
#### Vicinity Map



■ Subject Property

0 325 650 1,300  
Feet

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





**ORDINANCE NO. 2024-022**

**AN ORDINANCE ANNEXING TO THE TOWN OF CASTLE ROCK,  
COLORADO, 681.07 ACRES OF LAND OWNED BY THE TOWN AND  
LOCATED IN SECTION 16 AND THE NORTH HALF OF SECTION 21,  
TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL  
MERIDIAN, DOUGLAS COUNTY, COLORADO  
(Lost Canyon Ranch Annexation)**

**WHEREAS**, the Town of Castle Rock, Colorado (the “Town”) is the sole owner of 681.07 acres of land in unincorporated Douglas County located at 6581 Lost Canyon Ranch Road to the south and east of the existing Castlewood Ranch development and west of Castlewood Canyon State Park, all as more particularly described on the Annexation Map attached as *Exhibit A* and legal description attached as *Exhibit B* (the “Property”); and

**WHEREAS**, the Property consists entirely of open space and is not a public street or right-of-way; and

**WHEREAS**, Town staff has advised the Town Council of its desire to annex the Property; and

**WHEREAS**, Section 31-12-106(3), C.R.S., provides that when the Town is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with Article II, Section 30(1)(c) of the Colorado Constitution and Sections 31-12-104(1)(a) and 31-12-105, C.R.S., the Town Council may, by ordinance, annex the area to the Town without notice and hearing as provided in Sections 31-12-108 and 31-12-109, C.R.S.; and

**WHEREAS**, Section 20.02.020.D of the Castle Rock Municipal Code provides that the requirement for a hearing regarding the advisability of annexing of property to the Town does not apply to the annexation of Town-owned property that does not consist solely of public streets and/or right-of-way; and

**WHEREAS**, the Town Council finds and determines that it is in the best interests of the Town and its residents to annex the Property.

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

**Section 1. Findings – Eligibility of the Property for Annexation.** The Town Council finds and determines that the following provisions of Article II, Section 30(1)(c) of the Colorado Constitution and Sections 31-12-104(1)(a) and 31-12-105, C.R.S., have been met:

- A. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town.
- B. A community of interest exists between the Property and the Town.

- C. The Property is urban or will be urbanized in the near future.
- D. The Property is integrated with or is capable of being integrated with the Town.
- E. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way.
- F. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with buildings and improvements situated thereon has a value for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the annexation) is included in the Property, without the written consent of the landowners.
- G. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
- H. The Property, or substantially the same area, has not been the subject of an election for annexation to the Town within the preceding twelve (12) months.
- I. The Property is not presently a part of any incorporated city, city and county, or town.
- J. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.
- K. The annexation of the Property will not have the effect of extending the municipal boundary of the Town more than three miles in any direction from any point of such municipal boundary within one year.
- L. In establishing the boundaries of the Property, if a portion of a platted street or alley is to be annexed, the entire width of said street or alley has been included within the Property.
- M. The owner of 100% of the Property have expressed its support for the annexation; accordingly, no election is required.
- N. No additional terms or conditions will be unilaterally imposed on the Property.

**Section 2. Findings – Ownership and Type of Property.** The Town Council finds and determines that the following provisions of Section 31-12-106(3), C.R.S., have been met:



- A. The Town is the sole owner of the Property; and
- B. The Property consists entirely of open space and is not a public street or right-of-way.

**Section 3. Annexation of Property.** The annexation of the Property to the Town is hereby approved.

**Section 4. Required Filings.** The Town Clerk is hereby directed to file with the Douglas County Clerk and Recorder those documents required by § 31-12-113, C.R.S.

**Section 5. Effective Date.** Subject to the filings required to be made pursuant to Section 3, above, the Property shall be subject to the Town Charter and all ordinances, resolutions, rules and regulations of the Town upon the effective date of this Ordinance.

**Section 6. 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 7. 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 relationship to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 15th day of October, 2024, 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 \_\_\_\_\_, 2024, by the Town Council of the Town of Castle Rock, Colorado by a vote of \_\_\_ for and \_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Tara Vargish, Director of Development Services

**EXHIBIT A**

Annexation Map of Property  
(see attached)

**LOST CANYON ANNEXATION MAP**  
METES AND BOUNDS PARCEL OF LAND  
LOCATED IN SECTION 16 AND THE NORTH HALF OF SECTION 21, T 8 S, R 66 W OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO

**LEGAL DESCRIPTION (REC. NO. 2000072758 AND 2000072754)**

**LOST CANYON RANCH**

A TRACT OF LAND SITUATED IN SECTION 16 AND IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 AND CONSIDERING THE EAST LINE OF THE SOUTHWEST 1/4 TO BEAR NORTH 00 DEGREES 16 MINUTES 59 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 2864.90 FEET

THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST A DISTANCE OF 2865.22 FEET TO THE NORTHEAST CORNER OF SECTION 16

THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 2866.41 FEET TO THE NORTH 1/4 CORNER OF SECTION 16

THENCE SOUTH 89 DEGREES 42 MINUTES 00 SECONDS WEST A DISTANCE OF 1317.26 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16

THENCE SOUTH 89 DEGREES 42 MINUTES 00 SECONDS WEST A DISTANCE OF 1317.26 FEET TO THE NORTHWEST CORNER OF SECTION 16

THENCE SOUTH 89 DEGREES 20 MINUTES 12 SECONDS WEST A DISTANCE OF 1326.41 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16

THENCE SOUTH 89 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 1326.78 FEET TO THE WEST 1/4 CORNER OF SECTION 16

THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS WEST A DISTANCE OF 1326.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16

THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS WEST A DISTANCE OF 1326.47 FEET TO THE SOUTHWEST CORNER OF SECTION 16

THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 1150.40 FEET

THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS EAST A DISTANCE OF 871.26 FEET TO A POINT ON THE CENTER OF A ROADWAY EASEMENT KNOWN AS TONTO QUAD ROAD

THENCE ALONG SAID CENTER OF ROADWAY EASEMENT FOR THE NEXT (3) COURSES

1) THENCE SOUTH 01 DEGREE 11 MINUTES 41 SECONDS EAST A DISTANCE OF 450.26 FEET TO A POINT OF CURVE

2) THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 416.26 FEET, SAID CURVE HAS A RADIUS OF 1419.21 FEET AND A CENTRAL ANGLE OF 18 DEGREES 53 MINUTES 18 SECONDS TO A POINT OF TANGENCY

3) THENCE SOUTH 18 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 860.20 FEET TO THE POINT ON THE CENTER LINE OF WILLOW CREEK ROAD

THENCE ALONG THE CENTERLINE OF WILLOW CREEK ROAD FOR THE NEXT TWELVE (12) COURSES

1) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 194.00 FEET, SAID CURVE HAS A RADIUS OF 871.78 FEET AND A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 00 SECONDS WITH A CHORD THAT BEARS NORTH 84 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 194.00 FEET TO A POINT OF TANGENCY

2) THENCE NORTH 75 DEGREES 22 MINUTES 24 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 450.24 FEET TO A POINT OF CURVE

3) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 97.05 FEET, SAID CURVE HAS A RADIUS OF 1861.02 FEET AND A CENTRAL ANGLE OF 28 DEGREES 44 MINUTES 26 SECONDS TO A POINT OF TANGENCY

4) THENCE NORTH 40 DEGREES 37 MINUTES 37 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 360.97 FEET TO A POINT OF CURVE

5) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 126.83 FEET, SAID CURVE HAS A RADIUS OF 2246.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 14 SECONDS TO A POINT OF TANGENCY

6) THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 184.77 FEET TO A POINT OF CURVE

7) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 80.00 FEET, SAID CURVE HAS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 16 MINUTES 00 SECONDS TO A POINT OF TANGENCY

8) THENCE NORTH 01 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 260.30 FEET TO A POINT OF CURVE

9) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 117.33 FEET, SAID CURVE HAS A RADIUS OF 2266.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 18 SECONDS TO A POINT OF TANGENCY

10) THENCE NORTH 40 DEGREES 46 MINUTES 27 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 80.00 FEET TO A POINT OF CURVE

11) THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 86.11 FEET, SAID CURVE HAS A RADIUS OF 1769.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 21 SECONDS TO A POINT OF TANGENCY

12) THENCE NORTH 37 DEGREES 34 MINUTES 19 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 102.07 FEET

**LEGAL DESCRIPTION (CONTINUED)**

THENCE NORTH 57 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 810.37 FEET

THENCE SOUTH 04 DEGREES 26 MINUTES 01 SECONDS WEST A DISTANCE OF 1638.26 FEET

THENCE SOUTH 01 DEGREE 48 MINUTES 34 SECONDS EAST A DISTANCE OF 387.34 FEET

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 416.26 FEET

THENCE NORTH 78 DEGREES 51 MINUTES 48 SECONDS EAST A DISTANCE OF 864.83 FEET

THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 304.21 FEET

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1816.83 FEET

THENCE SOUTH 00 DEGREES 18 MINUTES 48 SECONDS WEST A DISTANCE OF 344.24 FEET TO THE SOUTH LINE OF SECTION 16

THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 1326.41 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THAT PORTION CONVEYED TO HARRY CARL RYBERG, JR. IN COLORADO QUIT CLAIM DEED RECORDED DECEMBER 19, 2003 UNDER RECEPTION NO. 2003030216.

**BASE OF BEARINGS**

BASE OF BEARINGS (AND ANGLES) ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, BEING MONUMENTED AT THE SOUTHEAST CORNER WITH A 3/4" ALUMINUM CAP STAMPED PLUS 3688 AND AT THE EAST QUARTER WITH A 1" ALUMINUM CAP STAMPED PLUS 3688, BOTH CORNERS MORE DETAIL ON THE SURVEY. SAID LINE BEARS N 07°24'41" W, A DISTANCE OF 2866.32 FEET PER COLORADO STATE PLANE COORDINATES.

**NOTE**

THE BASIS OF THIS ANNEXATION MAP WAS PREPARED FROM THE RECORDED ALTA REPS (LAND TITLE SURVEY DATED 03/01/2024 BY PLUS 3688 REC. NO. 10006218).

THE LEGAL DESCRIPTION IS DETECTED ON THE MAP WITH BEARINGS AND DISTANCES IN (XXXX).

THE SURVEY DIMENSIONS ARE DETECTED ON THE MAP WITH LARGER BEARINGS AND DISTANCES.

**SURVEYOR'S CERTIFICATE**

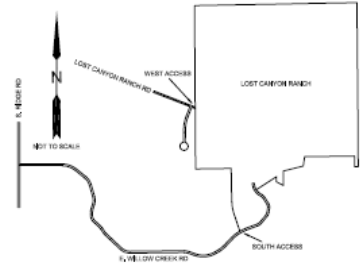
I, WILLIAM G. BUNYROCK, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, CERTIFY FOR AND ON BEHALF OF TRUE NORTH SURVEYING AND MAPPING, LLC, THAT MORE THAN ONE (ONE) 1/8 OF THE EXISTING BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF CASTLE ROCK, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAN COMPLIES WITH THE COLORADO STATE STATUTES AND THE TOWN OF CASTLE ROCK, COLORADO CODES PERTAINING THERETO.

**DRAFT R1**

WILLIAM G. BUNYROCK, PLS 3688 DATE

**GENERAL NOTES**

1. NOTICE - 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 FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DESTAYS ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMEATS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-65-601.
3. ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET. BEARINGS ARE SHOWN AS DEGREE, MINUTES AND SECONDS.
4. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE FROM DOCS. NUMBER 18 TO IN THE RECORDS OF THE COUNTY OF DOUGLAS, COLORADO.
5. EASEMENTS ARE NOT SHOWN.
6. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.



**CONTIGUOUS ANNEXATION LEGEND**

- 1. THIS HATCH INDICATES THE VILLAGES AT CASTLE ROCK ANNEXATION NUMBER 6A TO THE TOWN OF CASTLE ROCK AS RECORDED UNDER RECEPTION NO. 277068 DATED AUGUST 11, 1981, CONVEYING 1,820.00 ACRES (SEE ALSO MEASUREMENT PER SURVEY 2003-41 FEET)
- 2. THIS HATCH INDICATES THE VILLAGES AT CASTLE ROCK ANNEXATION NUMBER 6A TO THE TOWN OF CASTLE ROCK AS RECORDED UNDER RECEPTION NO. 277070 DATED AUGUST 11, 1981, CONVEYING 1,820.00 ACRES (SEE ALSO MEASUREMENT PER SURVEY 2003-41 FEET)

**TOWN OF CASTLE ROCK OWNERSHIP**

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

TOWN OF CASTLE ROCK, A MUNICIPAL CORPORATION

BY \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_

TOWN CLERK

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**NOTARY BLOCK**

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_ AS MAYOR AND

BY \_\_\_\_\_ AS TOWN CLERK

WITNESS MY HAND AND OFFICIAL SEAL.

**NOTARY PUBLIC**

MY COMMISSION EXPIRES: \_\_\_\_\_

**CONTIGUITY**

TOTAL PERIMETER	26,110.26 FEET (PER ALTA REPS LAND TITLE SURVEY)
1/8 TOTAL PERIMETER	4,361.22 FEET (PER ALTA REPS LAND TITLE SURVEY)
CONTIGUOUS PERIMETER	688.26 FEET (PER DISTRICT ANNEXATION MAPS)
PERCENT CONTIGUITY	38.4%
TOTAL AREA	881.27 ACRES (PER ALTA REPS LAND TITLE SURVEY)

**CONTACT LIST**

OWNER: TOWN OF CASTLE ROCK  
100 WILLOW STREET  
CASTLE ROCK, CO 81004

SURVEYOR: TRUE NORTH SURVEYING AND MAPPING, LLC  
WILLIAM G. BUNYROCK, PLS  
8002 WILLOW POSE WAY  
LITTLETON, CO 80120  
W.G.BUNYROCK@TNSURVEYING.COM

Drawn By: William G. Bunyrock	Check By: William G. Bunyrock	Scale: 1" = 400'	Project No: 19-24010
Horizontal Scale	Vertical Scale	North Arrow	North Arrow
Horizontal Scale	Vertical Scale	North Arrow	North Arrow
Horizontal Scale	Vertical Scale	North Arrow	North Arrow

REV	DATE	DESCRIPTION
1	03/01/2024	TOWN COUNCIL
2	03/01/2024	TOWN COUNCIL
3	03/01/2024	TOWN COUNCIL
4	03/01/2024	TOWN COUNCIL
5	03/01/2024	TOWN COUNCIL
6	03/01/2024	TOWN COUNCIL
7	03/01/2024	TOWN COUNCIL
8	03/01/2024	TOWN COUNCIL
9	03/01/2024	TOWN COUNCIL
10	03/01/2024	TOWN COUNCIL



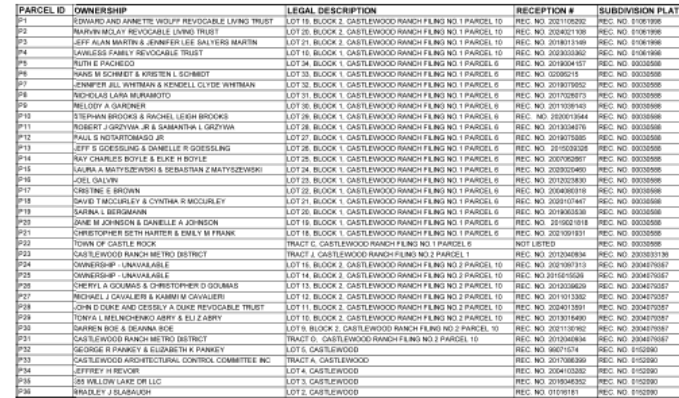
Our People Drive It On 2024  
9225 Mainway Drive, Suite 100, CO 81029  
Phone: 303-454-0800 Fax: 303-454-1004  
www.truenorthsurveying.com

SHEET NUMBER  
**1 OF 2**

PROJECT NUMBER IS  
**AKX24-0005**

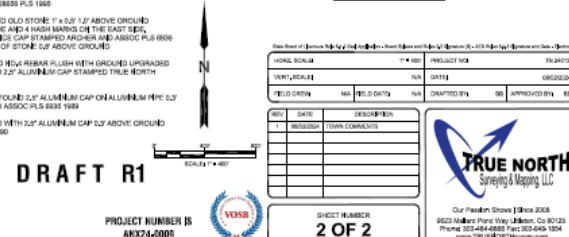


METES AND BOUNDS PARCEL OF LAND  
LOCATED IN SECTION 16 AND THE NORTH HALF OF SECTION 21, T 8 S, R 66 W OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO

[illegible]

CURVE	DELTA IN	ANGLE	RADIUS	ARC LENGTH	CHORD BEAR	10	CHORD LENGTH
C1	100.0000	1.047198	218.7137	3.61072177	2.144282		
C2	100.0000	1.047198	118.7137	1.84103332	1.086493		
C3	100.0000	1.047198	58.7137	0.92051666	0.543246		
C4	100.0000	1.047198	28.7137	0.46025833	0.271623		
C5	100.0000	1.047198	18.7137	0.30683889	0.181082		
C6	100.0000	1.047198	8.7137	0.15341944	0.090541		
C7	100.0000	1.047198	3.7137	0.07670972	0.045270		

1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
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## **EXHIBIT B**

### **Legal Description of Property**

A TRACT OF LAND SITUATED IN SECTION 16 AND IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 TO BEAR NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 2664.39 FEET

THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST A DISTANCE OF 2665.22 FEET TO THE NORTHEAST CORNER OF SECTION 16;

THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 2636.41 FEET TO THE NORTH 1/4 CORNER OF SECTION 16;

THENCE SOUTH 89 DEGREES 42 MINUTES 05 SECONDS WEST A DISTANCE OF 1317.65 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST A DISTANCE OF 1317.56 FEET TO THE NORTHWEST CORNER OF SECTION 16;

THENCE SOUTH 00 DEGREES 28 MINUTES 12 SECONDS WEST A DISTANCE OF 1324.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 00 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 1325.28 FEET TO THE WEST 1/4 CORNER OF SECTION 16;

THENCE SOUTH 00 DEGREES 26 MINUTES 08 SECONDS WEST A DISTANCE OF 1325.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 00 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 1325.47 FEET TO THE SOUTHWEST CORNER OF SECTION 16;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 1157.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 631.25 FEET TO A POINT ON THE CENTER OF A ROADWAY EASEMENT KNOWN AS TONTO RIM ROAD;

THENCE ALONG SAID CENTER OF ROADWAY EASEMENT FOR THE NEXT (3) COURSES:

1. THENCE SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST A DISTANCE OF 460.00 FEET TO A POINT OF CURVE;

2. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 416.26 FEET, SAID CURVE HAS A RADIUS OF 1412.21 FEET AND A CENTRAL ANGLE OF 16 DEGREES 53 MINUTES 18 SECONDS TO A POINT OF TANGENT;

3. THENCE SOUTH 18 DEGREES 04 MINUTES 59 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 600.00 FEET TO THE POINT ON THE CENTER LINE OF WILLOW CREEK ROAD;

THENCE ALONG THE CENTERLINE OF WILLOW CREEK ROAD FOR THE NEXT TWELVE (12) COURSES:

1. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 199.30 FEET, SAID CURVE HAS A RADIUS OF 977.18 FEET AND A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 09 SECONDS WITH A CHORD THAT BEARS NORTH 64 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 198.96 FEET TO A POINT OF TANGENT;

2. THENCE NORTH 70 DEGREES 22 MINUTES 24 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 422.74 FEET TO A POINT OF CURVE;

3. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 97.65 FEET, SAID CURVE HAS A RADIUS OF 188.12 FEET AND A CENTRAL ANGLE OF 29 DEGREES 44 MINUTES 29 SECONDS TO A POINT OF TANGENT;

4. THENCE NORTH 40 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 303.57 FEET TO A POINT OF CURVE;

5. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 126.55 FEET, SAID CURVE HAS A RADIUS OF 224.92 FEET AND A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 14 SECONDS TO A POINT OF TANGENT.

6. THENCE NORTH 08 DEGREES 23 MINUTES 40 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 168.27 FEET TO A POINT OF CURVE;

7. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 95.92 FEET, SAID CURVE HAS A RADIUS OF 137.68 FEET AND A CENTRAL ANGLE OF 39 DEGREES 55 MINUTES 02 SECONDS TO A POINT OF TANGENT;

8. THENCE NORTH 31 DEGREES 31 MINUTES 20 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 250.00 FEET TO A POINT OF CURVE;

9. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 117.53 FEET, SAID CURVE HAS A RADIUS OF 236.93 FEET AND A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 18 SECONDS TO A POINT OF TANGENT;

10. THENCE NORTH 59 DEGREES 56 MINUTES 37 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 90.00 FEET TO A POINT OF CURVE;

11. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 69.11 FEET, SAID CURVE HAS A RADIUS OF 176.99 FEET A AND A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 21 SECONDS TO A POINT OF TANGENT;

12. THENCE NORTH 37 DEGREES 34 MINUTES 19 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 100.01 FEET;

THENCE NORTH 57 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 818.37 FEET;

THENCE SOUTH 04 DEGREES 29 MINUTES 01 SECONDS WEST A DISTANCE OF 163.98 FEET;

THENCE SOUTH 61 DEGREES 46 MINUTES 34 SECONDS EAST A DISTANCE OF 267.34 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 470.00 FEET;

THENCE NORTH 76 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 666.95 FEET;

THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 308.01 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1615.65 FEET

THENCE SOUTH 00 DEGREES 18 MINUTES 56 SECONDS WEST A DISTANCE OF 348.50 FEET TO THE SOUTH LINE OF SECTION 16;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.01 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO HARRY CARL RYBERG JR IN COLORADO QUITCLAIM DEED RECORDED DECEMBER 19, 2023 UNDER RECEPTION NO. **2023052758**.



# Public Comment

**From:** [Gay Covell](#)  
**To:** [Matt Roth](#)  
**Cc:** [BrieAnna Simon](#)  
**Subject:** Lost Canyon Ranch neighborhood meeting  
**Date:** Tuesday, July 30, 2024 10:14:54 AM

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Hello Matt:

My husband and I live on the corner of [REDACTED] and we appreciated the opportunity to attend the Lost Canyon Ranch neighborhood meeting last night.

Our main concern about the planned Lost Canyon Ranch Park is the large increase in traffic on our no outlet street affecting our neighborhoods peace and quiet and safety.

We hope that an additional entrance would be considered in the plans to offset the many cars that will be entering the park through our neighborhood.

Thank you for your time.

Gay Covell

[REDACTED]

Gay Covell [REDACTED] Sent from Gmail Mobile

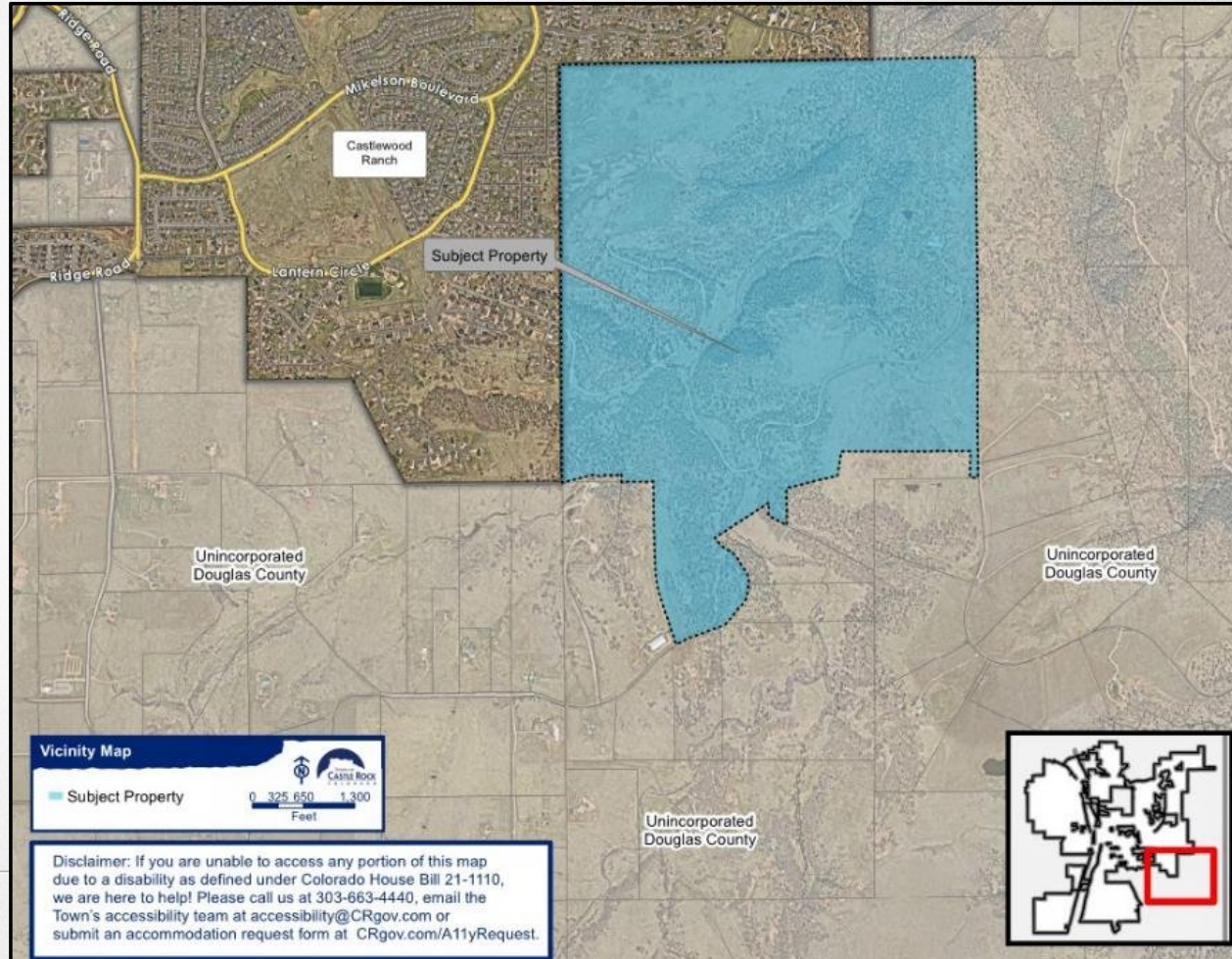
# LOST CANYON RANCH OPEN SPACE ANNEXATION AND ZONING

TOWN COUNCIL  
OCTOBER 15, 2024





# VICINITY MAP

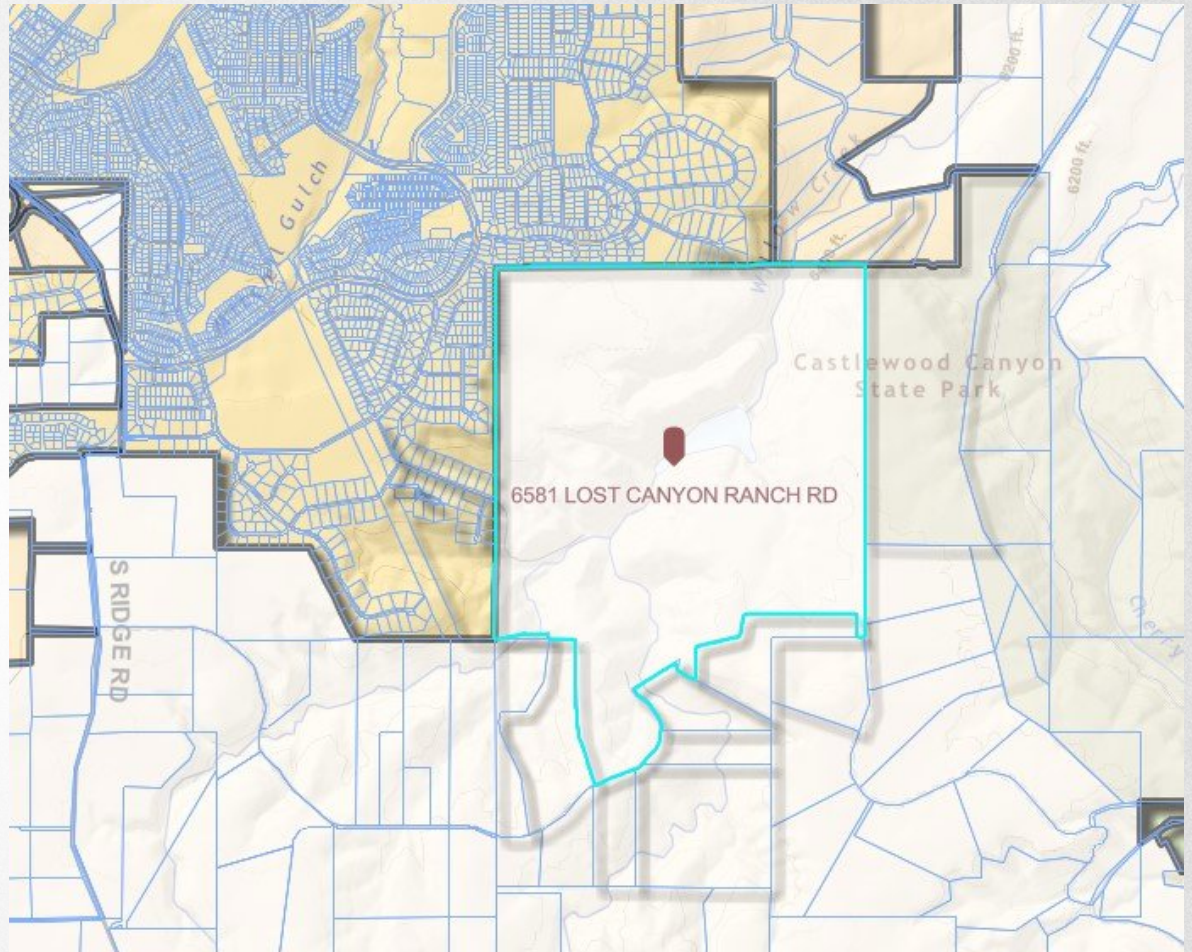




# ZONING MAP

**Zoned A-1 Agriculture  
in Douglas County**

**Land north and west is  
Castlewood Ranch PD  
zoning for residential  
lot**



# PROPOSED ZONING

Zone District	Purpose	Permitted Uses
Public Land 1 (PL-1)	The PL-1 District is intended primarily for municipally owned property and public uses (CRMC 17.30).	<ul style="list-style-type: none"> <li>• Active and developed parks</li> <li>• Recreation facilities</li> <li>• Restrooms</li> <li>• Parking and drives</li> </ul>

## Proposed Uses:

Conservation Easement Across Entire Property - active areas at existing buildings

Majority Use is Open Space with Trails

Future Trails, parking, facilities, and uses as identified in Master Planning

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# COMMUNITY OUTREACH AND FEEDBACK

Neighborhood Meetings		
Date	Format	Attendance
July 29, 2024	Hybrid	45

## Summary of Questions

- Questions related to future uses and activities on the property.
- Specific activities will be addressed during Master Planning process.

# STAFF ANALYSIS

Staff finds that the proposed Annexation and Zoning complies with:

- Colorado Revised Statutes, Municipal Annexation Act of 1965,
- Town of Castle Rock Municipal Code, Title 17 and Title 20
- Town of Castle Rock Vision 2030, and
- Town of Castle Rock 2030 Comprehensive Master Plan

## RECOMMENDATION

Staff recommends approval of the  
Lost Canyon Ranch Annexation to Town Council

Planning Commission recommend approval of the Lost Canyon  
Ranch PL-1 Zoning to Town Council.

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# PROPOSED MOTIONS

## Annexation:

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

## Zoning:

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

# ALTERNATIVE MOTIONS

## Annexation:

### Approval with Conditions

"I move to approve the Annexation Ordinance, with the following conditions:" [list conditions]

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

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

## Zoning:

### Approval with Conditions

"I move to approve the Zoning Ordinance, with the following conditions:" [list conditions]

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

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

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# QUESTIONS & DISCUSSION



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 13. **File #:** ORD 2024-023

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

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

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

**Ordinance Approving the Initial Zoning for 681.07 Acres of Land Owned by the Town of Castle Rock, Colorado, and Located in Section 16 and the North Half Of Section 21, Township 8 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado [Lost Canyon Ranch Annexation] (First Reading)**

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### **Executive Summary**

If Town Council approves the proposed Lost Canyon Ranch Annexation, Council is then asked to consider a Zoning Ordinance for the parcel of land (Attachment B). The Town of Castle Rock (Town), as property owner and applicant, has submitted an application proposing to annex and zone a Town-owned parcel of 681 acres, known as the Lost Canyon Ranch (Attachment A). The property is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court (Figure 1). This property is adjacent to the Town of Castle Rock's incorporated boundaries on the north and west side of the property and is eligible for annexation

The application being presented is to straight-zone this property as Public Land - 1 (PL-1). PL-1 is a public use district with permitted uses and development standards established in the Town's Municipal Code, Section 17.30.020. This zone district allows for active and developed parks, recreation facilities, restrooms, parking and drives. The majority of the parcel will remain as passive open space, with future trails and facilities, while some of the interior areas that are already developed will be more active with future park facilities that are yet to be planned.

**The Planning Commission considered the proposed Public Land -1 (PL-1) zoning at a public hearing held on Thursday, September 26th, 2024. Planning Commission voted 7-0 to recommend to Town Council approval of the Public Land -1 (PL-1) zoning for Lost Canyon Ranch.**

### **Budget Impact**

The proposed annexation and zoning will not generate impact fees. As the Town finalizes the Master Plan for this property, future budget considerations will be identified.



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**Item #: 13. File #: ORD 2024-023**

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### **Recommendation**

Planning Commission voted 7-0 to recommend to Town Council approval of the Lost Canyon Ranch zoning as Public Land - 1 (PL-1), as proposed.

### **Proposed Motion**

Town Council will consider the proposal in two separate Ordinances; one for annexation and one for zoning. If the annexation is not approved, no action is necessary on the zoning. The proposed motions on the zoning are as follows:

*"I move to approve the Zoning Ordinance, as introduced by title."*

### **Alternative Motions**

#### **Approval with Conditions**

*"I move to approve the Zoning Ordinance, with the following conditions:" [list conditions]*

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

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

### **Attachments**

Attachment A: Vicinity Map

Attachment B: Zoning Ordinance

Attachment C: Municipal Code Section 17.30.020: Public Land -1 (PL-1)

Attachment D: Public Input



**Meeting Date:** October 15, 2024

## **AGENDA MEMORANDUM**

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

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

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

**Title:** **Ordinance 2024 - \_\_\_\_: An Ordinance Approving the Initial Zoning for 681.07 Acres of Land Owned by the Town of Castle Rock, Colorado, and Located in Section 16 and the North Half Of Section 21, Township 8 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado [Lost Canyon Ranch Annexation] (First Reading)**

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### **Executive Summary**

If Town Council approves the proposed Lost Canyon Ranch Annexation, Council is then asked to consider a Zoning Ordinance for the parcel of land (Attachment B). The Town of Castle Rock (Town), as property owner and applicant, has submitted an application proposing to annex and zone a Town-owned parcel of 681 acres, known as the Lost Canyon Ranch (Attachment A). The property is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court (Figure 1). This property is adjacent to the Town of Castle Rock's incorporated boundaries on the north and west side of the property and is eligible for annexation.

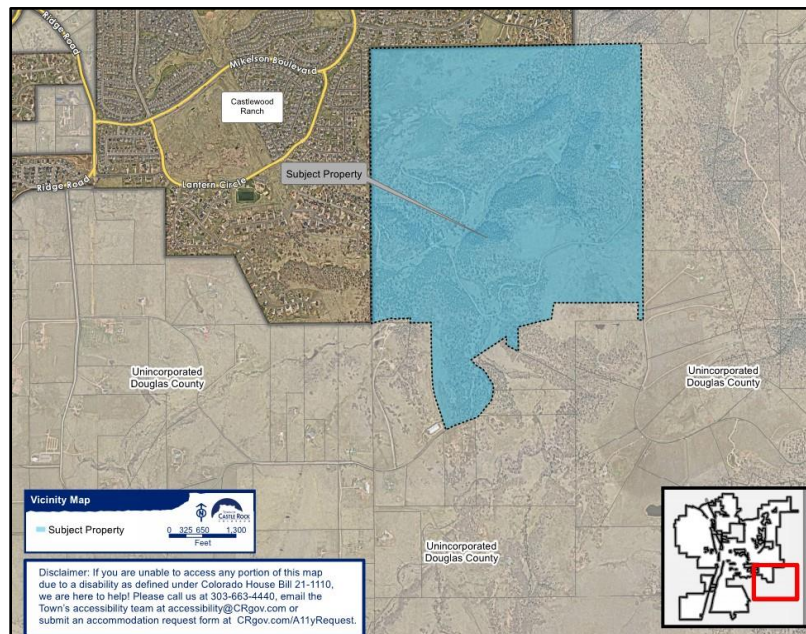


Figure 1: Vicinity Map

The application being presented is to straight-zone this property as Public Land – 1 (PL-1). PL-1 is a public use district with permitted uses and development standards established in the Town's Municipal Code, Section 17.30.020. This zone district allows for active and developed parks, recreation facilities, restrooms, parking and drives. The majority of the parcel will remain as passive open space, with future trails and facilities, while some of the interior areas that are already developed will be more active with future park facilities that are yet to be planned.

**The Planning Commission considered the proposed Public Land -1 (PL-1) zoning at a public hearing held on Thursday, September 26th, 2024. Planning Commission voted 7-0 to recommend to Town Council approval of the Public Land -1 (PL-1) zoning for Lost Canyon Ranch.**

### **Background**

The Town has been working to clean up jurisdictional boundaries within the Town on a parcel by parcel basis. There are numerous Town-owned parcels that are currently outside of the Town boundaries. The majority of these parcels are small in size. The Town is in the process of annexing the qualified parcels. Gateway Mesa Open Space was one of the first such Town-owned property to be annexed and zoned under this initiative. Gateway Mesa Open Space consists of approximately 199-acres, was annexed in 2020, and was zoned Public Land – 2 (PL-2).

The purpose of annexing Town-owned property is to allow for consistent application of the Town's zoning regulations and other Municipal Code provisions, as well as law enforcement and code compliance.

### **Discussion**

#### **The Property**

The parcel proposed for annexation is currently under the jurisdiction of Douglas County. The 681 acre property is generally located east of the intersection of Lost Canyon Ranch Road and Lost Canyon Ranch Court. This proposed annexation is part of a larger effort to incorporate eligible Town-owned property into the Town boundaries. This application is associated with the annexation of the Lost Canyon Ranch parcel. Per the Municipal Code, the annexation ordinance is only required to be heard by Town Council. Therefore, only the zoning application was heard by Planning Commission for recommendation to Town Council.

The annexation application is scheduled to be heard by Town Council for first reading on October 15, 2024. If the property is annexed, Planning Commission recommends zoning Lost Canyon Ranch as Public Land – 1 (PL-1) straight zoning, as established in the Municipal Code. Permitted uses include active and developed parks, recreation facilities, restrooms, parking and drives

#### **Use and Surrounding Zoning**

The subject parcel is being used as open space and is not open to the public at this time. The Town is working on a Master Plan for the property which will address future public access and

uses. The Town's responsibility for maintenance of the parcels will not change with annexation.

This parcel is currently zoned with Douglas County as A1-Agricultural One. The parcels adjacent to Lost Canyon Ranch to the north and west are currently zoned for residential within the Castlewood Ranch Planned Development.

### *Annexation and Zoning Proposal*

The Lost Canyon Ranch Annexation consists of a 681 acre parcel of land that is owned by the Town, but lies outside of the Town boundaries. Per the State Statutes, properties proposed for annexation must be contiguous with the municipal boundary for at least 1/6<sup>th</sup> of the property's perimeter. The Lost Canyon Ranch Annexation exceeds the minimum 1/6<sup>th</sup> requirement. Per the Colorado Municipal Annexation Act of 1965, the annexation of this property will be heard by Town Council.

The zoning proposed with the annexation is Public Land – 1 (PL-1), a straight zoned district that allows for active and developed parks, recreation facilities, restrooms, parking and drives.

### **Annexation and Zoning Analysis**

Staff has completed an analysis of the proposed annexation and PL-1 zoning. The remainder of this report focuses on how the annexations and zoning proposal complies with the State of Colorado statutory requirements, the goals and principles of the Town's 2030 Vision and Comprehensive Master Plan, and the criterion in the Town's Municipal Code.

### *Colorado Revised Statutes – Municipal Annexation Act of 1965 (Act)*

The Municipal Annexation Act provides that when the Town is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with Article II, Section 30(1)(c) of the Colorado Constitution and Sections 31-12-104(1)(a) and 31-12-105, C.R.S., the Town Council may, by ordinance, annex the area to the Town without notice and hearing as provided in Sections 31-12-108 and 31-12-109, C.R.S. Therefore, this parcel's annexation request was not considered by Planning Commission.

While the annexation of this parcel is solely an action at Town Council, as part of the Town's annexation process, initial Town zoning is also considered at the time of annexation. Planning Commission holds a public hearing to consider the proposed zoning, and makes a recommendation to Town Council. In a public hearing before Town Council, the Council determines whether the proposed annexation and zoning request complies with the Town's guiding documents and the Municipal Code, and if the property should be annexed and zoned into the Town.

Staff has completed an analysis of the proposed annexation and proposed PL-1 zoning. The remainder of this report focuses on how the annexation and zoning proposal complies with the State of Colorado statutory requirements, the goals and principles of the Town's 2023 Vision and Comprehensive Master Plan, and the criterion in the Town's Municipal Code.



## 2030 Vision and Comprehensive Master Plan

The principles set forth in the Town's Comprehensive Master Plan are based on four cornerstones identified through a Town-wide visioning effort as the characteristics most important to the community. The following is an analysis of the specific annexation principles found in the Responsible Growth section of the Comprehensive Master Plan.

- *RG-2.1a: Is a logical extension or infill of the Town boundaries*

The proposed annexation and zoning complies with this principle.

- *RG-2.1b: Has demonstrated a significant benefit to the Town.*

As previously discussed, annexing these parcels and zoning them within the Town will provide for consistent application of the Town's zoning regulations and other Municipal Code provisions, as well as law enforcement and code compliance.

- *2.1c: Will be provided with adequate urban services.*

Provision of urban services in terms of transportation and public safety will be clarified with this annexation.

- *2.1d: Is fiscally responsible.*

The Town is currently responsible for maintenance of Lost Canyon Ranch parcel. Annexation and zoning will not create additional financial obligations for the Town.

- *2.1e: Conveys to the Town all water right appurtenant to the ground at the time of annexation.*

The Town already owns the property and water rights not severed from the property.

- *2.1f: Secures renewable water to 100 percent of the expected development on the annexed area.*

This principle is not applicable, as no development requiring water resources exists on the property and none is proposed with the annexation and zoning.

## Zoning: Public Land District – (PL-1)

The current use of open space on the property will remain and likely be expanded as future trails are planned and constructed. The Town's Parks and Recreation Department are conducting a master planning effort on this site to identify the future planned uses, trail locations, parking, and what additional uses may be added in the already developed interior areas. While this parcel will primarily be passive open space, some more active uses in the location of the existing home on the property, such as a visitor center type use, may be proposed. The PL-1 zone district provides the most flexibility to the variety of recreational uses that may result from the master planning effort. The PL-1 straight zoned district is established

in the Town Municipal Code, Section 17.30.020 is a zoning that is applied to public lands, allowing active and developed parks, recreation facilities, restrooms, parking and drives. This is the most appropriate zoning classification for this parcel upon annexation.

## **Public Notification and Outreach**

### **Public Hearing Notice**

The public noticing requirements for this proposal have been satisfied. Public hearing notice signs were posted on the property on Tuesday, September 10, 2024. Written notice letters were sent to property owners within 500 feet of the property, at least 15 days prior to the Planning Commission public hearing. Town staff published notice of the public hearing on the Town's website and provided information about the proposal on the Town's Development Activity interactive map.

### **Neighborhood Meetings**

The Town held one neighborhood meeting. The second and third neighborhood meeting was waived by the Town Manager. The neighborhood meeting was held in a hybrid format. The first neighborhood meeting was held on July 29, 2024 for this property. 45 members of the public attended the meeting. The majority of the questions were related to future uses and activities on the property. The Town is working on a Master Plan for the property and will hold additional community meetings that will address the questions from the public.

### **External Referrals**

External referrals were sent to local service providers and Douglas County agencies, as well as the Colorado Department of Transportation (CDOT). Of the responding agencies, no substantive comments were received.

There are no unresolved external referral comments.

## **Budget Impact**

The proposed annexation and zoning will not generate impact fees. As the Town finalizes the Master Plan for this property, future budget considerations will be identified.

## **Findings**

All staff review comments and external referral comments have been addressed. The proposed zoning of Lost Canyon Ranch Town-owned parcel

- Complies with the requirements of the Colorado Revised Statutes, Municipal Annexation Act of 1965, and
- Advances the principles of the Town Vision and the Comprehensive Master Plan for Responsible Growth and Annexation.

## **Recommendation**

Planning Commission voted 7-0 to recommend to Town Council approval of the Lost Canyon Ranch zoning as Public Land – 1 (PL-1), as proposed.

## **Proposed Motions**

Town Council will consider the proposal in two separate Ordinances; one for annexation and one for zoning. If the annexation is not approved, no action is necessary on the zoning. The proposed motions on the zoning are as follows:

*“I move to approve the Zoning Ordinance, as introduced by title.”*

## **Alternative Motions**

### **Approval with Conditions**

*“I move to approve the Zoning Ordinance, with the following conditions:” [list conditions]*

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

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

## **Attachments**

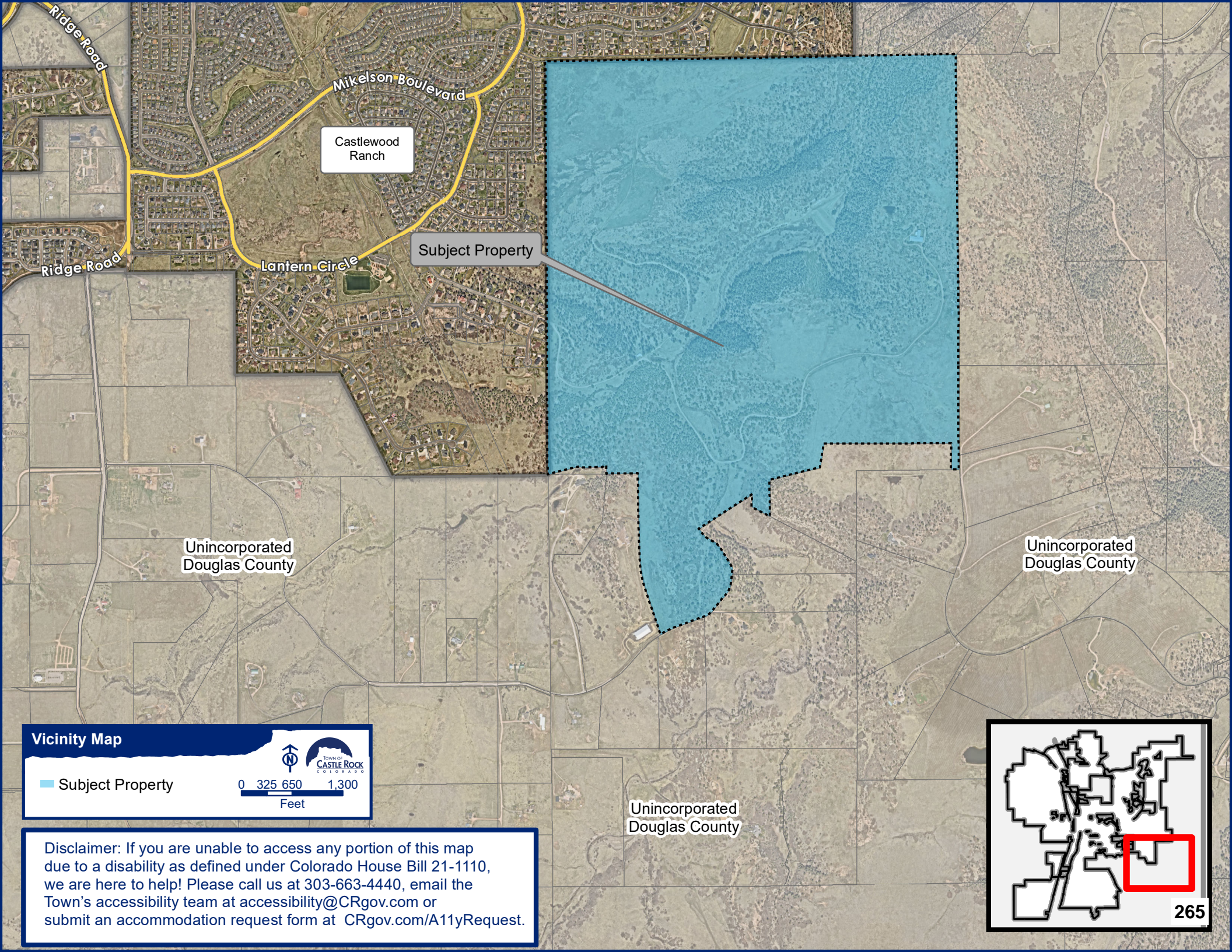
Attachment A: Vicinity Map

Attachment B: Zoning Ordinance

Attachment C: Municipal Code Section 17.30.020: Public Land –1 (PL-1)

Attachment D: Public Input





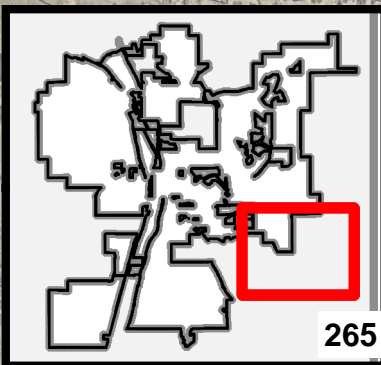
#### Vicinity Map



■ Subject Property

0 325 650 1,300  
Feet

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





**ORDINANCE NO. 2024-023**

**AN ORDINANCE APPROVING THE INITIAL ZONING FOR 681.07  
ACRES OF LAND OWNED BY THE TOWN OF CASTLE ROCK,  
COLORADO, AND LOCATED IN SECTION 16 AND THE NORTH HALF  
OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH  
PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO  
(Lost Canyon Ranch Initial Zoning)**

**WHEREAS**, the Town of Castle Rock, Colorado (the “Town”) is the sole owner of 681.07 acres of land in unincorporated Douglas County located at 6581 Lost Canyon Ranch Road to the south and east of the existing Castlewood Ranch development and west of Castlewood Canyon State Park, all as more particularly described on the Annexation Map attached as *Exhibit A* and legal description attached as *Exhibit B* (the “Property”); and

**WHEREAS**, pursuant to the Town’s request, the annexation of the Property was approved by the Town Council at tonight’s meeting; and

**WHEREAS**, Town staff has recommended that the Property be zoned as Public Land-1 pursuant to Section 17.30.020 of the Castle Rock Municipal Code (the “Code”), which zone district allows for active and developed parks, recreation facilities and related uses including, but not limited to, restrooms, parking and drives as permitted uses by right; and

**WHEREAS**, the primary use of the parcel will be passive open space, and will include trails and associated facilities to be constructed and/or installed by the Town in the near future; and

**WHEREAS**, according to Section 20.02.030 of the Code, the Town Council may evaluate the Town’s zoning application for the Property concurrently with the annexation request; and

**WHEREAS**, at its September 26, 2024 meeting, the Planning Commission reviewed the Town’s zoning application in a public hearing and voted unanimously to recommend its approval; and

**WHEREAS**, the Town Council has conducted the required public hearing on the initial zoning of the Property in accordance with the applicable provisions of the Code.

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

**Section 1. Findings.** Based upon the testimony and evidence presented at tonight’s hearing, pursuant to the requirements of Section 17.02.060.C. of the Code, the Town Council makes the following findings:

- A. The zoning of the Property is not subject to any existing land use intergovernmental agreements;

- B. The proposed zoning conforms to the most recently adopted versions of the Town's Vision and Comprehensive Master Plan. The Property is not located within the boundaries of any sub-area or corridor plan;
- C. The proposed zoning and use of the Property are compatible with existing and planned development on adjacent properties and in the surrounding area;
- D. The primary use of the Property as passive open space will have minimal impacts upon the natural environment, including air, water, noise, stormwater management, wildlife and vegetation;
- E. Because the primary use of the Property will be passive open space, the criteria set forth in Subsections 17.02.060.C.5 and C.6 of the Code regarding the orderly development and positive economic impact of the Property are not applicable.

**Section 2. Zoning Approval.** The Property is hereby zoned to Public Land-1 zoning. The Town's Zoning District Map will be amended to reflect the zoning classification of Public Land-1 for the Property.

**Section 3. 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 4. 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 relationship to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 15th day of October, 2024, 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 \_\_\_\_\_, 2024, by the Town Council of the Town of Castle Rock, Colorado by a vote of \_\_\_ for and \_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

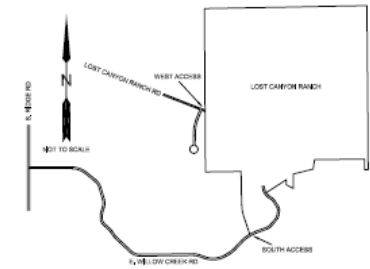
\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Tara Vargish, Development Services Director

**EXHIBIT A**

Annexation Map of Property  
(see attached)

**LOST CANYON ANNEXATION MAP**  
METES AND BOUNDS PARCEL OF LAND  
LOCATED IN SECTION 16 AND THE NORTH HALF OF SECTION 21, T 8 S, R 66 W OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO



**LEGAL DESCRIPTION (REC. NO. 2008072759 AND 2009072794)**

LOST CANYON RANCH  
A TRACT OF LAND SITUATED IN SECTION 16 AND IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 TO BEAR NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO:

THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 200.00 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST A DISTANCE OF 288.22 FEET TO THE NORTHEAST CORNER OF SECTION 16;

THENCE SOUTH 83 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 206.61 FEET TO THE NORTH 1/4 CORNER OF SECTION 16;

THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS WEST A DISTANCE OF 101.26 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 88 DEGREES 40 MINUTES 49 SECONDS WEST A DISTANCE OF 151.69 FEET TO THE NORTHWEST CORNER OF SECTION 16;

THENCE SOUTH 00 DEGREES 28 MINUTES 12 SECONDS WEST A DISTANCE OF 138.65 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 00 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 130.28 FEET TO THE WEST 1/4 CORNER OF SECTION 16;

THENCE SOUTH 00 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 130.67 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 00 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 130.67 FEET TO THE SOUTHWEST CORNER OF SECTION 16;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 170.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 87.28 FEET TO A POINT ON THE CENTER OF A ROADWAY EASEMENT KNOWN AS TOWNSHIP ROAD;

THENCE ALONG SAID CENTER OF ROADWAY EASEMENT FOR THE NEXT 120 COURSES;

1). THENCE SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST A DISTANCE OF 480.00 FEET TO A POINT OF CURVE;

2). THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 416.28 FEET, SAID CURVE HAS A RADIUS OF 1415.21 FEET AND A CENTRAL ANGLE OF 18 DEGREES 53 MINUTES 18 SECONDS TO A POINT OF TANGENCY;

3). THENCE SOUTH 18 DEGREES 04 MINUTES 18 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 80.00 FEET TO THE POINT ON THE CENTER LINE OF WILLOW CREEK ROAD;

THENCE ALONG THE CENTER LINE OF WILLOW CREEK ROAD FOR THE NEXT TWELVE (12) COURSES;

1). THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 190.00 FEET, SAID CURVE HAS A RADIUS OF 877.78 FEET AND A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 09 SECONDS WITH A CHORD THAT BEARS NORTH 84 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 190.00 FEET TO A POINT OF TANGENCY;

2). THENCE NORTH 70 DEGREES 22 MINUTES 34 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 400.00 FEET TO A POINT OF CURVE;

3). THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 87.28 FEET, SAID CURVE HAS A RADIUS OF 1415.21 FEET AND A CENTRAL ANGLE OF 28 DEGREES 14 MINUTES 14 SECONDS TO A POINT OF TANGENCY;

4). THENCE NORTH 40 DEGREES 37 MINUTES 37 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 30.00 FEET TO A POINT OF CURVE;

5). THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 126.55 FEET, SAID CURVE HAS A RADIUS OF 394.97 FEET AND A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 14 SECONDS TO A POINT OF TANGENCY;

6). THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 16.07 FEET TO A POINT OF CURVE;

7). THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 80.00 FEET, SAID CURVE HAS A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 38 DEGREES 58 MINUTES 00 SECONDS TO A POINT OF TANGENCY;

8). THENCE NORTH 31 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 20.00 FEET TO A POINT OF CURVE;

9). THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 117.50 FEET, SAID CURVE HAS A RADIUS OF 294.97 FEET AND A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 18 SECONDS TO A POINT OF TANGENCY;

10). THENCE NORTH 48 DEGREES 46 MINUTES 37 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 80.00 FEET TO A POINT OF CURVE;

11). THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 65.11 FEET, SAID CURVE HAS A RADIUS OF 176.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 31 SECONDS TO A POINT OF TANGENCY;

12). THENCE NORTH 37 DEGREES 34 MINUTES 18 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 15.07 FEET;

**LEGAL DESCRIPTION (CONTINUED)**

THENCE NORTH 57 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 81.37 FEET;

THENCE SOUTH 04 DEGREES 26 MINUTES 01 SECONDS WEST A DISTANCE OF 183.28 FEET;

THENCE SOUTH 81 DEGREES 48 MINUTES 34 SECONDS EAST A DISTANCE OF 267.34 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 470.00 FEET;

THENCE NORTH 78 DEGREES 01 MINUTES 46 SECONDS EAST A DISTANCE OF 80.00 FEET;

THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 30.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 181.65 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 46 SECONDS WEST A DISTANCE OF 344.26 FEET TO THE SOUTH LINE OF SECTION 16;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 132.01 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO HARRY CARL HYER, JR. IN COLORADO QUIT CLAIM DEED RECORDED DECEMBER 18, 2003 UNDER RECEPTION NO. 200302676A;

**BASE OF BEARINGS**

BASE OF BEARINGS (SHOWN IN RED) ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, BEING MONUMENTED AT THE SOUTHEAST CORNER WITH A 3/4" ALUMINUM CAP STAMPED PLUS 8888 AND AT THE EAST QUARTER WITH A 1/2" ALUMINUM CAP STAMPED PLUS 8888. BOTH CORNERS WERE OWNED BY THE SURVEYOR. SAID LINE BEARS 107°24'41" W, A DISTANCE OF 288.32 FEET PER COLORADO STATE PLANE COORDINATES.

**NOTE**

THE BASE OF THIS ANNEXATION MAP WAS PREPARED FROM THE RECORDED ALTA FIDELIS LAND TITLE SURVEY DATED 03/01/2004 BY PLUS 8888 REC. NO. 10000216.  
THE LEGAL DESCRIPTION IS DEPICTED ON THE MAP WITH BEARINGS AND DISTANCES IN 1000G.  
THE SURVEY DIMENSIONS ARE DEPICTED ON THE MAP WITH LARGER BEARINGS AND DISTANCES.

**SURVEYOR'S CERTIFICATE**

I, WILLIAM G. BLUNTROCK, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, CERTIFY FOR AND ON BEHALF OF TRUE NORTH SURVEYING AND MAPPING, LLC, THAT MORE THAN ONE (BOTH ONE) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF CASTLE ROCK, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION IS IN ACCORDANCE WITH THE COLORADO STATE STATUTES AND THE TOWN OF CASTLE ROCK, COLORADO CHARTER PERTAINING THERETO.

**DRAFT R1**

WILLIAM G. BLUNTROCK, PLS. SEER DATE

**GENERAL NOTES**

1. NOTICE - 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 BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DETRAYS ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMPLETS A CLASS TWO (2) MISDEMEANOR PUNISHABLE TO STATE STATUTE THIRTEEN (13) C.F.R.
3. ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET. BEARINGS ARE SHOWN AS DEGREES, MINUTES AND SECONDS.
4. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS IN THE RECORDS OF THE COUNTY OF DOUGLAS, COLORADO.
5. EASEMENTS ARE NOT SHOWN.
6. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

**TOWN OF CASTLE ROCK OWNERSHIP**

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

TOWN OF CASTLE ROCK, A MUNICIPAL CORPORATION

BY \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_

TOWN CLERK

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

**NOTARY PUBLIC**

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

BY \_\_\_\_\_ AS MAYOR AND

BY \_\_\_\_\_ AS TOWN CLERK,

WITNESS MY HAND AND OFFICIAL SEAL.

**NOTARY PUBLIC**

MY COMMISSION EXPIRES: \_\_\_\_\_

**TOWN COUNCIL APPROVAL**

THIS LOST CANYON ANNEXATION MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

MAYOR DATE

ATTEST: \_\_\_\_\_

TOWN CLERK DATE

PROJECT NUMBER IS  
ARX24-0009



SHEET NUMBER  
**1 OF 2**

**CONTIGUITY ANNEXATION LEGEND**

- THIS HATCH INDICATES THE RELEASE AT CASTLE ROCK ANNEXATION NUMBER 04 TO THE TOWN OF CASTLE ROCK AS RECORDED UNDER RECEPTION NO. 275986 DATED ABOUT 11, 1991. COMPLETS 1.38320000 FEET AND WAS SURVEYED PER SURVEY 200411 FEET.
- THIS HATCH INDICATES THE RELEASE AT CASTLE ROCK ANNEXATION NUMBER 04 TO THE TOWN OF CASTLE ROCK AS RECORDED UNDER RECEPTION NO. 275986 DATED ABOUT 11, 1991. COMPLETS 1.38320000 FEET AND WAS SURVEYED PER SURVEY 200411 FEET.

**CONTIGUITY**

TOTAL PERIMETER 26,713.00 FEET (PER ALTA FIDELIS LAND TITLE SURVEY)  
1/8 TOTAL PERIMETER 4,281.13 FEET (PER ALTA FIDELIS LAND TITLE SURVEY)  
CONTIGUOUS PERIMETER 653.28 FEET (PER EXISTING ANNEXATION MAPS)  
PERCENT CONTIGUITY 35.45%  
TOTAL AREA 88.47 ACRES (PER ALTA FIDELIS LAND TITLE SURVEY)

**CONTACT LIST**

OWNER: TOWN OF CASTLE ROCK  
100 WILLOW STREET  
CASTLE ROCK, CO 81704  
SURVEYOR: TRUE NORTH SURVEYING AND MAPPING, LLC  
WILLIAM G. BLUNTROCK, PLS.  
1000 HILLMAN ROAD  
LITTLETON, CO 80120  
88.11@TRUENORTH-SURVEY.COM

Horizontal Scale	1" = 400'	Product No.	TS-24013
Vertical Scale	N/A	Date	08/02/2004
Field Order	N/A	Field Date	N/A
		Drawn By	BB
		Approved By	BB

REV	DATE	DESCRIPTION
1	08/02/04	TOWN COMMENTS



Our Head Office is in 2004  
9223 Midway Road, Suite 100  
Phone 303-484-0883 Fax 303-484-1034  
www.truenorthsurveying.com





## **EXHIBIT B**

### **Legal Description of Property**

A TRACT OF LAND SITUATED IN SECTION 16 AND IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 TO BEAR NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 2664.39 FEET

THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST A DISTANCE OF 2665.22 FEET TO THE NORTHEAST CORNER OF SECTION 16;

THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST A DISTANCE OF 2636.41 FEET TO THE NORTH 1/4 CORNER OF SECTION 16;

THENCE SOUTH 89 DEGREES 42 MINUTES 05 SECONDS WEST A DISTANCE OF 1317.65 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST A DISTANCE OF 1317.56 FEET TO THE NORTHWEST CORNER OF SECTION 16;

THENCE SOUTH 00 DEGREES 28 MINUTES 12 SECONDS WEST A DISTANCE OF 1324.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 00 DEGREES 24 MINUTES 48 SECONDS WEST A DISTANCE OF 1325.28 FEET TO THE WEST 1/4 CORNER OF SECTION 16;

THENCE SOUTH 00 DEGREES 26 MINUTES 08 SECONDS WEST A DISTANCE OF 1325.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16;

THENCE SOUTH 00 DEGREES 26 MINUTES 06 SECONDS WEST A DISTANCE OF 1325.47 FEET TO THE SOUTHWEST CORNER OF SECTION 16;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 1157.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 631.25 FEET TO A POINT ON THE CENTER OF A ROADWAY EASEMENT KNOWN AS TONTO RIM ROAD;

THENCE ALONG SAID CENTER OF ROADWAY EASEMENT FOR THE NEXT (3) COURSES:

1. THENCE SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST A DISTANCE OF 460.00 FEET TO A POINT OF CURVE;

2. THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 416.26 FEET, SAID CURVE HAS A RADIUS OF 1412.21 FEET AND A CENTRAL ANGLE OF 16 DEGREES 53 MINUTES 18 SECONDS TO A POINT OF TANGENT;

3. THENCE SOUTH 18 DEGREES 04 MINUTES 59 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 600.00 FEET TO THE POINT ON THE CENTER LINE OF WILLOW CREEK ROAD;

THENCE ALONG THE CENTERLINE OF WILLOW CREEK ROAD FOR THE NEXT TWELVE (12) COURSES:

1. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 199.30 FEET, SAID CURVE HAS A RADIUS OF 977.18 FEET AND A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 09 SECONDS WITH A CHORD THAT BEARS NORTH 64 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 198.96 FEET TO A POINT OF TANGENT;

2. THENCE NORTH 70 DEGREES 22 MINUTES 24 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 422.74 FEET TO A POINT OF CURVE;

3. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 97.65 FEET, SAID CURVE HAS A RADIUS OF 188.12 FEET AND A CENTRAL ANGLE OF 29 DEGREES 44 MINUTES 29 SECONDS TO A POINT OF TANGENT;

4. THENCE NORTH 40 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 303.57 FEET TO A POINT OF CURVE;

5. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 126.55 FEET, SAID CURVE HAS A RADIUS OF 224.92 FEET AND A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 14 SECONDS TO A POINT OF TANGENT.

6. THENCE NORTH 08 DEGREES 23 MINUTES 40 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 168.27 FEET TO A POINT OF CURVE;

7. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 95.92 FEET, SAID CURVE HAS A RADIUS OF 137.68 FEET AND A CENTRAL ANGLE OF 39 DEGREES 55 MINUTES 02 SECONDS TO A POINT OF TANGENT;

8. THENCE NORTH 31 DEGREES 31 MINUTES 20 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 250.00 FEET TO A POINT OF CURVE;

9. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 117.53 FEET, SAID CURVE HAS A RADIUS OF 236.93 FEET AND A CENTRAL ANGLE OF 28 DEGREES 25 MINUTES 18 SECONDS TO A POINT OF TANGENT;

10. THENCE NORTH 59 DEGREES 56 MINUTES 37 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 90.00 FEET TO A POINT OF CURVE;

11. THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 69.11 FEET, SAID CURVE HAS A RADIUS OF 176.99 FEET A AND A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 21 SECONDS TO A POINT OF TANGENT;

12. THENCE NORTH 37 DEGREES 34 MINUTES 19 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 100.01 FEET;

THENCE NORTH 57 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 818.37 FEET;

THENCE SOUTH 04 DEGREES 29 MINUTES 01 SECONDS WEST A DISTANCE OF 163.98 FEET;

THENCE SOUTH 61 DEGREES 46 MINUTES 34 SECONDS EAST A DISTANCE OF 267.34 FEET;



THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 470.00 FEET;

THENCE NORTH 76 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 666.95 FEET;

THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 308.01 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1615.65 FEET

THENCE SOUTH 00 DEGREES 18 MINUTES 56 SECONDS WEST A DISTANCE OF 348.50 FEET TO THE SOUTH LINE OF SECTION 16;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.01 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO HARRY CARL RYBERG JR IN COLORADO QUITCLAIM DEED RECORDED DECEMBER 19, 2023 UNDER RECEPTION NO. **2023052758**.

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### **17.30.020 PL-1 District.**

- A. Permitted Uses. Uses permitted by right in the PL-1 District are:
1. Active and developed parks, recreation center and facilities and related uses including, but not limited to, restrooms, parking and drives, information kiosks and maintenance and storage buildings;
  2. Facilities for cultural/art uses, community events and other civic uses;
  3. All municipal and/or quasi-municipal facilities or utilities;
  4. Educational facilities; and
  5. Public improvements and public right-of-way.
- B. Development Standards. Development standards for the PL-1 District are as follows:
1. Maximum Height: Fifty (50) feet;
  2. Minimum Front Yard Setback: A minimum of fifteen (15) feet from the property line; twenty-five (25) feet if abutting an arterial street. However, for property within the Downtown Overlay District (see Chapter 17.42), setbacks shall be governed exclusively by the standards set forth in Section 17.42.060.
- C. Use by Special Review. Applications for use by special review shall be evaluated under Section 17.39.010 of the Code, provided that Section 17.38.040 shall have no application. Uses permitted by special review in the PL-1 District are as follows:
1. Buildings, structures or other permanent improvements privately owned and operated, which must be open for public use;
  2. Special district buildings and structures (C.R.S. Title 32); and
  3. Any building or structure more than fifty (50) feet in height, but not to exceed seventy-five (75) feet in height.

(Ord. No. 2023-007, § 14, 4-4-2023; Ord. No. 2019-028, § 2, 9-17-2019)

# Public Comment

**From:** [Gay Covell](#)  
**To:** [Matt Roth](#)  
**Cc:** [BrieAnna Simon](#)  
**Subject:** Lost Canyon Ranch neighborhood meeting  
**Date:** Tuesday, July 30, 2024 10:14:54 AM

---

Hello Matt:

My husband and I live on the corner of [REDACTED] and we appreciated the opportunity to attend the Lost Canyon Ranch neighborhood meeting last night.

Our main concern about the planned Lost Canyon Ranch Park is the large increase in traffic on our no outlet street affecting our neighborhoods peace and quiet and safety.

We hope that an additional entrance would be considered in the plans to offset the many cars that will be entering the park through our neighborhood.

Thank you for your time.

Gay Covell

[REDACTED]

Gay Covell [REDACTED] Sent from Gmail Mobile





# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 14. **File #:** RES 2024-104

---

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

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

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

**Resolution Approving the Proposed 2025 Fiscal Year Operating Plan and Budget for the Miller's Landing Business Improvement District**

---

### Executive Summary

Each year per 31-25-1211, C.R.S., business improvement districts shall file an operating plan and its proposed budget for the next fiscal year with the clerk of the municipality no later than September 30 of each year. The municipality shall approve or disapprove the operating plan and budget within thirty days after receipt, but no later than December 5.

In 2017, the Town approved a planned development and URA plan for Millers Landing revenue share back for 100% property tax and 60% sales tax in exchange for a first class hotel, mixed use office and retail and provide remediation of a 1970's land fill. The land fill has been remediated and no additional improvements have been implemented to date.

The Resolution (**Attachment A**) to approve the Miller's Landing Business Improvement District 2024 Operating Plan and Budget (**Attachment B**)

### 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)."*

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**Item #: 14. File #: RES 2024-104**

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**Attachments**

Attachment A: Resolution

Attachment B: Operating Plan and Proposed Budget

**RESOLUTION NO. 2024-104**

**A RESOLUTION APPROVING THE PROPOSED 2025 FISCAL YEAR  
OPERATING PLAN AND BUDGET FOR THE MILLER’S LANDING  
BUSINESS IMPROVEMENT DISTRICT**

**WHEREAS**, by Ordinance No. 2016-027, the Town Council of the Town of Castle Rock, Colorado (the “Town”) approved the creation of the Miller’s Landing Business Improvement District (the “District”); and

**WHEREAS**, the District serves the 64-acre parcel currently proposed for commercial mixed-use development known as Miller’s Landing (the “Project”); and

**WHEREAS**, the Town, Citadel Development, LLC, the District, and the Castle Rock Urban Renewal Authority entered into a Public Finance Agreement (“PFA”), which addresses the development and financing of public improvements for the Project, as well as the role of the District in such development and financing; and

**WHEREAS**, pursuant to Section 31-25-1211, C.R.S., Town Council must approve the District’s annual operating plan and budget, which shall identify the services or improvements to be provided by the District, the taxes, fees, or assessments to be imposed by the District, and the estimated principal amounts of bonds to be issued by the District; and

**WHEREAS**, Town staff has conducted an administrative review of the District’s proposed operating plan and budget for fiscal year 2025 (the “2025 Operating Plan and Budget”) in accordance with the PFA and Town policies and has recommended that it be approved.

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

**Section 1.**     **Approval.** The 2025 Operating Plan and Budget is hereby approved in the form presented at tonight’s meeting.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Trish Muller, CPA, Finance Director

2025 OPERATING PLAN AND BUDGET

# **MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT**

Town of Castle Rock, Douglas County, Colorado



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EXHIBIT A: Director Contact Information

EXHIBIT B: District Budget

EXHIBIT C: District Boundary Legal Description

EXHIBIT D: District Boundary Map

2025  
OPERATING PLAN FOR MILLER’S LANDING BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

*A. Requirements for this Operating Plan*

The Business Improvement District Act, section 31-25-1201, *et seq.*, C.R.S., as amended (the “Act”), and specifically section 31-25-1211, requires that Miller’s Landing Business Improvement District (the “District”) file an operating plan and proposed budget with the Town Clerk of the Town of Castle Rock (the “Town”) no later than September 30 of each year. This is the District’s operating plan and proposed budget for 2025 (the “Operating Plan”).

Under the Act, the Town is to annually approve an operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Act, as further described and limited by this Operating Plan.

*B. What Must Be Included in the Operating Plan*

Pursuant to the provisions of the Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the Town may require.

*C. Purposes*

The ongoing and/or contemplated purposes of the District for 2025 include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts to support the development of a mixed-use commercial project which is anticipated to include office, retail, restaurant, bar, hospitality, and accessory uses within the District’s boundaries. A further goal of the Operating Plan is to align with the Town of Castle Rock’s Citadel Station – Castle Meadows Urban Renewal Plan, which was established to reduce, eliminate and prevent the spread of blight within the Citadel Station – Castle Meadows Area (collectively, the “Project”).

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

*A. Organization*

The District was organized by the Town by Ordinance No. 2016-027, adopted September 20, 2016.

### *B. Governance*

The District is governed by an appointed board of directors (the “Board of Directors”).

### *C. Board*

The Board of Directors is comprised of five electors of the District who are appointed by the Town Council to serve at the pleasure of the Town Council. The following Directors have been appointed by the Town Council and are currently serving as the Board of Directors:

1. Mitch Black (President)
2. Blake Calvert (Secretary)
3. Jill Grabill (Treasurer)
4. Vacant due to recent resignation
5. Vacant due to recent resignation

Director and other pertinent contact information is provided in Exhibit A.

## **3. AREA BOUNDARIES**

A legal description of the territory within the boundaries of the District is provided in Exhibit C, and a map depicting the District’s boundaries is provided in Exhibit D (the “Property”).

## **4. PUBLIC IMPROVEMENTS**

### *A. Improvements and Services*

The District is empowered to provide the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts, including “Improvements” as that term is defined in section 31-25-1203(5), C.R.S., services as described in section 31-25-1212(1)(f), and other powers granted to such districts under section 31-25-1212.

All improvements furnished by the District shall be public improvements that will be owned or leased by the Town, the District, the Castle Rock Urban Renewal Authority (“URA”), Douglas County or the State of Colorado.

All improvements furnished by the District shall be located on land that is or will be owned in fee or by an easement, or leased by the District, the Town, the URA, Douglas County or the State of Colorado.

It is anticipated that in 2025 the District will continue the planning, design, construction and/or work on the following general preconstruction and construction activities, improvements and services for the Project:

- a) preconstruction design and engineering;
- b) grading and retaining walls;
- c) water and sanitary sewer improvements;
- d) storm water improvements; and
- e) street improvements.

## 5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

### A. 2016, 2017 and 2018 Elections

The District held an election on November 8, 2016, for the purpose of authorizing District debt and financial powers for all authorized uses of the District per the Act. It is anticipated the District will construct, own, and maintain public conference/meeting facilities. The District held an election on November 7, 2017, for the sole purpose of authorizing District debt for the proposed public conference/meeting facilities. The District's legal counsel recommended additional ballot questions be voted on in November 2018 in order to more specifically authorize debt for the proposed landfill remediation and for the provision of dry utilities, as well as to authorize the District to mortgage district property, all in accordance with the purposes and powers of the District. The proposed ballot questions will not increase the District's overall debt limit or debt authorization pursuant to this Operating Plan.

### B. Public Improvement Fee

As required by the Public Finance Agreement (as defined and described in Section 6.E. below) the owner of the Property will impose a Public Improvement Fee ("PIF") on all sales and lodging rentals within the District for the benefit of the District. The purpose of the PIF will be to retire the indebtedness of the District as required by the Public Finance Agreement.

The following PIF covenants were recorded against the property within the boundaries of the District in 2018:

Declaration of Covenants Imposing and Implementing the Miller's Landing Credit Public Improvement Fee, recorded August 28, 2018, in the public records of the Douglas County Clerk and Recorder at Reception No. 2018052650.

Declaration of Covenants Imposing and Implementing the Miller's Landing Add-On Public Improvement Fee, recorded August 28, 2018, in the public records of the Douglas County Clerk and Recorder at Reception No. 2018052649.

### C. Administration

The District is not expected to have employees and all administrative functions are expected to be furnished by contract with private entities.



#### *D. Marketing*

The District will undertake promotional and marketing activities in support of District activities, business recruitment, management and development of the Project consistent with the Section 31-25-1212, C.R.S.

### **6. FINANCIAL PLAN AND BUDGET**

#### *A. 2025 Budget*

The proposed 2025 Budget for the District is attached as Exhibit B.

#### *B. Authorized Indebtedness*

Subject to the approval by the Town of a Plan of Finance required under the Public Finance Agreement, the principal amount of debt authority authorized by this Operating Plan is that amount that will be sufficient to yield, after costs of issuance, \$65,000,000 of bond or other debt proceeds to the District for public improvement acquisition and construction purposes, including survey, design, planning, engineering, land acquisition, completion, construction, acquisition and/or installations of the proposed public improvements, plus construction contingencies, design and construction engineering, construction management and other capitalized costs ("Capital Costs"). Bond or other debt proceeds may also cover costs and expenses for financing the facilities, including, but not limited to, capitalized interest, bond issuance costs, bond reserve funds, credit enhancement costs, and District organizational costs.

The District is authorized to issue all, none or some of the bonds or other debt associated with the Project upon compliance with the applicable conditions in the Public Finance Agreement (see Section 6.E. below).

Consistent with the provisions of the Public Finance Agreement and the District's 2018 Operating Plan, on September 12, 2018, the District issued Series 2018A Revenue Bonds (Tax-Exempt) in the amount of \$8,065,000 and Series 2018B Revenue Bonds (Taxable) in the amount of \$13,185,000. The proceeds of these bond issues will be utilized consistent with the provisions of the District's Operating Plan(s).

#### *C. Property Tax and Debt Service Mill Levy Cap*

The District is authorized to levy a mill levy and to impose, collect and spend rates, tolls, charges, special assessments, and any and all fees and revenue from other sources available to the District pursuant to the Act. The District shall not impose a mill levy in excess of 50 mills for the purposes of debt service without Town approval.

The cost of the District's operations, maintenance and administrative costs shall be paid through a variety of revenue sources, including ad valorem taxes and fees, rates, tolls and charges as deemed necessary, prudent and appropriate in the estimation of the Board of Directors.

#### *D. District Revenues*

See proposed 2025 Budget attached hereto as Exhibit B.

#### *E. Public Finance Agreement*

The District entered into a Public Finance Agreement (the “PFA”) by and among the District, the Town, the URA and Citadel Development, the project developer, in order to generally allow the District to: (1) collect (or receive from the URA) all of the District’s incremental property tax, (2) impose a property tax mill levy of not less than 50 mills within the District, and (3) issue Bonds to finance the remediation of the landfill and develop public improvements for the Project.

In addition to the limitations of the Act and those provided in this Operating Plan, the District shall undertake the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements for the Project only in accordance with the terms and conditions of the PFA, the provisions of which is incorporated by reference herein. This Operating Plan shall not be construed as having or have the effect of amending the Public Finance Agreement. In the event of any conflict between this Operating Plan and the PFA, the PFA shall govern and control.

There have been various discussions about potentially amending the PFA. In the event the PFA is amended, the District shall be authorized to undertake and carry out any activities, including but not limited to the issuance of debt, consistent with the provisions of such PFA, as amended, without the need for an amendment to this Operating Plan.

### **7. DISSOLUTION**

The District may be dissolved under the conditions of section 31-25-1225, C.R.S.

### **8. CONCLUSION**

This Operating Plan meets the requirements of the Act and further meets applicable requirements of the Colorado constitution and other law. The types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

**EXHIBIT A**  
**Director and Other Contact Information**

**BOARD OF DIRECTORS:**

Mitch Black  
Email: mblack@norris-design.com

Blake Calvert  
Email: calvert@corecivil.com

Jill Grabill  
Email: jgrabill@crown-chicago.com

**DISTRICT LEGAL COUNSEL:**

Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
Tom George  
Phone: 303-839-3800  
Email: tgeorge@spencferfane.com

**EXHIBIT B**  
**District Budget 2025**



**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2025**

**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT  
SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/16/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 2,496,850	\$ 2,247,140	\$ 2,184,430	\$ 2,184,430	\$ 2,396,021
REVENUES					
Property taxes	22,332	24,667	25,525	25,525	24,668
Specific ownership taxes	11,480	2,220	5,066	5,722	2,220
URA Increment	209,873	101,780	-	101,780	101,780
Interest Income	99,670	100,000	57,481	105,000	100,000
Developer advance	5,521,278	26,798,153	714,905	2,066,396	26,400,000
Total revenues	5,864,633	27,026,820	802,977	2,304,423	26,628,668
Total funds available	8,361,483	29,273,960	2,987,407	4,488,853	29,024,689
EXPENDITURES					
General Fund	45,514	170,000	7,453	115,086	114,501
Debt Service Fund	1,839,279	1,872,339	747,869	1,856,450	1,855,608
Capital Projects Fund	4,292,260	25,000,000	121,296	121,296	25,000,000
Total expenditures	6,177,053	27,042,339	876,618	2,092,832	26,970,109
Total expenditures and transfers out requiring appropriation	6,177,053	27,042,339	876,618	2,092,832	26,970,109
ENDING FUND BALANCES	\$ 2,184,430	\$ 2,231,621	\$ 2,110,789	\$ 2,396,021	\$ 2,054,580
EMERGENCY RESERVE	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
AVAILABLE FOR OPERATIONS	24,652	4,523	29,685	10,320	300
DEBT SERVICE RESERVE 1	688,424	688,424	688,424	688,424	688,424
DEBT SERVICE RESERVE 2	1,328,581	1,328,581	1,328,581	1,328,581	1,328,581
TOTAL RESERVE	\$ 2,041,857	\$ 2,021,728	\$ 2,046,890	\$ 2,027,525	\$ 2,017,505

**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2025 BUDGET**  
**WITH 2023 ACTUAL AND 2024 ESTIMATED**  
**For the Years Ended and Ending December 31,**

9/16/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
<b>ASSESSED VALUATION</b>					
Vacant land	\$ 2,063,240	\$ 2,282,980	\$ 2,282,980	\$ 2,282,980	\$ 2,283,180
	2,063,240	2,282,980	2,282,980	2,282,980	2,283,180
Adjustments	(1,691,698)	(1,871,868)	(1,871,868)	(1,871,868)	(1,872,032)
Certified Assessed Value	\$ 371,542	\$ 411,112	\$ 411,112	\$ 411,112	\$ 411,148
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.000
Debt Service	50.000	50.000	50.000	50.000	50.000
Total mill levy	60.000	60.000	60.000	60.000	60.000
<b>PROPERTY TAXES</b>					
General	\$ 3,722	\$ 4,111	\$ 4,111	\$ 4,111	\$ 4,111
Debt Service	18,610	20,556	20,556	20,556	20,557
Levied property taxes	22,332	24,667	24,667	24,667	24,668
Adjustments to actuals	-	-	858	858	-
Budgeted property taxes	\$ 22,332	\$ 24,667	\$ 25,525	\$ 25,525	\$ 24,668
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 3,722	\$ 4,111	\$ 4,254	\$ 4,254	\$ 4,111
Debt Service	18,610	20,556	21,271	21,271	20,557
	\$ 22,332	\$ 24,667	\$ 25,525	\$ 25,525	\$ 24,668

**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/16/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 19,308	\$ 20,242	\$ 24,852	\$ 24,852	\$ 10,520
REVENUES					
Property taxes	3,722	4,111	4,254	4,254	4,111
Specific ownership taxes	1,913	370	844	1,500	370
Developer advance	45,423	150,000	7,388	95,000	100,000
Total revenues	51,058	154,481	12,486	100,754	104,481
Total funds available	70,366	174,723	37,338	125,606	115,001
EXPENDITURES					
General and administrative					
Accounting	6,985	18,000	3,030	19,000	19,950
Auditing	6,700	6,000	-	7,000	7,000
County Treasurer's Fee	56	62	64	86	62
Dues and Membership	1,688	-	1,238	2,000	2,500
Insurance	4,519	10,000	-	10,000	8,000
Business promotion	6,003	50,000	-	25,000	25,000
District promotion	5,758	20,000	-	10,000	10,000
Operational support	6,511	25,000	324	13,000	15,000
Legal	7,259	30,000	2,797	15,000	15,000
Banking fees	35	-	-	-	-
Contingency	-	10,938	-	14,000	11,989
Total expenditures	45,514	170,000	7,453	115,086	114,501
ENDING FUND BALANCES	\$ 24,852	\$ 4,723	\$ 29,885	\$ 10,520	\$ 500
EMERGENCY RESERVE	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
AVAILABLE FOR OPERATIONS	24,652	4,523	29,685	10,320	300
TOTAL RESERVE	\$ 24,852	\$ 4,723	\$ 29,885	\$ 10,520	\$ 500



**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT**  
**DEBT SERVICE FUND**  
**2025 BUDGET**  
**WITH 2023 ACTUAL AND 2024 ESTIMATED**  
**For the Years Ended and Ending December 31,**

9/17/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 2,227,453	\$ 2,226,898	\$ 2,159,578	\$ 2,159,578	\$ 2,385,501
REVENUES					
Property taxes	18,610	20,556	21,271	21,271	20,557
Specific ownership taxes	9,567	1,850	4,222	4,222	1,850
URA Increment	209,873	101,780	-	101,780	101,780
Interest Income	98,653	100,000	57,481	105,000	100,000
Developer advance	1,434,701	1,648,153	586,221	1,850,100	1,300,000
Total revenues	1,771,404	1,872,339	669,195	2,082,373	1,524,187
Total funds available	3,998,857	4,099,237	2,828,773	4,241,951	3,909,688
EXPENDITURES					
General and administrative					
County Treasurer's Fee	279	308	319	350	308
Paying agent fees	6,000	4,000	-	6,000	6,000
Contingency	-	17,931	-	-	-
Debt Service					
Bond Interest - Series 2018A	477,600	470,700	235,350	470,700	462,900
Bond Interest - Series 2018B	1,040,400	1,024,400	512,200	1,024,400	1,006,400
Bond Principal - Series 2018A	115,000	130,000	-	130,000	140,000
Bond Principal - Series 2018B	200,000	225,000	-	225,000	240,000
Total expenditures	1,839,279	1,872,339	747,869	1,856,450	1,855,608
ENDING FUND BALANCES	\$ 2,159,578	\$ 2,226,898	\$ 2,080,904	\$ 2,385,501	\$ 2,054,080
DEBT SERVICE RESERVE 1	\$ 688,424	\$ 688,424	\$ 688,424	\$ 688,424	\$ 688,424
DEBT SERVICE RESERVE 2	1,328,581	1,328,581	1,328,581	1,328,581	1,328,581
TOTAL RESERVE	\$ 2,017,005	\$ 2,017,005	\$ 2,017,005	\$ 2,017,005	\$ 2,017,005

**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT  
CAPITAL PROJECTS FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/16/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 250,089	\$ -	\$ -	\$ -	\$ -
REVENUES					
Interest Income	1,017	-	-	-	-
Developer advance	4,041,154	25,000,000	121,296	121,296	25,000,000
Total revenues	<u>4,042,171</u>	<u>25,000,000</u>	<u>121,296</u>	<u>121,296</u>	<u>25,000,000</u>
Total funds available	<u>4,292,260</u>	<u>25,000,000</u>	<u>121,296</u>	<u>121,296</u>	<u>25,000,000</u>
EXPENDITURES					
Capital Projects					
Repay developer advance	251,106	-	-	-	-
Capital outlay	4,041,154	25,000,000	121,296	121,296	25,000,000
Total expenditures	<u>4,292,260</u>	<u>25,000,000</u>	<u>121,296</u>	<u>121,296</u>	<u>25,000,000</u>
Total expenditures and transfers out requiring appropriation	<u>4,292,260</u>	<u>25,000,000</u>	<u>121,296</u>	<u>121,296</u>	<u>25,000,000</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Miller's Landing Business Improvement District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado. The District was organized and is governed according to the provisions of the Colorado Business Improvement Act (C.R.S. 31-25 part 12). The District's service area is located in Castle Rock, Colorado.

The District was established for the purpose of maintaining public improvements and planning developmental activities; promotion and marketing of District activity; organization, promotion, marketing, and management of public events; activities supporting business recruitment, management, and development; security for businesses and public areas located within the District; snow removal and refuse collection; and providing design assistance.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the mill levy adopted by the District.

For property tax collection year 2025, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

<b>Category</b>	<b>Rate</b>		<b>Category</b>	<b>Rate</b>		<b>Actual Value Reduction</b>	<b>Amount</b>
Single-Family Residential	6.70%		Agricultural Land	26.40%		Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%		Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%		Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%		Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%		Lodging	\$30,000
			Oil & Gas Production	87.50%			

PRELIMINARY DRAFT – SUBJECT TO REVISION

**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 9.0% of the property taxes collected.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5%.

**Developer Advances**

The Developer has agreed to advance funds for operating and capital activities. The Developer has also made advances to the District to backstop principal and interest payments on the District's outstanding debt.

**Expenditures**

**Administration**

These are administrative expenditures which include the estimated services necessary to maintain the District's administrative viability such as legal, and accounting.

**Business Promotion**

These expenditures include the estimated services necessary to promote the District. This includes advertising, community and tourism outreach programs, special events, and salaries of marketing personnel.

**Operations**

Operation expenditures include the estimated services necessary to maintain the District's grounds and to promote a safe environment, and salaries of operations personnel. It also includes budgeted amounts for long-term infrastructure improvements and reserve funds to cover future replacement costs on its current assets.

**Debt and Leases**

**\$8,065,000 Revenue Bonds, Series 2018A (Tax-Exempt)**

On September 13, 2018, the District issued \$8,065,000 in tax-exempt Revenue Bonds, Series 2018A, for the purpose of funding the capitalized interest, required reserve fund and costs of issuance for the Series 2018A and 2018B bonds; and paying certain costs of designing, constructing, and otherwise providing public infrastructure throughout the District. The debt matures on December 1, 2048, and bears an interest rate of 6% per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on June 1 and December 1, commencing December 1, 2018, until maturity. The Series 2018A bonds are subject to early redemption prior to maturity.



**MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**\$13,185,000 Revenue Bonds, Series 2018B (Taxable)**

On September 13, 2018, the District issued \$13,185,000 in taxable Revenue Bonds, Series 2018B, for the purpose of funding the capitalized interest, required reserve fund and costs of issuance for the Series 2018A bonds; and paying certain costs of designing, constructing, and otherwise providing public infrastructure throughout the District. The debt matures on December 1, 2048, and bears an interest rate of 8% per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on June 1 and December 1, commencing December 1, 2018, until maturity. The Series 2018B bonds are subject to early redemption prior to maturity.

The District's operating plan provides that the District is authorized to impose a mill levy of 50 mills to repay District debt. Any mill levy in excess of 50 mills for the purposes of debt service cannot be imposed without Town approval. During 2023, the District collected taxes based on a mill levy of 60 mills; 10 mills for operations and 50 mills for debt service. On December 15, 2023, the District levied 60 mills for collection in 2024; 10 mills for operations and 50 mills for debt service.

The District has no operating or capital leases.

**Reserve Funds**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2024, as defined under TABOR and also has Debt Service Reserve Funds for its Series 2018A and 2018B Senior Bonds.

**This information is an integral part of the accompanying budget.**

**MILLER'S LANDING BID**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**  
**December 31, 2023**

Bonds/Loans and Interest Maturing in the Year Ending December 31,	\$8,065,000 Revenue Bonds Series 2018 Tax Exempt Dated September 13, 2018 Interest Rate Series 2018A 6% Payable June 1 and December 1 Principal Payable Due December 1			\$13,185,000 Revenue Bonds Series 2018 (Taxable) Dated September 13, 2018 Interest Rate Series 2018 B 8% Payable June 1 and December 1 Principal Payable Due December 1		
	<b>2018A Bonds</b>			<b>2018B Bonds</b>		
	Principal	Interest	Total	Principal	Interest	Total
2024	130,000	\$ 470,700	\$ 600,700	225,000	1,024,400	1,249,400
2025	140,000	\$ 462,900	\$ 602,900	240,000	1,006,400	1,246,400
2026	160,000	\$ 454,500	\$ 614,500	270,000	987,200	1,257,200
2027	175,000	\$ 444,900	\$ 619,900	285,000	965,600	1,250,600
2028	185,000	\$ 434,400	\$ 619,400	315,000	942,800	1,257,800
2029	200,000	\$ 423,300	\$ 623,300	330,000	917,600	1,247,600
2030	230,000	\$ 411,300	\$ 641,300	370,000	891,200	1,261,200
2031	245,000	\$ 397,500	\$ 642,500	395,000	861,600	1,256,600
2032	275,000	\$ 382,800	\$ 657,800	440,000	830,000	1,270,000
2033	290,000	\$ 366,300	\$ 656,300	475,000	794,800	1,269,800
2034	325,000	\$ 348,900	\$ 673,900	525,000	756,800	1,281,800
2035	345,000	\$ 329,400	\$ 674,400	565,000	714,800	1,279,800
2036	385,000	\$ 308,700	\$ 693,700	625,000	669,600	1,294,600
2037	410,000	\$ 285,600	\$ 695,600	670,000	619,600	1,289,600
2038	450,000	\$ 261,000	\$ 711,000	740,000	566,000	1,306,000
2039	480,000	\$ 234,000	\$ 714,000	775,000	506,800	1,281,800
2040	205,000	\$ 205,200	\$ 410,200	345,000	444,800	789,800
2041	225,000	\$ 192,900	\$ 417,900	365,000	417,200	782,200
2042	250,000	\$ 179,400	\$ 429,400	400,000	388,000	788,000
2043	265,000	\$ 164,400	\$ 429,400	435,000	356,000	791,000
2044	295,000	\$ 148,500	\$ 443,500	470,000	321,200	791,200
2045	315,000	\$ 130,800	\$ 445,800	505,000	283,600	788,600
2046	340,000	\$ 111,900	\$ 451,900	555,000	243,200	798,200
2047	365,000	\$ 91,500	\$ 456,500	595,000	198,800	793,800
2048	1,160,000	\$ 69,600	\$ 1,229,600	1,890,000	151,200	2,041,200
Total	<u>\$ 7,845,000</u>	<u>\$ 7,310,400</u>	<u>\$ 15,155,400</u>	<u>\$ 12,805,000</u>	<u>\$ 15,859,200</u>	<u>\$ 28,664,200</u>

## EXHIBIT C

### District Boundary Legal Description

A PARCEL OF LAND BEING A PART OF LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, A SUBDIVISION PLAT RECORDED UNDER RECEPTION NO. 8708767 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10 AND ASSUMING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 TO BEAR SOUTH 89°27'26" EAST, 2616.68 FEET AS PLATTED, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°35'04" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 403.83 FEET TO THE SOUTHWESTERLY CORNER OF OUTLOT B, SAID CITADEL STATION FILING NO. 6; THENCE NORTH 70°14'23" EAST ALONG THE SOUTHERLY LINE OF SAID OUTLOT B, A DISTANCE OF 21.48 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST PLUM CREEK PARKWAY (ALSO KNOWN AS COACHLINE ROAD) AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2008075142, SAID POINT BEING A POINT ON THE NORTHERLY LINE OF SAID LOT 2, BLOCK 7, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID LOT 2, BLOCK 7 THE FOLLOWING TWENTY-TWO (22) COURSES:

1. CONTINUING NORTH 70°14'23" EAST, A DISTANCE OF 420.04 FEET;
2. NORTH 89°42'53" EAST, A DISTANCE OF 60.00 FEET;
3. NORTH 0°17'7" WEST, A DISTANCE OF 41.71 FEET;
4. NORTH 71°29'11" EAST, A DISTANCE OF 22.78 FEET;
5. NORTH 57°11'1" EAST, A DISTANCE OF 127.32 FEET;
6. NORTH 79°57'40" EAST, A DISTANCE OF 150.30 FEET;
7. NORTH 33°12'60" EAST, A DISTANCE OF 188.02 FEET;
8. NORTH 67°16'37" EAST, A DISTANCE OF 98.12 FEET;
9. NORTH 89°36'24" EAST, A DISTANCE OF 218.51 FEET;
10. NORTH 57°52'24" EAST, A DISTANCE OF 190.11 FEET;
11. NORTH 52°55'43" EAST, A DISTANCE OF 279.75 FEET;
12. SOUTH 7°13'59" EAST, A DISTANCE OF 36.25 FEET, TO A POINT ON A CURVE;
13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 58°05'53", AN ARC LENGTH OF 172.38 FEET, THE CHORD OF WHICH BEARS SOUTH 36°16'56" EAST, 165.09 FEET;
14. SOUTH 65°19'52" EAST, A DISTANCE OF 10.92 FEET;
15. NORTH 14°31'34" EAST, A DISTANCE OF 120.00 FEET;
16. NORTH 50°36'4" EAST, A DISTANCE OF 187.64 FEET;
17. NORTH 82°51'32" EAST, A DISTANCE OF 87.69 FEET;
18. NORTH 22°23'46" EAST, A DISTANCE OF 59.05 FEET;
19. NORTH 53°48'14" EAST, A DISTANCE OF 202.23 FEET;
20. SOUTH 23°36'32" EAST, A DISTANCE OF 793.03 FEET;
21. SOUTH 88°3'18" WEST, A DISTANCE OF 134.81 FEET;
22. SOUTH 0°0'15" EAST, A DISTANCE OF 700.98 FEET TO A POINT ON THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 10;

THENCE SOUTH 89°27'26" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 329.66 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89°46'21" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 572.43 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 1°56'48" EAST, A DISTANCE OF 173.53 FEET, TO A POINT ON A CURVE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 880.93 FEET, A CENTRAL ANGLE OF 37°31'24", AN ARC LENGTH OF 576.93 FEET, THE CHORD OF WHICH BEARS SOUTH 16°48'53" WEST, 566.67 FEET;
3. SOUTH 35°34'35" WEST, A DISTANCE OF 193.47 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST PLUM CREEK PARKWAY AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2008054850;

THENCE ALONG THE RIGHT OF WAY AS DESCRIBED THE FOLLOWING FOURTEEN (14) COURSES:

1. NORTH 75°34'19" WEST, A DISTANCE OF 170.83 FEET, TO A POINT ON A CURVE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 665.50 FEET, A CENTRAL ANGLE OF 17°49'03", AN ARC LENGTH OF 206.95 FEET, THE CHORD OF WHICH BEARS NORTH 66°39'48" WEST, 206.12 FEET;
3. NORTH 32°14'44" EAST, A DISTANCE OF 6.00 FEET;
4. NORTH 57°45'16" WEST, A DISTANCE OF 709.16 FEET;
5. NORTH 18°59'47" WEST, A DISTANCE OF 32.16 FEET;
6. NORTH 32°14'44" EAST, A DISTANCE OF 275.60 FEET, TO A POINT ON A CURVE;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 07°46'45", AN ARC LENGTH OF 123.55 FEET, THE CHORD OF WHICH BEARS NORTH 28°21'22" EAST, 123.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10;
8. NORTH 89°27'26" WEST AND ALONG SAID SOUTH LINE, A DISTANCE OF 133.30 FEET, TO A POINT ON A CURVE;
9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 03°51'20", AN ARC LENGTH OF 53.16 FEET, THE CHORD OF WHICH BEARS SOUTH 30°19'4" WEST, 53.15 FEET;
10. SOUTH 32°14'44" WEST, A DISTANCE OF 274.89 FEET;
11. SOUTH 83°29'15" WEST, A DISTANCE OF 33.31 FEET;
12. NORTH 57°45'16" WEST, A DISTANCE OF 380.82 FEET;
13. SOUTH 32°14'44" WEST, A DISTANCE OF 6.00 FEET, TO A POINT ON A CURVE;
14. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF 14°13'19", AN ARC LENGTH OF 214.59 FEET, THE CHORD OF WHICH BEARS NORTH 64°51'56" WEST, 214.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST PLUM CREEK PARKWAY AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2008075142;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES:

1. CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF 17°28'53", AN ARC LENGTH OF 263.77 FEET, THE CHORD OF WHICH BEARS NORTH 80°43'02" WEST, 262.74 FEET;
2. NORTH 89°27'28" WEST, A DISTANCE OF 548.00 FEET, TO A POINT ON A CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 500.50 FEET, A CENTRAL



ANGLE OF 75°02'22", AN ARC LENGTH OF 655.50 FEET, THE CHORD OF WHICH BEARS NORTH 51°56'17" WEST, 609.64 FEET TO THE **POINT OF BEGINNING**,

SAID PARCEL CONTAINING A CALCULATED AREA OF 2,871,687 SQUARE FEET OR 65.925 ACRES, MORE OR LESS.

ALL REFERENCES TO RECORDED DOCUMENTS ARE FILED WITH THE DOUGLAS COUNTY CLERK AND RECORDER.

SAID PARCEL IS ALSO KNOWN BY THE FOLLOWING STATE PARCEL ID NUMBERS: 2505-101-02-026; 2505-104-00-004; AND 2505-104-00-005.

EXHIBIT D  
District Boundary Map



PUBLIC HEARING

# **MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT (BID) 2025 OPERATING PLAN AND BUDGET**

TOWN COUNCIL MEETING  
OCTOBER 15, 2024



# MILLER'S LANDING BID 2025 OPERATING PLAN AND BUDGET

In 2017, the Town approved a planned development and URA plan for Millers Landing with a revenue share back of 100% property tax and 70% sales tax in exchange for a first class hotel, mixed use office and retail and provide remediation of a 1970's land fill. The land fill has been remediated and no additional improvements have been implemented to date.

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# MILLER'S LANDING BID 2025 OPERATING PLAN AND BUDGET

- The 2025 Operating Plan and Budget falls within the requirements set forth in the Public Finance Agreement.
  - Staff Recommends approval of Resolution as written.
-



I MOVE TO APPROVE RESOLUTION NO. 2024-104  
AS INTRODUCED BY TITLE

I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY  
TITLE, WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_

I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL  
MEETING ON \_\_\_\_\_ DATE TO ALLOW  
ADDITIONAL TIME TO: \_\_\_\_\_

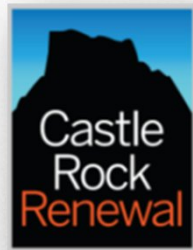
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PUBLIC HEARING

# CASTLE ROCK URBAN RENEWAL AUTHORITY BOARD 2025 BUDGET

OCTOBER 15, 2024  
BOARD MEETING



# CASTLE ROCK URBAN RENEWAL AUTHORITY (CRURA) BOARD MEETING

- October 17, 2023 Minutes
  - CRURA 2025 Budget
  - CRURA 2024 Annual Report review
  - Staff recommends approval of the 2025 CRURA Budget
-





I MOVE TO APPROVE RESOLUTION NO. 2024-001  
AS INTRODUCED BY TITLE

I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY  
TITLE, WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_

I MOVE TO CONTINUE THIS ITEM TO THE CRURA MEETING ON  
\_\_\_\_\_ DATE TO ALLOW ADDITIONAL TIME TO: \_\_\_\_\_

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PUBLIC HEARING

# **FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT (GID) 2025 ANNUAL BUDGET AND MILL LEVY**

OCTOBER 15, 2024 MEETING





# FESTIVAL PARK COMMONS 2025 BUDGET AND 2024 MILL LEVY

- Approval October 17, 2023 Minutes
  - 2025 proposed GID budget is \$266,313
  - 45 mills
  - Staff Recommends approval of both Resolutions as written
-



## RESOLUTION 2024-001 2025 BUDGET

I MOVE TO APPROVE RESOLUTION NO. 2024-001  
AS INTRODUCED BY TITLE

I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY TITLE, WITH THE  
FOLLOWING CONDITIONS: \_\_\_\_\_

I MOVE TO CONTINUE THIS ITEM TO THE GID MEETING ON \_\_\_\_\_ DATE TO  
ALLOW ADDITIONAL TIME TO: \_\_\_\_\_

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RESOLUTION 2024-002  
GID 2024 MILL LEVY

I MOVE TO APPROVE RESOLUTION NO. 2024-002  
AS INTRODUCED BY TITLE

I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY TITLE,  
WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_

I MOVE TO CONTINUE THIS ITEM TO THE GID MEETING ON \_\_\_\_\_ DATE  
TO ALLOW ADDITIONAL TIME TO: \_\_\_\_\_

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PUBLIC HEARING

# **FESTIVAL PARK COMMONS GID 2025 BUDGET AND 2024 MILL LEVY CERTIFICATION**

TOWN COUNCIL MEETING  
OCTOBER 15, 2024





# FESTIVAL PARK COMMONS BUDGET AND MILL LEVY

- 2025 proposed GID budget is \$266,313
- 2024 has a preliminary mill levy of 45 mills
- Staff Recommends approval of Resolution as written

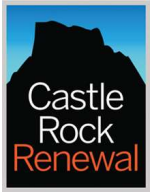


I MOVE TO APPROVE RESOLUTION NO. 2024-105 RATIFYING THE 2025 TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT BUDGET AND LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 FOR 2025 COLLECTION FOR THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT.

I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY TITLE, WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_

I MOVE TO CONTINUE THIS ITEM TO THE COUNCIL MEETING ON \_\_\_\_\_ DATE TO ALLOW ADDITIONAL TIME TO: \_\_\_\_\_





# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

---

**Item #:** **File #:** URA MIN 2024-001

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**To:** **Board of Directors**

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

**Minutes:** Approval of the October 17, 2023 Minutes

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### Executive Summary

Attached are minutes from the October 17, 2023 CRURA meeting for your review and approval.



## Castle Rock Urban Renewal Authority Meeting Minutes - Draft

### BOARD OF COMMISSIONERS:

Jason Gray, Chair  
Kevin Bracken, Vice Chair  
Ryan Hollingshead  
Laura Cavey  
Desiree LaFleur  
Max Brooks  
Tim Dietz

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Tuesday, October 17, 2023

6:00 PM

Town Hall Council Chambers  
100 N. Wilcox Street  
Castle Rock, CO 80104

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**This meeting is open to the public. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed.**

### CALL TO ORDER / ROLL CALL

Chairman Gray called the meeting to order at 7:28 pm.

**Present** 7 - Chair Gray, Vice Chair Bracken, Commissioner Hollingshead, Commissioner Cavey, Commissioner LaFleur, Commissioner Brooks, Commissioner Dietz

### ACTION ITEMS

#### Minutes: Approval of the September 20, 2022 Minutes

[URA MIN  
2023-01](#)

Moved by Commissioner Cavey, seconded by Commissioner Hollingshead, to Approve CRURA Minutes URA MIN 2023-001 as presented. The motion passed by a vote of:

**Yes:** 7 - Gray, Bracken, Hollingshead, Cavey, LaFleur, Brooks, Dietz

[URA RESO  
2023-001](#)

#### Resolution Adopting the 2024 Fiscal Year Budget for the Castle Rock Urban Renewal Authority

Pete Managers, Assistant Director - Budget & Revenue, presented the item. Commissioner Cavey asked Managers to explain what the Castle Rock Urban Authority is. David Corliss, Town Manager, explained that nine years ago we had an old landfill site that did not allow it to be appropriately developed. The developer asked for a URA for an incentive for a tax increment in order to re mediate the landfill. No public comment.

Moved by Commissioner Cavey, seconded by Commissioner Hollingshead, to Approve CRURA Resolution URA RESO 2023-001 as presented. The motion passed by a vote of:

**Yes:** 7 - Gray, Bracken, Hollingshead, Cavey, LaFleur, Brooks, Dietz

### ADJOURN

Moved by Vice Chair Bracken, seconded by Commissioner Cavey, to Adjourn. The motion passed by a vote of:

**Yes:** 7 - Gray, Bracken, Hollingshead, Cavey, LaFleur, Brooks, Dietz

Adjourned at 7:37 pm.

Submitted by:

Lisa Anderson, Town Clerk



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 2. **File #:** URA RESO 2024-001

---

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

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

**From:** Pete Mangers, Executive Director, Castle Rock Urban Renewal Authority  
Michael Hyman, Legal Counsel, Castle Rock Urban Renewal Authority  
Trish Muller, CPA, Treasurer, Castle Rock Urban Renewal Authority

Resolution Adopting the 2025 Fiscal Year Budget for the Castle Rock Urban Renewal Authority

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### **Executive Summary**

Staff is requesting Urban Renewal Authority Board of Commissioners (BOC) action on the 2025 Castle Rock Urban Renewal Authority (CRURA) Budget. In addition, staff has included the 2024 Annual Report.

The proposed 2025 CRURA Budget resolution is included for BOC review and approval. The budget document provides a funding source for 2025 and includes conservative amounts for revenue and expenditures. Future annual appropriations for CRURA will be acted upon by the BOC in association with Town Council budget calendar.

The proposed 2025 Budget of the Castle Rock Urban Renewal Authority (CRURA) is attached. In conformance with requirements of the State of Colorado, the budget must include anticipated revenues, proposed expenditures, beginning and ending fund balance, and three years of comparable budget data. The basis of accounting used in the CRURA Budget is accrual.

### **Activities in 2024:**

No significant capital improvements were completed in 2024. Any costs associated with use of Town URA staff or EDC staff or use of consultant's/expert consultants will be reimbursed by TIF revenues when a URA Project occurs and TIF is collected.

### **Staff Recommendation**

Staff recommends approval of CRURA Resolution No. 2024-001, A Resolution of the Castle Rock Urban Renewal Authority Adopting the 2025 Castle Rock Urban Renewal Authority Budget.

### **Proposed Motion**

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**Item #: 2. File #: URA RESO 2024-001**

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*“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: 2025 Castle Rock Urban Renewal Authority Budget

Attachment B: CRURA 2024 Annual Report



**CRURA RESOLUTION NO. 2024-001**

**A RESOLUTION ADOPTING THE 2025 FISCAL YEAR BUDGET FOR  
THE CASTLE ROCK URBAN RENEWAL AUTHORITY**

**WHEREAS**, the Castle Rock Urban Renewal Authority (the “CRURA”) is an urban renewal authority duly organized pursuant to Section 31-25-101, et seq., C.R.S., and by Resolution No. 2013-29 adopted by Town Council on May 7, 2013; and

**WHEREAS**, the members of Town Council have been duly appointed and qualified to serve as the Board of Commissioners of the CRURA (the “CRURA Board”); and

**WHEREAS**, a proper notice of the public hearing on the CRURA’s proposed 2025 fiscal year budget was published in accordance with Section 29-1-106, C.R.S., for the October 15, 2024, meeting of the CRURA Board; and

**WHEREAS**, upon completion and review of the proposed budget, the CRURA Board is prepared to adopt a final budget for fiscal year 2025 (the “2025 Budget”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CASTLE ROCK URBAN RENEWAL AUTHORITY:**

**Section 1. Approval.** The 2025 Budget is hereby approved and adopted in the form presented at tonight’s meeting. The following amount is hereby appropriated by fund for the 2025 fiscal year:

Urban Renewal Authority Fund	\$36,693
------------------------------	----------

**Section 2. Compliance.** The 2025 Budget, as approved and adopted, complies with Section 29-1-108, C.R.S., as the amounts appropriated do not exceed the expenditures specified therein.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Board of Commissioners of the Castle Rock Urban Renewal Authority, on first and final reading, by a vote of \_\_\_ for and \_\_\_ against.

**ATTEST:**

**CASTLE ROCK URBAN RENEWAL  
AUTHORITY**

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Lisa Anderson, Secretary

---

Jason Gray, Chair

**Approved as to form:**

**Approved as to content:**

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Michael J. Hyman, Authority Counsel

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Trish Muller, CPA, Finance Director

## 2025 CRURA Budget

### Line Item Description

				<u>Proposed</u>
<b>Revenues</b>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Budget</u>
Property Tax Increment	\$ 210,928	\$ -	\$ 238,535	\$ -
Town Fee of .5%	-	1,055	1,193	1,193
Sales Tax Increment	-	-	-	-
Interest	-	-	-	-
Developer Fees	-	-	-	-
Misc. Revenue	-	-	-	-
Loan Proceeds from Town	-	-	-	-
Contributed Services	-	35,500	-	35,500
Proceeds from Debt Issuance	-	-	-	-
<b>Total Revenue</b>	<u>210,928</u>	<u>36,555</u>	<u>239,728</u>	<u>36,693</u>
<b>Expenditures - Personnel</b>				
Salaries/Benefits	-	35,500	-	35,500
<b>Total Salaries/Benefits</b>	<u>-</u>	<u>35,500</u>	<u>-</u>	<u>35,500</u>
<b>Operating Expenditures</b>				
Dues & Publications	-	-	-	-
Legal	-	-	-	-
Office Supplies	-	-	-	-
Postage	-	-	-	-
Bank Fees	168	250	58	58
Web Design and Maintenance	349	350	350	350
Professional Svs	-	455	-	785
Travel	-	-	-	-
Training	-	-	-	-
Outreach	-	-	-	-
Audit	-	-	-	-
<b>Total Operating Expenditures</b>	<u>517</u>	<u>1,055</u>	<u>408</u>	<u>1,193</u>
<b>Debt Service Payments</b>				
Principle	-	-	-	-
Interest	-	-	-	-
<b>Total Debt Service Payments</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Other Epxenses</b>				
Transfer to Dist. Bond Agent	209,873	-	237,342	-
Contingency (15%)	-	-	-	-
<b>Total Other Expense</b>	<u>209,873</u>	<u>-</u>	<u>237,342</u>	<u>-</u>
<b>Total Expense</b>	<u>210,390</u>	<u>36,555</u>	<u>237,750</u>	<u>36,693</u>
<b>Revenue Over/(Under) Expenditures</b>	<u>538</u>	<u>-</u>	<u>1,977</u>	<u>-</u>
<b>Beginning Funds Available</b>	28,702	29,240	29,240	31,217
<b>Ending Funds Available</b>	<u>\$ 29,240</u>	<u>\$ 29,240</u>	<u>\$ 31,217</u>	<u>\$ 31,217</u>

## 2025 CRURA Budget

### Line Item Description

<b>Revenues</b>	<b><u>2023 Actual</u></b>	<b><u>2024 Budget</u></b>	<b><u>2024 Estimate</u></b>
Property Tax Increment	\$ 210,928	\$ -	\$ 238,535
Town Fee of .5%	-	1,055	1,193
Sales Tax Increment	-	-	-
Interest	-	-	-
Developer Fees	-	-	-
Misc. Revenue	-	-	-
Loan Proceeds from Town	-	-	-
Contributed Services	-	35,500	-
Proceeds from Debt Issuance	-	-	-
	<hr/>	<hr/>	<hr/>
<b>Total Revenue</b>	<b>210,928</b>	<b>36,555</b>	<b>239,728</b>
	<hr/>	<hr/>	<hr/>
<b>Expenditures - Personnel</b>			
Salaries/Benefits	-	35,500	-
<b>Total Salaries/Benefits</b>	-	35,500	-
	<hr/>	<hr/>	<hr/>
<b>Operating Expenditures</b>			
Dues & Publications	-	-	-
Legal	-	-	-
Office Supplies	-	-	-
Postage	-	-	-
Bank Fees	168	250	58
Web Design and Maintenance	349	350	350
Professional Svs	-	455	-
Travel	-	-	-
Training	-	-	-
Outreach	-	-	-
Audit	-	-	-
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<b>Total Operating Expenditures</b>	<b>517</b>	<b>1,055</b>	<b>408</b>
	<hr/>	<hr/>	<hr/>
<b>Debt Service Payments</b>			
Principle	-	-	-
Interest	-	-	-
<b>Total Debt Service Payments</b>	-	-	-
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Contingency (15%)	-	-	-
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**Proposed**  
**2025 Budget**

\$	-
	1,193
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	35,500
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	36,693
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36,693

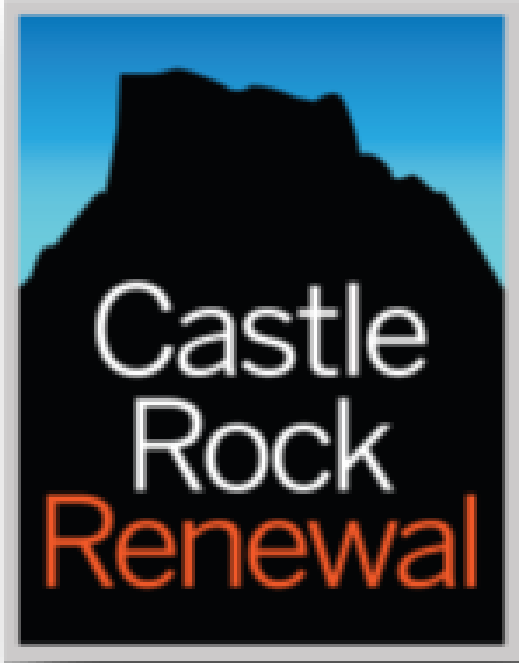
-

31,217

\$ 31,217

# 2024 ANNUAL REPORT

September 2024



## Contact us:

100 N. Wilcox Street  
Castle Rock, CO 80104  
720-733-3519

[www.castlerockrenewal.org](http://www.castlerockrenewal.org)

Castle Rock Renewal facilitates investment and redevelopment of blighted areas within the **Town of Castle Rock**. We work in partnership with the **Castle Rock Economic Development Council** to help make projects financially feasible and buildable. Sustainable development in underutilized areas of our community enhances our tax base and creates new jobs and amenities.



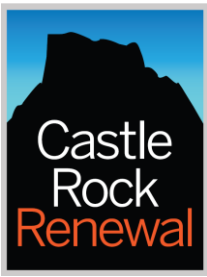
## 2025 CRURA Budget

### Line Item Description

				<u>Proposed</u>
Revenues	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Estimate</u>	<u>2025 Budget</u>
Property Tax Increment	\$ 210,928	\$ -	\$ 238,535	\$ -
Town Fee of .5%	-	1,055	1,193	1,193
Sales Tax Increment	-	-	-	-
Interest	-	-	-	-
Developer Fees	-	-	-	-
Misc. Revenue	-	-	-	-
Loan Proceeds from Town	-	-	-	-
Contributed Services	-	35,500	-	35,500
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<b>Expenditures - Personnel</b>				
Salaries/Benefits	-	35,500	-	35,500
<b>Total Salaries/Benefits</b>	<hr/>	<hr/>	<hr/>	<hr/>
	-	35,500	-	35,500
<b>Operating Expenditures</b>				
Dues & Publications	-	-	-	-
Legal	-	-	-	-
Office Supplies	-	-	-	-
Postage	-	-	-	-
Bank Fees	168	250	58	58
Web Design and Maintenance	349	350	350	350
Professional Svs	-	455	-	785
Travel	-	-	-	-
Training	-	-	-	-
Outreach	-	-	-	-
Audit	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Operating Expenditures</b>	517	1,055	408	1,193
<b>Debt Service Payments</b>				
Principle	-	-	-	-
Interest	-	-	-	-
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<b>Total Debt Service Payments</b>	-	-	-	-
<b>Other Expenses</b>				
Transfer to Dist. Bond Agent	209,873	-	237,342	-
Contingency (15%)	-	-	-	-
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<b>Total Other Expense</b>	209,873	-	237,342	-
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	<hr/>	<hr/>	<hr/>	<hr/>
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	<hr/>	<hr/>	<hr/>	<hr/>
<b>Beginning Funds Available</b>	28,702	29,240	29,240	31,217
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Ending Funds Available</b>	<u>\$ 29,240</u>	<u>\$ 29,240</u>	<u>\$ 31,217</u>	<u>\$ 31,217</u>







## **PUBLIC MEETING**

**October 15, 2024, 6:00 pm**  
**100 North Wilcox Street, Second Floor Council Chambers**  
**Castle Rock, Colorado**

### **AGENDA**

**THIS MEETING IS OPEN TO THE PUBLIC. PLEASE NOTE THAT ALL TIMES INDICATED ON THE AGENDA ARE APPROXIMATE. INTERESTED PARTIES ARE ENCOURAGED TO BE PRESENT EARLIER THAN THE SCHEDULED TIME.**

#### **Call to Order / Roll Call:**

**Unscheduled Public Comment** (*During this time, members of the public are invited to address the Authority on items which are **NOT** scheduled on the agenda. Comments are limited to four (4) minutes per speaker.*)

#### **Approval of October 17, 2023 Minutes**

#### **Staff Report:**

- 1. Approval of CRURA Resolution No. 2024-001: A Resolution of the Castle Rock Urban Renewal Authority Adopting the 2025 Castle Rock Urban Renewal Authority**
- 2. CRURA 2024 Annual Report review**

#### **Adjourn**



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 1. **File #:** FPC MIN 2024-001

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**To:** Board of Directors

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

Minutes: Approval of the October 17, 2023 Minutes

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### **Executive Summary**

Minutes from the October 17, 2023 GID meeting are attached for review and approval.



## Town of Castle Rock Festival Park Commons General Improvement District Meeting Minutes - Draft

BOARD OF DIRECTORS:  
Jason Gray, Chair  
Kevin Bracken, Vice Chair  
Ryan Hollingshead  
Laura Cavey  
Desiree LaFleur  
Max Brooks  
Tim Dietz

---

Tuesday, October 17, 2023

6:00 PM

Town Hall Council Chambers  
100 N. Wilcox Street  
Castle Rock, CO 80104

---

**This meeting is open to the public. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed**

### CALL TO ORDER / ROLL CALL

Called to order at 7:38 pm.

**Present** 7 - Chair Gray, Vice Chair Bracken, Boardmember Hollingshead, Boardmember Cavey, Boardmember LaFleur, Boardmember Brooks, Boardmember Dietz

### ACTION ITEMS

[FPC MIN  
2023-001](#)

#### **Minutes: Approval of the September 20, 2022 Minutes**

**Moved by Boardmember Cavey, seconded by Boardmember Hollingshead, to Approve FPC GID Minutes FPC MIN 2023-001 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Bracken, Cavey, LaFleur, Hollingshead, Brooks, Dietz

[FPC RESO  
2023-001](#)

Pete Mangers, Assistant Director - Budget & Revenue, presented the item stating they currently have a 45 mill levy used to pay back bonds for the public parking in the garage.

Boardmember Dietz asked who pays the 45 mills. Mangers stated it is paid by the business property owners and residents in the Encore building.

David Corliss, Town Manager, explained that when the redevelopment was discussed, the Town agreed to put in land and a revenue sharing program for property and sales tax, but required the development generate revenue to pay for the 308 public parking spaces to avoid taking money from the Town general fund or transportation fund. Revenue to pay this is from a portion of the property tax, a portion of the sales tax revenue, a PIF public improvement fee, and the general improvement district property tax. The Town pays the HOA dues for the public parking spaces to help maintain the parking garage.

#### **Citizens that addressed Council:**

Adrian Sweeney, resident of Encore, stated he did his due diligence before he purchased his unit. He would like to be able to inspect the four budgets that are involved. Corliss stated staff will get that information to him.

Chuck, resident of Encore, stated it is the largest line item on his property taxes - more than schools.

David Corliss, Town Manager, stated once they pay off the COP's the mill levy will go away.

**Moved by Boardmember Brooks, seconded by Vice Chair Bracken, to Approve FPC GID Resolution FPC RESO 2023-001 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Bracken, Hollingshead, Cavey, LaFleur, Brooks, Dietz



[FPC RESO  
2023-002](#)

**Resolution Levying General Property Taxes for the Town of Castle Rock Festival Park Commons General Improvement District for the Year 2023, to be Collected in 2024**

Pete Managers, Assistant Director - Budget & Revenue, presented the item.

***No public comment.***

Vice Chair Bracken reminded citizens that it cost \$10M to build the parking spaces, and that we will have similar items for the Dawson project.

Boardmember Brooks stated it is similar to his metro district that he has to pay which is about double of what he pays the schools.

**Moved by Boardmember Cavey, seconded by Vice Chair Bracken, to Approve FPC GID Resolution FPC RESO 2023-002 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Bracken, Hollingshead, Cavey, LaFleur, Brooks, Dietz

**ADJOURN**

**Moved by Boardmember Cavey, seconded by Boardmember Hollingshead, to Adjourn. The motion passed by a vote of:**

**Yes:** 7 - Gray, Bracken, Hollingshead, Cavey, LaFleur, Brooks, Dietz

The meeting Adjourned at 7:53 pm.

  
\_\_\_\_\_  
Lisa Anderson, Town Clerk



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

---

**Item #:** 2. **File #:** FPC RESO 2024-001

---

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

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

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

Resolution Adopting the 2025 Fiscal Year Budget for the Town of Castle Rock Festival Park Commons General Improvement District

---

### **Executive Summary**

Colorado Revised Statute 29-1-105 requires General Improvement District to file its budget with the Colorado Department of Local Affairs (DOLA).

CD-Festival Commons, LLC ("CDFC") redeveloped a parcel within the core area of downtown Castle Rock into a mixed use (retail/office/residential) center and parking garage that will accommodate 601 vehicles, 308 of which will be public parking spaces owned by the Town constructed on existing Town property and the adjacent private property owned by CDFC. CDFC voted to enact a General Improvement District (GID) to tax themselves to assist paying for this project. This project pays back the Town Certificates of Participation (COP's) for the 308 Town owned spaces using GID property tax TIF, sales tax TIF, property tax TIF and a Public Improvement Fee (PIF). The project is projected to pay off the COP's by 2038 assuming current economic conditions. But for the project, the 308 Town owned spaces would need another revenue stream to satisfy the COP's annual payments.

The Encore project, wholly within the GID, began in late 2019 with completion anticipated this year. The proposed budget for 2025 is \$266,313. In addition, the Public Finance Agreement between the developer and the Town stipulates a mill levy of 45 mills, which will be certified with the County in 2024, resulting in GID property tax revenue beginning in 2024.

### **Staff Recommendation**

Staff recommends that the Board of Directors approve both resolutions as written.

### **Proposed Motion**

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

---

**Item #: 2. File #: FPC RESO 2024-001**

---

**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 next meeting on \_\_\_\_\_ date to allow additional time to (list information needed).”*

**Attachments**

Attachment A: Resolution  
Exhibit 1: 2025 Town of Castle Rock Festival Park Commons GID Budget

**GID RESOLUTION NO. 2024-001**

**A RESOLUTION ADOPTING THE 2025 FISCAL YEAR BUDGET FOR  
THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS  
GENERAL IMPROVEMENT DISTRICT**

**WHEREAS**, the Town of Castle Rock Festival Park Commons General Improvement District (the “District”) is a general improvement district duly organized pursuant to Section 31-25-601, et seq., C.R.S., and by Ordinance No. 2018-028, adopted by Town Council on August 21, 2018; and

**WHEREAS**, the members of Town Council have been duly elected and qualified to serve *ex officio* as the Board of Directors of the District (the “District Board”); and

**WHEREAS**, a proper notice of the public hearing on the District’s proposed 2025 fiscal year budget was published in accordance with Section 29-1-106, C.R.S., for the October 15, 2024, meeting of the District Board; and

**WHEREAS**, upon completion and review of the proposed budget, the District Board is prepared to adopt a final budget for fiscal year 2025 (the “2025 Budget”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT:**

**Section 1. Approval.** The 2025 Budget is hereby approved and adopted in the form presented at tonight’s meeting. The following amount is hereby appropriated by fund for the 2024 fiscal year:

General Improvement District Fund	\$266,313
-----------------------------------	-----------

**Section 2. Compliance.** The 2025 Budget, as approved and adopted, complies with Section 29-1-108, C.R.S., as the amounts appropriated do not exceed the expenditures specified therein.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of October, 2024, by the Board of Directors of the Town of Castle Rock Festival Park Commons General Improvement District by a vote of \_\_\_ for and \_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK FESTIVAL  
PARK COMMONS GENERAL  
IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Lisa Anderson, *ex officio* Clerk of the District

\_\_\_\_\_  
Jason Gray, *ex officio* Chair of the District



**Approved as to form:**

---

Michael J. Hyman, Attorney for the District

**Approved as to content:**

---

Trish Muller, CPA, Finance Director

Castle Rock GID for 2025		
Operating Fund		
		<u>2025 Budget</u>
<b>Income</b>		
	Property Tax	\$ 266,313
	Misc. Other	-
	Total Income	266,313
<b>Expenses</b>		
	Personnel	-
	Office Admin.	-
	Professional Services - Acct., Audit, Legal	-
	Total Expenses	-
	Beginning Fund Balance	-
	Transfer In/Out	(266,313)
	Net Activity	266,313
	Estimated Ending Fund Balance	\$ -



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 3. **File #:** FPC RESO 2024-002

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

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

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

Resolution Levying General Property Taxes for the Town of Castle Rock Festival Park Commons General Improvement District for the Year 2024, to be Collected in 2025

---

### **Executive Summary**

Colorado Revised Statute 29-1-105 requires General Improvement District to file its budget with the Colorado Department of Local Affairs (DOLA).

CD-Festival Commons, LLC ("CDFC") redeveloped a parcel within the core area of downtown Castle Rock into a mixed use (retail/office/residential) center and parking garage that will accommodate 601 vehicles, 308 of which will be public parking spaces owned by the Town constructed on existing Town property and the adjacent private property owned by CDFC. CDFC voted to enact a General Improvement District (GID) to tax themselves to assist paying for this project. This project pays back the Town Certificates of Participation (COP's) for the 308 Town owned spaces using GID property tax TIF, sales tax TIF, property tax TIF and a Public Improvement Fee (PIF). The project is projected to pay off the COP's by 2038 assuming current economic conditions. But for the project, the 308 Town owned spaces would need another revenue stream to satisfy the COP's annual payments.

The Encore project, wholly within the GID, began in late 2019 with completion anticipated this year. The proposed budget for 2025 is \$266,313. In addition, the Public Finance Agreement between the developer and the Town stipulates a mill levy of 45 mills, which will be certified with the County in 2024, resulting in GID property tax revenue beginning in 2024.

### **Staff Recommendation**

Staff recommends that the Board of Directors approve both resolutions as written.

### **Proposed Motion**

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

**Alternative Motions**

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

*“I move to continue these items to the next meeting on \_\_\_\_\_ date to allow additional time to (list information needed).”*

**Attachments**

Attachment A: Resolution



**GID RESOLUTION NO. 2024-002**

**A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE  
TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL  
IMPROVEMENT DISTRICT FOR THE YEAR 2024, TO BE  
COLLECTED IN 2025**

**WHEREAS**, the Town of Castle Rock Festival Park Commons General Improvement District (the “District”) is a general improvement district duly organized pursuant to Section 31-25-601, et seq., C.R.S., and by Ordinance No. 2018-028, adopted by Town Council on August 21, 2018; and

**WHEREAS**, the members of Town Council have been duly elected and qualified to serve *ex officio* as the Board of Directors of the District (the “District Board”); and

**WHEREAS**, the District Board has adopted a budget for the 2025 fiscal year, which budget anticipates the receipt of revenues from the imposition of a mill levy on taxable property within the District’s jurisdictional boundaries; and

**WHEREAS**, pursuant to Section 39-5-128, C.R.S., the *ex officio* Clerk of the District is required to certify the mill levy imposed by the District to the Douglas County Board of Commissioners by no later than December 15, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT:**

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

**Section 2.     Levy of Property Tax.** For the purpose of meeting the general operating expenses of the District during the 2025 fiscal year, there is levied a tax of 45.000 mills for general operating expenses upon each dollar of the total assessed valuation of all taxable property within the District’s jurisdictional boundaries for taxable year 2024, to be collected in 2025.

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

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of October, 2024, by the Board of Directors of the Town of Castle Rock Festival Park Commons General Improvement District by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK FESTIVAL  
PARK COMMONS GENERAL  
IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Lisa Anderson, *ex officio* Clerk of the District

\_\_\_\_\_  
Jason Gray, *ex officio* Chair of the District

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Attorney for the District

\_\_\_\_\_  
Trish Muller, CPA, Finance Director



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 20. **File #:** RES 2024-105

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

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

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

**Resolution Ratifying the 2025 Fiscal Year Budget and Mill Levy for the Town of Castle Rock Festival Park Commons General Improvement District [Parking Garage Adjacent to Encore Condominiums, 115 Wilcox Street]**

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### **Executive Summary**

The Town of Castle Rock Festival Park Commons General Improvement District (GID) submit its budget to the Town Council for ratification.

CD-Festival Commons, LLC ("CDFC") redeveloped a parcel within the core area of downtown Castle Rock into a mixed use (retail/office/residential) center and parking garage that will accommodate 601 vehicles, 308 of which will be public parking spaces owned by the Town constructed on existing Town property and the adjacent private property owned by CDFC. CDFC voted to enact a General Improvement District (GID) to tax themselves to assist paying for this project. This project pays back the Town Certificates of Participation (COP's) for the 308 Town owned spaces using GID property tax TIF, sales tax TIF, property tax TIF and a Public Improvement Fee (PIF). The project is projected to pay off the COP's by 2038 assuming current economic conditions. But for the project, the 308 Town owned spaces would need another revenue stream to satisfy the COP's annual payments.

The Encore project, wholly within the GID, began in late 2019 with completion anticipated this year. The proposed budget for 2025 is \$266,313. In addition, the Public Finance Agreement between the developer and the Town stipulates a mill levy of 45 mills, which will be certified with the County in 2024.

### **Staff Recommendation**

I move to approve the Resolution as introduced by title.

### **Proposed Motion**

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**Item #: 20. File #: RES 2024-105**

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*"I move to approve a resolution Ratifying the 2025 Town of Castle Rock Festival Park Commons General Improvement District Budget and Mill Levy."*

**Alternative Motions**

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

*"I move to continue this item to the Town Council meeting on \_\_\_\_\_ date to allow additional time to (list information needed)."*

**Attachments**

Attachment A:	Resolution
Attachment B:	GID RESO 2024-001
Exhibit 1:	2025 Town of Castle Rock Festival Park Commons GID Budget
Attachment C:	GID RESO 2024-002



**RESOLUTION NO. 2024-105**

**A RESOLUTION RATIFYING THE 2025 FISCAL YEAR BUDGET AND  
MILL LEVY FOR THE TOWN OF CASTLE ROCK FESTIVAL PARK  
COMMONS GENERAL IMPROVEMENT DISTRICT**

**WHEREAS**, the Town of Castle Rock Festival Park Commons General Improvement District (the “District”) is a general improvement district duly organized pursuant to Section 31-25-601, et seq., C.R.S., and by Ordinance No. 2018-028, adopted by Town Council on August 21, 2018; and

**WHEREAS**, the members of Town Council have been duly elected and qualified to serve *ex officio* as the Board of Directors of the District (the “District Board”); and

**WHEREAS**, the District Board has adopted a budget for the 2025 fiscal year and has levied a property tax for the year 2024, to be collected in 2025 (collectively, the “2025 Budget and Mill Levy”) at its meeting earlier tonight.

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

**Section 1.     Ratification.** The 2025 Budget and Mill Levy are hereby ratified in the form presented at tonight’s meeting.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Trish Muller, CPA, Finance Director

**GID RESOLUTION NO. 2024-**

**A RESOLUTION ADOPTING THE 2025 FISCAL YEAR BUDGET FOR  
THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS  
GENERAL IMPROVEMENT DISTRICT**

**WHEREAS**, the Town of Castle Rock Festival Park Commons General Improvement District (the “District”) is a general improvement district duly organized pursuant to Section 31-25-601, et seq., C.R.S., and by Ordinance No. 2018-028, adopted by Town Council on August 21, 2018; and

**WHEREAS**, the members of Town Council have been duly elected and qualified to serve *ex officio* as the Board of Directors of the District (the “District Board”); and

**WHEREAS**, a proper notice of the public hearing on the District’s proposed 2025 fiscal year budget was published in accordance with Section 29-1-106, C.R.S., for the October 15, 2024, meeting of the District Board; and

**WHEREAS**, upon completion and review of the proposed budget, the District Board is prepared to adopt a final budget for fiscal year 2025 (the “2025 Budget”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT:**

**Section 1.     Approval.** The 2025 Budget is hereby approved and adopted in the form presented at tonight’s meeting. The following amount is hereby appropriated by fund for the 2024 fiscal year:

General Improvement District Fund	\$266,313
-----------------------------------	-----------

**Section 2.     Compliance.** The 2025 Budget, as approved and adopted, complies with Section 29-1-108, C.R.S., as the amounts appropriated do not exceed the expenditures specified therein.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of October, 2024, by the Board of Directors of the Town of Castle Rock Festival Park Commons General Improvement District by a vote of \_\_\_ for and \_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK FESTIVAL  
PARK COMMONS GENERAL  
IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Lisa Anderson, *ex officio* Clerk of the District

\_\_\_\_\_  
Jason Gray, *ex officio* Chair of the District

**Approved as to form:**

---

Michael J. Hyman, Attorney for the District

**Approved as to content:**

---

Trish Muller, CPA, Finance Director

Castle Rock GID for 2025		
Operating Fund		
		<u>2025 Budget</u>
<b>Income</b>		
	Property Tax	\$ 266,313
	Misc. Other	-
	Total Income	266,313
<b>Expenses</b>		
	Personnel	-
	Office Admin.	-
	Professional Services - Acct., Audit, Legal	-
	Total Expenses	-
	Beginning Fund Balance	-
	Transfer In/Out	(266,313)
	Net Activity	266,313
	Estimated Ending Fund Balance	\$ -



**GID RESOLUTION NO. 2024**

**A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE  
TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL  
IMPROVEMENT DISTRICT FOR THE YEAR 2024, TO BE  
COLLECTED IN 2025**

**WHEREAS**, the Town of Castle Rock Festival Park Commons General Improvement District (the “District”) is a general improvement district duly organized pursuant to Section 31-25-601, et seq., C.R.S., and by Ordinance No. 2018-028, adopted by Town Council on August 21, 2018; and

**WHEREAS**, the members of Town Council have been duly elected and qualified to serve *ex officio* as the Board of Directors of the District (the “District Board”); and

**WHEREAS**, the District Board has adopted a budget for the 2025 fiscal year, which budget anticipates the receipt of revenues from the imposition of a mill levy on taxable property within the District’s jurisdictional boundaries; and

**WHEREAS**, pursuant to Section 39-5-128, C.R.S., the *ex officio* Clerk of the District is required to certify the mill levy imposed by the District to the Douglas County Board of Commissioners by no later than December 15, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF CASTLE ROCK FESTIVAL PARK COMMONS GENERAL IMPROVEMENT DISTRICT:**

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

**Section 2.     Levy of Property Tax.** For the purpose of meeting the general operating expenses of the District during the 2025 fiscal year, there is levied a tax of 45.000 mills for general operating expenses upon each dollar of the total assessed valuation of all taxable property within the District’s jurisdictional boundaries for taxable year 2024, to be collected in 2025.

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

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of October, 2024, by the Board of Directors of the Town of Castle Rock Festival Park Commons General Improvement District by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK FESTIVAL  
PARK COMMONS GENERAL  
IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Lisa Anderson, *ex officio* Clerk of the District

\_\_\_\_\_  
Jason Gray, *ex officio* Chair of the District

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Attorney for the District

\_\_\_\_\_  
Trish Muller, CPA, Finance Director



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date: 10/15/2024**

**Item #: 21. File #: ORD 2024-024**

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

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

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

### **Ordinance Approving the Third Amendment to the 2024 Fiscal Year Budget by Making Supplemental Appropriations for the 2024 Fiscal Year (First Reading)**

#### **Executive Summary**

The charter for the Town of Castle Rock allows for amendments to budget appropriations, including requests for supplemental appropriations that require approval by ordinance (Section 9.10). The Finance Department prepares budget amendments for Town Council consideration based on needs that may arise throughout the year. The number of budget amendments varies by year depending on needs/opportunities as they are identified. The chart below shows supplemental appropriations for the last five years.

		Revenue	Supplemental Appropriations
2019	Carryforward Amendment	\$ -	\$ 73,338,429
	1st Amendment	6,629,396	14,703,782
	2nd Amendment	993,356	8,974,651
	3rd Amendment	875,000	2,080,000
2020	Carryforward Amendment	\$ -	\$ 55,320,649
	1st Amendment	2,272,651	14,118,583
	2nd Amendment	5,479,352	9,782,105
	3rd Amendment	30,470,990	20,716,258
2021	Carryforward Amendment	\$ -	\$ 49,824,231
	1st Amendment	125,000	5,720,437
	2nd Amendment	2,386,282	1,301,727
	3rd Amendment	-	4,919,933
2022	Carryforward Amendment	\$ -	\$ 37,308,413
	1st Amendment	36,122,836	36,674,688
	2nd Amendment	20,437,317	19,128,116
	3rd Amendment	3,828,740	12,844,306
	4th Amendment	3,048,711	12,626,501
2023	Carryforward Amendment	\$ -	\$ 84,357,215
	1st Amendment	167,880	5,902,635
	2nd Amendment	165,795,674	191,637,745
	3rd Amendment	2,700,944	6,115,138
	4th Amendment	4,616,807	4,815,784
2024	Carryforward Amendment	\$ -	\$ 91,124,553
	1st Amendment	164,029,503	176,602,796
	2nd Amendment	445,888	12,825,188
	3rd Amendment	3,457,757	4,271,821

Supplemental expenditure requests in this proposed Third Amendment to the 2024 Budget total \$4,271,821. Also, an additional \$3,457,757 of revenue is being requested. Descriptions of requested items are included in **Attachment B**. The Finance Department has reviewed all requests and has determined that sufficient funding is available to accommodate this proposed Third Amendment to the 2024 Budget. Following is a summary of requested items.

### **Discussion**

Total requested changes to appropriations referred to in **Attachment B** increase total expenditures for 2024 by \$4,271,821. Major requests included in this budget amendment are described below and are grouped by Town priority.

#### **Secure our water future**

- Castle Rock Water requests supplemental appropriation of funds totaling \$2,097,600 to continue WISE water offers through the end of 2024 to provide the Town with additional renewable water supplies.
- Castle Rock Water requests supplemental appropriation of funds totaling \$642,000 for Prairie Hawk PRV project and emergency pipeline repair work.
- Castle Rock Water requests supplemental appropriation of funds totaling \$455,000 for additional expenses due to the success of the ColoradoScape rebate program.
- Castle Rock Water requests supplemental appropriation of funds totaling \$407,000 for water rights legal firm due to unanticipated expenses associated with Rangeview's water court application.

#### **Maintain strong Parks and Recreation**

- The Parks and Recreation Department requests to recognize \$2,673,700 additional Intergovernmental revenue in the Conservation Trust Fund to align the budget with a planned Douglas County Shareback request to be presented to DC Parks Advisory Board in early October.
- The Parks and Recreation Department requests a supplemental appropriation of \$135,000 in the Conservation Trust Fund for additional funds needed to complete the Centennial Park project.
- The Parks and Recreation Department requests a reduction in the scheduled transfer into Parks Capital from the Conservation Trust Fund (CTF) of (\$2,000,000) due to part of the loan being paid back early in 2023. This is a decrease in expense to CTF and a decrease in revenue in the Parks Capital Fund.
- The Parks and Recreation Department is requesting supplemental appropriation of \$180,000 for the Golf Personnel budget for Seasonal and Regular staff in the Operations, Food & Beverage and Facility Maintenance Divisions. This increase aligns the expenditure budget with projected expense due to increased use of the Golf Course, and is offset with a projected increase in revenue.
- The Parks and Recreation Department is requesting supplemental appropriation of \$150,000 for the Golf Concession Merchandise budget. This increase aligns the expenditure budget with projected expense due to increased sale of pro-shop merchandise at the Golf Course, and is offset with a projected increase in revenue.
- The Parks and Recreation Department is requesting supplemental appropriation of \$150,000 for the Operating Supplies budget in the Golf Facility Maintenance division. This increase aligns

the expenditure budget with projected expense due to increased maintenance needs at the Golf Course, and is offset with a projected increase in revenue.

- The Parks and Recreation Department is requesting supplemental appropriation of \$993,000 for part-time personnel in the Community Center Cultural Arts, Fitness, Operations, Special Programs, Therapeutic Recreation and Youth divisions. This increase aligns the expenditure budget with projected expense due to increased participation in programs, and is offset with a projected increase in revenue.
- The Parks and Recreation Department is requesting supplemental appropriation of \$125,000 for Repair & Maintenance in the Aquatics division at the Recreation Center due to increased repair costs for the building, equipment and pumps, and is offset with a projected increase in revenue.
- The Parks and Recreation Department is requesting supplemental appropriation of \$101,000 for Cantril Operations, this is partially offset with an increase in revenue.
- The Parks and Recreation Department is requesting supplemental appropriation of \$87,000 for supplies in the Operations and Youth divisions. This increase aligns the expenditure budget with actual expenses, and is offset with a projected increase in revenue.

#### **Enhancing our transportation**

- The Public Works Department is requesting supplemental appropriation of \$422,555 in the Transportation Planning & Traffic Engineering division to fund purchase orders from 2023 that were not included in the first budget amendment. The purchase orders include funding for the Traffic forecast update, Downtown Wayfinding plan, and the Safe Streets and Roads for All (SS4A) Grant project.
- The Public Works Department is requesting supplemental appropriation of \$150,450 in the Fleet Fund for the purchase of two new vehicles for Police funded by Douglas County School District.
- The Public Works Department requests supplemental appropriation in the Fleet Fund in the amount of \$100,000 for their Parts budget. Parts are ordered to repair and maintain Town vehicles and the cost is reimbursed to Fleet through their repair and maintenance revenue account, the revenue budget is being increased to offset this.
- The Public Works Department is requesting supplemental appropriation of \$76,869 in the Fleet Fund for the purchase of one new vehicle for Police funded by Aspen View.

#### **Ensure outstanding public safety**

- The Police Department is requesting supplemental appropriation of \$545,000 for a transfer out from PD capital for a one-time expense related to the PD basement remodel.
- The Police Department requests supplemental appropriation of \$153,738 for a School Resource Officer's vehicle. These expenses are being reimbursed from Douglas County School District and Aspen View.

#### **Other Town funds and initiatives**

- The Town Manager's Office requests to recognize additional revenue of \$545,000 in the TABOR fund for a transfer in from PD capital for a one-time TABOR expense related to the PD basement remodel.
- The Finance Department is requesting a reduction of (\$699,391) in the budget to capacity line



related to the Downtown Development Authority TIF fund.

The additional amount of expenditures requested in this amendment are shown below and are grouped by Town fund.

**Budget Impact**

	Supplemental Requests
General Fund	\$ 153,738
Transportation Fund	422,555
Conservation Trust Fund	(1,865,000)
Downtown Development Auth. TIF Fund	(699,391)
Police Capital Fund	545,000
Water Resources Fund	3,601,600
Golf Course Fund	480,000
Community Center Fund	1,306,000
Fleet Services Fund	327,319
TOTAL	\$ 4,271,821

As presented in **Attachment C**, the Finance Department has ensured that funding is available through either revenues and/or fund balance for requested items, maintaining adequate reserves within each fund.

**Staff Recommendation**

Staff recommends that Town Council approve the Ordinance.

**Proposed Motion**

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

**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

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**Item #:** 21. **File #:** ORD 2024-024

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Attachment B: Requests for Supplemental Appropriation

Attachment C: Estimated Ending Funds Available for 2024

## ORDINANCE NO. 2024-024

### AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE 2024 FISCAL YEAR BUDGET BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE 2024 FISCAL YEAR

**WHEREAS**, on November 7, 2023, the Town Council approved Ordinance No. 2023-026 adopting the annual budget and approving the amounts specified therein as expenditures for fiscal year 2024 (the “Fiscal Year 2024 Budget”); and,

**WHEREAS**, on May 21, 2024, the Town Council approved Ordinance No. 2024-007 approving the First Amendment to the Fiscal Year 2024 Budget and making supplemental appropriations for the 2024 fiscal year; and,

**WHEREAS**, on August 20, 2024, the Town Council approved Ordinance No. 2024-009 approving the Second Amendment to the Fiscal Year 2024 Budget and making supplemental appropriations for the 2024 fiscal year; and,

**WHEREAS**, Section 9-10 of the Town Charter provides that, if during the fiscal year, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council may by ordinance make supplemental appropriations for the year up to the amount of such excess; and,

**WHEREAS**, the Town Manager has certified that revenues collected in prior years are available to accommodate the additional authorized expenditures as set forth in the proposed Third Amendment to the Fiscal Year 2024 Budget.

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

**Section 1. Budget Amendment.** The Fiscal Year 2024 Budget is amended to reflect the budgeting and appropriation of aggregate 2024 revenues and expenditures to the respective Town funds as follows:

		2024 Amended Budget	2024 Supplemental Appropriations	2024 Amended Budget
General Fund	Revenues	\$ 99,068,228	\$ 153,738	\$ 99,221,966
	Expenditures	108,345,250	153,738	108,498,988
	Net Change	\$ (9,277,022)	\$ -	\$ (9,277,022)
TABOR Fund	Revenues	\$ 457,123	\$ 545,000	\$ 1,002,123
	Expenditures	6,497,471	-	6,497,471
	Net Change	\$ (6,040,348)	\$ 545,000	\$ (5,495,348)
Transportation Fund	Revenues	\$ 40,997,842	\$ -	\$ 40,997,842
	Expenditures	48,522,665	422,555	48,945,220
	Net Change	\$ (7,524,823)	\$ (422,555)	\$ (7,947,378)

Conservation Trust Fund	Revenues	\$	1,902,823	\$	2,673,700	\$	4,576,523
	Expenditures		5,346,233		(1,865,000)		3,481,233
	Net Change	\$	(3,443,410)	\$	4,538,700	\$	1,095,290
DDA Tax Increment Fund	Revenues	\$	4,341,837	\$	-	\$	4,341,837
	Expenditures		7,559,209		(699,391)		6,859,818
	Net Change	\$	(3,217,372)	\$	699,391	\$	(2,517,981)
Parks & Recreation Capital Fund	Revenues	\$	9,248,963	\$	(2,000,000)	\$	7,248,963
	Expenditures	\$	17,480,009	\$	-	\$	17,480,009
	Net Change	\$	(8,231,046)	\$	(2,000,000)	\$	(10,231,046)
Police Capital Fund	Revenues	\$	455,509	\$	-	\$	455,509
	Expenditures		284,633		545,000		829,633
	Net Change	\$	170,876	\$	(545,000)	\$	(374,124)
Water Resources Fund	Revenues	\$	36,023,604	\$	-	\$	36,023,604
	Expenditures		103,407,412		3,601,600		107,009,012
	Net Change	\$	(67,383,808)	\$	(3,601,600)	\$	(70,985,408)
Golf Course Fund	Revenues	\$	5,069,391	\$	480,000	\$	5,549,391
	Expenditures		5,179,784		480,000		5,659,784
	Net Change	\$	(110,393)	\$	-	\$	(110,393)
Community Center Fund	Revenues	\$	9,632,771	\$	1,278,000	\$	10,910,771
	Expenditures		11,836,777		1,306,000		13,142,777
	Net Change	\$	(2,204,006)	\$	(28,000)	\$	(2,232,006)
Fleet Services Fund	Revenues	\$	7,806,130	\$	327,319	\$	8,133,449
	Expenditures		14,356,412		327,319		14,683,731
	Net Change	\$	(6,550,282)	\$	-	\$	(6,550,282)
Total	Revenues	\$	215,550,608	\$	3,457,757	\$	219,008,365
	Expenditures		330,211,599		4,271,821		334,483,420
	Net Change	\$	(114,660,991)	\$	(814,064)	\$	(115,475,055)

**Section 2. Compliance.** The Third Amendment to the Fiscal Year 2024 Budget, as adopted, complies with Article IX of the Town Charter, and the total authorized expenditures and provisions for contingencies do not exceed the total estimated revenues available for appropriation.

**Section 3. 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 4. Safety Clause.** The Town Council finds and declares that this Ordinance is adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024, by the Town Council of the Town of Castle Rock by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to Content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Trish Muller, CPA, Finance Director



**Town of Castle Rock**  
**Third Amendment to the 2024 Budget**  
**Requests for Supplemental Appropriations**

**GENERAL FUND - 110**
**REVENUES**

110-2100-330.70-00	Intergovernmental - Douglas Cnty School Distr The Police Department requests supplemental appropriation of funds to be reimbursed by World Compass Academy per the agreement that was approved by Council for costs associated with a School Resource Officer vehicle.	\$ 76,869
110-2100-330.70-00	Intergovernmental - Douglas Cnty School Distr The Police Department requests supplemental appropriation of funds to be reimbursed by Aspen View Academy per the agreement that was approved by Council for costs associated with a School Resource Officer vehicle.	76,869
<b>TOTAL GENERAL FUND REVENUES</b>		<b>\$ 153,738</b>

**EXPENDITURES**

110-2140-421.91-80	Transfers Out - Fleet Fund The Police Department requests supplemental appropriation of funds to be reimbursed by World Compass Academy per the agreement that was approved by Council for costs associated with a School Resource Officer vehicle.	76,869
110-2140-421.91-80	Transfers Out - Fleet Fund The Police Department requests supplemental appropriation of funds to be reimbursed by Aspen View Academy per the agreement that was approved by Council for costs associated with a School Resource Officer vehicle.	76,869
<b>TOTAL GENERAL FUND EXPENDITURES</b>		<b>\$ 153,738</b>

**TABOR Fund - 113**
**REVENUES**

113-0000-391.30-45	Transfers In - From Police Capital Fund Transfer in from PD Capital for a one-time expense TABOR incurred in 2023 related to the PD Basement Remodel	\$ 545,000
<b>TOTAL TABOR FUND REVENUES</b>		<b>\$ 545,000</b>

**TRANSPORTATION FUND - 120**
**EXPENDITURES**

120-3120-431.30-70	Services & Other - Oth Professional Services Transportation requests supplemental appropriation in the Transportation Planning & Traffic Engineering division to fund purchase orders from 2023 that were not included in BA1	\$ 422,555
<b>TOTAL TRANSPORTATION FUND EXPENDITURES</b>		<b>\$ 422,555</b>

**Town of Castle Rock**  
**Third Amendment to the 2024 Budget**  
**Requests for Supplemental Appropriations**

**CONSERVATION TRUST FUND - 122**

**REVENUES**

122-5410-330.40-00	Intergovernmental - Open Space Shareback The Parks and Recreation Department requests to recognize Intergovernmental revenue in the Conservation Trust Fund to align the budget with a planned Douglas County Shareback request to be presented to DC Parks Advisory Board in early October.	\$ 2,673,700
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**TOTAL CONSERVATION TRUST FUND REVENUES \$ 2,673,700**

**EXPENDITURES**

122-5475-454.75-18	Capital - Various P&R Improvements The Parks and Recreation Department requests a supplemental appropriation for additional funds needed to complete the Centennial Park project.	\$ 135,000
122-5490-454.91-20	Transfers Out - Park Capital Fund The Parks and Recreation Department requests a reduction in the transfer out into Parks Capital due to part of the inter-fund loan being paid back early in 2023.	(2,000,000)

**TOTAL CONSERVATION TRUST FUND EXPENDITURES \$ (1,865,000)**

**DOWNTOWN DEVELOPMENT AUTH. TIF FUND - 126**

**EXPENDITURES**

126-6400-464.78-22	Capital - Downtown Improvements Reducing budget to capacity line item, due to decrease in anticipated revenue.	(699,391)
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**TOTAL DOWNTOWN DEVELOPMENT AUTH. TIF FUND EXPENDITURES \$ (699,391)**

**PARKS & RECREATION CAPITAL FUND - 130**

**REVENUES**

130-5275-391.30-15	Transfers In - From Conservation Trust The Parks and Recreation Department requests to reduce the revenue recognized into the Parks Capital fund due to part of the loan being paid back early in 2023.	\$ (2,000,000)
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**TOTAL PARKS & RECREATION CAPITAL FUND REVENUES \$ (2,000,000)**

**POLICE CAPITAL FUND - 133**

**EXPENDITURES**

133-2190-421.91-12	Transfers Out - TABOR Fund Transfer out to TABOR for a one time expense TABOR incurred in 2023 related to the PD Basement Remodel.	\$ 545,000
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**TOTAL POLICE CAPITAL FUND EXPENDITURES \$ 545,000**

**Town of Castle Rock**  
**Third Amendment to the 2024 Budget**  
**Requests for Supplemental Appropriations**

**WATER RESOURCES FUND - 211**

**EXPENDITURES**

211-4340-443.30-70	Services & Other - Oth Professional Services Castle Rock Water is requesting supplemental appropriation to allow CRW to continue WISE water offers through the end of 2024 to provide the Town with additional renewable water supplies.	\$ 2,097,600
211-4345-443.40-38	Services & Other - Repair & Maint-Pipelines Castle Rock Water is requesting supplemental appropriation for the Prairie Hawk PRV project and emergency pipeline repair work.	642,000
211-4330-443.81-10	Services & Other - Conservation Rebates Castle Rock Water is requesting supplemental appropriation to fund additional expenses due to the success of the ColoradoScape rebate program for residents and commercial (HOA) customers.	455,000
211-4340-443.30-50	Services & Other - Legal Services Castle Rock Water is requesting supplemental appropriation for water rights legal firm due to unanticipated expenses associated with the opposition to Rangeview's water court application which went to trial in July, other water court filings (i.e. Deer Creek and Meadow Ditch water rights), and assistance with agreement review and development with other entities.	407,000
<b>TOTAL WATER RESOURCES FUND EXPENDITURES</b>		<b>\$ 3,601,600</b>

**GOLF COURSE FUND - 214**

**REVENUES**

214-5300-341.XX-XX	Golf - Charges for Services The Parks and Recreation Department is requesting supplemental appropriation for Green Fees, Advance Booking Fees, Driving Range Fees, and Concession sales in the Golf Fund. This increase is due to higher than projected use of the Golf Course, and Pro-Shop sales.	\$ 480,000
<b>TOTAL GOLF COURSE FUND REVENUES</b>		<b>\$ 480,000</b>

**EXPENDITURES**

214-53XX-453.10-XX (Multiple Account Codes)	Golf Personnel The Parks and Recreation Department is requesting supplemental appropriation in the Golf Personnel budget for Seasonal and Regular staff in the Operations, Food & Beverage and Facility Maintenance Divisions. This increase aligns the expenditure budget with projected expense due to increased use of the Golf Course, and is offset with a projected increase in revenue.	\$ 180,000
214-5320-453.62-20	Supplies - Concession Merchandise The Parks and Recreation Department is requesting supplemental appropriation in the Concession Merchandise budget in the Golf Food & Beverage division. This increase aligns the expenditure budget with projected expense due to increased sale of pro-shop merchandise at the Golf Course, and is offset with a projected increase in revenue.	150,000
214-5330-453.61-20	Supplies - Operating Supplies The Parks and Recreation Department is requesting supplemental appropriation in the Operating Supplies budget in the Golf Facility Maintenance division. This increase aligns the expenditure budget with projected expense due to increased maintenance needs at the Golf Course, and is offset with a projected increase in revenue.	150,000
<b>TOTAL GOLF COURSE FUND EXPENDITURES</b>		<b>\$ 480,000</b>

**Town of Castle Rock**  
**Third Amendment to the 2024 Budget**  
**Requests for Supplemental Appropriations**

**COMMUNITY CENTER FUND - 216**

**REVENUES**

216-51XX-341.66-00 <i>(Multiple Account Codes)</i>	Community Center - Charges for Service - Programs The Parks and Recreation Department is requesting supplemental appropriation for additional revenue associated with the Aquatics, Athletics, Birthday programs, Cultural Arts, and Youth divisions due to higher than projected participation in these programs.	\$ 1,104,000
216-5111-341.64-00	Charges for Service - Facility Rental The Parks and Recreation Department is requesting supplemental appropriation for additional revenue associated with the Special Events division due to increased facility rentals.	122,000
216-5165-341.66-00	Cantril - Charges for Services The Parks and Recreation Department is requesting supplemental appropriation for additional revenue associated with Cantril operations.	52,000
<b>TOTAL COMMUNITY CENTER FUND REVENUES</b>		<b>\$ 1,278,000</b>

**EXPENDITURES**

216-51XX-451.10-20 <i>(Multiple Account Codes)</i>	Community Center Personnel - Part-time The Parks and Recreation Department is requesting supplemental appropriation for part-time personnel in the Cultural Arts, Fitness, Operations, Special Programs, Therapeutic Recreation and Youth divisions within the Department. This increase aligns the expenditure budget with projected expense due to increased participation in programs, and is offset with a projected increase in revenue.	\$ 993,000
216-5125-451.XX-XX <i>(Multiple Account Codes)</i>	Community Center Aquatics - Repair & Maintenance The Parks and Recreation Department is requesting supplemental appropriation for Repair & Maintenance in the Aquatics division at the Recreation Center due to increased repair costs for the building, equipment and pumps, and is offset with a projected increase in revenue.	125,000
216-5165-451.XX-XX <i>(Multiple Account Codes)</i>	Cantril Operations The Parks and Recreation Department is requesting supplemental appropriation for Cantril Operations. The budget has been corrected in future years.	101,000
216-51XX-451.61-20 <i>(Multiple Account Codes)</i>	Community Center - Operating Supplies The Parks and Recreation Department is requesting supplemental appropriation for supplies in the Operations and Youth divisions within the Department. This increase aligns the expenditure budget with actual expenses, and is offset with a projected increase in revenue.	87,000
<b>TOTAL COMMUNITY CENTER FUND EXPENDITURES</b>		<b>\$ 1,306,000</b>

**Town of Castle Rock**  
**Third Amendment to the 2024 Budget**  
**Requests for Supplemental Appropriations**

**FLEET SERVICES FUND - 221**

**REVENUES**

221-8100-391.30-05	Transfers In - Trans From General Fund The Fleet Division is requesting supplemental appropriation to increase revenue from Douglas County School District for SRO vehicles.	\$ 150,450
221-8100-342.60-00	Charges for Service - Vehicle Repair-Mtn The Fleet Division is requesting supplemental appropriation to increase their budget for charges for service budget. Fleet is receiving more funds than budgeted in this account code due to increased price of Parts.	100,000
221-8100-391.30-05	Transfers In - Trans From General Fund The Fleet Division is requesting supplemental appropriation to increase revenue for a vehicle for Aspen View.	76,869
<b>TOTAL FLEET SERVICES FUND REVENUES</b>		<b>\$ 327,319</b>

**EXPENDITURES**

221-8100-481.70-40	Capital - Vehicles The Fleet Division is requesting supplemental appropriation to increase their vehicles budget for two additional vehicles for Police which is funded with a grant by Douglas County School District.	\$ 150,450
221-8100-481.61-22	Supplies - Parts The Fleet Division is requesting additional funds for their Parts budget. Parts are ordered to repair and maintain Town vehicles and the cost is reimbursed to Fleet through their repair and maintenance revenue account, the revenue budget is being increased to offset this.	100,000
221-8100-481.70-40	Capital - Vehicles The Fleet Division is requesting supplemental appropriation to increase their vehicles budget for one additional vehicle, which is funded by Aspen View	76,869
<b>TOTAL FLEET SERVICES FUND EXPENDITURES</b>		<b>\$ 327,319</b>

**REVENUES ALL FUNDS**

**\$ 3,457,757**

**EXPENDITURES ALL FUNDS**

**\$ 4,271,821**



## ESTIMATED ENDING FUNDS AVAILABLE FOR 2024\*

*Information presented on a  
Budgetary Basis*

		2023 Preliminary Actual	2024 Amended Budget	2024 Budget Revisions	2024 Amended Budget
<b>General Fund</b>	Revenues	\$ 81,244,095	\$ 99,068,228	\$ 153,738	\$ 99,221,966
	Expenditures	86,275,961	108,345,250	153,738	108,498,988
	Net Change	(5,031,866)	(9,277,022)	-	(9,277,022)
<b>Estimated Ending Funds Available</b>		<b>33,279,212</b>	<b>24,002,190</b>	<b>-</b>	<b>24,002,190</b>
Designations & Reservations:					
Contractual Reserve			300,000	-	300,000
Revenue Stabilization Reserve			2,022,401	-	2,022,401
Catastrophic Events Reserve			1,407,100	-	1,407,100
Capital Reserve			4,027,430	-	4,027,430
Opportunity/Economic Dev. Reserve			1,948,717	-	1,948,717
TABOR Reserve			2,451,193	-	2,451,193
<b>Total Designations &amp; Reservations</b>			<b>12,156,841</b>	<b>-</b>	<b>12,156,841</b>
<b>Unobligated Reserves</b>			<b>11,845,349</b>	<b>-</b>	<b>11,845,349</b>
<b>TABOR Fund</b>	Revenues	\$ 14	\$ 457,123	\$ 545,000	\$ 1,002,123
	Expenditures	2,267,985	6,497,471	-	6,497,471
	Net Change	(2,267,971)	(6,040,348)	545,000	(5,495,348)
<b>Estimated Ending Funds Available</b>		<b>5,954,346</b>	<b>(86,002)</b>	<b>545,000</b>	<b>458,998</b>
Committed for Fund Purpose			(86,002)	545,000	458,998
<b>Total Designations &amp; Reservations</b>			<b>(86,002)</b>	<b>545,000</b>	<b>458,998</b>
<b>Unobligated Reserves</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Transportation Fund</b>	Revenues	\$ 30,958,930	\$ 40,997,842	\$ -	\$ 40,997,842
	Expenditures	34,335,533	48,522,665	422,555	48,945,220
	Net Change	(3,376,603)	(7,524,823)	(422,555)	(7,947,378)
<b>Estimated Ending Funds Available</b>		<b>16,746,783</b>	<b>9,221,960</b>	<b>(422,555)</b>	<b>8,799,405</b>
Designations & Reservations:					
Revenue Stabilization Reserve			455,162	-	455,162
Catastrophic Events Reserve			1,837,897	-	1,837,897
<b>Total Designations &amp; Reservations</b>			<b>2,293,059</b>	<b>-</b>	<b>2,293,059</b>
<b>Unobligated Reserves</b>			<b>6,928,901</b>	<b>(422,555)</b>	<b>6,506,346</b>
<b>Conservation Trust Fund</b>	Revenues	\$ 1,678,366	\$ 1,902,823	\$ 2,673,700	\$ 4,576,523
	Expenditures	6,997,753	5,346,233	(1,865,000)	3,481,233
	Net Change	(5,319,387)	(3,443,410)	4,538,700	1,095,290
<b>Estimated Ending Funds Available</b>		<b>1,562,053</b>	<b>(1,881,357)</b>	<b>4,538,700</b>	<b>2,657,343</b>
Committed for Fund Purpose			(1,881,357)	4,538,700	2,657,343
<b>Unobligated Reserves</b>			<b>-</b>	<b>-</b>	<b>-</b>

ESTIMATED ENDING FUNDS AVAILABLE FOR 2024*						
<i>Information presented on a Budgetary Basis</i>		2023		2024	2024	2024
		Preliminary		Amended	Budget	Amended
		Actual		Budget	Revisions	Budget
<b>Downtown Development Auth. TIF Fund</b>	Revenues	\$ 3,701,273	\$	4,341,837	\$ -	\$ 4,341,837
	Expenditures	3,697,046		7,559,209	(699,391)	6,859,818
	Net Change	4,227		(3,217,372)	699,391	(2,517,981)
<b>Estimated Ending Funds Available</b>		<b>2,688,869</b>		<b>(528,503)</b>	699,391	<b>170,888</b>
Committed for Fund Purpose				(528,503)	699,391	170,888
<b>Total Designations &amp; Reservations</b>				<b>(528,503)</b>	<b>699,391</b>	<b>170,888</b>
<b>Unobligated Reserves</b>				-	-	-
<b>Parks &amp; Recreation Capital Fund</b>	Revenues	\$ 7,459,874	\$	9,248,963	\$ (2,000,000)	\$ 7,248,963
	Expenditures	4,108,610		17,480,009	-	17,480,009
	Net Change	3,351,264		(8,231,046)	(2,000,000)	(10,231,046)
<b>Estimated Ending Funds Available</b>		<b>15,920,714</b>		<b>7,689,668</b>	<b>(2,000,000)</b>	<b>5,689,668</b>
Committed for Fund Purpose				7,689,668	(2,000,000)	5,689,668
<b>Total Designations &amp; Reservations</b>				<b>7,689,668</b>	<b>(2,000,000)</b>	<b>5,689,668</b>
<b>Unobligated Reserves</b>				-	-	-
<b>Police Capital Fund</b>	Revenues	\$ 1,408,469	\$	455,509	\$ -	\$ 455,509
	Expenditures	831,214		284,633	545,000	829,633
	Net Change	577,255		170,876	(545,000)	(374,124)
<b>Estimated Ending Funds Available</b>		<b>1,075,280</b>		<b>1,246,156</b>	<b>(545,000)</b>	<b>701,156</b>
Committed for Fund Purpose				1,246,156	(545,000)	701,156
<b>Unobligated Reserves</b>				-	-	-

ESTIMATED ENDING FUNDS AVAILABLE FOR 2024*						
<i>Information presented on a Budgetary Basis</i>		2023	2024	2024	2024	
		Preliminary	Amended	Budget	Amended	
		Actual	Budget	Revisions	Budget	
<b>Water Resources Fund</b>	Revenues	\$ 33,868,782	\$ 36,023,604	\$ -	\$ 36,023,604	
	Expenditures	42,485,365	103,407,412	3,601,600	107,009,012	
	Net Change	(8,616,583)	(67,383,808)	(3,601,600)	(70,985,408)	
<b>Estimated Ending Funds Available</b>		<b>96,470,206</b>	<b>29,086,398</b>	<b>(3,601,600)</b>	<b>25,484,798</b>	
Designations & Reservations:						
Operating Designations			2,213,078	-	2,213,078	
Capital Reserve			22,426,404	(3,601,600)	18,824,804	
Reserve for Catastrophic Failure			4,446,916	-	4,446,916	
<b>Total Designations &amp; Reservations</b>			<b>29,086,398</b>	<b>(3,601,600)</b>	<b>25,484,798</b>	
<b>Unobligated Reserves</b>			-	-	-	
<b>Golf Course Fund</b>	Revenues	\$ 4,629,580	\$ 5,069,391	\$ 480,000	\$ 5,549,391	
	Expenditures	4,098,698	5,179,784	480,000	5,659,784	
	Net Change	530,882	(110,393)	-	(110,393)	
<b>Estimated Ending Funds Available</b>		<b>2,735,227</b>	<b>2,624,834</b>	-	<b>2,624,834</b>	
Designations & Reservations:						
Revenue Stabilization Reserve			1,739,430	-	1,739,430	
Capital Reserve			384,589	-	384,589	
Debt Service Reserve			500,815	-	500,815	
<b>Total Designations &amp; Reservations</b>			<b>2,624,834</b>	-	<b>2,624,834</b>	
<b>Unobligated Reserves</b>			-	-	-	
<b>Community Center Fund</b>	Revenues	\$ 11,539,003	\$ 9,632,771	\$ 1,278,000	\$ 10,910,771	
	Expenditures	11,291,701	11,836,777	1,306,000	13,142,777	
	Net Change	247,302	(2,204,006)	(28,000)	(2,232,006)	
<b>Estimated Ending Funds Available</b>		<b>2,738,540</b>	<b>534,534</b>	<b>(28,000)</b>	<b>506,534</b>	
Designations & Reservations:						
Revenue Stabilization Reserve			98,400	-	98,400	
Capital Replacement Reserve			436,134	(28,000)	408,134	
<b>Total Designations &amp; Reservations</b>			<b>534,534</b>	<b>(28,000)</b>	<b>506,534</b>	
<b>Unobligated Reserves</b>			-	-	-	

ESTIMATED ENDING FUNDS AVAILABLE FOR 2024*					
<i>Information presented on a Budgetary Basis</i>		2023 Preliminary Actual	2024 Amended Budget	2024 Budget Revisions	2024 Amended Budget
<b>Fleet Services Fund</b>	Revenues	\$ 7,788,561	\$ 7,806,130	\$ 327,319	\$ 8,133,449
	Expenditures	4,407,850	14,356,412	327,319	14,683,731
	Net Change	3,380,711	(6,550,282)	-	(6,550,282)
<b>Estimated Ending Funds Available</b>		<b>12,495,953</b>	<b>5,945,671</b>	-	<b>5,945,671</b>
Committed for Fund Purpose			5,945,671	-	5,945,671
<b>Total Designations &amp; Reservations</b>			<b>5,945,671</b>	-	<b>5,945,671</b>
<b>Unobligated Reserves</b>			-	-	-
<b>Total All Funds</b>	Revenues	\$ 185,575,456	\$ 215,550,608	\$ 3,457,757	\$ 219,008,365
	Expenditures	201,575,772	330,211,599	4,271,821	334,483,420
	Net Change	(16,000,316)	(114,660,991)	(814,064)	(115,475,055)
<b>Estimated Ending Funds Available</b>		<b>\$ 199,490,942</b>	<b>\$ 84,829,951</b>	<b>\$ (814,064)</b>	<b>\$ 84,015,887</b>
<b>Total Designations &amp; Reservations</b>			\$ 47,330,867	\$ (7,623,300)	\$ 39,707,567
<b>Total Committed for Fund Purpose</b>			12,385,633	3,238,091	15,623,724
<b>Total Unobligated Fund Balance</b>			25,113,451	3,571,145	28,684,596
<b>Estimated Ending Funds Available</b>			<b>\$ 84,829,951</b>	<b>\$ (814,064)</b>	<b>\$ 84,015,887</b>
*Not all Town funds are represented, only funds that reflect changes resulting from budget amendment items.					

# 2024 BUDGET THIRD AMENDMENT

OCTOBER 15, 2024



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# 2024 BUDGET THIRD AMENDMENT OVERVIEW

## WHAT IS THE REASON FOR THIS 2024 BUDGET AMENDMENT?

- To request funding for additional needs, largely related to Water and Parks projects
- Funds have been verified to be available and appropriate to be used for these recommended projects and initiatives

## BUDGET AMENDMENT SUMMARY

- Total increase to 2024 budgeted revenues: \$3,457,757
- Total increase to 2024 budgeted expenditures: \$4,271,821

# 2024 BUDGET THIRD AMENDMENT OVERVIEW

- The number of budget amendments varies by year depending on needs and opportunities that arise
- Additional budget amendments will be brought to Council as needed

		Revenue	Supplemental Appropriations
2019	Carryforward Amendment	\$ -	\$ 73,338,429
	1st Amendment	6,629,396	14,703,782
	2nd Amendment	993,356	8,974,651
	3rd Amendment	875,000	2,030,000
2020	Carryforward Amendment	\$ -	\$ 55,320,649
	1st Amendment	2,272,651	14,118,583
	2nd Amendment	5,479,352	9,782,105
	3rd Amendment	30,470,990	20,716,258
2021	Carryforward Amendment	\$ -	\$ 49,824,231
	1st Amendment	125,000	5,720,437
	2nd Amendment	2,386,282	1,301,727
	3rd Amendment	-	4,919,933
2022	Carryforward Amendment	\$ -	\$ 37,308,413
	1st Amendment	36,122,836	36,674,688
	2nd Amendment	20,437,317	19,128,116
	3rd Amendment	3,828,740	12,844,306
	4th Amendment	3,048,711	12,626,501
2023	Carryforward Amendment	\$ -	\$ 84,357,215
	1st Amendment	167,880	5,902,635
	2nd Amendment	165,795,674	191,637,745
	3rd Amendment	2,700,944	6,115,138
	4th Amendment	4,616,807	4,815,784
2024	Carryforward Amendment	\$ -	\$ 91,124,553
	1st Amendment	164,029,503	176,602,796
	2nd Amendment	445,888	12,825,188
	3rd Amendment	3,457,757	4,271,821



# 2024 BUDGET THIRD AMENDMENT OVERVIEW



## CASTLE ROCK WATER

See Attachment B for full supplemental appropriation list

### Supplemental Requests Include:

- |  |             |
|--|-------------|
| • Continue WISE water offers through 2024 with additional renewable water supplies                     | \$2,097,600 |
| • Prairie Hawk Pressure Relief Valve project and emergency pipeline repair                             | 642,000     |
| • Additional funding for the ColoradoScape rebate program for residents and commercial (HOA) customers | 407,000     |

# 2024 BUDGET THIRD AMENDMENT OVERVIEW



## PARKS & RECREATION

See Attachment B for full supplemental appropriation list

### Golf Course

Supplemental Revenue Requests Include:

Increases due to higher than projected use of the golf course and increased pro-shop sales:

• Personnel costs	\$180,000
• Concession / Merchandise	150,000
• Operating supplies	150,000

Offset by increased revenues in the amount of \$480,000



# 2024 BUDGET THIRD AMENDMENT OVERVIEW



## PARKS & RECREATION

See Attachment B for full supplemental appropriation list

Community Center

Supplemental Revenue Requests Include:

Increases due to higher than projected use of the program offerings, special event expenses and Cantril operations:

• Personnel costs	\$993,000
• Repairs and maintenance	125,000
• Cantril operations and supplies	188,000

Offset by increased revenues in the amount of \$1,278,000



# QUESTIONS?



“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).”



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 22. **File #:** RES 2024-106

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

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

**From:** Jeff Brauer, Director of Parks and Recreation

**Resolution Approving a Construction Contract Between the Town of Castle Rock and L.E.R., Inc. d/b/a Renner Sports Surfaces for the Centennial Park Court Replacement Project** *[Location: 22 N. Gilbert Street]*

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### **Executive Summary**

The purpose of this Resolution is to seek Town Council approval of a Construction Contract with L.E.R., Inc. dba Renner Sports Surfaces, in the amount of \$513,000 for the Centennial Park Court Replacement Project plus a Town-managed contingency of \$51,300 for a total authorization of \$564,300. This project was identified as a priority in the Town of Castle Rock's approved 2024-2028 Capital Improvement Plan and adopted budget. Renner will construct three new regulation-sized, post tensioned tennis courts and one post-tensioned basketball court. The project will commence fall 2024 and be completed in 2025 for summer use.

### **Discussion**

Centennial Park, the town's oldest park, was acquired in the 1970s and features Burgess Pool, an athletic field, a playground, picnic areas, tennis and basketball courts and open space.

Over the years, the 10-acre site has seen multiple improvements, including the replacement of the playground, reconstruction of Burgess Pool and the pool house and upgrades to the athletic field as part of Craig and Gould streetscape and drainage enhancements. The tennis and basketball courts remain the only area of the park that has not been updated. Now approximately 40 years old, these courts have sustained significant deterioration. A plastic tile installed in the 1990s to extend the life of the courts has reached the end of its lifespan as well.

The Town prioritized public input to guide the vision for the court replacement project. An extensive community outreach effort was undertaken that included mailed and online surveys, a dedicated webpage, public open houses and interactive booths at events. Over six weeks, residents provided input on park use, court conditions and proposed improvements. Key findings included strong support (9.3/10) for replacing court surfaces and adding shade and seating. The feedback shaped the renovation plan (Attachment A).

The pathways adjacent to the courts were also identified in the Town of Castle Rock ADA Transition Plan as requiring significant accessibility improvements. This project will address the walkways to ensure they meet accessibility requirements and will add two ADA van parking stalls to the lot at Castle Rock Baptist Church for shared public/private use.

While Renner Sports Surfaces will complete the installation of the new courts, on-call contractor SaBell's Civil and Landscape will provide the additional services of site demolition, material removal, geotechnical testing, erosion control, irrigation modifications, retaining wall placement, concrete work, landscaping installation and parking lot mill and overlay to maximize available Parks and Recreation Department funding mechanisms/budgets. SaBell's will also add a new seat wall and two shade shelters with benches and trash receptacles for the tennis courts. Town Council will consider an additional resolution on Oct. 15, 2024 to approve an amended on-call services agreement with SaBell's for the purposes of obtaining this assistance for the Centennial Park Court Replacement Project.

### **Budget Impact**

An Invitation to Bid was posted to the Rocky Mountain E-purchasing System in August 2024 for new court construction, and Renner Sports Surfaces provided the low responsive bid:

<b>General Contractor:</b>	<b>Bid Amount</b>
L.E.R., Inc. dba Renner Sports Surfaces	\$513,000.00
Sport Court of the Rockies	\$537,230.00

This project has been budgeted and the base bid/contract amount and the Town-managed contingency will be charged to the Parks and Recreation Conservation Trust Fund, Account Number 122-5475-454.75-18.

<b>Cost/vendor</b>	<b>Amount</b>
Renner Sports Surfaces	\$513,000
Town-managed contingency	\$51,300
<i>Total authorization</i>	<i>\$564,300</i>

### **Staff Recommendation**

Staff recommends approving the resolution as introduced by title.

### **Proposed Motion**

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

### **Alternate Motions**

*"I move to approve the Resolution as introduced by title with the following changes \_\_\_\_\_"*

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**Item #: 22. File #: RES 2024-106**

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*"I move to continue this item to a future Town Council agenda on \_\_\_\_\_date to allow additional time to (list information needed)."*

**Attachments**

**Resolution**

**Construction Contract**

**Attachment A - Conceptual Master Plan**



**RESOLUTION NO. 2024-106**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT  
BETWEEN THE TOWN OF CASTLE ROCK AND L.E.R. INC. d/b/a  
RENNER SPORTS SURFACES FOR THE CENTENNIAL PARK COURT  
REPLACEMENT PROJECT**

**WHEREAS**, the Town of Castle Rock, Colorado (the “Town”) has determined that L.E.R. Inc. d/b/a Renner Sports Surfaces (the “Contractor”) is best suited to provide construction services for the Centennial Park Court Replacement Project (the “Project”); and

**WHEREAS**, subject to Town Council’s approval, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide construction services for the Project (the “Agreement”); and

**WHEREAS**, Town Staff recommends Town Council approve the Agreement with the Contractor.

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

**Section 1. 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 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 an amount not to exceed \$513,000.00, plus a Town-managed construction contingency in the amount of \$51,300.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, including the construction contingency, is \$564,300.00.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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Lisa Anderson, Town Clerk

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Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

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Michael J. Hyman, Town Attorney

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Jeff Brauer, Director of Parks & Recreation

**TOWN OF CASTLE ROCK  
 CONSTRUCTION CONTRACT  
 (Centennial Park Court Replacement Project – Parks & Recreation)**

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**THIS CONSTRUCTION CONTRACT** (“Contract”) is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104, and **L.E.R. INC. d/b/a RENNER SPORTS SURFACES**, a Colorado corporation, 2775 W. 7<sup>th</sup> Avenue, Denver, Colorado 80204 (“Contractor”).

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

**SCOPE OF WORK.** The Contractor shall execute the entire scope of work described in the Contract (“Work”).

**CONTRACT.** The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

**LIST OF CONTRACT DOCUMENTS**

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions, attached as ***Exhibit 1***
5. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:
 

<b>Number</b>	<b>Date</b>
1	08/23/2024
2	08/27/2024
3	08/28/2024
7. Special Conditions of the Contract: N/A
8. The following Specifications: Definition of Bid Items
9. The following Drawings/Reports: 2024-09-05 Centennial 90\_CD Set
10. Notice of Award;
11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds; and
17. Insurance Certificates.

**CONTRACT PRICE.** The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay **\$513,000.00** (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and

conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as **Exhibit 2**. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal to or in excess of the Contract Price for this work.

**COMPLETION OF WORK.** The Contractor must begin work covered by the Contract no later than ten (10) calendar days from the date of the Notice to Proceed, and must complete work by **June 13, 2025**, according to the General Conditions.

**LIQUIDATED DAMAGES.** If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of **\$500.00** for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

**SERVICE OF NOTICES.** Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK  
 Town Attorney  
 100 N. Wilcox Street  
 Castle Rock, CO 80104

With a copy to: [Legal@crgov.com](mailto:Legal@crgov.com)

**INSURANCE PROVISIONS.** The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as **Exhibit 3**.*

**RESPONSIBILITY FOR DAMAGE CLAIMS.** See Article VI of the General Conditions.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

**STATUS OF CONTRACTOR.** The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the

Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

**THIRD PARTY BENEFICIARIES.** None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

**INTEGRATION.** This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

**DEFINITIONS.** The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

**AMERICANS WITH DISABILITIES ACT.** Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act, the Architectural Barriers Act, and the Colorado Anti-Discrimination Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this 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-compliance deliverable, work, service or equipment into compliance.

**NO DISCRIMINATION IN EMPLOYMENT.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this 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.

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

**ADVERTISING AND PUBLIC DISCLOSURE.** Contractor shall not include any reference to this 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.

**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.

**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.

**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.

**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.

**ATTACHED EXHIBITS:**

EXHIBIT 1 – TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS

EXHIBIT 2 – CONTRACTOR'S BID

EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Executed this 15th day of October, 2024.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Kaitlin Parker, Assistant Town Attorney

\_\_\_\_\_  
Jeff Brauer, Director of Parks & Recreation

**CONTRACTOR – L.E.R. INC. d/b/a RENNER SPORTS SURFACES:**

By:

AW  
(Signature)

Andrew Walsh  
(Print Name)

Its:

General Manager  
(Title)

## EXHIBIT 1

### TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS

**SCOPE:** Since the General Conditions are general, some conditions may not apply to a particular Project.

#### **Article 1--DEFINITIONS AND ABBREVIATIONS**

- 1.1 Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:
  - 1.1.1 **Addenda:** Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
  - 1.1.2 **Alternate Bid:** An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
  - 1.1.3 **Bid:** The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
  - 1.1.4 **Bid Forms:** The Bid Proposal, Bid Bond, Bid Schedule, Bidder's Qualifications and Data, Bidder's Officials Data, Non-Collusion Affidavit of Prime Bidder, and Subcontractors and Related Data.
  - 1.1.5 **Bidder:** The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
  - 1.1.6 **Bidding Documents:** The Invitation to Bid, Bid Forms, Information and Instructions to Bidders, Specifications, Drawings, Sample Forms, Special and General Conditions and Addenda (if any).
  - 1.1.7 **Bonds:** Bid Bonds, Performance, and Labor and Material Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
  - 1.1.8 **Change Order:** A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.
  - 1.1.9 **Town:** The Town of Castle Rock, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
  - 1.1.10 **Completion Date:** The date the Contract specifies the Work is to be completed.
  - 1.1.11 **Contract:** The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.

- 1.1.12 **Contract Coordinator:** The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.
- 1.1.13 **Contract Documents:** All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Town Project Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Invitation to Bid, Notice of Award, Notice of Construction Completion, Notice to Proceed, Notice of Substantial Completion, Performance and Labor and Material Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications.
- 1.1.14 **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.1.15 **Contract Time:** The number of days stated in the Contract for the completion of the Project.
- 1.1.16 **Contractor:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project.
- 1.1.17 **Drawings:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.1.18 **Date of Contract:** The execution date in the Agreement for a Construction Contract.
- 1.1.19 **Day:** In computing time in these Regulations, the time shall be computed by excluding the first and including the last day. If, however, the last day is a Saturday, Sunday or legal holiday, it shall be excluded and the time prescribed or allowed shall conclude on the next business day.
- 1.1.20 **Field Order:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction based on an emergent need and for no more than 5% of the Project Contingency, so long as within the Project Manager's signing authority. Field Orders shall be routed for appropriate Town-wide signatures within thirty days of execution of such Field Order for formal incorporation into the Contract.
- 1.1.21 **Inspector:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.22 **Notice of Award:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.1.23 **Notice of Construction Completion:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.1.24 **Notice of Final Acceptance:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.

- 1.1.25 **Notice to Proceed:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.
- 1.1.26 **Notice of Substantial Completion:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.1.27 **Owner.** The Town; see 1.1.9.
- 1.1.28 **Project:** The undertaking to be performed as provided in the Contract.
- 1.1.29 **Project Manager:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.1.30 **Shop Drawings:** All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.1.31 **Special Conditions:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.1.32 **Specifications:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.
- 1.1.33 **Subcontractor:** Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.
- 1.1.34 **Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.1.35 **Surety:** The entity which is bound with and for the Contractor for the Performance of the Work and for the Labor and Material Bond.
- 1.1.36 **Unit Price:** An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.37 **Work:** The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.2 **Abbreviations:** When the following abbreviations appear in the documents, they are defined as follows:
- |        |  |
|--------|--|
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI    | American Concrete Institute  |
| AISC   | American Institute of Steel Construction                           |



ANSI	American National Standards Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
EPA	Environmental Protection Agency
MUTCD	Manual on Uniform Traffic Control Devices
OSHA	Occupational Safety & Health Administration
WW-P	Federal Specifications Prefix

## **Article 2--PRELIMINARY MATTERS**

- 2.1 **Notice to Proceed:** Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract.
- 2.2 **Contractor's Understanding:** The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.
- 2.3 **Contractor's Warranty:** The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction plant, personnel, and its ability to complete the Project within the allotted time.
- 2.4 **Contractor's License and Permits:** Sabell's Civil and Landscape, LLC is anticipated to be responsible for applying for, and obtaining all Town, County, State and/or Federal licenses and permits required for the Project. To the extent any Town, County, State and/or Federal licenses and permits are required for the Work to be performed under this Contract and which are not obtained by Sabell's Civil and Landscape, LLC, Contractor (or if applicable its Subcontractors) shall be responsible for applying for, and obtaining all Town, County, State and/or Federal licenses and permits required to do the Work. Contractor will not be required to pay for Town permits, with the exception of the Temporary Erosion and Sediment Control (TESC) permit if applicable. If a TESC permit is required to be obtained by Contractor or Subcontractor, all TESC permit fees must be paid by Contractor or Subcontractor as a condition to issuance of such TESC Permit.
- 2.5 **Schedules, Reports, and Records**
- 2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute a Critical Path Method schedule (CPM), or bar graph

type schedule. The Special Conditions will state when a CPM network schedule is required.

- 2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.
- 2.6 **Contractor's Address:** The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.
- 2.7 **Notification of Utility Owners**
  - 2.0.0 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
  - 2.0.1 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
  - 2.0.2 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
  - 2.0.3 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.
- 2.8 **Department of Revenue Forms**
  - 2.0.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
  - 2.0.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project:
    - a. Federal Tax Exemption Number: 84-6000640
    - b. State of Colorado Tax Exemption Number: 98-05820-0000

### **Article 3--DRAWINGS AND SPECIFICATIONS**

#### **3.1 Intent of Drawings and Specifications**

- 3.0.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.
- 3.0.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.
- 3.0.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.
- 3.0.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.
- 3.0.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words **approved, acceptable or satisfactory** shall refer to approval by the Project Manager.
- 3.0.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.
- 3.2 **Copies of Drawings and Specifications Furnished:** The Project Manager will furnish to the Contractor, free of charge, four copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.
- 3.3 **Discrepancies in Drawings:** Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any Work done by the Contractor after discovery of such discrepancies, errors or omissions is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.
- 3.4 **Dimensions:** Figured dimensions shall govern over scaled dimensions.
- 3.5 **Drawings and Specifications at Job Site:** The Contractor shall keep one complete set of all Drawings and Specifications at the job-site, available to the Project Manager or the Manager's representative at all times.
- 3.6 **Shop Drawings**
  - 3.6.1 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.

- 3.6.2 The Contractor shall submit for approval four reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.
- 3.6.3 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.
- 3.7 **Record Documents:** The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.
- 3.8 **Differing Site Conditions**
  - 3.8.1 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:
    - 3.8.1.1 Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or
    - 3.8.1.2 Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
  - 3.8.2 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 11 of these General Conditions.
    - 3.8.2.1 No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.
    - 3.8.2.2 No claim will be allowed under this Article if Final Payment has been made.

### 3.9 Surveys

- 3.9.1 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

## **Article 4--AVAILABILITY OF RIGHT-OF-WAY**

### 4.1 Acquisition of Right-of-Way

- 4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.

- 4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

- 4.2 **Access to Right-of-Way:** The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

- 4.3 **State Highway Right-of-Way:** If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT) the Town shall obtain the necessary permits from CDOT to perform such Work. Town, at its option may assign the responsibility to Contractor to obtain the necessary permits from CDOT to perform such Work. The Contractor shall conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeding, if necessary, at the completion of the Project.

- 4.4 **Temporary Storage Facilities:** The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

## **Article 5--BONDS AND INSURANCE**

- 5.1 **Performance Bond and Labor and Material Payment Bond:** The Contractor shall, within ten days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Labor and Material Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of



attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

## 5.2 Insurance

5.0.6 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.

5.2.2 Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5.2.2.1. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

## 5.3 Insurance Requirements

5.3.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VII or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- 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.

- 5.3.2 **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit 3**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.
- 5.3.3 **Additional Insureds:** For Commercial General Liability, Automobile Liability, Contractors Pollution Liability (if required) and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.
- 5.3.4 **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the Town its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.
- 5.3.5 **Subcontractors and Subconsultants:** All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Automobile Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the Town.
- 5.3.6 **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 5.3.7 **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.
- 5.3.8 **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to

all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

- 5.3.9 **Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The Town, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the Town.
- 5.3.10 **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.
- 5.3.11 **Additional Provisions:**
- 5.3.11.1 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the Town, whichever is earlier
- 5.3.11.2 Contractor shall advise the Town in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

## **Article 6—INDEMNIFICATION**

- 6.1 **Responsibility for Damage Claims:** The Contractor shall indemnify and save harmless the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when

the Contractor produces satisfactory evidence that it and the Town are adequately protected by public liability and property damage insurance.

- 6.1.1 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Castle Rock, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.2 Nothing in the **INSURANCE PROVISIONS** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.
- 6.1.3 This indemnification obligation shall survive the expiration or termination of this Contract.
- 6.1.4 In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, punitive, or exemplary damages under this Contract or arising under any legal theory sounding in contract, tort, equity, or otherwise.

## **Article 7--CONTRACTOR'S RESPONSIBILITIES**

### **7.1 Control of the Work**

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.
- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

### **7.2 General Use of Subcontractors**

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.
- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.
- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.

- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

### 7.3 **Materials and Equipment Furnished by the Contractor**

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
- 7.3.4 The Contractor shall furnish the Project Manager, for the Manager's approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.
- 7.3.5 The Contractor shall give the Project Manager three copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 **Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time.** The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

### 7.4 **Patents and Copyrights**

- 7.4.1 The Contractor shall provide a suitable legal agreement with the patentee giving the Contractor the right to use any design, device, material, or process covered by letters patent or copyright, in the construction of the Project when the use has not been specified or required by the Drawings and Specifications. The Contractor shall file a copy of this agreement with the Town, if requested. The Contractor and the Surety shall indemnify, defend and save harmless the Town from all claims for infringements on patented design,



devices, material, process or any trademark or copyright during the prosecution or after the completion of the Project.

- 7.4.2 If any design, device, material, process or product of a particular manufacturer covered by letters patent or copyright is specified for use by the Drawings and Specifications, the Town is responsible for any claims for infringement by reason of the use of such design, device, material, process or product of a particular manufacturer; but the Contractor shall pay any royalties or license fees required.

## 7.5 Existing Utilities

- 7.5.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.
- 7.5.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

## 7.6 Coordination with Utilities Departments

- 7.6.1 The Contractor shall always coordinate its Work with the Town of Castle Rock Utilities Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.
- 7.6.2 All water from Town owned utilities required for the Project will be provided at the Contractor's expense.

## 7.7 Laws and Ordinances

- 7.7.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.
- 7.7.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work, to the extent any such permits and licenses are required and are not obtained by Sabell's Civil and Landscape, LLC.
- 7.7.3 IT IS UNLAWFUL AND UNETHICAL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE, OR FOR ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION OR PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST, INFLUENCING THE CONTENT OF

ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY PROGRAM REQUIREMENT OR A CONTRACT OR SUBCONTRACT, OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.

- 7.7.4 IT IS UNLAWFUL AND UNETHICAL FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OF ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

## 7.8 **Protection of Persons**

- 7.8.1 The Contractor is responsible for the health and safety of each and every person on or at the Work site. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.
- 7.8.2 Contractor shall prepare and implement a safety program complying with all of the requirements in this Section. Prior to the start of construction, Contractor shall provide the safety program to the Project Manager.
- 7.8.3 Prior to the start of construction, the Contractor shall provide the Project Manager with a statement signed by the Contractor's Superintendent that all Contractor Personnel have been or will be briefed on the Contractor's safety program prior to being allowed on the Work site.
- 7.8.4 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Castle Rock, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.
- 7.8.5 The Town shall have the right at any time to request a safety compliance review of the Contractor's and its Subcontractor's safety policies, practices, and procedures. The Contractor shall provide to the Project Manager a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within twenty-four (24) hours after it is received. The Contractor shall also provide the Project Manager a copy of any Contractor replies to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Contractor's responsibilities for safety of the Work site.

- 7.8.6 The Contractor shall provide written notice of any report of injury on the Work site to the Project Manager within forty-eight (48) hours after Contractor becomes aware of same. In addition, the Contractor shall provide verbal notice of the injury to the Project Manager immediately following the report of the injury. Contractor shall thereafter provide a copy of any investigation into the injury and a written statement of resolution of the injury, which should include but is not limited to, the cause of the injury and remediation steps the Contractor will take to prevent another similar injury.
- 7.8.7 The Contractor shall employ at the Work site a responsible qualified person whose duties shall include the protection of persons and property and the administration of the Contractor's safety program. This person must have safety training, a working knowledge of safety requirements, and experience administering safety programs. The Contractor shall provide the Project Manager with this person's name prior to the start of construction.
- 7.8.8 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.
- 7.8.9 The Contractor shall provide all necessary protective devices and safety precautions. Such devices and precautions may include but are not limited to: posting of danger signs warning against hazards such as, but not limited to, hoists, well holes, elevator hatchways, scaffolding, openings, stairways, trip and fall hazards and falling materials; placement of warning flares; equipment back-up alarms; installation of barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered to be an adequate substitute for physical protective barriers. The costs of all protective devices and the planning and implementing of safety precautions are considered to be included in the Contract Amount.
- 7.8.10 This Section shall be interpreted in its broadest sense for the protection of persons and property, and no act or omission to act by the Town, its officers, employees or agents, or by any consultant shall relieve the Contractor of its obligations and duties hereunder.
- 7.9 Protection of Property**
- 7.9.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.
- 7.9.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.
- 7.10 Protection of Historical Sites:** When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the

Contractor shall temporarily discontinue the operations, and immediately advise the Project Manager. The Project Manager will contact archeological authorities to determine the disposition of the items in question. When directed, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and remove them for delivery to the custody of the proper authorities. Such excavation is considered, and paid for, as extra Work.

## **7.11 Responsibility to Repair**

7.11.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.

7.11.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.

7.11.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

## **7.12 Traffic Control**

7.12.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two-way traffic shall be maintained at all times in public roadways. At least 7 days before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan for review from the Public Works Department, with a copy to the Police Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Director.

7.12.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Director.

7.12.3 Whenever a police officer is necessary for traffic control, the Contractor shall hire and pay a uniformed off-duty police officer with authority in the Town to direct traffic. The police department will determine the rate of pay for the officers.

- 7.12.4 The Contractor shall make its Traffic Control plans in concurrence with the Town requirements.

**7.13 Sanitary Regulations**

- 7.13.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.
- 7.13.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.
- 7.13.3 At convenient places, the Contractor shall provide fly-proof outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted in any reservoir area and shall not be permitted where they may pollute a water supply.

**7.14 Pollution Control**

- 7.14.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract whether on right-of-way provided by the Town or elsewhere.
- 7.14.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Non-regulated solid wastes shall be disposed of by methods approved under applicable laws and regulations, including, the Resource Conservation and Recovery Act (RCRA), Subtitle D, as administered by Colorado and local Health Departments and the EPA. Contaminated and hazardous materials are regulated by RCRA, Subtitles C and D. The Contractor shall notify the Colorado Department of Health, local Health Departments, and Town Fire Departments if suspect materials are encountered.
- 7.14.3 The Contractor shall utilize methods and devices that are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants including dust in its construction activities and operation of equipment.
- 7.14.4 **The Contractor shall not emit dust into the atmosphere during any operations, including but not limited to:** grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.
- 7.14.5 The Contractor may not operate equipment and vehicles with excessive emission of exhaust gases due to improper mechanical adjustments, or other inefficient operating conditions, until repairs or adjustments are made.



- 7.14.6 Burning trash, rubbish, trees, brush or other combustible construction materials is not permitted.
- 7.14.7 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means. Excavated materials may not be deposited or stored in or alongside lakes or water courses where they can be washed away by high water or storm runoff.
- 7.14.8 The Contractor may not allow waste water from aggregate processing, concrete batching or other construction operations to enter lakes, streams, water courses or other surface waters without turbidity control methods such as settling ponds, gravel-filter entrapment dikes, approved flocculation processes that are not harmful to fish, recirculation systems for washing of aggregates or other approved methods. Any waste waters discharged into surface waters shall conform to applicable discharge standards of the Colorado Department of Health and the Federal Government.

#### **7.15 Cleaning Up and Restoration**

- 7.15.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.
- 7.15.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.
- 7.15.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

#### **Article 8--OTHER WORK**

- 8.1 The Town reserves the right to award other Contracts in connection with the Project. The Contractor shall cooperate with and afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall coordinate its Work with theirs.

#### **Article 9--TOWN'S RESPONSIBILITIES**

- 9.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

#### **Article 10--PROJECT MANAGER'S RESPONSIBILITIES**

- 10.1 The Project Manager is designated by the Town to exercise all authority on its behalf under the Contract and to see that the Project is completed according to its terms and conditions. The Project Manager may assume exclusive control of the performance of the Contractor whenever such performance is located in or upon the Town's property. The Project Manager will furnish all

explanations, directions, stakes or markers, and inspections necessary to carry out and complete the Project.

## 10.2 **Lines and Grades**

10.2.1 The Contractor shall survey and stake as needed to complete project. Contractor assumes full responsibility for construction according to the established lines and grades.

10.2.2 The Contractor shall preserve all stakes, bench marks, and any other survey points. If they are destroyed by the Contractor or its employees, the Contractor shall pay for their replacement.

## 10.3 **Inspection**

10.3.1 Contractor shall be responsible for coordinating with and obtaining third-party testing through SaBell's Civil and Landscape, LLC's third-party inspector. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.

10.3.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.

10.3.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by someone other than the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.

10.3.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.

10.3.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

## 10.4 **Stop Work Order**

10.4.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:

- X Unsuitable weather;
- X Faulty workmanship;
- X Improper superintendence;

- X Contractor's failure to carry out orders or to perform any provision of the Contract;
- X Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
- X Work being carried on in an unsafe manner.

10.4.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.

10.4.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

## 10.5 Disputes

10.5.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten days after their receipt.

10.5.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

## **Article 11--CHANGES**

### 11.1 General

11.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

11.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:

- X In the Specifications (including Drawings and designs);
- X In the method or manner of the performance of the Work;
- X In facilities, equipment, materials, services or site furnished by the Town; or
- X Directing acceleration in the performance of the Work.

11.1.3 Any other written order or verbal order (which terms as used in this Article shall include direction, instruction, interpretation or determination) from the Project Manager, which causes the change, will be treated as a Change Order under this Article, provided that the Contractor gives the Project Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

- 11.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.
- 11.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.
- 11.1.6 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.
- 11.2 **Compliance with §24-91-103.6:** Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to **exceed** the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work, or unless such work is covered under a remedy-granting provision contained in the Contract. For any form of modification or directive by the Town requiring additional compensable work to be performed, the Town will reimburse the Contractor for the Contractor's costs on a periodic basis, as those terms are defined in the Contract, for all additional directed work performed until a contract modification is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed.
- 11.3 **Field Orders:** The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.
- 11.4 **Change Orders**
- 11.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by Change Order or by other appropriate written authorization.
- 11.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:
- X Unit Prices submitted in the Bid Schedule;
  - X Negotiated Unit Prices; and
  - X Negotiated lump sum.
- 11.5 **Extras and Force Account Work**
- 11.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not

susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.

- 11.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 11.5.3, shall be used.
- 11.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 11.5.4, 11.5.5 and 11.5.6. The allowance for overhead and profit will be according to the following schedule:

**ACTUAL NECESSARY COST ALLOWANCE:**

Labor	10 percent
Materials	10 percent
Equipment	5 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 11.5.4, 11.5.5 and 11.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 11.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.



- 11.5.5 **Materials:** The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 11.5.6 **Equipment:** The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.5.4.

Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

- 11.5.7 **Equipment on the Work:** The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.

- 11.5.8 **Eliminating Items:** The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

## **Article 12--CONTRACT TIME**

### **12.1 General**

- 12.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten days from and including the

date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

- 12.1.2 The capacity of the Contractor's construction plant and force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

## 12.2 Delays

- 12.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

- 12.2.2 **Non-excusable delay** is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- X Late submittal of Shop Drawings;
- X Late procurement of materials or equipment;
- X Insufficient personnel;
- X Unqualified personnel;
- X Inadequate coordination of Subcontractors or other contractors;
- X Subcontractor delays;
- X Late response to Town and Project Manager inquiries; or
- X Construction not conforming to contract requirements making repeated re-working necessary.

- 12.2.3 **Excusable delay** is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

- 12.2.4 **Compensable delay** is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town-caused delays are:

- X Late approval of Shop Drawings and samples;
- X Delays in answers to field inquiries by the Contractor;
- X Interference with the Contractor during construction;
- X Town-caused schedule changes;
- X Design changes; or
- X Interference by other contractor's or the Town's forces.

- 12.2.5 Failure to Prosecute Work. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence.

## 12.3 Failure to Complete Work on Time--Liquidated Damages

- 12.3.1 The Town may permit the Contractor to proceed if the Contractor fails to complete the Work on or before the original date set forth for or on or before the corrected. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.
- 12.3.2 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.
- 12.3.3 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

**Article 13--WARRANTY AND GUARANTEE: SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS**

**13.1 Warranty and Guarantees**

- 13.1.1 The Contractor and its Surety are jointly responsible for maintenance and satisfactory operation of Work performed under the Contract for a period of one year following the Notice of Construction Completion or until warranty work is fully satisfied. They are responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety are liable for any failure resulting from the Town's neglect or improper operation of facilities or the act of a third party.
- 13.1.2 The obligations of 13.1.1 shall survive termination of the Contract under the provisions of Article 15.

**13.2 Samples and Testing**

- 13.2.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager and Sabell's Civil and Landscape, LLC in collecting and forwarding required samples.
- 13.2.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.

- 13.2.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager and Sabell's Civil and Landscape, LLC in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.
- 13.2.4 The Contractor will pay the cost of the initial test except when the Contract states otherwise. The Contractor will pay the costs for repeated tests due to failure of the initial test.

### 13.3 Access to Work

- 13.3.1 The Project Manager and the Manager's representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.
- 13.3.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.
- 13.3.3 The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

### 13.4 Defective Work and Materials

- 13.4.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.
- 13.4.2 If the Contractor fails to replace rejected materials or Work within ten days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.
- 13.4.3 For purposes of this Agreement, Defective Work and Materials may include, but is not limited to, the following: Ponding water on the courts shall be considered Defective Work and or Materials under this Agreement and will not be accepted. Contractor shall perform a ponding test prior to surfacing to confirm that the courts do not have areas of ponding water. Should ponding water occur, Contractor shall correct the surface prior to performing the final surface coating.

## **Article 14--PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.1 General

- 14.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.
- 14.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.
- 14.2 **Determination of Amounts and Quantities:** The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 13.3. The method of measurement of the Contract Bid Items will be as specified in the Special Conditions.
- 14.3 **Variations in Estimated Quantities**
- 14.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.
- 14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.
- 14.4 **Monthly Estimates--Partial Payments**
- 14.4.1 The Contractor shall prepare monthly partial estimates (monthly estimates) for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly estimates before progress payments will be made. The format of the monthly estimates will be related to the format of the Bid Proposal.
- 14.4.2 14.0.7 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the total amount earned as indicated in the monthly estimate until the Project is substantially completed, provided, however, that at any time after the value of the completed Work equals or exceeds fifty percent of the face value of the Contract, the Town shall, if it finds that satisfactory progress is being made, retain the amount previously withheld but make the remaining partial payments in full. At no time may the amount retained exceed five percent of the total Contract Price.
- 14.4.3 Intentionally deleted.
- 14.4.4 If the Town finds that satisfactory progress is being made in all phases of the Contract, it may, upon written request by the Contractor, authorize payment from the withheld



percentage. Before such payment is made, the Town shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any Surety furnishing Bonds for the Contract. The Contractor shall make partial payments of the amount due to each of its Subcontractors in the same manner as the Town is required to pay the Contractor under this Article, providing that the Subcontractor is satisfactorily performing under its Contract with the Contractor.

14.4.5 Monthly estimates may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly estimate, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.

14.4.6 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:

14.4.6.1 Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;

14.4.6.2 Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;

14.4.6.3 A reasonable doubt that the Contract can be completed for the balance then unpaid;

- \* Evidence of damage to another Contractor or private property;
- \* Uncorrected defective Work or guarantees that have not been met;
- \* Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
- \* Persistent failure to carry out the Work according to the Contract; or
- \* Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

14.4.7 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

#### 14.5 **Escrow Contract in Lieu of Retainage**

14.5.1 When sums are withheld to assure satisfactory performance of any contract exceeding fifty thousand dollars, the Contractor may withdraw the whole or any portion of the withheld sums if the Contractor deposits acceptable securities with the Director of Finance to negotiate the acceptable securities and to receive the payments due the Town pursuant to law or the terms of the Contract. To the extent there are excess funds resulting from negotiation, the balance shall be returned to the Contractor. Acceptable securities which

are deposited shall have a market value at least equal in value to the amount withdrawn at all times. If at any time the Town determines that the market value of the acceptable securities deposited has fallen below the amount withdrawn, the Director of Finance shall give notice to the Contractor, who shall deposit additional acceptable securities in an amount sufficient to re-establish a total deposit of securities equal in value to the amount withdrawn.

- 14.5.2 The Town may enter into an escrow contract or agreement with any national bank, state bank, trust company or savings and loan association located in this state and designated by the Contractor, after notice to the Surety, to provide an escrow agent for the custodial care and servicing of any obligations deposited with it pursuant to §24-91-106, C.R.S., as amended. Such services shall include the safekeeping of the obligations and the rendering of all services required to effectuate the purpose of §24-91-106 and §38-26-107, C.R.S., as amended.
- 14.5.3 The Town or any national bank, state bank, trust company or savings and loan association located in the state and designated by the Contractor to serve as custodian for the obligations pursuant to §24-91-106, C.R.S., as amended, shall collect all interest and income when due on the obligations deposited and shall pay them, when and as collected, to the Contractor who deposited the obligations. If the deposit is in the form of coupon Bonds the escrow agent shall deliver each coupon, as it matures, to the Contractor. The Contractor may not charge any expense incurred for this service to the Town.
- 14.5.4 Any amount deducted by the Town, pursuant to law or the terms of a Contract, from the retained payments otherwise due to the Contractor, will be deducted first from that portion of the retained payments for which no obligation has been substituted and then from the proceeds of any deposited obligation, in which case, the Contractor is entitled to receive the interest, coupons or income only from those obligations which remain on deposit after such amount has been deducted.
- 14.5.5 Provided that the Subcontractor has performed under its Contract with the Contractor, the Contractor shall disburse to each Subcontractor all retained payments and interest disbursed to the Contractor by the Town, in proportion to the respective amounts of retained payments, if any, which the Contractor has withheld from its Subcontractors.
- 14.5.6 The provisions of this Article do not apply if a part of the Contract Price is to be paid with funds from the federal government or from some other source and if the federal government or such other source has inconsistent requirements concerning retention or payment of funds applicable to the Contract.
- 14.5.7 If it becomes necessary for the Town to take over the completion of any Contract, all of the amount owed the Contractor, including the withheld percentage, shall first be applied toward the cost of completion of the Contract and any liquidated damages. Any balance remaining in the retained percentage shall be payable to the Contractor or the Contractor's creditors. Such retained percentage, as may be due any Contractor, shall be due and payable at the expiration of thirty days from the date of the Town Project Final Acceptance.
- 14.6 **Town's Right to Accept Portion of the Project:** The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

- 14.7 **Substantial Completion:** When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Completion for the Project, or the date set in the Notice of Construction Completion for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.
- 14.8 **Construction Completion:** When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within five days after such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Completion. Notices of Construction Completion issued orally or without proper Town authorization are void.
- 14.9 **Claims Against the Contractor**
- 14.9.1 Intentionally deleted.
- 14.9.2 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.
- 14.10 **Final Payment--Pursuant to Section 38-26-107, C.R.S., as Amended**
- 14.10.1 After the Notice of Construction Completion is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainage, may be made.
- 14.10.2 If any Subcontractor or Supplier files a claim before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.

- 14.10.3 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.
- 14.10.4 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

## **Article 15--CONTRACT TERMINATION**

- 15.1 **Town's Right to Terminate Contract for Convenience:** The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.
- 15.2 **Town's Right to Terminate Contract for Default:** Project Manager, with the approval of the Town and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.
- 15.3 **Contractor's Right to Terminate Contract**
- 15.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.
- 15.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.
- 15.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

## **Article 16--EQUAL OPPORTUNITY**

16.1 **General:** During the performance of the Contract, the Contractor agrees as follows:

16.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

16.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

## **Article 17--AUDIT**

### **17.1 Records and Reports**

17.1.1 The Contractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the Contract in which the Work is completed.

17.1.2 The Subcontractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the subcontract.

### **17.2 Access**

17.2.1 The Contractor shall permit the Town and the Town's accountants to have access as stated in Article 13.3 and to the records kept per Article 17.2 for the purpose of making such financial audits, or verifications as the Town deems necessary or appropriate concerning the Contractor's performance under the Contract.

## **Article 18--MISCELLANEOUS**

18.1 **Reservation of Right to Bar Persons from the Work and Site:** The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

18.2 **Provisions Construed as to Fair Meaning.** The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

18.3 **Headings for Convenience:** All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of the Contract.

18.4 18.1 **No Implied Representations:** No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Contract.

18.5 **Financial Obligations of Town:** All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.



- 18.6 **Assignment/transference:** The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.
- 18.7 **Amendments.** The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.
- 18.8 **Waiver.** No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.
- 18.9 **Governing Law.** The Contract is governed and to be construed according to the laws of the State of Colorado.
- 18.10 **Binding Contract.** The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 18.11 **Colorado Labor Preference.** In accordance with the requirements of the Colorado Labor on Public Works Act, Section 8-17-101, *et seq.*, C.R.S., Contractor shall ensure that Colorado labor shall be employed to perform at least 80% of the work. It shall be the sole responsibility of Contractor to ensure that all Subcontractors comply with this requirement.

#### **Article 19—DAVIS-BACON AND RELATED ACT PROVISIONS**

- 19.1 **Applicability.** This section is applicable to each contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 of 29 C.F.R.
- 19.2 **Minimum Wages.**
- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4) of 29 C.F.R. Laborers or mechanics performing work in

more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program,

Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

- 19.3 **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

19.4 **Payrolls and basic records.**

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually

identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of

funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 19.5 Apprentices and trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the



- corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 19.6 **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 19.7 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 19.8 **Compliance with Davis–Bacon and Related Act requirements.** All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 19.9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 19.10 **Certificate of eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 19.11 **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 19.12 **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged

or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

- 19.13 **Other.** Contractor shall comply with all applicable HUD forms which can be found at <http://www.hudclips.org/cgi/index.cgi>. The Forms applicable to this contract may include HUD-254, HUD-4010, HUD-5370, HUD-5370-EZ, and HUD-5370-C.

## **Article 20—CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 20.1 **Applicability.** The clauses in this Article apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- 20.2 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 20.3 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 20.2 of this Article the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 20.2 of this Article, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 20.2 of this Article.
- 20.4 **Withholding for unpaid wages and liquidated damages.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 20.5 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 20.1-20.5 of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 20.1-20.5 of this Article.

- 20.6 **Other.** In addition to the clauses contained in Article 20, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1 of 29 C.R.F, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the contracting agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## EXHIBIT 2

### CONTRACTOR'S BID/SCOPE/FEE SCHEDULE

The Work to be performed by Contractor under this Agreement shall consist of and include, but is not necessarily limited to, the following: replacement of three existing asphalt tennis courts and one asphalt basketball court at Centennial Park, with improvements to include two ADA van parking stalls, ADA pathways and walk connections, three new post-tensioned tennis courts, one post-tensioned basketball court, and a new seat wall with two block-out areas for two shade shelters with benches and trash receptacles. The scope of Work to be performed by Contractor under this Agreement is further described below:

#### SCOPE OF WORK

Construction of new post-tensioned concrete courts located at 22 Gilbert Drive. The Property is owned by The Town of Castle Rock. The construction currently includes post-tensioned tennis and basketball courts with associated surfacing over existing asphalt courts and compacted soil. Contractor is also responsible for installing and engineering a 10' height, black court fence which shall include gates on the east and west side of courts and shall include top, mid and bottom rails, see plan exhibits for additional information. Fences shall be engineered for windscreen

Alternates to be provided:

- Upgraded engineering and materials for fencing to accommodate sound screening along the western side.
- 6mm cushioned court surfacing system on northernmost tennis court only
- Mateflex (or approved equal) court cushioning tile on northernmost tennis court only
- Vapor Barrier

The construction services for this work shall include but not be limited to:

- Coordinating all construction activities with Town's On-Call concrete contractor, Sabells
- Design and Layout of PT Courts and fencing with gates.
- Manage all construction activities
- Site surveying, survey shall tie into Sabell's benchmark
- Reviewing geotechnical report from Sabells and coordinating additional testing as needed
- Coordinate and schedule all materials testing with Sabell's third party tester
- Traffic control (pedestrian and vehicular)
- Coordinate all deliveries to minimize disturbance to surrounding residents.
- Create a safe and secure work environment for both the public as well as the individuals working on-site.
- Provide and maintain their own concrete wash out
- Provide winter weather protection
- Attend the weekly Owner and Contractor (OC) meetings at designated time that will be established at the pre-construction meeting after contract award.
- Provide shop drawing and engineering of the courts and any associated product data and submittal (surfacing and accessories)
  - Stamped engineering is required to be done by a Colorado Licensed Professional Engineer
- Manage and maintain up to date drawings and record of changes.
- Coordinate all work as to create a flow and most efficient way for productivity.
- Work closely with Town departments/utility companies and agencies as needed
- Coordinate with Sabells, Project manager and TESC consultant
- Extreme caution shall be taken not to damage items that are called to be protected (trees/landscaping) and left in place.
- Coordinate with Sabells to provide Final Grade Certifications, or Improvement Location Certificate (ILC)

**BASE BID SCHEDULE - Centennial Park Court Renovation**Bidder Name: LER Inc. dba Renner Sports Surfaces

1. Contractor to submit bids for all items, failure to do so will render bid non-responsive.
2. If no bid item existing for a portion of the work or item, include the costs in a related bid item.
3. Contractor to provide a bid for a fully constructed project.
4. In case of error in summation, the total of the corrected bid amount governs.
5. Contractor to provide supplemental bid pricing for any ADDS & DEDUCTS to the project during construction.

#	Item Description	Qty	Unit	Unit Price	Extension
<b>BASE BID ITEMS</b>					
01	Project Start-up / Mobilization / General Conditions	1	LS	Lump Sum	<u>8,000.00</u>
02	Construction Survey and Staking	1	LS	Lump Sum	<u>2,000.00</u>
03	Traffic Control	1	LS	Allowance	<u>\$1,000.00</u>
04	3 Post Tensioned Tennis Courts	1	LS	Lump Sum	<u>390,000.00</u>
05	Post Tensioned Basketball Court	1	LS	Lump Sum	<u>112,000.00</u>
				<b>TOTAL BASE BID:</b>	<u>513,000.00</u>

**SUPPLEMENTAL SCHEDULE OF UNIT PRICES**

These unit prices are for addition and deletion of bid items by the Owner. The Unit Cost is to be for each item installed and completely finished. Contractor shall determine their own quantities. These items listed are not to be construed as all inclusive. Any item not included should be added and described under Additional Items. Contractor is responsible for all items shown on plans and described in the specifications. The bid is to be lump sum. Unit Costs are to be used for quantity changes of 25% or less.

ITEM	UNIT	UNIT COST
Post Tensioned Concrete Sport Courts	SF	\$ 1.00
10' Ht. Black Chainlink fence (top, mid, and bottom rail) Engineered for Windscreen	LF	\$ 152.00
Single Gate, 4' wide	EA	\$ 1400.00
Colored Court Surfacing	SF	\$ 1.25
Tennis Court Equipment (refer to definition of bid items)	LS	\$ 1,000.00
Basketball Court Equipment (refer to definition of bid items)	EA	\$ 5,500.00
Alternates:		
6mm cushioned PT Court surfacing	SF	\$ 10.25
Mateflex (or approved equal) Court Tiling	SF	\$ 8.30
10' Ht. Black Chainlink fence (top, mid, and bottom rail) Engineered for Soundscreen	LF	\$ 180.00
Vapor Barrier	SF	\$ .30
Additional Items (List):		
		\$
		\$
		\$

LER Inc.



## EXHIBIT 3

## CONTRACTOR'S CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/26/2024

<b>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.</b>	
<b>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).</b>	
<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No.):</b> 1-888-467-2378 <b>E-MAIL:</b> certificates@willis.com <b>ADDRESS:</b> certificates@willis.com
<b>INSURED</b> L.E.R., Inc. dba Renner Sports Surfaces 2775 W. 7th Ave Denver, CO 80204	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL Insurance America Inc <b>NAIC #</b> 24554 <b>INSURER B:</b> Travelers Property Casualty Company of Ame <b>25674</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

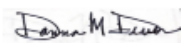
COVERAGES		CERTIFICATE NUMBER: W35022979		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO 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	ADDITIONAL INSURED	WARRANTY	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	US00010327LI24A	05/01/2024	05/01/2025
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED <input type="checkbox"/> SCHEDULED AUTOS AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY HIRED AUTOS ONLY	Y	Y	TC2JCAP-823K312A-TIL-24	05/01/2024	05/01/2025
						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00010615LI24A	05/01/2024	05/01/2025
						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	UB-8P793534-24-51-K	05/01/2024	05/01/2025
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation & Employer's Liability Work Comp - Per Statute	Y		UB-8P760619-24-51-R	05/01/2024	05/01/2025
						E.L. Each Accident \$1,000,000 E.L. Disease-Pol Int \$1,000,000 E.L. Disease-Each Emp \$1,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 09/18/2024 WITH ID: W34715267.

Re: Centennial Park

WC Policies:  
Policy # UB-8P793534-24-51-K - covers all other states.

CERTIFICATE HOLDER	CANCELLATION
Town of Castle Rock 1375 W. Plum Creek Parkway 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 

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ACORD 25 (2016/03)

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SR ID: 26485129

BATCH: 3635093

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_
**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED L.E.R., Inc. dba Renner Sports Surfaces 2775 W. 7th Ave Denver, CO 80204
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	
EFFECTIVE DATE: See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy # UB-8P760619-24-51-R - covers AE, MA, WI only.

Town of Castle Rock, its officers and employees are included as Additional Insureds on the General Liability and Automobile Liability policies, as respects to the liability arising out of ongoing and completed operations performed on the project specified in the construction contract for the period of time required within the contract.

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by the Additional Insureds, where required by written contract executed prior to loss and permitted by law.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Automobile Liability and Workers Compensation coverage where required by written contract subject to policy terms and conditions and as permitted by law.



## Conceptual Master Plan



Note: Master Plan is conceptual and subject to change. Improvements may be phased.



# **RESOLUTION APPROVING A CONSTRUCTION WITH L.E.R., INC. D/B/A RENNER SPORTS SURFACES FOR THE CENTENNIAL PARK COURT REPLACEMENT PROJECT**

PARKS AND RECREATION  
OCTOBER 15, 2024



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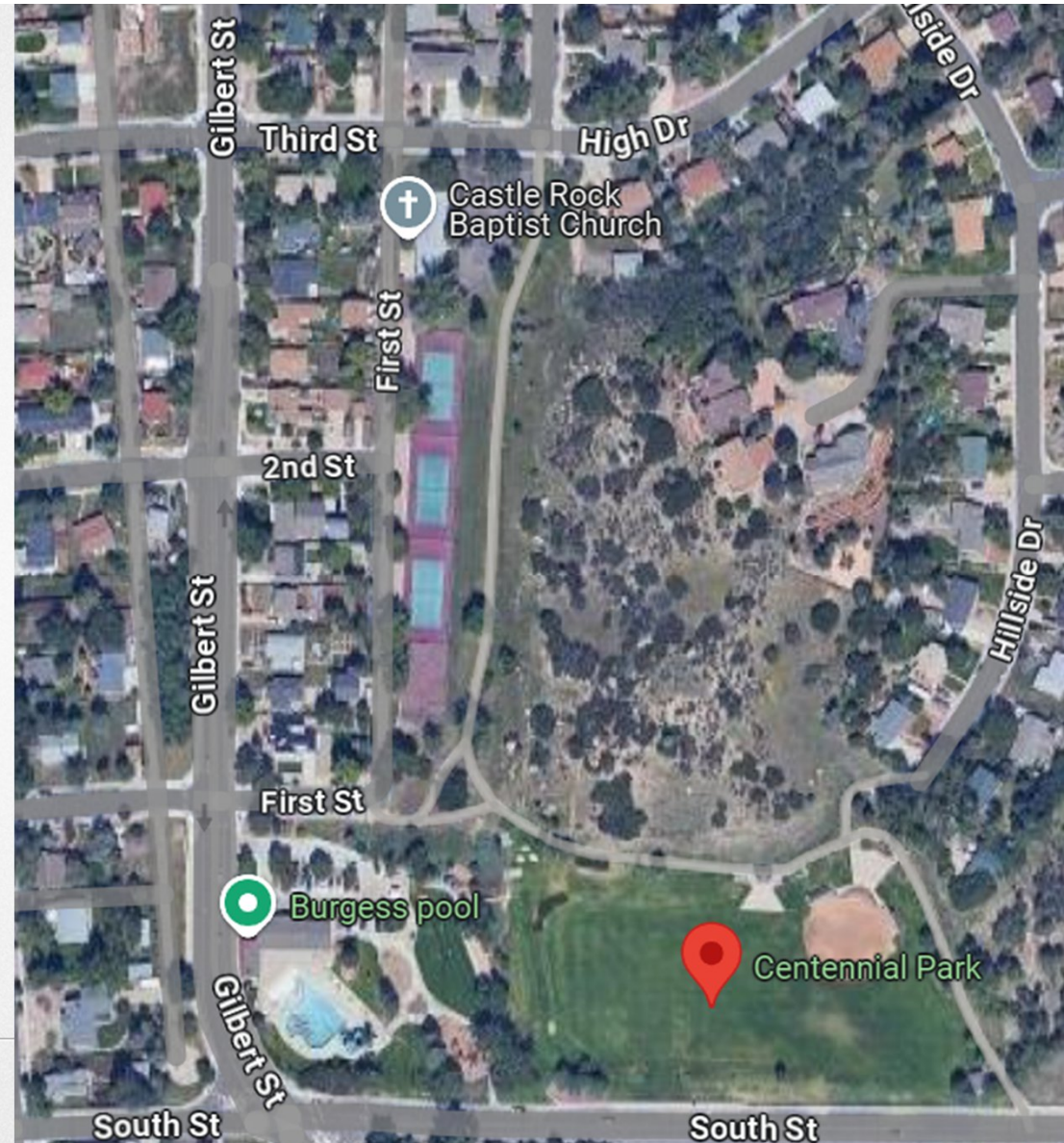
# PROJECT BACKGROUND

Centennial Park is the Town's oldest park and was acquired in the 1970s. It features Burgess Pool, an athletic field, a playground, picnic areas, tennis and basketball courts and open space.

Over the years, the 10-acre site has seen multiple improvements, including the replacement of the playground, reconstruction of Burgess Pool and the pool house and upgrades to the athletic field.

The tennis and basketball courts now require replacement and adjacent walkways require accessibility improvements.

**TOWN OF CASTLE ROCK**  
Excellence · Dedication · Service





# PUBLIC INPUT

The Town prioritized public input to guide the vision for the court replacement project. An extensive community outreach effort was undertaken that included mailed and online surveys, a dedicated webpage, public open houses and interactive booths at events.

Over six weeks, residents provided input on park use, court conditions and proposed improvements. Key findings included strong support (9.3/10) for replacing court surfaces and adding shade and seating.

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# MASTER PLAN

This project will:

- Construct three new regulation-sized, post tensioned tennis courts and one post-tensioned basketball court
- Address the walkways to ensure they meet accessibility requirements
- Add two ADA van parking stalls to the lot at Castle Rock Baptist Church for shared public/private use
- Add a seat wall and two shade shelters with benches and trash receptacles to the tennis courts

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# BUDGET IMPACT

An Invitation to Bid was posted to the Rocky Mountain E-purchasing System in August 2024 for new court construction, and Renner Sports Surfaces provided the low responsive bid.

Staff now request approval of a Construction Contract with L.E.R., Inc. dba Renner Sports Surfaces, in the amount of \$513,000 for the Centennial Park Court Replacement Project, plus a Town-managed contingency of \$51,300 for a total authorization of \$564,300.

Renner Sports Surfaces contract	\$513,000
Town-managed contingency	\$51,300
<i>Total authorization</i>	<i>\$564,300</i>

This project is identified as a priority in the Town of Castle Rock's approved 2024-2028 Capital Improvement Plan and adopted budget. The base bid/contract amount and the Town-managed contingency will be charged to the Parks and Recreation Conservation Trust Fund, Account Number 122-5475-454.75-18.



# NEXT STEPS

While Renner Sports Surfaces will complete the installation of the new courts, on-call contractor SaBell's Civil and Landscape will provide the additional services of site demolition, material removal, geotechnical testing, erosion control, irrigation modifications, retaining wall placement, concrete work, landscaping installation and parking lot mill and overlay to maximize available Parks and Recreation Department funding.

Accordingly, Town Council will consider an additional resolution this evening to approve an amended on-call services agreement with SaBell's for the purposes of obtaining this assistance for the Centennial Park Court Replacement Project.

Upon approvals, construction will commence fall 2024 and be completed for summer use in 2025.





# MOTIONS

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

or

"I move to approve the Resolution as introduced by title with the following changes  
\_\_\_\_\_"

or

"I move to continue this item to a future Town Council agenda on \_\_\_\_\_date to allow  
additional time to (list information needed)."





**THANK YOU**  
QUESTIONS?



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 23. **File #:** RES 2024-107

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

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

**From:** Jeff Brauer, Director of Parks and Recreation

**Resolution Approving the Fourth Amendment to the Town of Castle Rock Services Agreement with SaBell's Civil and Landscape, LLC, for Concrete Removal and Placement Services [Centennial Park Court Replacement Project]**

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### **Executive Summary**

The purpose of this Resolution is to seek Town Council approval of the Fourth Amendment to the Town of Castle Rock Services Agreement with SaBell's Civil and Landscape, LLC, for on-call concrete services. Approval is requested to increase the annual on-call contract for 2024 to assist with the demolition and renovation of the Centennial Park Court Replacement Project, as well as renew the existing annual agreement through the end of 2025.

### **Discussion**

The Parks and Recreation Department's utilization of an annual on-call services agreement with Sabell's Civil and Landscape has proven crucial for maintaining the quality and efficiency of operations. By contracting with a specialized company, the department ensures it has immediate access to expert civil and landscape services for various projects and maintenance needs, ranging from park improvements to landscaping repairs, allowing for faster response times, reducing delays in project completion and ensuring public spaces remain safe, functional, and visually appealing year-round. Overall, on-call agreements can help ensure cost-effective resource allocation and enhance operational flexibility and service quality.

The Town and SaBell's are currently parties to the Amendatory Agreement for on-call services (Exhibit A-4) and both parties wish to increase the total payment amount for the 2024 term due to the Centennial Park Court Replacement Project and extend the agreement through December 31, 2025. While Renner Sports Surfaces will complete the installation of the new tennis and basketball courts, SaBell's will provide the additional services of site demolition, material removal, geotechnical testing, erosion control, irrigation modifications, retaining wall placement, concrete work, landscaping installation and parking lot mill and overlay to maximize available Parks and Recreation Department funding mechanisms/budgets. SaBell's will also add a new seat wall and two shade shelters with benches and trash receptacles for the tennis courts.

### **Budget Impact**

This is an on-call contract based on unit cost provided by the Contractor as shown on the proposal (Exhibit B-4) within the Fourth Amendment to the Services Agreement.

Total expenses for 2024 shall not exceed \$1,144,275 unless authorized in writing by the Town. The request increase in 2024 is for the Centennial Park Court Replacement Project. SaBell's amended agreement will include:

Centennial Park Court Replacement Base Bid	\$585,705
10% Town-managed Contingency	\$58,570
Total Centennial Park Project with SaBell's	\$644,275
2024 Current On-Call	\$500,000
<b>2024 Budget Subtotal</b>	<b>\$1,144,275</b>

Expenses for 2024 Centennial Park Court Replacement project have been budgeted and will be expensed to Various P&R Improvements line item 122-5475-454.75-18 within the Conservation Trust Fund in the amount of \$585,705 plus a 10% Town-managed contingency.

Expenses for 2025 on-call services have been budgeted and will be expensed from multiple funds including the General Fund, Conservation Trust Fund and Lodging Tax Fund based on the type of services completed and projects that they relate to for a total not to exceed \$500,000 unless authorized in writing by the Town. The Parks and Recreation Department manages the cumulative annual contract billings through an internal tracking log to ensure that costs do not exceed the annual amount.

### **Staff Recommendation**

Staff recommends approving the resolution as introduced by title.

### **Proposed Motion**

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

### **Alternate Motions**

*"I move to approve the Resolution as introduced by title with the following changes \_\_\_\_\_"*

*"I move to continue this item to a future Town Council agenda on \_\_\_\_\_ date to allow additional time to (list information needed)."*

### **Attachments**

### **Resolution**

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**Item #: 23. File #: RES 2024-107**

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**Fourth Amendment to the Services Agreement**

**RESOLUTION NO. 2024-107**

**A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE  
TOWN OF CASTLE ROCK SERVICES AGREEMENT WITH SABELL'S  
CIVIL AND LANDSCAPE, LLC, FOR CONCRETE REMOVAL AND  
PLACEMENT SERVICES**

**WHEREAS**, the Town of Castle Rock, Colorado (the "Town") and SaBell's Civil and Landscape, LLC (the "Contractor"), are parties to the Town of Castle Rock Services Agreement (Concrete Removal and Placement Services) dated February 25, 2021 (the "Agreement"), to provide concrete removal and placement on-call services; and

**WHEREAS**, the Town and Contractor subsequently entered into three amendments to the Agreement, consisting of the First Renewal On-Call Services Agreement dated December 17, 2021 ("First Amendment"), a Second Renewal Services Agreement dated December 8, 2022 ("Second Amendment"), and an Amendatory Agreement to the Second Renewal of the Town of Castle Rock Services Agreement dated September 1, 2023 ("Third Amendment"); and

**WHEREAS**, the Town and the Contractor wish to further amend the Agreement to extend the Agreement Term to December 31, 2025, to increase the not-to-exceed payment amount for the 2024 fiscal year to a not-to-exceed amount of \$1,144,275.00 due to the Centennial Park Court Replacement Project, and to provide for a not-to-exceed payment amount of \$500,000.00 for the 2025 fiscal year ("Fourth Amendment"); and

**WHEREAS**, subject to Town Council's approval of the increased payment amount and extended Term, the Town and the Contractor have agreed to the terms and conditions governing the Fourth Amendment.

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

**Section 1. Approval.** The Fourth Amendment to 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 Second Amendment 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 Fourth Amendment to the Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed \$1,144,275.00 for the 2024 fiscal year, and \$500,000.00 for the 2025 fiscal year, unless otherwise authorized in writing by the Town.



**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_ for and \_\_\_\_against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Jeff Brauer, Director of Parks & Recreation



**FOURTH AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT  
(Concrete Removal and Placement Services – Parks & Recreation)**

---

**DATE:** October 15, 2024.

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

**SABELL’S CIVIL AND LANDSCAPE, LLC**, a Colorado limited liability company, 8500 W. Bowles Ave., Suite 204, Littleton, Colorado 80123 (“Contractor”).

**RECITALS:**

- I. The Town and Contractor (collectively, the “Parties”) entered into a Services Agreement dated February 25, 2021 (the “Agreement”), to provide concrete removal and placement on-call services, as set forth in the Agreement.
- II. The Parties entered into a First Renewal On-Call Services Agreement dated December 17, 2021 (“First Amendment”), a Second Renewal Services Agreement dated December 8, 2022 (“Second Amendment”), and an Amendatory Agreement to the Second Renewal of the Town of Castle Rock Services Agreement dated September 1, 2023 (“Third Amendment”).
- III. The Agreement, First Amendment, Second Amendment, and Third Amendment are attached hereto as ***Exhibit A-4***.
- IV. The Parties desire to amend the Agreement to extend the Agreement Term to December 31, 2025, and to increase the total payment amount for the 2024 Term due to the Centennial Park Court Replacement project.
- V. The Town and Contractor wish to memorialize these changes in this Fourth Amendment to the Agreement (“Fourth Amendment”).

**TERMS:**

1. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“2. **Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedules set forth in the Exhibits to the First, Second, and Third Amendments and ***Exhibit B-4*** to the Fourth Amendment (“Services”). The Town may withhold payment, in whole or in part, for 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. 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 receipt of such invoice. In no event shall



payment exceed **\$1,144,275.00** for the 2024 Term and **\$500,000.00** for the 2025 Term, unless authorized in writing by the Town.”

2. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“3. **Term/Completion.** The term of this Agreement shall commence on March 21, 2021 and expire on December 31, 2025 (the “Agreement Term”). For purposes of Section 2 “Payment,” the Agreement Term includes the “2024 Term,” commencing on January 1, 2024 and ending December 31, 2024, and the “2025 Term,” commencing on January 1, 2025 and ending December 31, 2025. The Parties may mutually agree to extend the Agreement Term under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement on December 31, 2025. Nothing in this paragraph 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 complete any Services in progress as of the expiration date unless directed otherwise by the Town. 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.”

3. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor is attached as *Exhibit C-4*.

4. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-4 – AGREEMENT

EXHIBIT B-4 – UPDATED SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-4 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

**[SIGNATURE BLOCK TO FOLLOW]**



**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Kaitlin Parker, Assistant Town Attorney

\_\_\_\_\_  
Jeff Brauer, Director of Parks & Recreation

**CONTRACTOR:**

**SABELL'S CIVIL AND LANDSCAPE, LLC**

By: Laura Strach  
(Signature)

Laura Strach  
(Print Name)

Its: Owner  
(Title)



**EXHIBIT A-4**  
**AGREEMENT**



CON-2023-0690



**AMENDATORY AGREEMENT TO THE  
SECOND RENEWAL OF THE TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Concrete Removal and Placement Services)**

---

**DATE:** September 1, 2023

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

**SABELL'S CIVIL AND LANDSCAPE, LLC**, a Colorado corporation, 8500 W. Bowles Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

**RECITALS:**

- I. The Town and Contractor entered into a Service Agreement on February 25, 2021, a First Renewal On-Call Services Agreement on December 17, 2021, and a Second Renewal Services Agreement on December 8, 2022 (collectively, the "Agreement"), to provide concrete removal and placement services set forth in the Agreement, and attached hereto as *Exhibit A-3*.
- II. The parties desire to amend the Agreement to increase the total payment amount, amend the rates and fee schedule, extend the term, and update provisions.
- III. The Town and Contractor wish to memorialize this change in this Amendatory Agreement.

**TERMS:**

1. **Amendment.** Section 2 of the Agreement is amended to read as follows:

**"Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit B-3* ("Services"). The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed **\$500,000.00**, unless authorized in writing by Town."
2. **Amendment.** Section 3 of the Agreement is amended to read as follows:

**"3. Term/Completion.** The term of this Agreement shall commence on March 21, 2021 and expire on December 31, 2024 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement for no more than one (1) year under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Contractor shall complete any Services in progress as of the expiration date. 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."
3. **Amendment.** Section 9 of the Agreement is amended to read as follows:



**"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 C-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, 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."

4. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor, dated March 2, 2023 is attached as *Exhibit C-3*.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-3 – AGREEMENT

EXHIBIT B-3 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]



DS

**ATTEST:**  
DocuSigned by:

Handwritten signature of Lisa Anderson in cursive.

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Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**  
DocuSigned by:

Handwritten signature of Jason Gray in cursive.

A7938A42F3A848A...  
Jason Gray, Mayor

**Approved as to form:**  
DocuSigned by:

Handwritten signature of Mike Hyman in cursive.

F7347F32A0794D1...  
Michael J Hyman, Town Attorney

**Approved as to content:**  
DocuSigned by:

Handwritten signature of Jeff Brauer in cursive.

C2023CB0DAFE460...  
Jeff Brauer, Director of Parks and Recreation

**CONTRACTOR:**

SaBell's Civil and Landscape, L.L.C.

By: Handwritten signature of Laura Strauch in cursive.

Its: Owner

Previously Executed



**EXHIBIT A-3**

**AGREEMENT**

*Previously Executed*



**SECOND RENEWAL OF TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Parks & Recreation)**

---

**DATE:** 12/8/2022

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

**SABELL'S CIVIL AND LANDSCAPE, LLC**, a Colorado corporation, 8500 West Bowles Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

**RECITALS:**

- A. The Town and Contractor are parties to the Town of Castle Rock Concrete Removal and Placement Services Agreement (Parks & Recreation) dated February 25, 2021 (the "Agreement") and attached as *Exhibit AA*.
- B. The Agreement provided for the Town and Contractor to exercise three (3) additional one-year renewal terms. Prior to expiration of the Agreement, The Town and Contractor exercised the first one-year renewal term on December 17, 2021 (the "Renewal Agreement"), which is attached hereto as *Exhibit BB*. The Renewal Agreement expires on December 31, 2022. The Town and Contractor wish to exercise the second renewal one-year term option with the same terms and conditions which will expire on December 31, 2023. One additional one-year renewal term remains available for the parties to exercise.
- C. The Town and Contractor wish to memorialize their desire to renew the Agreement in this Second Renewal of the Agreement ("Second Renewal Agreement").

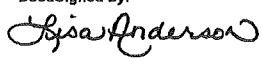
**TERMS:**

**Section 1. Renewal of Agreement.** Pursuant to Section 3 of the Agreement, the Town and Contractor elect to renew the Agreement for an additional one-year term, expiring December 31, 2023.

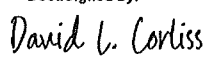
**Section 2. Amendment to Section 4 - Payment.** The costs of services provided pursuant to the Second Renewal Agreement shall be invoiced to the Town in accordance with the rates designated in *Exhibit CC*. Contractor shall continue to submit invoices to Town on a monthly basis and Town shall pay such invoices within 30 days of receipt. In no event shall the cumulative costs for services provided pursuant to the Second Renewal Agreement exceed \$249,000, unless authorized in writing by the Town. The parties further agree the Town may issue task orders for Services on an as-needed basis generally in the form attached as *Exhibit DD* ("Task Order").

**Section 3. Amendment.** The updated Certificate of Insurance for Contractor is attached as *Exhibit EE* to this Second Renewal Agreement and is incorporated herein and made a part of the Agreement.

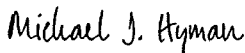
**Section 4. Remaining Terms.** All other terms and conditions set forth in the Agreement and First Renewal Agreement shall remain in full force and effect, including the rights to early termination.

**ATTEST.**  
DocuSigned by:  
  
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Lisa Anderson, Town Clerk

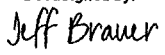


**TOWN OF CASTLE ROCK**  
DocuSigned by:  
  
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David L. Corliss, Town Manager

**Approved as to form:**


DocuSigned by:  
  
F7347F32A6794D1...  
Michael J. Hyman, Town Attorney

**Approved as to content:**

DocuSigned by:  
  
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Jeff Brauer, Director of Parks and Recreation

**CONTRACTOR:**

**SABELL'S CIVIL & LANDSCAPE, LLC**

By: 

Its: Owner

Previously Executed

**EXHIBIT AA to Second Renewal Agreement**

**TOWN OF CASTLE ROCK  
CONCRETE REMOVAL AND PLACEMENT  
SERVICES AGREEMENT  
(Parks & Recreation )**

---

**DATE:** 2/25/21

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

**SABELL'S CIVIL AND LANDSCAPE, LLC**, a Colorado corporation, 8500 W. Bowels Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

**RECITALS:**

- A. Town wishes to retain Contractor to provide concrete removal and placement services as needed.<sup>1</sup>

**TERMS:**

**Section 1. Scope of Services.** Contractor shall provide labor and materials to perform the services as needed for the Town in accordance with the scope of services and Contractor's proposal attached as **Exhibit 1** ("Services"). Town shall not be obligated to use Contractor for any specific task.

**Section 2. Request for Services** Town shall issue a request for Services to Contractor for concrete removal and placement. Contractor, at its option can accept or decline any request. Upon confirming Contractor's availability to undertake the requested Services, the parties shall develop and agree to a scope of work to be performed. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed \$249,000, unless authorized in writing by the Town.

Nothing in this Agreement shall obligate the Town to use Contractor for any specific project. Town, in its sole discretion, shall have the right to utilize other companies or firms for similar services, or in the event Contractor fails to respond to a request for Services, or declines to accept such request for Services.

**Section 3. Term / Renewal.** The term of this Agreement shall commence March 1, 2021 and expire December 31, 2021 . Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to three additional one-year terms. The renewal term shall be effected upon the execution of the Renewal Agreement in the form attached as **Exhibit 2**. The Renewal Agreement must be fully executed prior to the December 31<sup>st</sup> expiration.

The Town shall have the right to terminate this Agreement at any time with 10 days by providing written notice to Contractor of termination. The Town's only obligation in the event

<sup>1</sup> Previous contract titled Town of Castle Rock Services Agreement To Provide On-Call Concrete Removal and Placement Services is voided and replaced with this Agreement.

of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. In addition, this Agreement shall terminate December 31, 2021 in the event funds to support payment under the Agreement are not appropriated for calendar year 2022.

**Section 4. Payment.** Contractor shall invoice Town for the Services rendered at the rates designated in the attached *Exhibit 1*. Contractor shall submit invoices to Town on a monthly basis and Town shall pay such invoices within 30 days of receipt.

**Section 5. Performance of Services.** Contractor shall complete the Services for each task in accordance within the agreed upon time frame. Contractor shall devote adequate resources to assure timely completion of the Services. 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.

**Section 6. Subcontractors.** Contractor may utilize subcontractors to assist with non-specialized work as necessary to complete Task Orders. Contractor will submit any proposed subcontractor and the description of their services to the Town for approval prior to the execution of the Task Order. Contractor shall be solely responsible for payment to such approved subcontractor.

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

**Section 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.

**Section 9. Prohibition Against Employing Illegal Aliens.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Contractor is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Contractor violates a provision of this contract required pursuant to C.R.S. §8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Section 10. Insurance.** Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain, a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket



contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, excluding Workers Compensation and Professional Liability, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as **Exhibit 3** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. 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 reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

E. 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 (presently \$387,000 per person, \$1,093,000 for two or more persons, per occurrence) 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.

**Section 11. Indemnification.** Contractor expressly agrees to indemnify and hold harmless Town or any of its officers 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.

**Section 12. Delays.** Any delays in or failure of performance by any party of his or its 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.

**Section 13. Additional Documents.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

**Section 14. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by 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.

**Section 15. Time of the Essence.** 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.

**Section 16. 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 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.

**Section 17. 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.

**Section 18. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

**Section 19. Independent Contractor.** Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, 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.

**Section 20. 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. DS

**ATTEST:**

DocuSigned by:

*Lisa Anderson*

298A8A4EDEE34AF...

Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

DocuSigned by:

*David L. Corliss*

1B854370FF75414...

David L. Corliss, Town Manager

**Approved as to form:**

DocuSigned by:

*Michael J. Hyman*

F7347F32A6794D1...

Michael J. Hyman, Town Attorney

**Approved as to content:**

DocuSigned by:

*Jeff Brauer*

C2023CB0DAFF460...

Jeff Brauer, Director of Parks and Recreation

**CONTRACTOR:**

**SABELL'S CIVIL AND LANDSCAPE, LLC**  
a Colorado corporation

By: *Saura Brauer*

Its: *Owner*

**EXHIBIT BB to Second Renewal Agreement****FIRST RENEWAL OF TOWN OF CASTLE ROCK  
ON-CALL SERVICES AGREEMENT  
(Parks & Recreation)**

---

**DATE:** 12/17/21

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

**SABELL'S CIVIL AND LANDSCAPE, LLC**, a Colorado corporation, 8500 W. Bowels Avenue, Suite 204, Littleton, Colorado 80123 ("Contractor").

**RECITALS:**

- A. The Town and Contractor are parties to the Town of Castle Rock Concrete Removal and Placement Services Agreement (Parks & Recreation) dated February 25, 2021 (the "Agreement") and attached as *Exhibit A*.
- B. The term of the Agreement expires December 31, 2021. The parties wish to renew the Agreement under the same terms and conditions for an additional one-year term, expiring on December 31, 2022.
- C. The parties desire to amend the Agreement to incorporate a new rate/fee schedule for 2022.
- D. The Town and Contractor wish to memorialize these changes in this First Renewal of the Agreement ("Renewal Agreement").

**TERMS:**

**Section 1. Renewal of Agreement.** Pursuant to Section 3 of the Agreement, the Agreement shall be renewed for an additional one-year term, expiring December 31, 2022.

**Section 2. Amendment.** The rate and fee schedule, attached as *Exhibit B* to this Renewal Agreement, is incorporated herein and made a part of the Agreement.

**Section 3. Amendment.** The updated Certificate of Insurance for Contractor is attached as *Exhibit C* to this Renewal Agreement and is incorporated herein and made a part of the Agreement.

**Section 4. Amendment.** Section 9 of the Agreement regarding a prohibition on employing illegal aliens is stricken and is no longer a part of the terms and conditions of the Amendment Agreement.

**Section 5. Remaining Terms.** All other terms and conditions set forth in the Agreement shall remain in full force and effect, including the rights to early termination.

**ATTEST:**



DocuSigned by:  
Lisa Anderson  
298A8A4EDEE34AF...  
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

DocuSigned by:  
David L. Corliss  
1BB5457CFF75414...  
David L. Corliss, Town Manager

**Approved as to form:**

DocuSigned by:  
Michael J. Hyman  
F7347F32A6794D1...  
Michael J. Hyman, Town Attorney

**Approved as to content:**

DocuSigned by:  
Jeff Smullen  
2D9AEE5C1F36420...  
Jeff Smullen, Director of Parks & Recreation

**CONTRACTOR:**

**SABELL'S CIVIL AND LANDSCAPE, LLC**

By: Saura Strauch  
Its: Owner

Previously Executed





SaBell's Civil and Landscape LLC  
 8500 W Bowles Ave Ste 204  
 Littleton, CO. 80127  
 Ph: 720-536-5340  
 Fax: 877-801-7190

## BID PROPOSAL

To:	Rich Havel	From:	Laura Strauch
Company:	Town of Castle Rock	Date:	7/7/22
Re:	On Call Concrete 2023	Pages:	3
Phone	720-733-4482	E-mail:	rhavel@crgov.com

Our pricing for the MISC, ITEMS AS LISTED BELOW associated with the installation for the ON CALL CONCRETE PROJECT for 2023 are listed as unit prices. Final pricing to be determined for ACTUAL QUANTITIES INSTALLED.

- 1) All work is intended to comply with the specifications as called for under the ON CALL CONCRETE BID DOCUMENTS. It is SaBell's intention meet the requirements of the TOCR by staffing the project for each phase of the work to be completed in accordance with the specific management, crews and equipment that might need to be associated with that specific work element. It is understood that each work element will be reviewed with a representative of SaBell's and a representative from the TOCR accordingly.
- 2) SaBell's has been operating in the state of Colorado since 1948. Current ownership in the form of SCL (SaBell's Landscape & Civil, L.L.C.) has been in operation since February of 2016.
- 3) Ownership of SCL is held by Laura Strauch (18 years' experience). Field personnel include Pablo Ibarra 25 yrs, Jorge 28 yrs, Arturo 40 yrs, and at least 10 additional labors with 5 to 20 yrs experience. All personnel have worked for the TOCR on past projects or are currently working for TOCR.
- 4) SCL's value to the TOCR rests in the relationship that has been established over the last 15 years of working with the TOCR specifically on similar projects.
- 5) The partnership is simply one of understanding the goals that the TOCR and SCL wish to attain through this type of project work associated with this specific contract. On Call means that a special commitment is required by both parties in order to maintain schedules with specific emphasis being placed on start and completion of the specific projects presented before us.
- 6) Included below. Our experience has and is ongoing with the TOCR for the past 15 years.
- 7) Included below.
- 8) Included below.
- 9) References to be supplied in a separate attachment.
- 10) Completed W-9 for Taxpayer identification Number & Certification attached separately.

An Integrated Approach to Civil and Landscape Management

**Breakout of pricing as follows below as per bid schedule:**

Construction Survey	Hourly Rate	\$195.00 / HOUR
Earthwork Grading and Placement	Cubic Yard	\$ 26.00 / CY
Material (fill) Hauling within Castle Rock	Cubic Yard	\$ 18.00 / CY
Material (fill) Hauling & Disposal	Cubic Yard	\$ 24.00 / CY
Concrete Removal & Disposal	Square Yard	\$ 20.00 / SY
6" Concrete Flatwork	Square Yard	\$ 85.00 / SY
Concrete Curb & Gutter	Lineal Foot	\$ 36.00 / LF
Asphalt Demo	Square Yard	\$ 30.00 / SY
6" Asphalt Pavement	Square Yard	\$ 80.00 / SY
Seeding (Douglas County seed mix)	Square Foot	\$ .18 / SF
Mulching (Weed free Straw)	Square Foot	\$ .20 / SF
Erosion Control Blanket (Straw / Coconut)	Square Foot	\$ .38 / SF
Sediment Control Log	Lineal Foot	\$ 10.00 / LF
Inlet Protection	Each	\$ 65.00 / EA
Vehicle Tracking Pad	Each	\$2,500.00 / EA
Concrete Washout	Each	\$ 50.00 / EA
Geotechnical Costs per hour or occurrence:	Soil Testing	\$ 205.00 / test trip
	Concrete/Asphalt	\$ 295.00 / cylinder

**Additional pricing units not included above:**

Curb & Gutter Removal	Lineal Foot	\$ 18.00 / LF
Soil Prep (3 CY Compost / 1000 sf )	Square Foot	\$ .30 / SF
Sod Repairs	Square Foot	\$ 1.05 / SF
Concrete Crack Caulking	Lineal Foot	\$ 4.50 / LF

**Hourly Labor & Equipment Rates per Hour below for work not listed above:**

Labor	\$ 48.00 / Hr.
Foreman	\$ 55.00 / Hr.
Superintendent	\$ 65.00 / Hr.
Administration	\$ 80.00 / Hr.
Skid steer w. Operator	\$ 120.00 / Hr.
Mini-Ex w. Operator	\$ 145.00 / Hr.
240 Excavator w. Operator	\$ 200.00 / HR
F800 Truck w. Driver	\$ 90.00 / Hr.
Tandum w. Driver	\$ 135.00 / Hr.

\*\*\*Performance Bond for contract to be computed at 2.5% of Total contract and adjusted for change orders as they occur. Bond to be issued in the year that the majority of the work is to be performed.

\*\*\*Contractor's Mobilization & General Conditions to be figured at 10% of the above unit prices for each phase of work performed.

**INCLUDED IN THE PROPOSAL:**

1. Concrete Demo
2. Concrete Repair
3. Survey
4. Earthwork
5. Erosion Control
6. Seeding
7. 1 year Warranty Period unless otherwise specified
8. Majority of work to occur in from January 2023 thru December 2023

**EXCLUDED FROM THE PROPOSAL:**

1. Site Traffic Control
2. Demolition, haul off or soil removal unless listed above.
3. Prevailing Wages
4. Additional Insurance Requirements
5. Sales Taxes

**ADDITIONAL NOTES:**

1. **SABELL'S MUST be given (3) weeks notification to commence ANY SCHEDULED work.**
2. Our pricing includes (5) mobilizations – If more mobilizations are required due to no fault of SaBell's additional mobilization charges may be imposed at a cost of \$2,500.00 per each.
3. This proposal **must be** included as an exhibit to the contract and may not be altered without the consent of SABELL'S.
4. Retention from payments of (0%)
5. **This proposal is valid for a period of 30 days without SaBell's being issued a Notice of Award or Letter of Intent to Award. Pricing is valid for the next 360 days with the potential of a one year renewal. Certain pricing may be subject to as much as a 10% increase with proper support for increases.**

IF ANY ADDITIONAL INFORMATION IS REQUIRED, PLEASE CALL ME AT 303-505-3857.

Sincerely,



Laura Strauch  
SaBell's Civil & Landscape, L.LC



### EXHIBIT B-3

#### SCOPE OF SERVICES AND FEE SCHEDULE

Previously Executed



**SaBell's Civil and Landscape LLC**  
**8500 W Bowles Ave Ste 204**  
**Littleton, CO. 80127**  
**Ph: 720-536-5340**  
**Fax: 877-801-7190**

## **BID PROPOSAL**

<b>To:</b>	<b>Rich Havel</b>	<b>From:</b>	<b>Laura Strauch</b>
<b>Company:</b>	<b>Town of Castle Rock</b>	<b>Date:</b>	<b>7/7/22</b>
<b>Re:</b>	<b>On Call Concrete 2023</b>	<b>Pages:</b>	<b>3</b>
<b>Phone</b>	<b>720-733-4482</b>	<b>E-mail:</b>	<b>rhavel@crgov.com</b>

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- 6) Included below. Our experience has and is ongoing with the TOCR for the past 15 years.
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An Integrated Approach to Civil and Landscape Management



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Inlet Protection	Each	\$ 65.00 / EA
Vehicle Tracking Pad	Each	\$ 2,500.00 / EA
Concrete Washout	Each	\$ 150.00 / EA
Geotechnical Costs per hour or occurrence:	Soil Testing	\$ 205.00 / test trip
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Additional pricing units not included above:

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Hourly Labor & Equipment Rates per Hour below for work not listed above:

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Superintendent	\$ 65.00 / Hr.
Administration	\$ 80.00 / Hr.
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F800 Truck w. Driver	\$ 90.00 / Hr.
Tandem w. Driver	\$ 135.00 / Hr.

\*\*\*Performance Bond for contract to be computed at 2.5% of Total contract and adjusted for change orders as they occur. Bond to be issued in the year that the majority of the work is to be performed.

\*\*\*Contractor's Mobilization & General Conditions to be figured at 10% of the above unit prices for each phase of work performed.

**INCLUDED IN THE PROPOSAL:**

1. Concrete Demo
2. Concrete Repair
3. Survey
4. Earthwork
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7. 1 year Warranty Period unless otherwise specified
8. Majority of work to occur in from January 2023 thru December 2023

**EXCLUDED FROM THE PROPOSAL:**

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2. Demolition, haul off or soil removal unless listed above.
3. Prevailing Wages
4. Additional Insurance Requirements
5. Sales Taxes

**ADDITIONAL NOTES:**

1. **SABELL'S MUST be given (3) weeks notification to commence ANY SCHEDULED work.**
2. Our pricing includes (5) mobilizations – If more mobilizations are required due to no fault of SaBell's additional mobilization charges may be imposed at a cost of \$2,500.00 per each.
3. Payment for invoices is due (15) days from the date of invoice. If payment is not received, SABELL'S reserves the right to impose a service charge of 2% monthly up to 24% per year. Any fees associated with collection of funds to include attorney fees will be also be charged.
4. This proposal **must be** included as an exhibit to the contract and may not be altered without the consent of SABELL'S.
5. Retention from payments of (0%)
6. **This proposal is valid for a period of 30 days without SaBell's being issued a Notice of Award or Letter of Intent to Award. Pricing is valid for the next 360 days with the potential of a one year renewal. Certain pricing may be subject to as much as a 10% increase with proper support for increases.**

IF ANY ADDITIONAL INFORMATION IS REQUIRED, PLEASE CALL ME AT 303-505-3857.

Sincerely,



Laura Strauch  
SaBell's Civil & Landscape, L.LC



**EXHIBIT C-3**

**CONTRACTOR'S CERTIFICATE OF INSURANCE**

*Previously Executed*



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 Leavitt Group of Colorado 1720 Jet Stream Drive Suite 100 Colorado Springs CO 80921	CONTACT NAME: Mary Cook	
	PHONE (A/C, No, Ext): (719) 528-1884	FAX (A/C, No): (800) 746-4434
	E-MAIL ADDRESS: mary-cook@leavitt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SaBells Civil and Landscape LLC 8500 W. Bowles Ave., Ste 204 Littleton CO 80123	INSURER A: United Fire & Casualty Group	13021
	INSURER B: Pinnacol Assurance	41190
	INSURER C: Evanston Insurance Company	35378
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: Master 23-24

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 EXPI (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		60537739	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			60537739	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		60537739	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	DED	RETENTION \$	\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	4221935	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	LEASED/RENTED EQUIPMENT			60537739	3/1/2023	3/1/2024	LIMIT 50,000
C	POLLUTION			CPLMOL113980	11/10/2022	11/10/2023	Limit 2,000,000

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

2023-2024 On Call Concrete. Town of Castle Rock is listed as Additional Insured with respects to General Liability. 30 Days written notice prior to cancellation included.

THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

## CERTIFICATE HOLDER

## CANCELLATION

jmartin@crgov.com  Town of Castle Rock 100 N Wilcox Street Castle Rock, CO 80104	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  Jenny Davis/JEDAVI

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**EXHIBIT B-4****UPDATED SCOPE OF SERVICES AND FEE SCHEDULE**

Our pricing for the Centennial Park breakout of pricing as follows below as per bid schedule:

**Phase 1 – Fall 2024 (Before December 31<sup>st</sup>)**

Mobilization		Lump Sum	\$ 30,150.00
Geotechnical Soils Reports		Lump Sum	\$ 4,500.00
Erosion Control		Lump Sum	\$ 19,650.00
Engineering of Retaining Wall and Shelter Caissons			
		Lump Sum	\$ 5,500.00
Fence Demo		Lump Sum	\$ 29,050.00
Concrete Demo	2,650 SF	@ \$4.00 / SF	\$ 10,600.00
Demo Existing Stairs and Cheek Walls		Lump Sum	\$ 1,100.00
Demo Concrete Wall		Lump Sum	\$ 670.00
Removal and Haul off of Court Tiles		Lump Sum	\$ 6,500.00
Removal of Basketball Hoops and Court Nets		Lump Sum	\$ 850.00
Survey		Lump Sum	\$ 12,050.00
Geotechnical Testing		Lump Sum	\$ 8,500.00
Excavation and Export		Lump Sum	\$ 2,330.00
Block Boulders	4 EA	@ \$915.00 / EA	\$ 3,660.00
Drainage and Cobble Swell		Lump Sum	\$ 4,750.00
Phase 1 Sub-Total			\$139,860.00

**Phase 2 – 2025 (After January 1<sup>st</sup>)**

Concrete Retaining Wall		Lump Sum	\$ 36,435.00
Structural Fill for Post Tension Court Leveling		Lump Sum	\$ 16,510.00
Block Retaining Wall w/ Drainage	705 LF	@ \$110.00 / LF	\$ 77,550.00
5' Wide Concrete Walk with Seatwall	378 SY	@ \$ 94.00 / SY	\$ 35,540.00
3' Walk with Thickened Edge	210 SY	@ \$195.00 / SY	\$ 40,950.00
Chase Drains	2 ea.	@ \$2,600.00 / EA	\$ 5,200.00
ADA Parking Stalls & Striping/Stops		Lump Sum	\$ 10,600.00
New Concrete Stairs		Lump Sum	\$ 15,185.00
Mill and Overlay Parking		Lump Sum	\$ 45,000.00
7' X 10' Cantilever Shelters	2 EA	@ \$24,000.00	\$ 48,000.00
Rock Mulch to match existing	52 TN	@ \$210.00 / TN	\$ 10,920.00
Native Seed	3000 SF	@ \$1.05 / SF	\$ 3,150.00
Sod Installation with Soil Prep	2850 SF	@ \$2.00 / SF	\$ 5,700.00
Plant Material		Lump Sum	\$ 10,720.00
Irrigation Modifications		Lump Sum	\$ 4,820.00
Stair and Ramp Railing	140 LF	@ \$242.85 / LF	\$ 34,000.00
Concrete Wall Guardrail	80 LF	@ \$325.00 / LF	\$ 26,000.00
Bench and Receptacle Installation	2 SETS	@ \$4,782.50 / SET	\$ 9,565.00
Winter Weather Protection Allowance		Lump Sum	\$ 5,000.00
Import / Export Allowance		Lump Sum	\$ 5,000.00
Phase 2 Sub-Total			\$445,845.00

**Total Proposal \$585,705.00**





**INCLUDED IN THE PROPOSAL:**

1. Compaction
2. 4500 PSI Concrete 6" thick
3. 1 year Warranty Period unless otherwise specified
4. Site Traffic Control
5. Demolition, haul off of soil removal unless listed above.
6. Coordination of Post Tension Slab scope of work
7. Work to take place in 2024 and 2025
8. Shelter Engineered Shop Drawings

**EXCLUDED FROM THE PROPOSAL:**

1. Site Traffic Control for Renner
2. Removal of Trees on west side of courts
3. Demolition of Asphalt Basketball / Tennis Courts – to remain in place
4. Prevailing Wages
6. Sales Taxes
7. Chainlink Fence Installation / Engineering

**ADDITIONAL NOTES:**

1. SABELL'S MUST be given (3) weeks notification to commence ANY SCHEDULED work.
2. Our pricing includes (5) mobilizations – If more mobilizations are required due to no fault of SaBell's additional mobilization charges may be imposed at a cost of \$2,500.00 per each.

Notwithstanding the foregoing, insurance requirements and payment terms are governed by the Agreement. In no event shall payment exceed \$1,144,275.00 for the 2024 Term and \$500,000.00 for the 2025 Term, unless authorized in writing by the Town.



## EXHIBIT C-4

## CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/7/2024		
<p>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.</p> <p>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).</p>						
<b>PRODUCER</b> Leavitt Group of Colorado 1720 Jet Stream Drive Suite 100 Colorado Springs CO 80921			<b>CONTACT NAME:</b> Mary Cook <b>PHONE (A/C No. Ext.):</b> (719) 528-1884 <b>FAX (A/C No.):</b> (303) 741-4434 <b>E-MAIL ADDRESS:</b> mary-cook@leavitt.com			
<b>INSURED</b> SaBells Civil and Landscape LLC 8500 W. Bowles Ave., Ste 204 Littleton CO 80123			<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire & Casualty Company <b>NAIC #</b> 013021 <b>INSURER B:</b> Pinnacle Assurance <b>41190</b> <b>INSURER C:</b> Evanston Insurance Company <b>35378</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>			
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 24/25</b> <b>REVISION NUMBER:</b>						
<p>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.</p>						
INSTR	TYPE OF INSURANCE	ADD. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	60537739	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 VED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Personal & Advertising Injury \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60537739	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> CLAIMS-MADE		60537739	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OR FELLOW MEMBER EXCLUDED? (Mandatory in NH) Yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	4221935	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>POLLUTION</b>		CPLMOL122314	3/1/2024	3/1/2025	Ded. \$15,000 \$2,000,000 Link
A	<b>Leased/Rented Equipment</b>		60537739	3/1/2024	3/1/2025	Link 200,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 2023-2024 On Call Concrete, Town of Castle Rock is listed as Additional Insured with respects to General Liability. 30 Days written notice prior to cancellation included. THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
buildingcounter@crgov.com  Town of Castle Rock 100 N Wilcox Street Castle Rock, CO 80104				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Jenny Davis/JEDAVI		

ACORD 25 (2014/01)  
INS025 (2014/01)

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# **RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE TOWN OF CASTLE ROCK SERVICES AGREEMENT WITH SABELL'S CIVIL AND LANDSCAPE, LLC, FOR CONCRETE REMOVAL AND PLACEMENT SERVICES**

PARKS AND RECREATION  
OCTOBER 15, 2024



>



# AGREEMENT DETAILS

The Town and SaBell's Civil and Landscape, LLC maintain an existing on-call services agreement for concrete removal and placement and landscape construction services.

Town staff now wish to amend the agreement to increase the not to exceed payment amount in 2024 to \$1,144,275.00 for the the Centennial Park Court Replacement Project.

This amendment will also extend the agreement term to December 31, 2025, so on-call services can continue as per usual for a total not-to-exceed of \$500,000 in 2025.





# SCOPE OF WORK

For the Centennial Park Court Replacement Project, SaBell's will provide site demolition, material removal, geotechnical testing, erosion control, irrigation modifications, retaining wall placement, concrete work, landscaping installation, parking lot mill and overlay, seat wall placement and shade shelter and bench installation.

For general on-call services, utilization of a services agreement has proven crucial for maintaining the quality and efficiency of general operations by addressing technical maintenance needs, landscape repair and isolated park improvements, providing faster response times, reducing delays in project completion and ensuring public spaces remain safe, functional, and visually appealing year-round.





# BUDGET IMPACT

Total expenses for 2024 shall not exceed \$1,144,275 unless authorized in writing by the Town. The request increase in 2024 is for the Centennial Park Court Replacement Project.

SaBell's amended 2024 agreement now includes:

Sabell's base bid and contingency for the Centennial Park Court Replacement Project	\$644,275
2024 current on-call services agreement	\$500,000
Total amended 2024 agreement	\$1,144,275

Expenses for the 2024 Centennial Park Court Replacement project have been budgeted and will be expensed to Various P&R Improvements, line item 122-5475-454.75-18 within the Conservation Trust Fund.

Expenses for 2025 on-call services have been budgeted and will be expensed from multiple funds including the General Fund, Conservation Trust Fund and Lodging Tax Fund based on the type of services completed and projects that they relate to for a total not to exceed \$500,000 unless authorized in writing by the Town.

# MOTIONS

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

or

"I move to approve the Resolution as introduced by title with the following changes  
\_\_\_\_\_"

or

"I move to continue this item to a future Town Council agenda on \_\_\_\_\_date to allow additional time to (list information needed)."





**THANK YOU**  
QUESTIONS?



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 24. **File #:** RES 2024-108

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

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

**From:** Mark Marlowe, P.E., director of Castle Rock Water  
Matt Benak, P.E., Water Resources Manager

**Resolution Approving the Intergovernmental Agreement Between the Town of Castle Rock and Parker Water and Sanitation District Regarding the Platte Valley Water Partnership [located in Morgan, Washington, Logan and Sedgwick Counties]**

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### Executive Summary

The purpose of this memorandum is to request Town Council approval of a Resolution (**Attachment A**) to approve the execution of the Intergovernmental Agreement (IGA), see Exhibit 1 to **Attachment A**, between the Town of Castle Rock and Parker Water and Sanitation District (PWSD) for the Platte Valley Water Partnership (PVWP). This project involves the development of a raw water storage and conveyance project on the lower South Platte River. The project, upon completion, is anticipated to consist of major physical facilities such as diversion structures, reservoir storage facilities, pumping stations, pipelines, and treatment facilities. The project will also include the Lower South Platte Water Conservancy District (LSPWCD); however, they are not a signatory to this IGA. **Attachment B** provides a map showing basic concepts and locations of the infrastructure.

This IGA will be for cooperation in the preconstruction phase of the project to determine the most effective way in which the Town of Castle Rock may use the project infrastructure. This preconstruction phase is anticipated to include design, engineering, permitting, land acquisition, financial planning and other activities necessary to seek construction bids and support our water court application for a significant water right in the area. However, nothing in the IGA obligates the Town of Castle Rock to actually construct any project infrastructure.

### Budget Impact

The PVWP IGA will impact the Water Rights Acquisition capital projects budget (Acct. No. 211-4375-443.75-47) which has a remaining balance of \$1,661,417 for 2024. Upon execution of this IGA, Castle Rock will pay PWSD \$280,000 for costs already incurred by PWSD on the project. The continuing participation payments will be 25% of PWSD's preconstruction costs which is Castle Rock's anticipated participation level in the project infrastructure to put our new proposed water right to full use. Castle Rock has budgeted \$500,000 per year over the next 5-year budgeting horizon for

this agreement.

**Staff Recommendation**

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on September 25, 2024, and the Castle Rock Water Commission voted unanimously 5 to 0 to recommend Town Council 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:	Intergovernmental Agreement
Attachment B:	Concept Map of Infrastructure
Attachment C:	IGA Between PWSD and LSPWCD





## **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  
Matt Benak, P.E., Water Resources Manager

**Title:** **Resolution Approving the Intergovernmental Agreement Between the Town of Castle Rock and Parker Water and Sanitation District for the Platte Valley Water Partnership** [*located in Morgan, Washington, Logan and Sedgwick Counties*]

---

### **Executive Summary**

The purpose of this memorandum is to request Town Council approval of a Resolution (**Attachment A**) to approve the execution of the Intergovernmental Agreement (IGA), see Exhibit 1 to **Attachment A**, between the Town of Castle Rock and Parker Water and Sanitation District (PWSD) for the Platte Valley Water Partnership (PVWP). This project involves the development of a raw water storage and conveyance project on the lower South Platte River. The project, upon completion, is anticipated to consist of major physical facilities such as diversion structures, reservoir storage facilities, pumping stations, pipelines, and treatment facilities. The project will also include the Lower South Platte Water Conservancy District (LSPWCD); however, they are not a signatory to this IGA. **Attachment B** provides a map showing basic concepts and locations of the infrastructure.

This IGA will be for cooperation in the preconstruction phase of the project to determine the most effective way in which the Town of Castle Rock may use the project infrastructure. This preconstruction phase is anticipated to include design, engineering, permitting, land acquisition, financial planning and other activities necessary to seek construction bids and support our water court application for a significant water right in the area. However, nothing in the IGA obligates the Town of Castle Rock to actually construct any project infrastructure.

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

Castle Rock Water staff presented this IGA to the Castle Rock Water Committee on September 17, 2024.

### **Discussion**

The PVWP is an innovative, long-term water supply solution that will benefit both agricultural and municipal communities in the South Platte River Basin. After over a decade of working together, the PVWP was formally launched in 2021 between the LSPWCD and PWSD. The

project purpose is to provide the participants with additional reliable water supplies in a manner that preserves and supports agricultural uses in the South Platte River Basin by capturing water that would otherwise leave the state of Colorado without being put to a beneficial use. The limitations are that the project infrastructure cannot be used to store, convey or treat any water rights obtained and changed after 2019 that result in the permanent dry up of irrigated agricultural land (Buy and Dry).

The PVWP will create crucial water storage along the lower South Platte River and the infrastructure to transport and treat it. The project is currently in the planning stage, with construction anticipated to begin in the 2030s and water being delivered in 2040 to 2045 timeframe. The key infrastructure will include a small storage reservoir near Illiff, a forebay, potential treatment facilities, pipeline and other infrastructure for transport to Rueter-Hess Reservoir and delivery within LSPWCD and a large storage reservoir near Akron (i.e. Fremont Butte Reservoir).

Castle Rock desires to take part in the project and will benefit by the economies of scale. The Town envisions approximately 3,000 acre-feet (AF) of average annual future yield from the project with individual year supplies up to 8,000 AF (in accordance with the water right filed) once deliveries occur around 2045. Castle Rock has appropriated a new water right along the lower South Platte River (Case No. 21CW3185) that can be delivered as part of this project. Castle Rock's existing water rights that are part of the Box Elder Project can also be delivered via this project if so desired in the future.

Key terms of the agreement include:

- IGA focus on preplanning for oversized project infrastructure;
- PWSD/CRW agree with cooperate on project infrastructure to store and transmit water back to RHR;
- No obligations to construct oversized infrastructure;
- Permitted water rights are described;
- Initial Payment of \$280,000;
- CRW will make annual payments for 25% of preconstruction costs;
- PWSD/CRW/LSPWCD have equal interest in all planning documents under IGA;
- PWSD/CRW/LSPWCD have equal interest in all permits and approvals obtained under IGA;
- CRW has first right of refusal for land acquired by PWSD and *vice versa*;
- LSPWCD has a senior right of first refusal for purchase of PWSD real property;
- This IGA does not override agreement between PWSD and LSPWCD, see **Attachment C**;
- If approvals are required in PWSD/LSPWCD IGA, CRW will also be required to obtain approvals;
- LSPWCD has endorsed CRW participation, see **Exhibit A of Exhibit 1**;
- CRW can terminate IGA at any time and stop payments.

### **Budget Impact**

The PVWP IGA will impact the Water Rights Acquisition capital projects budget (Acct. No. 211-4375-443.75-47) which has a remaining balance of \$1,661,417 for 2024. Upon execution of this IGA, Castle Rock will pay PWSD \$280,000 for costs already incurred by PWSD on the project. The continuing participation payments will be 25% of PWSD's preconstruction costs which is Castle Rock's anticipated participation level in the project

infrastructure to put our new proposed water right to full use. Castle Rock has budgeted \$500,000 per year over the next 5-year budgeting horizon for this agreement.

**Staff Recommendation**

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on September 25, 2024, and the Castle Rock Water Commission voted unanimously 5 to 0 to recommend Town Council 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:	Intergovernmental Agreement
Attachment B:	Concept Map of Infrastructure
Attachment C:	IGA Between PWSD and LSPWCD

**RESOLUTION NO. 2024- 108**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND  
PARKER WATER AND SANITATION DISTRICT REGARDING THE  
PLATTE VALLEY WATER PARTNERSHIP**

**WHEREAS**, the Town of Castle Rock (the “Town”) and the Parker Water and Sanitation District (“PWSD”) are each authorized to operate water delivery systems to provide water service and/or augmentation water to their respective service areas; and

**WHEREAS**, PWSD and the Lower South Platte Water Conservancy District (“LSP”) are parties to that certain Lower South Platte Water Conservancy District and Parker Water and Sanitation District Platte Valley Water Partnership Intergovernmental Agreement, dated September 9, 2021; and

**WHEREAS**, LSP and PWSD intend to develop the Platte Valley Water Partnership (the “Project”) for the purpose of storing and conveying certain water rights owned by LSP and/or PWSD, as well as other water rights that LSP and PWSD are seeking to confirm (collectively, the “LSP/PWSD Water Rights”); and

**WHEREAS**, the Project is presently contemplated to consist of major physical facilities that will serve LSP and PWSD, including diversion structures, storage facilities, pumping stations, pipelines, treatment facilities, and other related facilities (collectively, the “Project Infrastructure”); and

**WHEREAS**, the Town desires to participate in the Project to store and convey certain water rights owned by the Town and other water rights the Town is seeking to obtain (collectively, the “CR Water Rights”) to meet the water needs of the Town’s service area; and

**WHEREAS**, the Town and PWSD desire to oversize the Project Infrastructure to divert, convey, store and treat both the LSP/PWSD Water Rights and CR Water Rights (collectively, the “Collective Project Water Rights”) in a manner that allows the Town, PWSD, and LSP to fully utilize the Collective Project Water Rights (the “Oversized Project Infrastructure”); and

**WHEREAS**, the Town and PWSD desire to enter into an Intergovernmental Agreement (the “Partnership IGA”) to cooperate in the preconstruction phase of the Project for the purpose of determining the most effective manner in which the Town may participate in the Project and utilize the Oversized Project Infrastructure; and

**WHEREAS**, the Town Council finds that it is in the best interests of its residents to enter into this Partnership IGA.

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

**Section 1. Approval.** The Partnership IGA between the Town and PWSD 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 IGA and any technical amendments thereto by and on behalf of the Town.

**Section 2. Encumbrance and Authorization.** In order to meet the Town’s initial financial obligations under the Partnership IGA, the Town Council authorizes an expenditure and payment from the Water Resources Enterprise Fund in an amount not to exceed \$280,000.00, unless otherwise authorized in writing by the Town.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water



**INTERGOVERNMENTAL AGREEMENT  
RE PLATTE VALLEY WATER PARTNERSHIP**  
(Town of Castle Rock and Parker Water and Sanitation District)

This INTERGOVERNMENTAL AGREEMENT RE PLATTE VALLEY WATER PARTNERSHIP (“the Agreement”) is made and entered into this 15th day of October 2024 (the “Effective Date”), by and between the PARKER WATER AND SANITATION DISTRICT, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (“PWSD”) and the TOWN OF CASTLE ROCK, a Colorado home rule municipality (“CR”) (the parties hereto referred to individually as a “Party” and collectively as the “Parties”).

**RECITALS**

- A. WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;
- B. WHEREAS, the Parties are authorized to operate water delivery systems to provide water service and/or augmentation water to their service areas;
- C. WHEREAS, PWSD is a party to an agreement with the Lower South Platte Water Conservancy District (“LSP”) entitled, “Lower South Platte Water Conservancy District and Parker Water and Sanitation District Platte Valley Water Partnership Intergovernmental Agreement,” dated September 9, 2021 (the “PVWP Agreement”);
- D. WHEREAS, LSP and PWSD intend to develop a water storage and conveyance project, commonly referred to as the Platte Valley Water Partnership (the “Project”), to store and convey certain water rights owned by LSP and/or PWSD and other water rights LSP and PWSD are seeking to confirm, including but not limited to those in Case No. 19CW3253, District Court, Water Division No. 1 (the “LSP Water Rights” or the “PWSD Water Rights” respectively and “LSP/PWSD Water Rights” collectively);
- E. WHEREAS, the Project is contemplated to consist of major physical facilities that will serve LSP and PWSD, including without limitation diversion structures, storage facilities, pumping stations, pipelines, treatment facilities, and other related facilities (collectively, the “Project Infrastructure”);
- F. WHEREAS, CR desires to participate in the Project to store and convey certain water rights owned by CR and other water rights CR is seeking to obtain, including but not limited to those in Case No. 21CW3185, District Court, Water Division No. 1 (collectively, the “CR Water Rights”) to meet the water needs of CR’s service area;
- G. WHEREAS, the Parties desire to oversize the Project Infrastructure to divert, convey, store and treat the LSP/PWSD Water Rights and CR Water Rights (collectively “Collective Project Water Rights”) in a manner that allows the Project Participants to fully utilize the Collective Project Water Rights and wish to cooperate with LSP (“Oversized Project Infrastructure”);

H. WHEREAS, the Parties acknowledge that the Project is intended to provide additional reliable water supplies for LSP's, PWSD's and CR's ("Project Participants") service needs in a manner that preserves and supports agricultural uses in the South Platte River Basin by capturing South Platte River water that would otherwise leave the State of Colorado without being put to a beneficial use ("Project Purposes");

I. WHEREAS, CR acknowledges that, for all CR Water Rights stored or conveyed via the Oversized Project Infrastructure, CR intends to comply with the restrictions set forth in this Agreement, which are designed to further the Project Purposes;

J. WHEREAS, the Parties believe that CR's participation in the Project and use of the Oversized Project Infrastructure can occur without interfering in any way with the ability of the Project Participants to achieve the Project Purposes;

K. WHEREAS, the Parties desire to cooperate in the preconstruction phase of the Project to determine the most effective manner in which CR may participate in the Project and use the Oversized Project Infrastructure;

L. WHEREAS, this preconstruction Project phase is anticipated to include design, engineering, permitting, land acquisition, financial planning, and other activities necessary to seek construction bids and commence construction of the Project;

M. WHEREAS, the Parties acknowledge that the Project is in the planning stage and various elements of the Project Infrastructure, Oversized Project Infrastructure and any other infrastructure contemplated are subject to modification;

N. WHEREAS, the Parties desire to cooperate and maintain flexibility to address issues as they arise so that the Parties can best fulfill the Project Purposes;

O. WHEREAS, CR's participation in the Project will contribute to economies of scale and benefit LSP and PWSD by contributing substantial additional financial resources towards the Project costs; and

P. WHEREAS, for the reasons outlined in these Recitals, the Parties determine that it is in their best interests to enter into this Agreement.

NOW THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows

**1. Preconstruction Cooperation and Coordination.**

a. LSP and PWSD intend to design, construct, and operate the Project Infrastructure in such a manner that PWSD and LSP are able to fully develop divert, store, treat, and convey the

LSP/PWSD Water Rights to fullest extent permissible. The Parties shall coordinate and cooperate in the preconstruction phase of the Project, which shall include without limitation, all activities up to bidding on construction of the Project such as engineering studies to support the Collective Project Water Rights, design, engineering, permitting, land acquisition, environmental assessments, financial planning, and other matters necessary to obtain all of the necessary Project permits and approvals and then to seek construction bids and commence construction of the Oversized Project Infrastructure. The intent of these activities is to allow the Project Participants to plan for the conveyance, storage, and treatment infrastructure needed for each entity to best carry, store, deliver and utilize the Collective Project Water Rights in the Oversized Project Infrastructure. It is anticipated that planning for CR's use of the Oversized Project Infrastructure will involve oversizing of the Project Infrastructure to convey, store and treat CR Water Rights in a manner that allows the Project Participants to fully utilize the Collective Project Water Rights subject to paragraph 1.d below.

b. PWSD and CR shall share specific plans and guidelines for the timing, design, permitting, land or land use acquisition and construction of Oversized Project Infrastructure, including without limitation, the estimated cost allocations. The Parties shall make reasonable efforts to coordinate and cooperate to modify or to add to such plans and guidelines any infrastructure needed for diverting, storing, and conveying the CR Water Rights. The Parties shall cooperate and coordinate with each other to estimate the costs of completing the Oversized Project Infrastructure.

c. Ownership, operation, maintenance, repair, and replacement of the Oversized Project Infrastructure will be determined at a later date. Nothing set forth herein shall obligate CR or PWSD to construct any Oversized Project Infrastructure or complete the Project. During, or upon completion of, the design of the Oversized Project Infrastructure, the Parties shall cooperate, including cooperation with LSP, to determine the appropriate capacity rights in the Oversized Project Infrastructure to be allocated to the Project Participants. Nothing set forth herein shall limit the ability of the Project Participants to include parties other than the Project Participants in the Project or to allow such other parties to use the Oversized Project Infrastructure; provided that additional uses of Oversized Project Infrastructure by such other parties shall not interfere with use of the Oversized Project Infrastructure by the Project Participants or the exercise of LSP's Water Rights, PWSD's Water Rights, or CR's Water Rights as part of operation of the Project. The Parties intend that allocation of any capacity in the Oversized Project Infrastructure among the Project Participants and any such other parties shall be in a manner that allows and does not interfere in any way with the ability of Project Participants to fully realize their individual water rights. The specific procedures and requirements for including such other parties in the Project and for allowing such other parties to use Oversized Project Infrastructure shall be determined at a later date, which the Parties anticipate will be prior to commencement of construction of the Project Infrastructure but which could be after construction.

d. Nothing set forth herein shall be deemed to grant to CR any rights:

- a. To share or use any of the LSP/PWSD Water Rights ;
- b. To interfere with or diminish PWSD's or LSP's ability to use Project

Infrastructure;

c. To interfere with or diminish PWSD's or LSP's ability to develop, divert, store, treat, and convey the LSP/PWSD Water Rights to the fullest extent permissible by law;

d. To, or that will interfere with or diminish PWSD's or LSP's rights with respect to operation and governance of the Project.

**2. Permitted Water Rights.** CR acknowledges the Project Purposes. To support the Project Purposes, the Oversized Project Infrastructure shall not be used by CR to store, convey, or treat any CR Water Rights that results in the permanent dry up of irrigated agricultural land ("Buy and Dry") except as specifically provided for in subsections (a) to (c) below.

a. As of the Effective Date, the sole approved sources of CR Water Rights to be stored, conveyed, or treated via the Project Infrastructure shall be as follows:

i. those water rights described in Case No. 21CW3185 as of the date of this Agreement;

ii. new appropriations of water rights, the applications for which were filed after December 1, 2019;

iii. existing irrigation water rights located in Morgan, Washington, Logan, and Sedgwick Counties senior to December 1, 2019, if changed from irrigation uses ("changed water") only if:

1. a) all changed water is used for non-irrigation purposes for a maximum of three out of every ten years; or b) a maximum of thirty percent in any given year if the changed water is used for non-irrigation purposes on a rotational basis; and

2. the changed water continues to be used to irrigate the historically irrigated parcels when it is not used for the changed purposes.

iv. existing irrigation water rights located outside Morgan, Washington, Logan, and Sedgwick Counties senior to December 1, 2019 and changed from irrigation uses ("changed water"), only if:

1. the changed water was purchased for non-irrigation purposes prior to December 1, 2019; or

2. the changed water was purchased after December 1, 2019, for non-irrigation purposes and: a) all changed water is used for non-irrigation purposes for a maximum of three out of every ten years; or b) a maximum of thirty percent in any given year if the changed water is used for non-irrigation purposes on a rotational basis; and

3. the changed water continues to be used to irrigate the historically irrigated parcels when it is not used for the changed purposes.

b. Notwithstanding the restrictions in paragraph 2(a), if CR desires to use Oversized Project Infrastructure to divert, store, convey, or treat any sources of water other than the CR Water rights, it shall request PWSD's approval and LSP's approval in writing. LSP and PWSD each may, at their sole discretion, approve or disapprove additional sources of water CR may divert, store, convey and/or treat through the Oversized Project Infrastructure. Both LSP's and PWSD's written approval must be secured for CR to divert, store, convey, or treat any such other water.

c. Pursuant to paragraph 2.b., PWSD and LSP, by the acknowledgement and consent described in paragraph 10 and **EXHIBIT A**, approves, approve the following additional sources of water CR may store, convey and/or treat through the Oversized Project Infrastructure, subject to paragraph 1.d..

Designated Ground Water from the Lost Creek Basin. Case No. 99CV97, District Court, Adams County, quantified the historical consumptive use of and changed the uses of the Lost Creek ground water associated with Well Permit Nos. 8533-FP, 8534-FP, 8535-FP, and 31542-FP. The changed uses included municipal, replacement of depletions, recharge of the aquifer and for augmentation or replacement purposes.

<i>Amended Final Well Permit Nos.</i>	<i>Q40</i>	<i>Q160</i>	<i>Section</i>	<i>Appropriation Dates</i>	<i>Flow Rates (gpm)</i>	<i>Average Annual Volumetric Limits (af)</i>	<i>Maximum Banking Reserve (af)</i>
8533-RFP	SW	NW	29	8/15/1951	950	84.0	588.0
8534-RFP	SW	SW	29	3/1/1952	600	81.5	355.5
8535-RFP	SW	NW	29	5/1/1954	1,100	96.9	669.3
31542-FP	NE	NE	27	7/29/1964	1,000	193.3	1,094.1
<b>TOTAL</b>						<b>455.7</b>	<b>2,706.9</b>

Case No. 98CV1727, District Court, Adams County, approved the export of ground water associated with Well Permit Nos. 8533-FP, 8534-FP, 8535-FP, and 31542-FP from the Lost Creek Basin to the South Platte River Basin.

### **3. Participation Payments.**

a. Initial Participation Payment. CR acknowledges that PWSD has incurred costs associated with pursuing the Project. Upon execution of this Agreement, CR shall pay to PWSD an initial participation payment of Two Hundred Eighty Thousand dollars (\$280,000.00) as compensation for costs already incurred by PWSD as of the Effective Date in pursuing the Project, except for any real property rights acquired by PWSD ("Initial Participation Payment"). PWSD shall determine with LSP how to allocate the Initial Participation Payment to the Project or between PWSD and LSP.

b. Continuing Participation Payments. PWSD agrees that it shall be responsible for incurring costs associated with pursuing the Project. After the Initial Payment, at periodic intervals to be determined by the Parties, but no less frequently than annually, CR shall pay PWSD a continuing participation payment equal to a percentage of total preconstruction costs for design, engineering, permitting, land acquisition, financial planning, and other activities necessary to seek



construction bids and commence construction of the Project (“Preconstruction Costs”) incurred by PWSD since the last payment (“Continuing Participation Payment”). Unless the Project Participants agree otherwise in writing, any real property rights acquired by PWSD for the Project will be excluded from the Continuing Participation Payment costs. As of the Effective Date, the CR Participation Percentage shall be 25% of PWSD’s Preconstruction Costs, which the Parties may adjust in good faith based upon future economic and financial analysis reflecting the percent of the Oversized Project Infrastructure the Project Participants are projected to utilize to fully realize their anticipated yields and due to a variety of factors including without limitation participation of additional parties in the Project, the resizing of the Project, and allocation of use or ownership of Oversized Project Infrastructure as between Project Participants. PWSD shall adjust CR’s Continuing Participation Payments to reflect the then-current CR Participation Percentage. PWSD shall not reimburse CR for prior payments based on a higher CR Participation Percentage. If LSP so agrees, PWSD may include LSP’s Preconstruction Costs in these calculations for purposes of this Agreement. The Parties acknowledge that the PVWP Agreement grants LSP a 50% undivided interest in the Project Water Rights and a 50% voting right with respect to certain decisions related to Project construction and operation. Nothing herein shall change or dilute LSP’s interest in Project Water Rights or Project Infrastructure, or LSP’s rights, including voting rights, with respect to construction and operation of the Project pursuant to the PVWP Agreement.

4. **Right of First Refusal to Purchase Real Property - PWSD.** In consideration for the mutual promises contained in this Agreement, PWSD hereby grants CR a right of first refusal to purchase any land or interests in land acquired solely by PWSD for the Project (“PWSD Land”). If PWSD elects to sell any or all of its interest in the PWSD Land during the term of this Right of First Refusal, PWSD and CR shall comply with the following procedure.

a. CR acknowledges that LSP has a right of first refusal to purchase the PWSD Land that is senior to CR’s right of first refusal. .

b. If and/when PWSD completes the process described in paragraph 4.a., PWSD shall give written notice to CR of PWSD’s election to sell and of the proposed purchase terms (the “Notice”). CR shall have 28 days after receipt of Notice to deliver a written offer to purchase the PWSD Real Property on certain terms and conditions (the “CR Offer”).

i. If CR submits the CR Offer within the 28-day period, PWSD shall have 7 days to either accept the CR Offer or submit a counteroffer for CR’s consideration (the “PWSD Counteroffer”). CR shall have 7 days to accept in writing the PWSD Counteroffer.

ii. If CR fails to submit the CR Offer within the 28-day period or if CR rejects the PWSD Counteroffer, this Right of First Refusal shall terminate as to the portion of PWSD Real Property covered by the Notice, and PWSD shall be free to sell said portion of the PWSD Real Property to a *bona fide* purchaser at the terms of the Notice. However, if PWSD does not consummate the sale to a *bona fide* purchaser on the terms communicated to CR in the Notice, this Right of First Refusal shall remain in full force and effect with regard to PWSD’s subsequent decision(s) to sell all or any portion of the PWSD Real Property.

c. The Right of First Refusal hereby shall terminate on the 20<sup>th</sup> anniversary of the Effective Date of this Agreement unless terminated earlier or extended by subsequent agreement.

d. CR shall have the right to record a memorandum of this Right of First Refusal in any county in which PWSD Real Property is located.

e. This provision shall survive the termination of this Agreement, as to any PWSD Real Property owned by PWSD as of the date of the termination.

f. For purposes of this right of refusal, PWSD Land shall not include any water rights owned or acquired by PWSD. PWSD Land shall be limited to raw unimproved land. If any Project Infrastructure or Oversized Project Infrastructure is constructed on raw unimproved land owned or controlled by PWSD, the right of first refusal set forth in this paragraph 4 shall not apply to such Project Infrastructure or Oversized Project Infrastructure or the land upon which it is constructed. Any CR rights to real property upon which Oversized Project Infrastructure is being or has been constructed shall be set forth in a separate agreement, which the Parties anticipate will be executed prior to construction of any Oversized Project Infrastructure.

5. **Right of First Refusal to Purchase Real Property - CR.** In consideration for the mutual promises contained in this Agreement, CR hereby grants PWSD right of first refusal to purchase any real property acquired by CR for the Project (“CR Real Property”). If CR elects to sell any or all of its interest in the CR Real Property during the term of this Right of First Refusal, PWSD and CR shall comply with the following procedure.

a. CR shall give written notice to PWSD of CR’s election to sell and of the proposed purchase terms (the “Notice”). PWSD shall have 28 days after receipt of Notice to deliver a written offer to purchase the CR Real Property on certain terms and conditions (the “CR Offer”).

i. If PWSD submits the PWSD Offer within the 28-day period, CR shall have 7 days to either accept the PWSD Offer or submit a counteroffer for PWSD’s consideration (the “CR Counteroffer”). PWSD shall have 7 days to accept in writing the CR Counteroffer.

ii. If PWSD fails to submit the PWSD Offer within the 28-day period or if PWSD rejects the CR Counteroffer, this Right of First Refusal shall terminate as to the portion of CR Real Property covered by the Notice. However, if CR does not consummate the sale to a *bona fide* purchaser on the terms communicated to PWSD, in the Notice, this Right of First Refusal shall remain in full force and effect with regard to CR’s subsequent decision(s) to sell all or any portion of the CR Real Property.

b. The Right of First Refusal hereby shall terminate on the 20<sup>th</sup> anniversary of the Effective Date of this Agreement unless terminated earlier or extended by subsequent agreement.

c. PWSD shall have the right to record a memorandum of this Right of First Refusal in any county in which CR Real Property is located.

d. This provision shall survive the termination of this Agreement, as to any CR Real Property owned by CR as of the date of the termination.

e. For purposes of this right of refusal, CR Real Property shall not include any water rights owned or acquired by CR. CR Real Property shall be limited to raw unimproved land. If any Project Infrastructure or Oversized Project Infrastructure is constructed on raw unimproved land owned or controlled by CR, the right of first refusal set forth in this paragraph 5 shall not apply to such real property. Any CR rights to CR Real Property upon which Oversized Project Infrastructure is being or has been constructed shall be set forth in a separate agreement, which the Parties anticipate will be executed prior to construction of any Oversized Project Infrastructure.

6. **Joint Ownership of Project Information.** The Project Participants shall each have an undivided ownership in all information in all formats used by or generated by one or more of the Project Participants or any contractors hired by one or more of the Project Participants in furtherance of the Project (“Project Information”). Such Project Information includes but not limited to reports, analyses, drawings, estimates, assessments, studies, engineering, and plans and specifications associated with the design, engineering, permitting, land acquisition, environmental assessments, financial planning, and other matters necessary to obtain all of the necessary project permits and approvals and then to seek construction bids and commence construction of the Project as outlined in this Agreement. Such Project Information also includes but is not limited to any information that is the subject of the Initial Participation Payment or a Continuing Participation Payment. This provision shall survive the termination of this Agreement, as to any Project Information existing as of the date of the termination.

7. **Joint Ownership of Permits and Approvals.** To the extent permissible under the terms and conditions of the permits and approvals, the Project Participants shall each have an undivided ownership in permits and approvals (“Project Permits/Approvals”) obtained by one or more of the Project Participants or any contractors hired by one or more of the Project Participants in furtherance of the Oversized Project Infrastructure as outlined in this Agreement. This provision shall survive the termination of this Agreement, as to any Project Permits/Approvals existing as of the date of the termination.

8. **Term and Termination.** This Agreement shall be perpetual, unless terminated by either Party upon written notice to the other Party. Upon termination, CR shall pay PWSD for any outstanding expenses incurred by PWSD but not yet reimbursed by CR in a Continuing Participation Payment. PWSD shall reimburse CR for any funds advanced to PWSD by CR that were not for expenses incurred on or before the date of termination.

9. **LSP Approvals.** CR acknowledges that PWSD and LSP have obligations to one another, which are set forth in the PVWP Agreement.. Nothing set forth herein shall supersede PWSD’s obligations to LSP set forth in the PVWP Agreement or change, dilute, or increase any rights or obligations of LSP pursuant to the PVWP Agreement.. Any time approval by LSP is required pursuant to the PVWP Agreement, PWSD’s obligations to CR under this Agreement shall be subject to such approval.

**10. LSP's Acknowledgement and Consent.** By the resolution of the Board of LSP attached hereto as **EXHIBIT A**, LSP has acknowledged the benefit of CR's participation in the Project, has consented to and only to CR's participation in the Project, and has consented to the sources of CR Water described in paragraph 2(a) to (c) above subject to the requirements and limitations described herein.

**10. Miscellaneous.**

a. Assignment. Except as set forth herein, neither this Agreement, nor any of a Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part without the prior written consent of the other Party and the consent of LSP, which consent may be withheld in such Party's sole discretion regardless of the qualifications, capabilities, or virtues or any proposed assignee. Any attempted assignment without approval of the other Party or without the consent of LSP shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to withhold consent to any subsequent assignment.

b. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint ventures or partners between the Parties. None of the Parties shall have any right or authority to act on behalf of or bind the other Party.

c. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties.

d. Waiver. The waiver of a breach of any of the provisions of this Agreement by a Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

e. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

f. Severability. Invalidation of any of the provisions of this Agreement or of any section, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

g. No third-party beneficiaries. There are no third-party beneficiaries of this Agreement, except LSP as described herein.

h. Governing Law and 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 Douglas County, Colorado.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one

Agreement. In addition, the Parties agree to recognize signatures of this Agreement transmitted by telecopy or email as if they were original signatures.

j. Remedies. In addition to all remedies allowed at law or equity and those set forth in this Agreement, this Agreement may be terminated for a material breach by either Party. In the event a Party alleges a breach or default of this Agreement, the non-defaulting Party shall first notify the defaulting Party in writing of such default and specify the exact nature of the alleged default in such notice. The defaulting Party shall have 28 days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies hereunder, provided that: (i) such default is capable of being cured, (ii) the defaulting Party has commenced such cure within said 28-day period, and (iii) the defaulting Party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such 28-day period, corrective action must be commenced within such period by the defaulting Party and thereafter diligently pursued.

k. No Waiver of Governmental Immunity. The Parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as the same may be amended.

l. Multi-year Financial Obligation. All financial obligations of the Parties under this Agreement are expressly made subject to annual appropriation and budgeting by their governing bodies.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date set forth herein as evidenced by signature of each of the Parties.

*[Remainder of Page Intentionally Blank – Signatures on Following Page]*



**PARKER WATER & SANITATION DISTRICT**  
A Colorado special district and political subdivision

By: \_\_\_\_\_  
Merlin Klotz, Chair

**ATTEST:**

\_\_\_\_\_

Title: \_\_\_\_\_

**TOWN:**

**ATTEST:**

**TOWN OF CASTLE ROCK,**  
acting by and through the Town of Castle Rock  
Water Enterprise

\_\_\_\_\_  
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

Exhibit A  
RESOLUTION  
09-2024-001

LOWER SOUTH PLATTE WATER CONSERVANCY DISTRICT

WHEREAS, the Lower South Platte Water Conservancy District (“LSP”) has entered into an agreement with Parker Water and Sanitation District (“PWSD”) to develop and construct the Platte Valley Water Partnership Project (“Project”), and to store and convey certain water rights owned by the LSP and/or PWSD and other water rights LSP and PWSD are seeking to confirm, including but not limited to those in Case No. 19CW3253, District Court, Water Division No. 1 (“LSP/PWSD Water Rights”);

WHEREAS, the Project is intended to provide additional reliable water supplies for LSP’s and PWSD’s service needs in a manner that preserves and supports agricultural uses in the South Platte River Basin by capturing South Platte River water that would otherwise leave the State of Colorado without being put to a beneficial use (“Project Purposes”);

WHEREAS, the Town of Castle Rock (“CR”) desires to participate in the Project and use the oversized Project infrastructure to store and convey certain water rights owned by CR and other water rights CR is seeking to obtain, including but not limited to those in Case No. 21CW3185, District Court, Water Division No. 1;

WHEREAS, CR and PWSD desire to oversize the Project infrastructure (“Oversized Project Infrastructure”) to divert, convey, store and treat the LSP/PWSD Water Rights and CR Water Rights (collectively “Project Water Rights”) in a manner that allows the Project participants to fully utilize the Project Water Rights and wish to cooperate with LSP to do so;

WHEREAS, PWSD and CR have negotiated an Intergovernmental Agreement regarding the Platte Valley Water Partnership, a copy of which is attached to this Resolution, to address payment by CR of some preconstruction costs and the potential for CR’s participation in the Project;

WHEREAS, PWSD, LSP, and CR intend to design, construct, and operate the Oversized Project Infrastructure in such a manner that PWSD and LSP are able to fully develop divert, store, treat, and convey the LSP/PWSD Water Rights to the fullest extent permissible.;

WHEREAS, it is believed that CR’s participation in the Project and use of the Oversized Project Infrastructure can occur without interfering in any way with the ability to achieve the Project Purposes or the ability to fully develop divert, store, treat, and convey the LSP/PWSD Water Rights to the fullest extent permissible; and

WHEREAS, CR has requested that the LSP acknowledge the benefit of and consent to CR’s participation in the Project.

NOW, THEREFORE, be it resolved by the Board of Directors of LSP that:

1. LSP hereby acknowledges the benefit of CR's potential participation in the Project and consents to and only to CR's participation in the Project and that CR may store, convey, and/or treat through the Oversized Project Infrastructure the sources of CR Water described in paragraph 2 of that agreement between PWSD and CR, a copy of which is attached to this Resolution, subject to the requirements and limitations in that agreement.

2. LSP does not hereby waive any rights regarding the Project, its participation in the Project, or pursuant to its agreements with PWSD.

3. Nothing herein shall grant to or acknowledge any rights of CR except as specifically described herein. Nothing set forth herein shall be deemed to grant to CR any rights to share or use any of the LSP/PWSD Water Rights or that will interfere with or diminish PWSD's or LSP's ability to use Project infrastructure or to develop, divert, store, treat, and convey the PWSD Water Rights or the LSP Water Rights to the fullest extent permissible by law, or that will interfere with or diminish PWSD or LSP's rights with respect to operation and governance of the Project.

The provisions of this Resolution shall take effect immediately.

Adopted and approved this 16<sup>th</sup> day of September, 2024

Lower South Platte Water Conservancy District

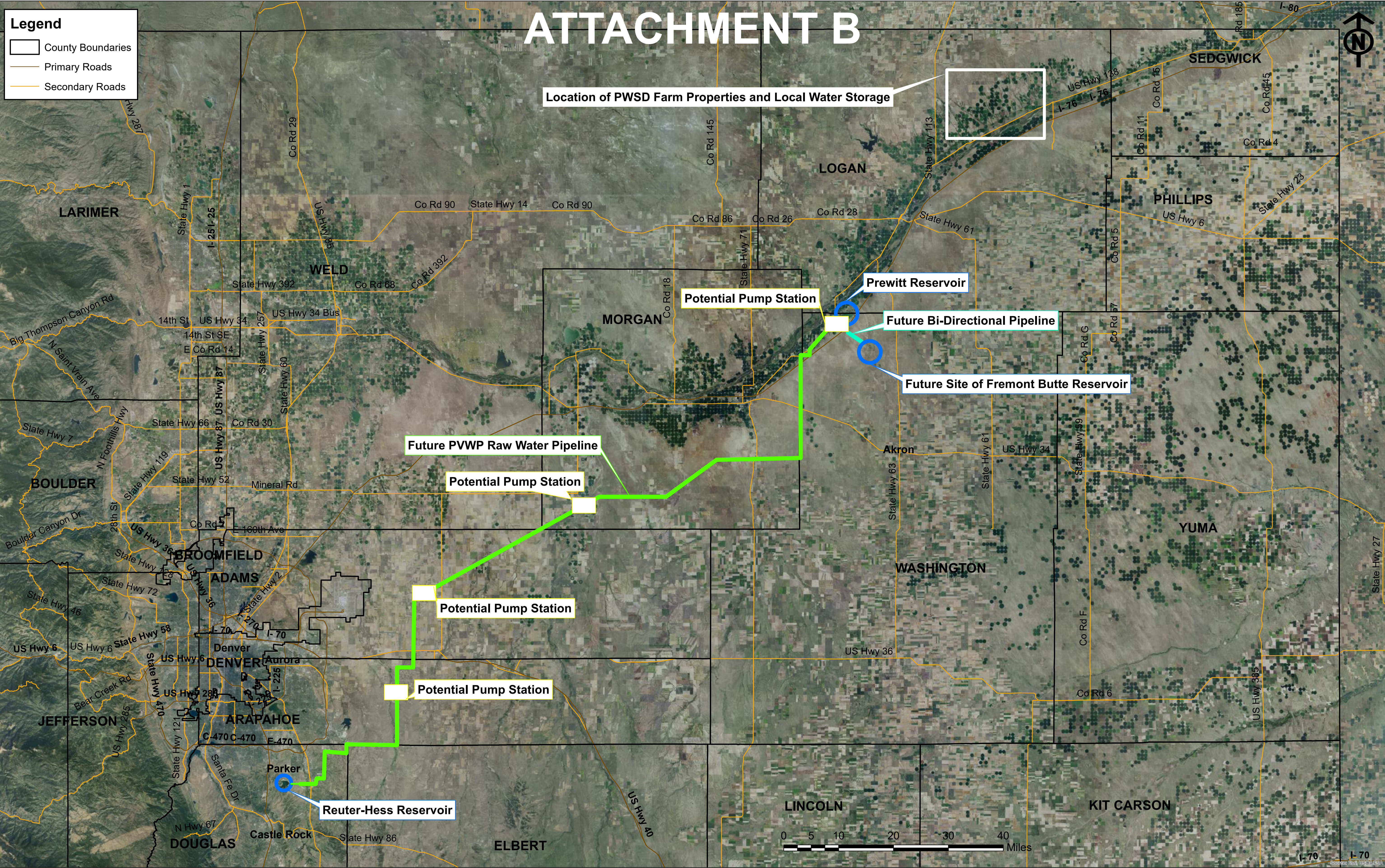
By:   
President of the Board

ATTEST:

By:   
Secretary of the Board



# ATTACHMENT B





**LOWER SOUTH PLATTE WATER CONSERVANCY DISTRICT AND PARKER  
WATER AND SANITATION DISTRICT  
PLATTE VALLEY WATER PARTNERSHIP INTERGOVERNMENTAL AGREEMENT**

THIS LOWER SOUTH PLATTE WATER CONSERVANCY DISTRICT AND PARKER WATER AND SANITATION DISTRICT PLATTE VALLEY WATER PARTNERSHIP INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this 9th day of September 2021 (the "Effective Date"), by and between the PARKER WATER AND SANITATION DISTRICT, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes, ("PWSD") and the LOWER SOUTH PLATTE WATER CONSERVANCY DISTRICT, a water conservancy district organized and existing pursuant to the provisions of Title 37, Article 45 of the Colorado Revised Statutes, ("LSP") (individually a "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the Parties are authorized to operate water delivery systems to provide water service and/or augmentation water to their customers;

WHEREAS, the Parties have applied for water storage and exchange rights and a change of water rights (collectively, the "Water Rights") as described in Case No. 19CW3253, Water Division No. 1 (the "Water Court Case") and intend to develop a water storage and conveyance project (the "Project") as generally described in the Water Court Case, which, in part, is proposed to consist of the following non-exhaustive list of major shared physical components or rights to the shared use of the following major physical components (the "Shared Infrastructure"):

1. Storage of water in a reservoir to be constructed (the "Iliff Reservoir") for direct use and exchange by both PWSD and LSP and the Iliff Reservoir itself;
2. An exchange from the point(s) of discharge to the South Platte River from the Iliff Reservoir to the inlet canal for the Prewitt Reservoir for use by both PWSD and LSP;
3. A contractual right to use the Prewitt Reservoir diversion structure, inlet canal, Prewitt Reservoir, and outlet works to divert and convey the Water Rights as agreed upon by the Parties and the operator of Prewitt Reservoir;
4. A contractual right to storage capacity in the Prewitt Reservoir forebay;
5. Storage of water in another new reservoir to be constructed (the "Fremont Butte Reservoir") via a pump and two-way pipeline which will convey water from the Prewitt Reservoir Forebay to the Fremont Butte Reservoir and which will carry water back for distribution to PWSD and LSP;; and
6. A shared portion of a water delivery pipeline and pump station that will deliver water to PWSD and to LSP.



WHEREAS, in addition to the Shared Infrastructure, each Party may need to construct other physical infrastructure solely serving each Party (either the “PWSD Infrastructure” or the “LSP Infrastructure” as applicable, and collectively with the Shared Infrastructure, referred to herein as the “Project Infrastructure”);

WHEREAS, a major piece of PWSD Infrastructure will be a pipeline from Prewitt and Fremont Butte Reservoirs to PWSD’s system located in Douglas County, Colorado (“PWSD Delivery Pumpstation and Pipeline”), provided that the shared portion of the PWSD Delivery Pumpstation and Pipeline that will be used by both LSP and PWSD shall constitute Shared Infrastructure;

WHEREAS, a diagram generally depicting the major elements of the Project Infrastructure is attached hereto as **Exhibit A**;

WHEREAS, the Project Infrastructure will be used to store and convey water for PWSD (“PWSD Water”) and LSP (“LSP Water”), which is contemplated to consist of the Water Rights and any other water either Party may lawfully store in or convey via the Project Infrastructure pursuant to the terms of this Agreement;

WHEREAS, PWSD's purposes for undertaking the Project are to increase its renewable water supply for its expanding customer base while preserving sufficient water for agricultural irrigation on property owned by PWSD in Logan County;

WHEREAS, LSP's purposes for undertaking the Project are to obtain additional water supplies and use of storage and conveyance facilities to better serve its constituents, program participants, and customer base;

WHEREAS, together, the Parties intend their cooperative efforts to provide additional reliable water supplies for their customers in a manner that preserves and supports agricultural uses in the South Platte River Basin by capturing South Platte River water that would otherwise leave the State of Colorado without being put to a beneficial use;

WHEREAS, due to the scope of the Project and its perpetual nature, the Parties anticipate that modifications to the current plans will be necessary and operation of the Project will need to be adjusted over time;

WHEREAS, the Parties desire to cooperate and maintain flexibility to address issues as they arise so that the Parties can best fulfill their respective goals into the future and for the Parties to establish a framework for such; and

WHEREAS, in furtherance of the Project and the Parties' goals and to set forth the terms and conditions pursuant to which the Parties will undertake the Project, the Parties find and determine that it is in their best interests to enter into this Agreement.

NOW THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the adequacy of which is hereby acknowledged, for themselves

and their successors, do hereby agree as follows:

**ARTICLE I**  
-  
**DEFINITIONS**

In addition to the terms defined throughout this Agreement, the terms set forth below shall be defined as follows:

"2003 Water Rights" shall mean water rights owned by PWSD pursuant to the decree entered on July 20, 2015 in Case No. 03CW428, District Court, Water Division 1, Colorado, which although a part of the Water Court Case will remain solely owned by PWSD and are not being shared with LSP.

**ARTICLE II**  
-  
**WATER COURT CASE**

1. The Parties affirm the Parties' Joint Representation Agreement dated December 26, 2019, including their agreement to jointly prosecute the application filed in the Water Court Case, as such may be amended by the Parties.
2. Unless otherwise agreed to by the Parties in writing, the Parties shall be responsible for their own costs and attorneys' fees associated with prosecuting the Water Court Case.

**ARTICLE III**  
-  
**WATER RIGHTS OWNERSHIP AND USE**

1. Water Rights Ownership. PWSD and LSP shall each own an undivided one-half interest in the Water Rights, except for the 2003 Water Rights that are and shall remain the sole property of PWSD.
2. Water Rights Use. PWSD and LSP shall have the right to use their share of the Project Water as each Party deems appropriate in its sole discretion, subject to the terms of the Water Court Case and allocation provisions of this Agreement. The use, but not ownership, of all physical water available to the Parties resulting from the Water Rights (the "Project Water") shall be allocated between the Parties on at least an annual basis, provided that PWSD shall have the exclusive right to use the 2003 Water Rights. The parties shall jointly establish guidelines for allocation of use of the Project Water as between the Parties, which shall include the use of one Party's share of the Project Water by the other Party based upon Project financing considerations, need considerations, physical ability to use such water at any given time, structural considerations, and any other considerations as the Parties deem appropriate. The Parties contemplate that one Party may lease to other Party or otherwise provide permission for use by the other Party of some portion of the first Party's share of the Project Water. Such leasing or permissive use shall be considered in the allocation of Project costs between the Parties. The allocation of use of the

Project Water may change based upon agreement of the Parties. For each year that Project Water, except the 2003 Water Rights, is expected to be available for use, the Parties shall meet no later than October 1 of the year prior to the water year in which such water is expected to be available, to establish the anticipated allocation of Project Water and use of such water.

3. Compliance With Water Court Case Decree. All Project Water used by either Party shall comply with the terms of the Water Court Case decree and all applicable laws, including without limitation the decreed area of use.

## ARTICLE IV

-

### PROJECT INFRASTRUCTURE

1. Infrastructure Ownership. All PWSD Infrastructure shall be owned by PWSD. All LSP Infrastructure shall be owned by LSP. The Parties contemplate sharing ownership and use rights to the Shared Infrastructure via a licensing arrangement pursuant to which PWSD shall own the Shared Infrastructure and LSP shall have a perpetual license to use the Shared Infrastructure or via an arrangement pursuant to which LSP will acquire an ownership percentage in the Shared Infrastructure that increases over time as LSP contributes to the costs of the Project. Prior to the commencement of design of any part of the Shared Infrastructure, the Parties shall determine actual ownership and license rights of the Shared Infrastructure as the Parties deem appropriate.

2. Phased Construction. To the extent feasible, the Parties may agree to construct portions of the Shared Infrastructure in phases to meet the Parties' planning needs and capabilities. Neither Party shall be obligated to construct any element of the Project Infrastructure, including the Shared Infrastructure, at any time unless agreed upon after the design has been completed and the cost allocation established.

3. Shared Infrastructure Planning. The Parties shall coordinate and cooperate with each other to establish specific plans and guidelines for the timing, design, permitting, and construction of Project Infrastructure, including without limitation cost allocations of such. The Parties contemplate the following, which shall serve as the initial guidelines of the Parties until refined or amended:

a. The Parties shall cooperate and coordinate with each other to negotiate agreements to accomplish the Project, to attain the right to use structures of third-parties, to accomplish permitting, and to acquire property ownership or use rights, including without limitation, an agreement with the Morgan-Prewitt Reservoir Company, Logan Irrigation District, and Iliff Irrigation District (owners of the Prewitt Reservoir) concerning the use of Prewitt Reservoir and related facilities, agreements with the owners of ditches and other facilities related to the conveyance of water to and from Iliff Reservoir as identified in the Water Court Case, ditch operators, and agreements with other governmental entities (collectively, the "Related Agreements"). Unless otherwise agreed by the Parties and prior to entering into such Related Agreements, the Parties shall be responsible for their own costs and fees related to negotiation of such. Prior to or concurrently with the execution of the Related Agreements, the Parties shall establish their respective obligations in performing the terms and conditions of such agreements, either in

the Related Agreements themselves or in separate agreements between the Parties. The Parties shall conduct their Project activities and use the Project Infrastructure in compliance with other Project-related agreements to which both Parties are parties.

b. The Parties shall cooperate and coordinate with each other for the engagement of consultants for purposes of the Water Court Case, consultants for financial planning, consultants for project permitting, and consultants for site feasibility evaluations. The Parties have agreed to the cost allocation of such consultants retained prior to the date of this Agreement. Unless otherwise agreed to by the parties and prior to retaining additional consultants, prior to or concurrently with the engagement of such additional consultants, the Parties shall establish their respective obligations in performing the terms and conditions of such engagements including without limitation cost allocations, either in the related engagement agreements themselves or in separate agreements between the Parties.

c. The Parties shall cooperate and coordinate with each other on the initial internal design work and planning of Shared Infrastructure. The Parties shall cooperate and coordinate with each other to estimate the costs for design and construction of the Shared Infrastructure and to negotiate agreements for the design and construction of Shared Infrastructure. Unless otherwise agreed to by the Parties and prior to entering into agreements for such design and construction, the Parties shall be responsible for their own costs and fees related to initial internal estimation, design work, and planning. Prior to or concurrently with the execution of any agreements for outside design or construction of Shared Infrastructure, the Parties shall establish their respective obligations in performing the terms and conditions of such agreements and for the allocation of design and construction costs. Unless agreed otherwise by the Parties in writing, PWSD shall be responsible for all costs associated with PWSD Infrastructure, LSP shall be responsible for all costs associated with LSP Infrastructure. The Parties contemplate that PWSD shall contract for the design and construction of the Shared Infrastructure in accordance with applicable law and PWSD's internal procedures and policies, and that PWSD shall pay all such related costs, subject to contribution by LSP as agreed upon by the Parties.

d. If third parties are granted rights to capacity in any element of the Shared Infrastructure, the Parties shall establish guidelines for adjustment of the Parties' cost allocations as a result of third parties' contribution to the costs of the Shared Infrastructure.

The Parties shall conduct their Project activities and use the Project Infrastructure in compliance with other Project-related agreements to which both Parties are parties.

4. Permitted Water Rights. The Parties may use their rights to the Shared Infrastructure to store and convey water produced from the Water Rights and PWSD's 2003 water rights. In addition, the Parties may use their rights to the Shared Infrastructure to store and convey any water permitted by law, subject to guidelines to be established jointly by the Parties, provided it does not impair the other Party's yield or negatively impact the Project as contemplated herein, and is consistent with Related Agreements.

## ARTICLE V

### FINANCING

1. Feasibility. For the claims made in Case No. 19CW3253, the Parties have evaluated the legal and physical availability of water for the rights claimed, the technical and economic feasibility of the Project, the ability of the Parties to acquire rights to property needed for the Project, and the ability of the Parties to obtain permits required for the Project. With respect to the economic feasibility of the Project, the parties have evaluated the timing and costs of design, engineering, construction, land acquisition, permitting, and other project-related activity. The parties have determined that the following financing mechanisms are or are reasonably probable to be available:

- a. Leases or other water sharing arrangements between the Parties;
- b. Loans and grants, including without limitation those available from federal and state sources;
- c. Allotment contracts and other water supply contracts;
- d. Water activity enterprise charges;
- e. Tax levies and other special assessments;
- f. Bonding;
- g. Fees and rate charges;
- h. Fees for parks and recreation services; and
- i. Third-party payments for participation in the Project, including payments for use of Project capacity.

Based on the Parties initial evaluation and the financing tools that may reasonably be available, the Parties have determined there is a substantial probability that within a reasonable time the Project facilities can and will be completed and that there are multiple pathways available to finance the Project. The Parties shall continue to exercise best efforts to pursue all financing sources.

2. Pre-Construction Costs. The Parties are currently incurring and anticipate incurring additional costs prior to construction of the Shared Infrastructure. These costs are anticipated to be incurred over the next several years and will be related to Project planning, design, engineering, property acquisition, permitting, and will include payments to potential conveyance and storage facility owners, including but not limited to the Prewitt Operating Group.

- a. Incurred Pre-Construction Costs. With respect to the Project costs incurred by PWSD for the Prewitt Operating Group's legal, economic analysis, and engineering expenses and for PWSD and LSP's economic analysis, PWSD shall incur and pay such costs subject to reimbursement by LSP of one-half of their amount provided that LSP budgets for and obtains the required funds to make such reimbursement. If LSP does not budget for and obtain the funds required to make such reimbursement, the Parties shall cooperate in good faith for LSP to reimburse the funds via other available means, including those set forth in Section 3 of this Article V, below.



b. Future Pre-Construction Costs. With respect to amounts payable to the Prewitt Operating Group under Sections 6.2.1 and 6.2.2 of the agreement with the Prewitt Operating Group and prior to incurring additional pre-construction Project Costs, the Parties shall agree upon cost allocation and payment obligations of each Party. The Parties anticipate that PWSD may pay the majority of such costs subject to reimbursement by LSP of all or a portion of its future pre-construction costs via the mechanisms set forth in Section 3 of this Article V, below.

3. Construction and Post-Construction Costs. On or before completion of all work necessary to commence construction of the Shared Infrastructure, the Parties shall establish a method for allocating payment for construction of the Shared Infrastructure. If LSP is unable to satisfy its payment obligation monetarily, upon agreement by PWSD (which PWSD may grant or withhold in PWSD's sole discretion), LSP may satisfy its payment obligation with the following non-monetary contributions:

- a. The provision of LSP Water to PWSD. LSP may defer use of LSP Water and deliver it to PWSD for PWSD's sole use at a rate to be agreed upon by the Parties, provided it shall be no greater than fair market value for comparable leases.
- b. An hourly or flat fee payment for LSP operating and/or maintaining Shared and/or PWSD Infrastructure.
- c. An hourly or flat fee payment for LSP coordinating and managing alternative transfer method water leases for PWSD with local water users, which provide additional sources of water for use by PWSD.
- d. Any other non-monetary contribution agreed upon by the Parties.

The Parties shall act in good faith to adjust their cost sharing arrangements as needed to reasonably accommodate financing options.

## ARTICLE VI

-

### OPERATION, MAINTENANCE, AND REPLACEMENT OF PROJECT INFRASTRUCTURE

1. LSP Infrastructure and PWSD Infrastructure. Each Party shall be responsible for the costs of operating, maintaining, and replacing its own infrastructure. Each Party shall operate and maintain its own infrastructure in a manner that does not impair the other Party's yield or ability to convey and store water as part of the Project.

2. Shared Infrastructure. The Parties contemplate sharing the costs of operating, maintaining, and replacing the Shared Infrastructure in proportion to their capacities in the Shared Infrastructure, subject to adjustment depending on third-party participation. The Parties shall jointly establish a structure for the assessment and payment of charges for operating, maintaining, and replacing the Shared Infrastructure.

3. Project System Losses. The Project Water shall be subject to evaporation, seepage and conveyance losses, as well as losses from measurement errors. The Parties shall jointly

establish guidelines for estimation and assessment of such losses based on a mutually agreed upon formula.

## ARTICLE VII

-

### PROJECT DECISION-MAKING, COORDINATION, AND OPERATION

1. General. The Parties shall cooperate and coordinate regarding Project decisions in furtherance of the terms and conditions of this Agreement and the Parties' Project goals. Each Party shall designate a representative from the Party's management team as the primary contact for such Party. The representatives shall regularly communicate and coordinate all aspects of the Project. The representatives shall establish a regular meeting schedule no less than quarterly during which the Parties shall address any matters related to the Project. An annual report concerning the Project shall be prepared by the Parties for delivery to their respective Boards for review.

2. Third Party Participation.

a. The Parties anticipate third parties will participate in the Project, which may involve sharing Project Costs and Project Infrastructure. The Parties shall consult on all decisions regarding participation by third parties in the Project. Except as otherwise provided herein, neither Party shall have the right to prevent the other from entering into agreements with third parties to use Project Infrastructure that solely serves the other Party, provided such use will not impair a Party's participation in the Project or impair the ability of either Party to fully utilize its share of the Water Rights and will not be inconsistent with other Related Agreements.

b. Any contractual right granted by the Parties to third parties for the use of the Shared Infrastructure shall be subject to and strictly comply with any and all rules and regulations and guidelines issued by the Parties, and shall be subject to and subordinate to the Parties' rights to use of the Shared Infrastructure. Such right of third parties shall not in any way interfere with, limit, impair, or adversely affect the Parties' rights to use of the Shared Infrastructure, the Water Rights, or the Parties' legal or physical ability to divert, convey, or store the Parties' water rights in or through the Shared Infrastructure. Any third-party water diverted, conveyed, or stored in or by the Shared Infrastructure shall be subject to spill or release from the Shared Infrastructure before any of the Parties' water.

c. The Parties may enter into agreements with other water providers to upsize the Shared Infrastructure to convey other water providers' water that is not a result of Buy and Dry, as defined in Section 3.a. of this Article VI, and the Parties may allow third parties to use the Shared Infrastructure to store or convey water.

d. Prior to granting the right to a third party to use a Party's Infrastructure or a Party's share of the Shared Infrastructure, the other Party shall have a right of first refusal on substantially the same terms that would be provided to the third party.

3. Restrictions on Water in Shared Infrastructure - No Buy and Dry. Except as expressly permitted herein and unless the Parties agree otherwise or unless such is further limited by Related Agreements, in furtherance of the Parties' intent to develop a water project that protects agricultural activities, the sources of water that may be stored or conveyed through the Shared Infrastructure shall involve water that does not result in the permanent dry up of irrigated agricultural land ("Buy and Dry") in the counties of Morgan, Washington, Logan and Sedgwick subsequent to the date of this Agreement. The following are sources of water that shall not be considered to constitute Buy and Dry, and therefore it shall be permissible to store and convey them through the Shared Infrastructure:

- a. Water derived from the Water Rights;
- b. Water derived from PWSD's 2003 Water Rights and from any other water rights owned by PWSD as of the date of this Agreement;
- c. New Appropriations of water rights, the applications for which were filed after December 31, 2019;
- d. Water diverted pursuant to "free-river conditions"; and
- e. Water derived from Alternative Transfer Methods (ATMs), as agreed upon by the Parties.

## ARTICLE VIII

-

### TERM AND TERMINATION

1. The term of this Agreement shall be perpetual, subject to termination by mutual written agreement of the Parties.

## ARTICLE IX

-

### MISCELLANEOUS

1. Assignment. Except as set forth herein, neither this Agreement, nor any of a Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part without the prior written consent of the other Party, which consent shall not unreasonably be withheld. The Parties agree that the following grounds of refusal would be reasonable: assignee's inability to meet financial obligations of the assigning Party, or insufficiently shared goals with the assignee. Any attempted assignment without approval of the other Party shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to withhold consent to any subsequent assignment.

2. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint ventures or partners between the Parties. Neither of the Parties shall have any right or authority to act on behalf of or bind the other Party.

3. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such

agreement.

4. Waiver. The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

5. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

6. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

7. No third-party beneficiaries. There are no third-party beneficiaries of this Agreement.

8. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or email as if they were original signatures.

10. Remedies. In addition to all remedies allowed at law or equity and those set forth in this Agreement, either Party may terminate this Agreement for a material breach by the other Party. In the event a Party alleges the other Party is in breach or default of this Agreement, the non-defaulting party shall first notify the defaulting party in writing of such default and specify the exact nature of the alleged default in such notice. Except in the case of non-payment of amounts due, the defaulting party shall have thirty (30) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder, provided that: (i) such default is capable of being cured, (ii) the defaulting party has commenced such cure within said 30-day period, and (iii) the defaulting party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such thirty (30) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued.


11. No Waiver of Governmental Immunity. The Parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq. as the same may be amended.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date set forth herein as evidenced by signature of each of the Parties.

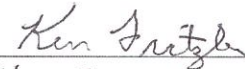
**PARKER WATER & SANITATION DISTRICT**  
A Colorado special district and political subdivision

By:   
Darcy Beard, Chair


**ATTEST:**

  
Title: Secretary

**LOWER SOUTH PLATTE WATER  
CONSERVANCY DISTRICT**

By:   
Ken Fritzler President

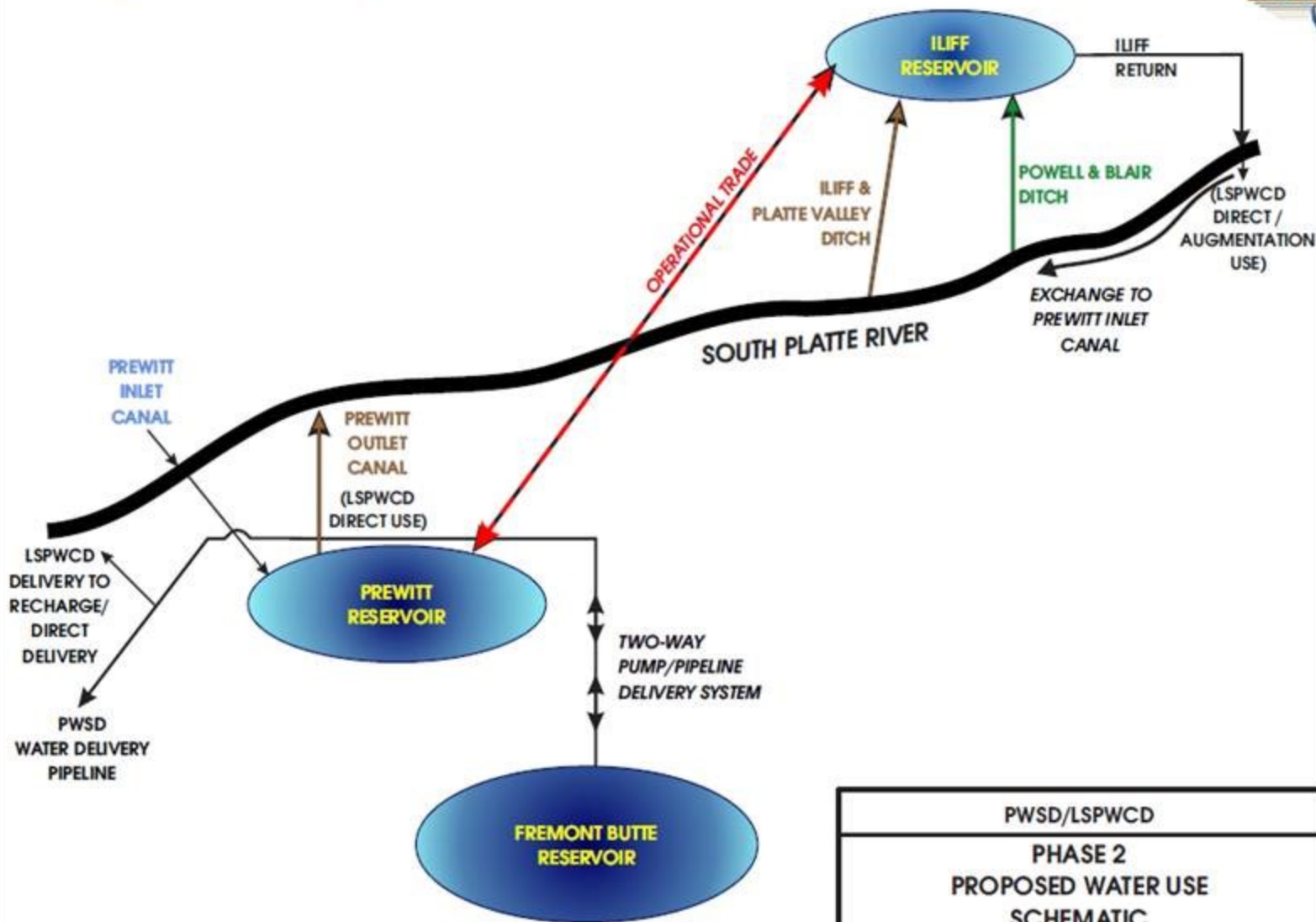
**ATTEST:**

  
Title: Secretary / Manager



**EXHIBIT A**

**PROJECT INFRASTRUCTURE DIAGRAM**



PWS/LSPWCD		
PHASE 2 PROPOSED WATER USE SCHEMATIC		
File Name: Phase 2 Schematic.cdr	Date: 06/2	
Project No.: 1489-20	Drawn By: VAL	Fig. No.: 9

CASTLE ROCK WATER

**RESOLUTION:  
INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN PARKER WATER AND SANITATION  
DISTRICT (PWSD) AND THE  
TOWN OF CASTLE ROCK FOR THE  
PLATTE VALLEY WATER PARTNERSHIP**

OCTOBER 15, 2024



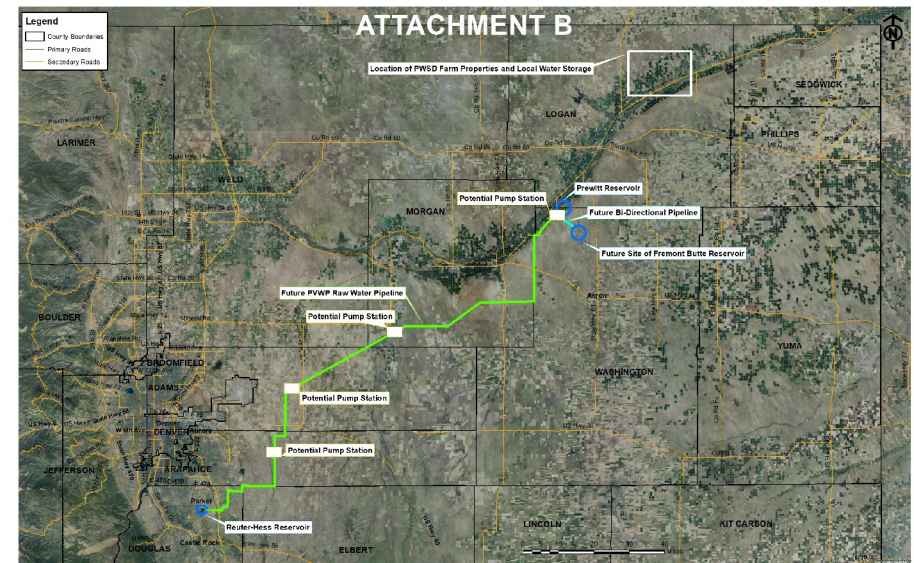
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# PVWP IGA

## BACKGROUND

- Parker Water and Sanitation District (PWSD) and Lower South Platte Water Conservancy District (LSP) formed the Platte Valley Water Partnership
- Project seeks to:
  - Address Parker's supply gap
  - Avoid "Buy and Dry"
  - Provides additional water to LSP
  - Optimizes existing infrastructure
- Castle Rock submitted Water Court application for new water right and storage rights on lower South Platte River (21CW3185)

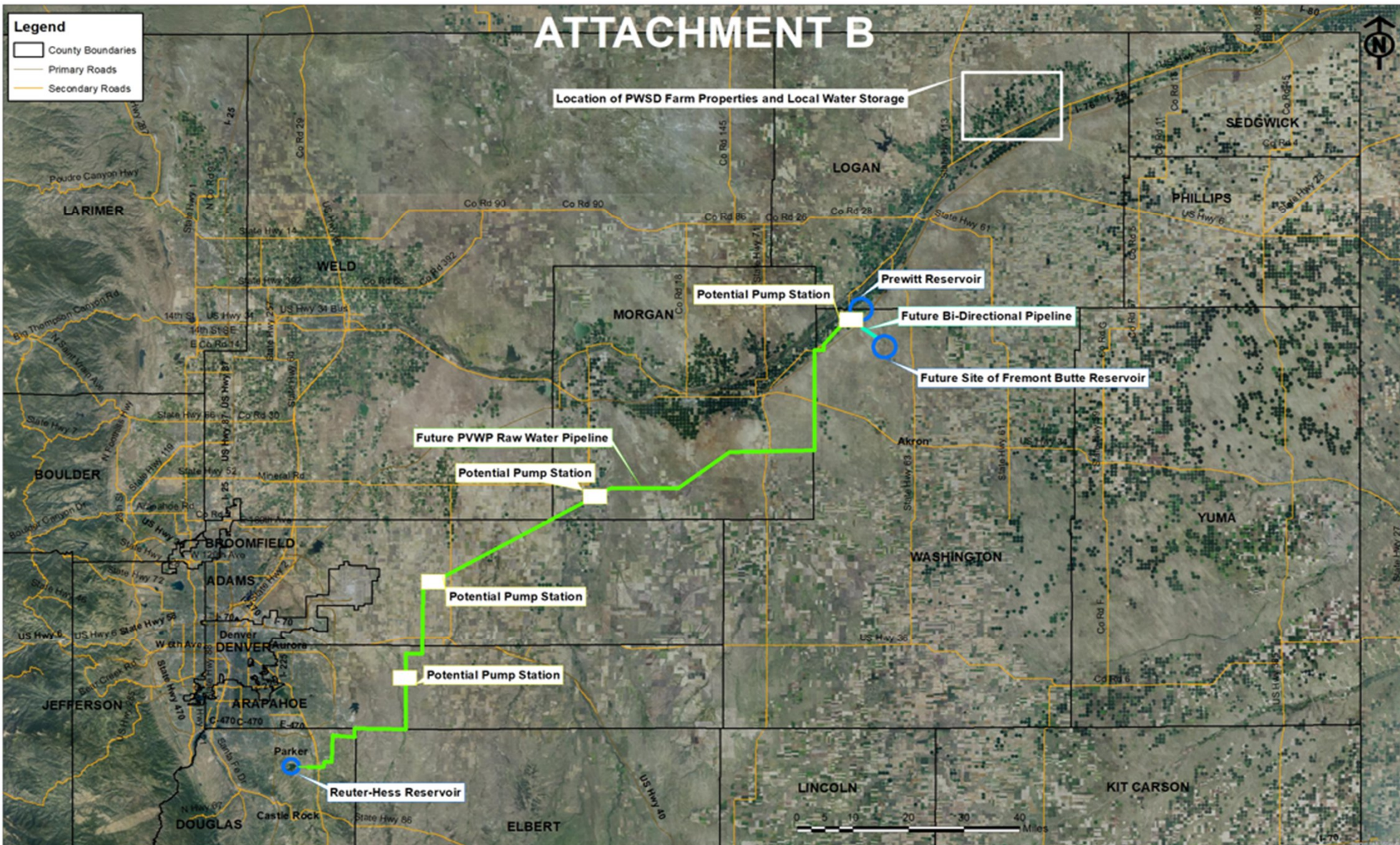


*Location of water rights and future project infrastructure  
(see larger format next slide)*



# ATTACHMENT B

- Legend**
- County Boundaries
  - Primary Roads
  - Secondary Roads





# PVWP IGA

## KEY TERMS

- IGA focus on preplanning for oversized project infrastructure
- PWSD/CRW agree to cooperate on project infrastructure to store and transmit water back to RHR
- No obligations to construct oversized infrastructure
- Permitted water rights are described
- Initial Payment of \$280,000
- CRW will make annual payments for 25% of preconstruction costs
- PWSD/CRW/LSP have equal interest in all planning documents under IGA
- PWSD/CRW/LSP have equal interest in all permits and approvals obtained under IGA
- CRW has first right of refusal for land acquired by PWSD and *vice versa*
- LSP has a senior right of first refusal for purchase of PWSD real property
- This IGA does not override agreement between PWSD and LSP
- If approvals are required in PWSD/LSP IGA, CRW will also be required to obtain approvals
- LSP has endorsed CRW participation
- CRW can terminate IGA at any time and stop payments

# PVWP IGA

## CASTLE ROCK'S PERMITTED WATER RIGHTS

- Case 21CW3185
  - Prewitt Reservoir: 722 AF, one refill per water year
  - Fremont Butte Reservoir: 8,000 AF, one refill per water year
- Lost Creek water rights (1,492 AF avg yield)
- Rothe Water Rights (770 AF)
- Other future sources must be approved by PWSD and LSP

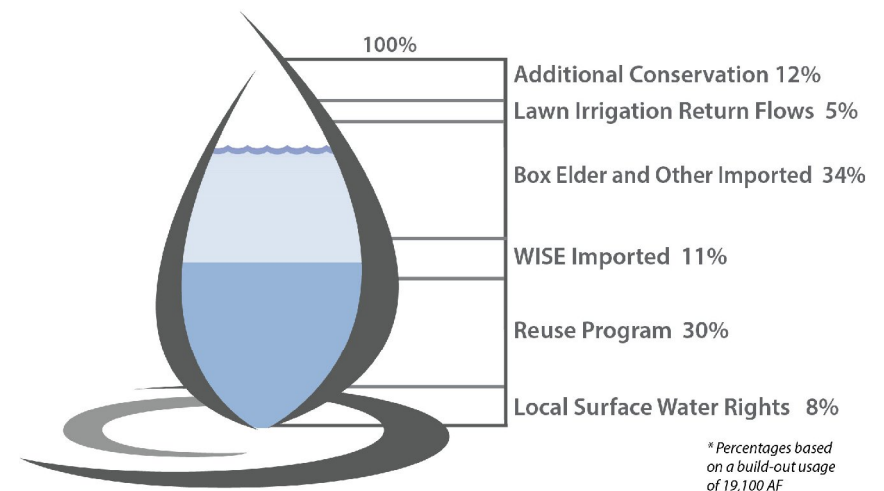


*Typical view along the lower South Platte River*

# PVWP IGA

## RENEWABLE WATER RIGHTS

- Strategic Goal – Achieving 100% renewable water by 2065
  - Average water yield of 3,000 AF
  - Comprises around 16% of our future demand
  - Allows Town to achieve renewable water goal



*Water supply breakdown in an average water year after PVWP implementation*

# PVWP IGA

## BUDGET & SCHEDULE

### Estimated Costs

- Initial Payment: \$280,000
- Budget for next 5 annual payments: \$500,000 per year
- **Total Project Cost (estimated) = \$1.3 Billion**
- Castle Rock currently a 25% partner
- Current Long Term Financial Plan has \$46.5 million
- Additional partnerships likely needed

### PVWP Schedule

- 2025 (Land acquisition and Permitting approach)
- 2025 – 2030: Conceptual Design; Local & State Permitting; Facility siting
- 2030 – 2035: Final Design
- 2035 – 2045: Construction and start-up



*Water flowing in an irrigation ditch in Northeast Colorado*

# PVWP IGA

## RECOMMENDATIONS

- Castle Rock Water Commission
- Staff



*Diversion structure along the lower South Platte River  
in Northeast Colorado*





*I MOVE TO APPROVE RESOLUTION NO. 2024-108  
AS INTRODUCED BY TITLE*

*I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED  
BY TITLE, WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_*

*"I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL  
MEETING ON \_\_\_\_\_ DATE TO ALLOW  
ADDITIONAL TIME TO: \_\_\_\_\_*



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 25. **File #:** RES 2024-109

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

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

**From:** Mark Marlowe, P.E., Director of Castle Rock Water  
Matt Benak, P.E., Water Resources Manager

**Resolution Approving an Intergovernmental Agreement with Central Colorado Water Conservancy District for South Platte River Basin Project Partnerships [Douglas and Weld Counties]**

---

### **Executive Summary**

Castle Rock Water (CRW) staff request Town Council approval of a Resolution approving an Intergovernmental Agreement (IGA) between the Town of Castle Rock and Central Colorado Water Conservancy District (Central) to partner on projects that would have a mutual benefit to the parties. This IGA simply sets the framework under which CRW and Central agree to cooperate to explore beneficial projects. Specific projects would be identified later and, if the parties agree, a Participation Agreement would be drafted and entered into for each specific project or opportunity. Central is a water district dedicated primarily to providing agricultural interests with water. Developing cooperative agreements to improve the use of water supplies with Central is a key tactic in CRW's 2024-2028 Strategic Plan.

### **Budget Impact**

This IGA does not create any financial obligation for either party.

### **Staff Recommendation**

Staff and Castle Rock Water Commission recommend that Town Council approve the Intergovernmental Agreement with Central Colorado Water Conservancy District for South Platte River Basin Project Partnerships.

### **Proposed Motion**

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

### **Alternative Motions**

---

**Item #: 25. File #: RES 2024-109**

---

*"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



## **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  
Matt Benak, P.E., Water Resources Manager

**Title:** **Resolution Approving an Intergovernmental Agreement with Central Colorado Water Conservancy District for South Platte River Basin Project Partnerships** *[Douglas and Weld Counties]*

---

### **Executive Summary**

Castle Rock Water (CRW) staff request Town Council approval of a Resolution approving an Intergovernmental Agreement (IGA) between the Town of Castle Rock and Central Colorado Water Conservancy District (Central) to partner on projects that would have a mutual benefit to the parties. This IGA simply sets the framework under which CRW and Central agree to cooperate to explore beneficial projects. Specific projects would be identified later and, if the parties agree, a Participation Agreement would be drafted and entered into for each specific project or opportunity. Central is a water district dedicated primarily to providing agricultural interests with water. Developing cooperative agreements to improve the use of water supplies with Central is a key tactic in CRW's 2024-2028 Strategic Plan.

### **Notification and Outreach Efforts**

Notification and outreach efforts are not applicable for this item as it has no direct impact on customers or residents.

### **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 June 26, 2024, and the Castle Rock Water Commission voted unanimously 5 to 0 to recommend Town Council approval of the Resolution as presented.

## **Discussion**

Central has been in operation since 1965 and was created to develop, manage and protect water resources in Northeast Colorado, primarily for agricultural purposes. The district boundaries range along the South Platte River from Commerce City in the northeastern part of the greater Denver metro area, to Fort Morgan in Morgan County. Central is also a member of the Chatfield Storage Reallocation Project with a current ownership of 4,274 acre-feet (AF) of storage space and another 1,000 AF under option with the State. Castle Rock currently owns 848 AF of space with another 1,152 AF under option with the State.

Furthermore, Castle Rock owns the Box Elder property and water rights in Weld County in similar areas to where Central owns water rights. While Castle Rock was working with objectors (including Central) to obtain a final court decree in its Box Elder case, Castle Rock and Central began discussing opportunities where the two parties might come to agreement to optimize the use of water rights in areas closer to each other's service areas. Some of these potential opportunities include:

1. Central's use of the Town's Rothe recharge credits (or other Box Elder or Lost Creek water rights) in exchange for water in Chatfield Reservoir.
2. Cooperation on a storage project on the South Platte River near Kersey, Colorado.
3. Cooperation on a pipeline extension to the South Platte River to transport the Town's Lost Creek water.
4. Cooperation on a pipeline project to transfer water from Chatfield Reservoir to Rueter-Hess Reservoir and sharing in Central's 1983 Chatfield Reservoir water right.

## **Budget Impact**

This IGA does not create any financial obligation for either party.

## **Staff Recommendation**

Staff and Castle Rock Water Commission recommend that Town Council approve the Intergovernmental Agreement with Central Colorado Water Conservancy District for South Platte River Basin Project Partnerships.

## **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

**RESOLUTION NO. 2024- 109**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE  
CENTRAL COLORADO WATER CONSERVANCY DISTRICT REGARDING  
THE SOUTH PLATTE RIVER BASIN PROJECTS PARTNERSHIP**

**WHEREAS**, the Town of Castle Rock (the “Town”) and the Central Colorado Water Conservancy District (the “District”) each own and operate water rights and water delivery and supply systems for the benefit of their respective current and future customers, constituents, lessees, and contractees; and

**WHEREAS** the Town and the District desire to cooperate on projects designed to promote the reliability and stability of their respective water supplies used within the South Platte River Basin, including, but not limited to, the development and improvement of storage, pipelines and other water infrastructure; leases, trades, or other conveyances of water rights; or new appropriations of water rights (the “Projects”); and

**WHEREAS**, the Town and the District desire to enter into an Intergovernmental Agreement (the “Partnership IGA”) to establish a framework under which they may agree to cooperatively explore potential partnership opportunities in any Projects.

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

**Section 1.     Approval.** The Partnership IGA between the Town and the District 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 Director of Castle Rock Water may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the IGA and any technical amendments thereto by and on behalf of the Town.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**INTERGOVERNMENTAL AGREEMENT**  
**SOUTH PLATTE RIVER BASIN PROJECTS PARTNERSHIP**  
(Town of Castle Rock and Central Colorado Water Conservancy District)

This **INTERGOVERNMENTAL AGREEMENT – SOUTH PLATTE RIVER BASIN PROJECTS PARTNERSHIP** (“the Agreement”) is made and entered into this 17<sup>th</sup> day of September 2024, by and between the **CENTRAL COLORADO WATER CONSERVANCY DISTRICT**, a water conservancy district organized and existing pursuant to the provisions of Water Conservancy District Act of the Colorado Revised Statutes (“Central”) and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipality (“Town”). Central and the Town may be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, each Party is a political subdivision of the State of Colorado authorized and empowered to supply water for all beneficial uses, including augmentation and exchange, and to provide all necessary property, diversion works, reservoir, treatment works and facilities, equipment, and appurtenances incident thereto;

WHEREAS, each Party owns and operates water rights and water delivery and supply systems for the benefit of its current and future customers, constituents, lessees, and contractees;

WHEREAS, the Parties desire to cooperate on projects designed to promote the reliability and stability of their respective water supplies used within the South Platte River basin, including but not limited to through the development and improvement of storage, pipelines and other water infrastructure; leases, trades, or other conveyances of water rights; or new appropriations of water rights (“Projects”); and

WHEREAS, the Parties desire to enter into this Agreement to set forth a framework under which the Parties agree to cooperatively explore potential partnership opportunities in any Projects.

**AGREEMENT**

NOW THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows.

1. Cooperation. The Parties will in good faith engage and cooperate to review and analyze the feasibility of one or more proposed Projects, to the extent that a Project may be mutually beneficial to each Party in their sole discretion.
2. Information Sharing. As necessary to the Parties’ review and analysis of a proposed Project(s), the Parties will develop and share information regarding the proposed Project(s), which may include but is not limited to information, documents, and materials related to water rights, infrastructure, and water administration; factual, legal, and technical analysis; and

written and verbal communications between the Parties, their representatives, and consultants ("Shared Information"). Some or all of the Shared Information may be protected from disclosure to adverse or other persons or entities as a result of the attorney-client privilege, common interest doctrine, or other applicable privileges, protections, or immunities. The Parties agree that any information sharing under this Agreement is not intended to and does not waive or diminish the confidentiality of the Shared Information or its continued protection under any applicable privilege, protection, or immunity. The Parties will not disclose the Shared Information to any third party, except as may be required by law, and will not use the Shared Information for any purpose other than as permitted under this Agreement.

3. Costs. Unless otherwise agreed to in writing, the Parties will bear their own costs for activities undertaken pursuant to this Agreement.

4. Subsequent Agreements Required. Should the Parties agree to partner on a Project, the Parties will negotiate and, if negotiations are successful, enter into an agreement setting forth the terms on which the Project will proceed ("Participation Agreement"). The Parties anticipate that a Participation Agreement will be negotiated and entered into for each Project.

5. Project Concepts. This Agreement does not commit the Parties to pursuing any particular Project(s); however, the Parties anticipate that future proposed Projects may include:

5.1. A contract trade of water rights currently owned by Central in Chatfield Reservoir for the Town's recharge credits available in the vicinity of the Weldon Ditch headgate;

5.2. Cooperation on the development, design, permitting, construction, and/or operation of reservoir on the South Platte River near Kersey;

5.3. A contract trade of water available at the Kersey reservoir for Central's water stored in Chatfield Reservoir;

5.4. Cooperation on the development, design, permitting, construction, and/or operation of a pipeline to transport water located in the Lost Creek Designated Basin to the South Platte River near Kersey;

5.5. Acquisition of senior water rights (e.g., ditch company shares) on the South Platte River at or near the confluence with the Cache la Poudre River, and then lease of that water to Central;

5.6. Cooperation on the development, design, permitting, construction and/or operation of a pipeline to transport water from Chatfield Reservoir to Reuter-Hess Reservoir;

5.7. Storage of Central's Chatfield Reservoir water right in the Town's storage capacity in Reuter-Hess Reservoir; and/or

5.8. Any other Project(s) conceptualized after the date of this Agreement.

6. General Provisions.

6.1. Term. This Agreement will remain in full force and effect, unless terminated by either Party upon written notice to the other Party. In the event of termination, neither Party will have any continuing rights or obligations that survive termination of this Agreement. Termination of this Agreement will not affect the validity of any Participation Agreement(s).

6.2. Annual Appropriations. Any future expenditure of funds by either Party is subject to the annual appropriations of each Party for such purpose. No debt or multiple fiscal year financial obligation is created by this Agreement.

6.3. Relationship of Parties. This Agreement does not and will not be construed as creating a relationship of joint ventures or partnership between the Parties. Neither Party is granted the right or authority to act on behalf of or bind the other Party.

6.4. Modification. This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties.

6.5. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

6.6. Severability. Invalidation of any of the provisions of this Agreement or of any section, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, will not affect the validity of any other provision of this Agreement.

6.7. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof will be brought in Douglas County, Colorado.

6.9. No Waiver of Governmental Immunity. The Parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S §24-10-101 et seq., as the same may be amended.

6.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which when taken together constitutes one Agreement. In addition, the Parties agree to recognize signatures of this Agreement transmitted by telecopy or email as if they were original signatures.



IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date set forth herein as evidenced by signature of each of the Parties.



CENTRAL COLORADO WATER CONSERVANCY  
DISTRICT

Ralph Anders, President

ATTEST

Secretary

ATTEST:

TOWN OF CASTLE ROCK,  
acting by and through the Town of Castle Rock  
Water Enterprise

\_\_\_\_\_  
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

# **RESOLUTIONS 2024-109; 2024-110 AND 2024-111: INTERGOVERNMENTAL AGREEMENTS WITH CENTRAL COLORADO WATER CONSERVANCY DISTRICT**

OCTOBER 15, 2024

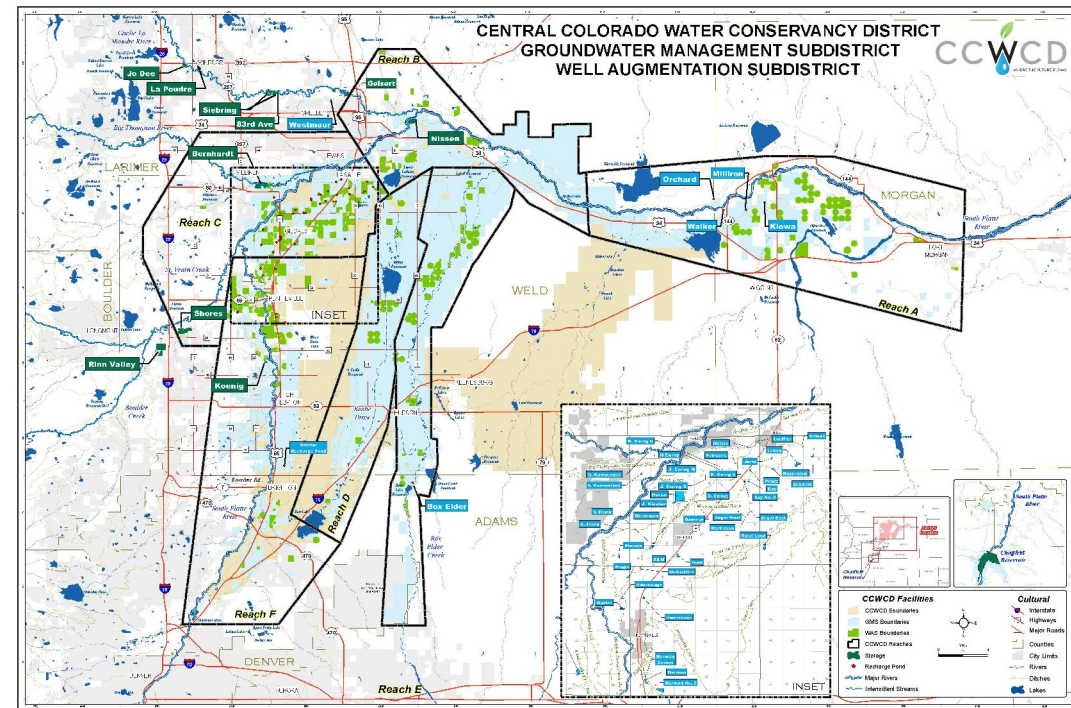


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>

# IGA WITH CENTRAL BACKGROUND

- Central Colorado Conservancy District (“Central”) has been operating since 1965 and was created to develop, manage, and protect water resources in Northeast Colorado, primarily for agricultural purposes
- Central is also a member of the Chatfield Storage Reallocation Project with a current ownership of 4,274 AF of storage space and another 1,000 AF under option with the State
  - The Town of Castle Rock currently owns 848 AF of space with another 1,152 AF under option with the State



- (1) Central Colorado Water Conservancy District
- (2) Groundwater Management Subdistrict
- (3) Well Augmentation Subdistrict

# IGA WITH CENTRAL

## BACKGROUND

- Castle Rock and Central own water rights in Weld County in similar areas
- Opportunities for the parties to optimize the use of water rights in areas closer to each other's service areas:
  - Central's use of the Town's Rothe recharge credits in exchange for water in Chatfield reservoir;
  - Cooperation on a storage project on the South Platte River near Kersey, Colorado;
  - Cooperation on a pipeline extension to the South Platte River to transport the Town's Lost Creek water;
  - Cooperation on a pipeline project to transfer water from Chatfield Reservoir to Rueter-Hess Reservoir.
- This IGA does not create any financial obligation for either party



*Aerial view of Chatfield Reservoir looking east*

# ROTHE-CHATFIELD IGA

## ROTHE RECHARGE CREDITS

### Central's use of the Town's Rothe recharge credits in exchange for water in Chatfield reservoir

- Mutually beneficial agreement:
  1. Central could use the return flow credits as a projection tool for pumping the hundreds of wells in their augmentation plan
  2. The Town can use Central's 1983 water stored in Chatfield by exchanging the water upstream to our various diversion points and using the water within the Town boundaries
- The Town cannot use its Rothe water until the Box Elder project begins operations
- Central would agree to store the water in their storage account until the Town requests that the water be booked over into the Town's Chatfield storage account



*Diversion from Riverside Canal to Rothe Recharge basins*



# ROTHE-CHATFIELD IGA

## TERM AND BUDGET IMPACT

### Term and Termination

- Effective upon execution and continue until April 30, 2025.
  - Automatically extended for five one-year periods
- First term - Town will trade 156 AF of Rothe water for 113 AF of Central's 1983 stored water in Chatfield

### Budget Impact

- This IGA provides for an exchange of water and there will be no monetary exchange between the parties

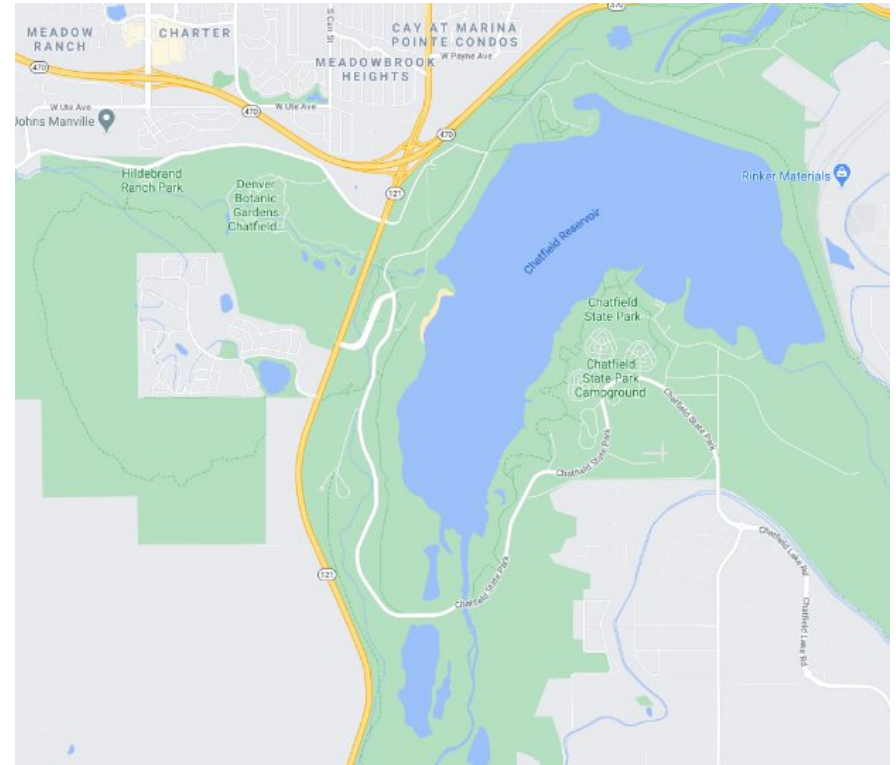


*Bridge over South Platte River within Chatfield State Park*

# SPOT WATER LEASE

## KEY TERMS

- Current Chatfield storage is approximately 1,500 AF
- Central will be leasing up to 800 acre-feet of excess reusable supplies stored in Chatfield, as available
- Term between October 16, 2024 to December 31, 2024
- Castle Rock will coordinate book-over with Colorado Division of Water Resources



*Location of Chatfield Reservoir in Douglas County*

# SPOT WATER LEASE

## BUDGET AND RECOMMENDATIONS

### PAYMENTS FROM CENTRAL

- \$110 per acre-foot
- Revenue up to \$88,000

### RECOMMENDATIONS

- Water Commission
- CR Water Staff



*Town's reusable effluent water entering East Plum Creek*



*I MOVE TO APPROVE RESOLUTION NO. 2024-109 AS INTRODUCED BY TITLE*

*I MOVE TO APPROVE RESOLUTION NO. 2024-110 AS INTRODUCED BY TITLE*

*I MOVE TO APPROVE RESOLUTION NO. 2024-111 AS INTRODUCED BY TITLE*

*I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY TITLE, WITH THE  
FOLLOWING CONDITIONS: \_\_\_\_\_*

*"I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL MEETING ON \_\_\_\_\_ DATE TO  
ALLOW ADDITIONAL TIME TO: \_\_\_\_\_*





# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 26. **File #:** RES 2024-110

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

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

**From:** Mark Marlowe, P.E., Director of Castle Rock Water  
Matt Benak, P.E., Water Resources Manager

**Resolution Approving the Intergovernmental Agreement Between the Town of Castle Rock and the Central Colorado Water Conservancy District Regarding the Sublette Recharge and Chatfield Reservoir Project [Douglas and Weld Counties]**

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### **Executive Summary**

Castle Rock Water (CRW) staff request Town Council approval of a Resolution approving an Intergovernmental Agreement (IGA) between the Town of Castle Rock and Central Colorado Water Conservancy District (Central) for an exchange of water owned by Castle Rock in the Rothe-Sublette recharge plan and water owned by Central in Chatfield Reservoir.

### **Budget Impact**

This IGA provides for an exchange of water and there will be no monetary exchange between the parties.

### **Staff Recommendation**

Staff and Castle Rock Water Commission recommend that Town Council approve the Intergovernmental Agreement with Central Colorado Water Conservancy District for the Sublette Recharge and Chatfield Reservoir 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"*



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**Item #: 26. File #: RES 2024-110**

---

*(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  
Matt Benak, P.E., Water Resources Manager

**Title:** **Resolution Approving an Intergovernmental Agreement with Central Colorado Water Conservancy District for the Sublette Recharge and Chatfield Reservoir Project** *[Douglas and Weld Counties]*

### **Executive Summary**

Castle Rock Water (CRW) staff request Town Council approval of a Resolution approving an Intergovernmental Agreement (IGA) between the Town of Castle Rock and Central Colorado Water Conservancy District (Central) for an exchange of water owned by Castle Rock in the Rothe-Sublette recharge plan and water owned by Central in Chatfield Reservoir.

### **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 June 26, 2024, and the Castle Rock Water Commission voted unanimously to recommend Town Council approval of the Resolution as presented.

### **Discussion**

Central has been in operating since 1965 and was created to develop, manage and protect water resources in Northeast Colorado, primarily for agricultural purposes. The district boundaries range along the South Platte River from Commerce City in the northeastern part of the greater Denver metro area, to Fort Morgan in Morgan County. Central is also a member of the Chatfield Storage Reallocation Project with a current ownership of 4,274 acre-feet (AF) of storage space and another 1,000 AF under option with the State. Castle Rock currently owns 848 AF of space with another 1,152 AF under option with the State.

Furthermore, Castle Rock owns the Box Elder property and water rights in Weld County in similar areas to where Central owns water rights. While Castle Rock was working with objectors (including Central) to obtain a final court decree in its Box Elder case, Castle Rock and Central began discussing opportunities where the two parties might come to agreement to optimize the use of water rights in areas closer to each other's service areas. One particular opportunity seemed to make a lot of sense. This would

be for Central's use of the Town's Rothe recharge credits in exchange for water in Chatfield reservoir.

This would be a mutually beneficial agreement in that Central could use the return flow credits as a projection tool for pumping of the hundreds of wells in their augmentation plan. In turn, Castle Rock can use Central's 1983 water stored in Chatfield by exchanging that water upstream to our various diversion points and using the water within the Town boundaries. Because the Town cannot use its Rothe water until the Box Elder project begins operating, the Town is agreeing to 1.5 AF of Rothe water credits for 1 AF of Chatfield water. Furthermore, Central would be agreeing to store the water in their storage account until Castle Rock requests that the water be booked over into the Town's Chatfield storage account. This will help the Town manage its volume of water stored. Carryover storage from one Chatfield account year (April 1 to March 31) will not be allowed as part of this agreement. Over the first term of this agreement the Town will be able to trade 156 AF of Rothe water for 113 AF of Central's 1983 stored water.

### **Budget Impact**

This IGA provides for an exchange of water and there will be no monetary exchange between the parties.

### **Staff Recommendation**

Staff and Castle Rock Water Commission recommend that Town Council approve the Intergovernmental Agreement with Central Colorado Water Conservancy District for the Sublette Recharge and Chatfield Reservoir 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  
Attachment B: Location Map

**RESOLUTION NO. 2024- 110**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE  
CENTRAL COLORADO WATER CONSERVANCY DISTRICT REGARDING  
THE SUBLETTE RECHARGE AND CHATFIELD RESERVOIR PROJECT**

**WHEREAS**, the Town of Castle Rock (the “Town”) and the Central Colorado Water Conservancy District (the “District”) entered into that certain Intergovernmental Agreement – South Platte River Basin Projects Agreement on July 16, 2024 (“Partnership IGA”), setting forth their desire and intent to cooperate on projects designed to promote the reliability and stability of their respective water supplies used within the South Platte River Basin; and

**WHEREAS**, paragraph 4 of the Partnership IGA provides that, should the Town and the District agree to partner on a project, they will negotiate and, if negotiations are successful, enter into an agreement setting forth the terms on which the project will proceed; and

**WHEREAS**, the District owns a conditional storage right in Chatfield Reservoir in the amount of 22,300 acre-feet (the “District Storage Right”); and

**WHEREAS**, the Town owns the right to 60.4% of the first recharge accretions generated by the Sublette Recharge Project up to 770 acre-feet per year (the “Town Credits”); and

**WHEREAS**, pursuant to paragraph 4 of the Partnership IGA, the Town and the District desire to enter into an Intergovernmental Agreement (the “Project IGA”) to trade water associated with the Town Credits in the Sublette Recharge Project in exchange for water stored in Chatfield Reservoir under the District Storage Right (the “Project”).

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

**Section 1. Approval.** The Project IGA between the Town and the District 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 IGA and any technical amendments thereto by and on behalf of the Town.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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Lisa Anderson, Town Clerk

---

Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

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Michael J. Hyman, Town Attorney

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Mark Marlowe, Director of Castle Rock Water



**INTERGOVERNMENTAL AGREEMENT  
RE SUBLETTE RECHARGE AND CHATFIELD RESERVOIR PROJECT**  
(Town of Castle Rock and Central Colorado Water Conservancy District)

This **INTERGOVERNMENTAL AGREEMENT RE SUBLETTE RECHARGE AND CHATFIELD PROJECT** ("Project IGA") is made and entered into this 17<sup>th</sup> day of September 2024, by and between the **CENTRAL COLORADO WATER CONSERVANCY DISTRICT**, a water conservancy district organized and existing pursuant to the provisions of Water Conservancy District Act of the Colorado Revised Statutes ("Central") and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipality ("Town"). This Project IGA may refer to Central and the Town each individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, each Party is a political subdivision of the State of Colorado authorized and empowered to supply water for all beneficial uses, including augmentation and exchange, and to provide all necessary property, diversion works, reservoir, treatment works and facilities, equipment, and incident appurtenances.

WHEREAS, each Party owns and operates water rights and water delivery and supply systems for the benefit of its current and future customers, constituents, lessees, and contractees.

WHEREAS, the Parties entered into that certain Intergovernmental Agreement – South Platte River Basin Projects Agreement on July 16, 2024 ("Partnership IGA"), setting forth their desire and intent to cooperate on projects designed to promote the reliability and stability of their respective water supplies used within the South Platte River Basin.

WHEREAS, paragraph 4 of the Partnership IGA provides that, should the Parties agree to partner on a project, the Parties will negotiate and, if negotiations are successful, enter into an agreement setting forth the terms on which the project will proceed.

WHEREAS, Central owns a conditional storage right in Chatfield Reservoir in the amount of 22,300 acre-feet ("Central 1983 Right") decreed in Case No. 83CW184, District Court, Water Division No. 1, dated March 29, 1989 ("Central's Decree").

WHEREAS, Central owns 4,274 acre-feet of storage in Chatfield Reservoir, with the right to purchase 1,000 additional acre-feet for a total of 5,274 acre-feet ("Central's Storage Account").

WHEREAS, the Sublette Recharge Project is described in that certain Agreement dated July 5, 1994 ("1994 Agreement") and in the decree in Case No. 89CW27, District Court, Water Division No. 1, dated April 30, 1996 ("Sublette Decree").

WHEREAS, the Town owns the right to 60.4% of the first recharge accretions generated by the Sublette Recharge Project up to 770 acre-feet per year ("Town Credits").

WHEREAS, the successors-in-interest to the 1994 Agreement entered into that certain Agreement dated March 27, 2024 ("2024 Agreement") regarding the Town's use of the Town Credits for uses other than those in the Sublette Decree.

WHEREAS, the Town owns 848 acre-feet of storage in Chatfield Reservoir, with the option to purchase 1,152 additional acre-feet for a total of 2,000 acre-feet ("Town's Storage Account").

WHEREAS, pursuant to paragraph 4 of the Partnership IGA, the Parties desire to enter into this Project IGA to trade water associated with the Town Credits in the Sublette Recharge Project in exchange for water stored in Chatfield Reservoir under the Central 1983 Right ("Project").

NOW THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows.

#### AGREEMENT

1. Term and Termination. This Project IGA shall be effective upon execution and shall continue until April 30, 2025 ("Initial Period"), unless terminated. The Project IGA will be automatically extended by the Parties for five (5) additional, one (1) year periods commencing on May 1<sup>st</sup> and ending on April 30<sup>th</sup> of each water year ("Additional Period"), unless terminated. Either Party may unilaterally terminate the Project IGA by providing notice to the other Party by December 31<sup>st</sup> of the year preceding an Additional Period.

2. Trade Ratio. When the Project operates, the Town shall provide Central with one and one-half (1.5) acre-feet of Town Credits annually for each one (1.0) acre-foot that Central provides to the Town of Central's 1983 Right annually.

3. Annual Conferral and Memorialization.

3.1. Prior to December 31<sup>st</sup> of each year preceding an Additional Period, the Parties shall cooperate in good faith to estimate whether there is any quantity of the Town Credits and any quantity of the Central 1983 Right in storage that the Parties can make available to utilize in the Project in any Additional Period.

3.2. Prior to April 1<sup>st</sup> of each year preceding an Additional Period, the Parties will memorialize in writing the quantity of Town Credits, if any, ("Traded Town Credits") and the quantity of the Central Chatfield Right, if any, ("Traded 1983 Right") available for use in the Project during any Additional Period. Traded Town Credits and Traded 1983 Right shall be collectively referred to as "Traded Water."

3.3. During the Initial Period, the Town shall make up to one hundred and fifty six (156.0) acre-feet of Traded Town Credits available to Central subject to paragraph 4. Central shall make up to one hundred and four (104.0) acre-feet of the Traded 1983 Right available to the Town, subject to paragraphs 2 and 5.

4. Traded Town Credits.

4.1. Pursuant to paragraph 3.b. of the 2024 Agreement, the Traded Town Credits are subject to the following volumetric limits: A) 100 acre-feet in any month; B) 500 acre-feet during the period from May 1 through October 31; C) 350 acre-feet during the period from November 1 through April 30; and D) 770 acre-feet annually.

4.2. Central shall use the Traded Town Credits for augmentation and augmentation by exchange under the Sublette Decree. The Traded Town Credits shall be credited to Central at the point of accretion on the South Platte River, which is located upstream of the Weldon Valley Ditch headgate, on a schedule identified in the writing described in paragraph 3.2. Central will bear any transit losses on the Traded Town Credits beginning at the headgate.

4.3. At Central's expense, Central shall complete procedures necessary to make the Traded Town Credits available for the Central's purposes as a source of replacement water or substitute supply in one or more of Central's, or its subdistricts, plans for augmentation or substitute supply plans. Central shall be entitled to identify the accretions from the Traded Town Credits in its augmentation plan projections for the term of the Project IGA.

5. Traded 1983 Rights.

5.1. Commencing upon the execution of the Project IGA, Central shall hold the 113 acre-feet of the Traded 1983 Right in Central's Storage Account for use by the Town during the Initial Period at no cost to the Town. Commencing on May 1<sup>st</sup> of each Additional Period during which the Project operates, Central shall hold the quantity of Traded 1983 Right in Central's Storage Account for use by the Town during any Additional Period at no cost to the Town. The Town's right to use any portion of the Traded 1983 Right still in Central's Storage Account on April 30<sup>th</sup> of any period shall automatically revert to Central.

5.2. The Town shall use the Traded 1983 Right for municipal purposes under Central's Decree by: A) booking the water over from Central's Storage Account to the Town's Storage Account in Chatfield Reservoir; B) exchanging the water from Chatfield Reservoir to the Town's system; or C) pumping the water from Chatfield Reservoir into the Town's system. Central shall coordinate with the Town and communicate with the Division Engineer's Office to book-over the Traded 1983 Right for the Town's use.

5.3. The Traded 1983 Right shall be charged for seepage or evaporation losses while in storage in Central's Storage Account. The Town will bear any transit losses on the Traded 1983 Right once released from storage at the Chatfield Reservoir outlet.

6. Coordination on Challenges. The Parties agree that if any third party challenges the Town's use of the Traded 1983 Right or Central's use of the Traded Town Credits, the parties shall use commercially reasonable efforts to address the challenges in a manner that effectuates the Parties' use of the Traded Water.

7. Costs. Unless otherwise agreed to in writing, the Parties will bear their own costs for activities undertaken pursuant to this Project IGA.

8. General Provisions.

8.1. Relationship of Parties. This Project IGA does not and will not be construed as creating a relationship of joint venture between the Parties. Neither Party is granted the right or authority to act on behalf of or bind the other Party.

8.2. Modification. This Project IGA may be modified, amended or changed only by an agreement in writing duly authorized and executed by the Parties. The Project IGA can be terminated as specified in paragraph 1.

8.3. Integration. This Project IGA contains the entire agreement between the Parties related to the Project and no statement, promise, or inducement made by any Party or the agent of any Party that is not contained in this Project IGA shall be valid or binding.

8.4. Severability. Invalidation of any of the provisions of this Project IGA or of any section, sentence, clause, phrase, or work herein, or the application thereof in any given circumstance, will not affect the validity of any other provision of this Project IGA.

8.5. No Third-Party Beneficiaries. There are no third-party beneficiaries of the Project IGA.

8.6. Governing Law and Venue. This Project IGA is governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof will be brought in Jefferson County, Colorado.

8.7. No Waiver of Governmental Immunity. The Parties, their directors, officers, agents, and employees are relying upon and do not waive or abrogate or intend to waive or abrogate the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 et seq., as the same may be amended, by any provision of this Project IGA.

8.8. Counterparts. This Project IGA may be executed in one or more counterparts, each of which will be an original, but all of which when taken together constitutes one agreement. In addition, the Parties agree to recognize signatures of this Project IGA transmitted by telecopy or email as if they were original signatures.

IN WITNESS WHEREOF, the Parties have entered into this Project IGA effective as of the date set forth herein as evidenced by signature of each of the Parties.



CENTRAL COLORADO WATER CONSERVANCY  
DISTRICT

*Ralph T. Anders*

Ralph Anders, President

ATTEST

*[Signature]*

Secretary

ATTEST:

TOWN OF CASTLE ROCK,  
acting by and through the Town of Castle Rock  
Water Enterprise

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

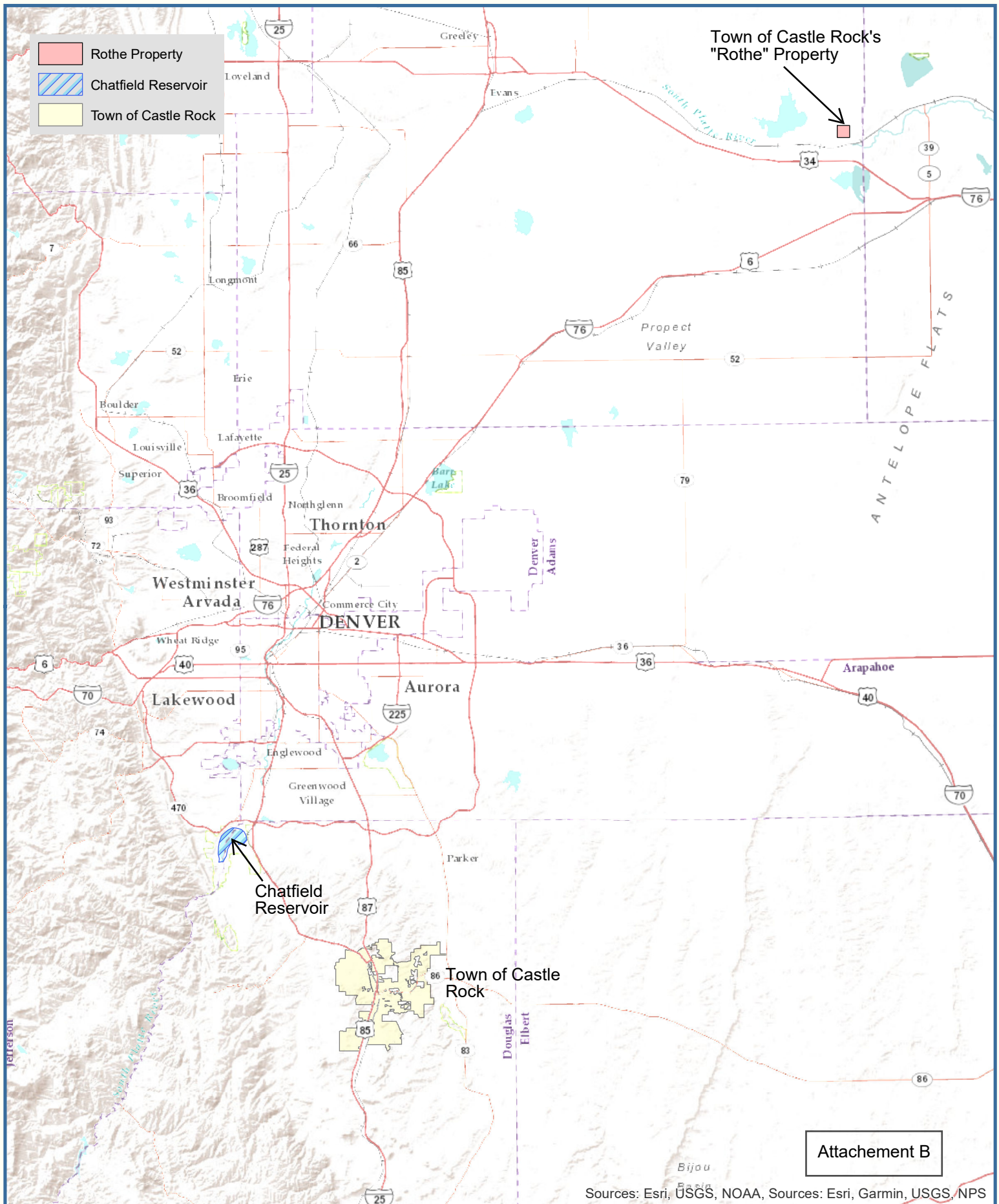
Approved as to form:

Approved as to content:

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water







# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 27. **File #:** RES 2024-111

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

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

**From:** Mark Marlowe, P.E., Director of Castle Rock Water  
Matt Benak, P.E., Water Resources Manager  
Lauren Moore, Water Resources Project Manager

**Resolution Approving a Spot Water Lease Agreement between the Town of Castle Rock and Central Colorado Water Conservancy District [Chatfield Reservoir, Douglas County]**

---

### **Executive Summary**

Castle Rock Water is seeking Town Council approval of a resolution (**Attachment A**) for a Spot Water Lease Agreement with Central Colorado Water Conservancy District (Central). Central wishes to lease some of the Town's surplus water stored in Chatfield Reservoir to increase their storage supplies within Chatfield and have additional water upon which to make projections for their well pumping augmentation plans. While the Town currently owns 848 Acre-Feet (AF) of storage in Chatfield, the Colorado Water Conservation Board (CWCB) allows for rental of the remaining permitted amount, for a total of 2,000 AF of storage. The Town currently has upwards of 1,464 AF of water stored in Chatfield with additional reusable supplies coming in each day.

If Council approves this lease, up to 800 AF of water may be released from the Town's Chatfield Reservoir storage account as a book-over into Central's Chatfield Reservoir storage account during 2024. This release may occur between October 1, 2024 and December 31, 2024. The Town will assess a \$110 per AF price for the water, with payment required within 30 days from requested releases. The potential revenue for this lease is up to \$88,000. The agreement will terminate at the end of 2024.

### **Budget Impact**

If Council approves the agreement, Castle Rock Water would potentially receive up to \$88,000 of additional revenue in 2024. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

### **Staff Recommendation**

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**Item #: 27. File #: RES 2024-111**

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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



## **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  
Matt Benak, P.E., Water Resources Manager  
Lauren Moore, Water Resources Project Manager

**Title:** **Resolution Approving a Spot Water Lease Agreement between the Town of Castle Rock and Central Colorado Water Conservancy District** *[Chatfield Reservoir, Douglas County]*

---

### **Executive Summary**

Castle Rock Water is seeking Town Council approval of a resolution (***Attachment A***) for a Spot Water Lease Agreement with Central Colorado Water Conservancy District (Central). Central wishes to lease some of the Town's surplus water stored in Chatfield Reservoir to increase their storage supplies within Chatfield and have additional water upon which to make projections for their well pumping augmentation plans. While the Town currently owns 848 Acre-Feet (AF) of storage in Chatfield, the Colorado Water Conservation Board (CWCB) allows for rental of the remaining permitted amount, for a total of 2,000 AF of storage. The Town currently has upwards of 1,464 AF of water stored in Chatfield with additional reusable supplies coming in each day.

If Council approves this lease, up to 800 AF of water may be released from the Town's Chatfield Reservoir storage account as a book-over into Central's Chatfield Reservoir storage account during 2024. This release may occur between October 1, 2024 and December 31, 2024. The Town will assess a \$110 per AF price for the water, with payment required within 30 days from requested releases. The potential revenue for this lease is up to \$88,000. The agreement will terminate at the end of 2024.

### **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 September 25, 2024, and the Castle Rock Water Commission voted unanimously 5 to 0 to recommend Town Council approval of the Resolution as presented.

**Discussion**

Castle Rock Water has a strategic goal to strive to maintain sustainable rates and fees, and demonstrate fiscal responsibility, accountability, and transparency. One of the tactics to achieve this goal is to maximize leasing opportunities for idle water rights. Over the past six years, the Town has generated over \$1.38 million by leasing idle water rights to downstream users (see **Table 1** below), with \$42,199 generated to date in 2024. Until these water rights can be fully utilized by the Town, Staff will continue to work with partners that can put these rights to beneficial use.

**Table 1. Revenue generated from leasing idle water rights to downstream users over the past six years.**

<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
\$29,019.13	\$30,606.65	\$70,699.75	\$499,449.73	\$531,292.81	\$214,123.90

The key terms of the 2024 spot water lease agreement are summarized below:

- Central will lease up to 800 AF of water at a rate of \$110/AF;
- Point of delivery measurement will be a book-over at Chatfield Reservoir (accomplished within the official Chatfield accounting check sheet);
- There are no renewal options; and
- The agreement will terminate on December 31, 2024.

The Town has been able to store excess supplies in Chatfield Reservoir over the past year, which have exceeded the purchased storage amounts (848 AF). Since the Town does not physically have a way to utilize these excess storage supplies at this point in time, CWCB has developed, and Town Council has approved, a lease agreement with the Town to lease the optioned storage space for \$50/AF. With a current annual lease rate for 1,152 AF (2,000 AF minus 848 AF), the Town will pay the State \$57,600 in 2024. The spot lease with Central would allow the Town to further maximize storage space within the reservoir and will help to cover the annual lease option of storage space with CWCB, realizing a net revenue of \$30,400.

**Budget Impact**

If Council approves the agreement, Castle Rock Water would potentially receive up to \$88,000 of additional revenue in 2024. 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

**RESOLUTION NO. 2024-111**

**A RESOLUTION APPROVING THE 2024 SPOT WATER LEASE  
AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE  
CENTRAL COLORADO WATER CONSERVANCY DISTRICT**

**WHEREAS**, the Town of Castle Rock, Colorado, acting by and through the Town of Castle Rock Water Enterprise (the “Town”), owns certain water in the Chatfield Basin that is reusable and fully consumable after its first use for municipal purposes by the Town; and

**WHEREAS**, the Town has identified that a portion of this water is surplus to the needs and obligations of the Town for the remainder of 2024 (“Surplus Water”); and

**WHEREAS**, the Central Colorado Water Conservancy District (the “District”) desires to lease 800 acre-feet (AF) of the Surplus Water from the Town for agricultural use; and

**WHEREAS**, the Town and District have agreed to the terms and conditions by which the Town will lease Surplus Water to the District.

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

**Section 1.     Approval.**     The Spot Water Lease Agreement between the Town and the District 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.

**PASSED, APPROVED AND ADOPTED** this 15th day of October, 2024, by the Town Council of the Town of Castle Rock by a vote of \_\_\_ for and \_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**TOWN OF CASTLE ROCK/CENTRAL COLORADO WATER CONSERVANCY  
DISTRICT  
SPOT WATER LEASE AGREEMENT**

THIS SPOT WATER LEASE AGREEMENT (“Agreement”) is entered into October 15, 2024, by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town the Castle Rock Water Enterprise (“Town”), as Lessor, whose address is 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Central Colorado Water Conservancy District (“Central”), as Lessee, whose address is 3209 W 28th St, Greeley, CO 80634, collectively referred to as the Parties.

**RECITALS**

**WHEREAS**, the Town owns certain water in the Chatfield Basin that is reusable and fully consumable after its first use for municipal purposes by the Town. From time to time, a certain amount of this water is surplus to the needs and obligations of the Town (“Surplus Water”); and

**WHEREAS**, the Town anticipates it will have Surplus Water available from time to time in 2024; and

**WHEREAS**, Central desires to lease a certain portion of the Surplus Water from the Town in accordance with the terms and conditions of this Agreement for municipal use.

**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 Central agree as follows:

1. Water Rights Lease. The Town hereby leases to Central surplus water up to 800 AF total (“Leased Spot Water”), which may be made available as follows:

A. Between October 16, 2024 and December 31, 2024 with no additional water released thereafter.

2. Deliveries.

A. Amount. The Town may have water available within its Chatfield Storage Account to lease up to 800 AF to Central in 2024. The Leased Spot Water will be withdrawn from the Town’s Chatfield Storage Account upon coordination with the Colorado Department of Natural Resources – Division of Water Resources.

B. Location. Release will consist of a book-over from Castle Rock’s Chatfield Storage Account into Central’s Chatfield Storage Account.

C. Delivery to Central. Central will take delivery of the Leased Spot Water within its Chatfield Storage Account. Deliveries will be made by mutual agreement of the Parties.

D. Accounting. Central must provide the Town with a copy of the water accounting showing the date(s) and quantities of the release of Leased Spot Water. This information will also be used to confirm and update the Town's Chatfield accounting forms.

3. Lease Rate. Leased quantities shall be paid at the rate of \$110.00 per acre-foot. Payment for quantities leased shall be made thirty (30) days following the issuance of an invoice from Castle Rock. The Town shall invoice Central and payment shall be remitted to Castle Rock Water; 175 Kellogg Court; Castle Rock, CO 80129; ATTN: Matt Benak, Water Resources Manager.

4. Quality of Leased Spot Water. Leased Spot Water shall be delivered "as is," but shall be of a quality that meets all standards and effluent limitations specified in Colorado Discharge Permit System Permit No. CO-0038547, as amended, or in any other discharge permit issued by the Water Quality Control Division or by the U.S. EPA authorizing discharges from the Plum Creek Water Reclamation Authority (PCWRA) facility, such quality to be measured at the authorized discharge point(s) specified in any such discharge permit. By entering into this Agreement and utilization of the Leased Spot Water, Central acknowledges that water meeting the requirements of this paragraph is suitable for its purposes and will accept such water as meeting the terms of this Agreement.

5. Lease Term. The term of this Agreement shall commence upon its execution and expire December 31, 2024. By mutual written agreement of the Parties, this Agreement may be renewed on the same or on different terms.

6. Central's Obligations. Central's obligations under this Agreement are limited to making the payments as described in paragraph 3 above.

7. Town's Obligations. The Town shall allow Central to divert, store, use, reuse, and successively reuse to extinction and make all decreed uses of all Leased Spot Water, and shall confirm to Central's satisfaction that all Leased Spot Water is decreed for all such uses and has been recognized and is administered by the Colorado State Engineer for all such uses.

8. 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 United States mail, postage prepaid, addressed as follows, or by facsimile, or via electronic means:

If to Town:

Town of Castle Rock (Castle Rock Water)  
Attn: Water Resources Manager (Matt Benak)  
175 Kellogg Court  
Castle Rock, CO 80109

with copy to: Town of Castle Rock  
Attn: Town Attorney (Mike Hyman)  
100 N. Wilcox Street  
Castle Rock, CO 80104

If to Central: Central Water and Sanitation District  
Attn: Randy Ray, Executive Director  
3209 W 28th St  
Greeley, CO 80634

9. Assignment. Central may not assign its rights hereunder without the prior written consent of the Town, which may be withheld in the Town's sole discretion. In the event that the Town consents to an assignment of Central's rights hereunder, the assignee shall execute an assumption agreement with the Town and Central pursuant to which it shall assume Central's obligations hereunder. The terms of such assumption agreement must be approved by the Town.

10. 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.

11. Binding Effect. The execution of the Agreement by the Town as Lessor and Central 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.

12. 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 all costs incurred in connection with such action, including, but not limited to, expert witness fees.

13. Controlling Law. This Agreement shall be governed under, and construed pursuant to the laws of the State of Colorado.

**(signature page to follow)**



**LESSOR:****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, Dir. of Castle Rock Water**LESSEE:**Colorado Water Conservancy District  
Central Water and Sanitation DistrictBy: RER\_\_\_\_\_  
Randy Ray, Executive Director**STATE OF COLORADO**

)

) ss.

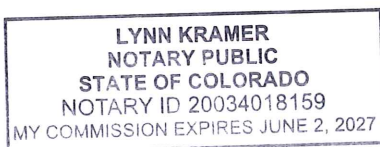
**COUNTY OF DOUGLAS**

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The foregoing instrument as acknowledged before me this 11<sup>th</sup> day of September,  
2024 by Randy Ray as Executive Director of the Central Colorado Water Conservancy  
District.

Witness my official hand and seal.

My commission expires:

Lynn Kramer  
\_\_\_\_\_  
Notary Public



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/15/2024

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**Item #:** 28. **File #:** EXEC 2024-009

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

**From:** Michael J. Hyman, Town Attorney

**Executive Session:** A conference with the Town Attorney, to be conducted in accordance with Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on the Douglas County Pine Canyon Development Rezoning and Water Appeal

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### EXECUTIVE SESSION MOTION

I move to go into executive session for the purpose of a **conference with the Town Attorney, to be conducted in accordance with Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on the Douglas County Pine Canyon Development Rezoning and Water Appeal.**

### ANNOUNCEMENT NO. 1

**Announcement to be made by presiding officer at the beginning of the executive session (make sure the recorder is turned on; do not turn it off during the executive session unless so advised by the Town Attorney)**

It is October 15, 2024 and the time is \_\_\_\_\_. For the record, I am the presiding officer, Mayor Jason Gray. As required by the Open Meetings Law, this executive session is being electronically recorded. At this time, I will ask the recording secretary to verify the recorder is operating.

### (RECORDING SECRETARY VERIFICATION)

This is an executive session to **hold a conference with the Town Attorney, to be conducted in accordance with Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on the Douglas County Pine Canyon Development Rezoning and Water Appeal.** In addition to members of Town Council, Town Manager David Corliss, Town Attorney Michael Hyman, and \_\_\_\_\_ are participating in the executive session.

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**Item #: 28. File #: EXEC 2024-009**

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I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

### **ANNOUNCEMENT NO. 2**

**Announcement to be made by the presiding officer before concluding the Executive Session**  
(While recorder is still on)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session held on October 15, 2024, concerning **a conference with the Town Attorney, to be conducted in accordance with Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice on the Douglas County Pine Canyon Development Rezoning and Water Appeal.**

This recording has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

I will ask the Town Clerk to retain this recording for a 90-day period.

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Mayor