

Town Council Agenda - Final

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

Tuesday, August 16, 2022

6:00 PM

Town Hall Council Chambers 100 North Wilcox Street Castle Rock, CO 80104 Phone in: 720-650-7664 Meeting code: 2488 754 2403

www.CRgov.com/CouncilMeeting

This meeting is open to the public and will be held in a virtual format in accordance with the Town Council Electronic Participation, Connected, and Hybrid Meeting Policy. Public may choose to attend in person at Town Hall, or electronically or by phone if preferred. This meeting will be hosted online and can be accessed at www.CRgov.com/CouncilMeeting, or phone in by calling 720-650-7664, meeting code 2488 754 2403 (if prompted for a password enter "Aug16Council"). All Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast).

All times indicated on the agenda are approximate. Remote participants please visit www.CRgov.com/CouncilComments to sign up to speak to an item, and for related instructions. Public Comments may also be submitted in writing online by 1:00 p.m. August 16, 2022, to be included in the public record.

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION - Mike Polhemus, The Rock Church

- CALL TO ORDER / ROLL CALL
- PLEDGE OF ALLEGIANCE
- COUNCIL COMMENTS
- UNSCHEDULED PUBLIC APPEARANCES

Reserved for members of the public to make a presentation to Council on items or issues that are not scheduled on the agenda. As a general practice, the Council will not discuss/debate these items, nor will Council make any decisions on items presented during this time, rather will refer the items to staff for follow up.

Comments are limited to three (3) minutes per speaker. Time will be limited to 30 minutes. Residents will be given priority (in the order they signed up) to address Council, followed by non-residents representing Castle Rock businesses, then non-residents and businesses outside the Town of Castle Rock, as time permits.

- TOWN MANAGER'S REPORT
- 1. ID 2022-083 Update: Calendar Reminders

2.	ID 2022-084	Update: Monthly Department Reports
3.	ID 2022-085	Update: Second Quarter Major Projects
4.	ID 2022-086	Teen Court Training Update
5.	ID 2022-087	Update: 2022 Service Contract Midyear Reports
6.	ID 2022-088	Development Services Project Updates
7.	ID 2022-089	Update: Quasi-Judicial Projects

- TOWN ATTORNEY'S REPORT

- ACCEPTANCE OF AGENDA

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

- CONSENT CALENDAR

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

8.	ORD 2022-015	Ordinance Amending Section 3.02.060 of the Castle Rock Municipal Code Regarding Bid Requirements for the Purchase of Goods or Procurement of Services (Second Reading - Approved on First Reading on July 19, 2022, by a vote 7-0)
9.	ORD 2022-014	Ordinance Approving the Second Amendment to the 2022 Fiscal Year Budget by Making Supplemental Appropriations for the 2022 Fiscal Year (Second Reading - Approved on First Reading on July 19, 2022, by a vote 7-0)
10.	RES 2022-083	Resolution Waiving Formal Written Bidding Requirement On the Basis of Sole Source for Services Performed by Academy Sports Turf, Inc., for the Paintbrush Park Synthetic Turf Conversion Project and Approving an Equipment and Services Agreement [Location: 3492 Meadows Blvd, Castle Rock, CO 80109]
11.	RES 2022-084	Resolution Waiving Formal Written Bidding Requirement On the Basis of Sole Source for Services Performed by Cartegraph Systems, LLC, for Software Support and Approving a Service Agreement

12.	RES 2022-085	Resolution Waiving Formal Written Bidding Requirement On the Basis of Sole Source for Services Performed by Microsoft Corporation for Software Upgrades and Approving a Service Agreement
13.	RES 2022-086	Resolution Approving the First Amendment to the Town of Castle Rock Construction Contract with 53 Corporation, LLC, for the 2021 Police Department Parking Lot Improvement Project
14.	RES 2022-087	Resolution Approving an Amendment to the Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the Additional Purchase of Axon Fleet 3 Cameras and Renewal of Software Maintenance
15.	RES 2022-088	Resolution Approving an Intergovernmental Agreement with Dominion Water and Sanitation District and Parker Water and Sanitation District for the Canyons Waterline Extension Project [Parker Water and Sanitation District/Town of Castle Rock Interface]
16.	RES 2022-089	Resolution Approving a Construction Contract with Reynolds Construction, LLC, for the Tank 18 Blue Zone Transmission Project [Pleasant View Drive]
17.	RES 2022-090	Resolution Approving an Equipment and Services Acquisition Agreement with Techneaux Technology Services, LLC for the SCADA Founders Water Treatment Plant and Remote Site Upgrades Project [Entire Castle Rock Water Service Area]
18.	RES 2022-091	Resolution Approving a Services Agreement with W.W. Wheeler & Associates, Inc., for the Castle Rock Reservoir No. 1 Expansion Project [Plum Creek Trust Property in Douglas County near Sedalia, CO]
19.	RES_ 2022-092	Resolution Approving the Amended and Restated Property Lease Agreement Between the Town of Castle Rock and Cellco Partnership D/B/A Verizon Wireless for a Communication Tower in Downtown Castle Rock[Reservoir Road east of Craig & Gould Neighborhood]
20.	RES_ 2022-093	Resolution Waiving Formal Written Bidding Requirement on the Basis of Sole Source for Well 47 and Well 84 VFD Replacement with Applied Ingenuity [Entire Castle Rock Water Service Area]
21.	MIN 2022-014	Minutes: July 19, 2022 Town Council Meeting

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

Public comment will be taken on items and limited to four (4) minutes per speaker. Remote participants please visit www.CRgov.com/CouncilComments to sign up to speak to an item, and for related instructions. Public Comments may also be submitted in writing online by 1:00 p.m. August 16, 2022, to be included in the public record.

22. ORD Ordinance Directing that the November 8, 2022 Regular Municipal Election of the Town of Castle Rock be Conducted by Douglas County as a Coordinated Election and Authorizing Approval of the Intergovernmental Agreement and Providing for its Emergency Adoption on First and Final Reading (Emergency Adoption on First and Final Reading)

23. RES Resolution Authorizing the Execution of a Memorandum of Understanding Concerning the Formation of the Douglas County Economic Development Collaborative

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.

24. ORD Ordinance Amending the Town's Zone District Map by Approving the Dawson Trails Planned Development Plan and Zoning Regulations (First Reading)

25. ORD Ordinance Approving the Dawson Trails Development Agreement; and Vesting a Site Specific Development Plan Through October 6, 2052 (First Reading)

- ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

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

ADJOURN



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 1. File #: ID 2022-083

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Update: Calendar Reminders

Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

TOWN MANAGER'S REPORT

DAVID L. CORLISS, TOWN MANAGER AUGUST 16, 2022



>

UPCOMING CALENDAR ITEMS

- 23 AUG District 6 Councilmember Dietz, 4-6 p.m.
 Rhyolite Regional Park, 1701 Crystal Valley Parkway
- 5 Labor Day Holiday Observed
 Town offices closed (Rec Center and MAC open limited hours)
- Town Council Meeting 6 p.m., hybrid format (dinner at 5 p.m.)
 Council Chambers, online or phone-in
- Open House: District 2 Councilmember Cavey, 4-6 p.m
- SEP Cobblestone Ranch Park, 8571 Castle Oaks Drive
- Town Council Meeting 6 p.m., hybrid format (dinner at 5 p.m.)
 Council Chambers, online or phone-in
- Town Boards and Commissions Appreciation Event, 6-7:30 p.m. The Millhouse at Philip S. Miller Park
- Town Employee Years of Service Recognition Event, 9-10 a.m. The Amphitheater at Philip S. Miller Park
- Open House: District 4 Councilmember LaFleur, 4-6 p.m. Festival Park, 300 Second Street

UPCOMING CALENDAR ITEMS

- Town Council Meeting 6 p.m., hybrid format (dinner at 5 p.m.)
 Council Chambers, online or phone-in
- Town Council Meeting 6 p.m., hybrid format (dinner at 5 p.m.)
 Council Chambers, online or phone-in
- Town Council Meeting 6 p.m., hybrid format (dinner at 5 p.m.)
 Council Chambers, online or phone-in
- 10 NOV The Millhouse at Philip S. Miller Park
- Town Offices Closed for Veterans Day Holiday
- NOV MAC and Recreation Center modified hours
- Town Council Meeting 6 p.m., hybrid format (dinner at 5 p.m.)
 Council Chambers, online or phone-in
- 19 Castle Rock Starlighting
 NOV Lighting of the Star at approx. 5:30 p.m.
- 24-25 NOV MAC and Recreation Center modified hours

NEIGHBORHOOD MEETINGS

Scheduled on Town Calendar:



Meadows Town Center - Mixed Use/Townhome/MF SDP, 6:00 p.m., Hybrid, The Taft house, 2nd Meeting

Mixed-use project with commercial and 85 units of residential. Located near the intersection of Mercantile Street and Future Street.



Meadows Affinity 55+ SDP, 6:00 p.m., Hybrid, Philip S. Miller Library, 2nd Meeting

Site Development Plan for active adult, 55+ age-restricted, 174 units multifamily development. Located southwest of the intersection of Meadows Parkway and Regent Street.



629 Sixth St. ADU, 6:00 p.m., Virtual, 1st Meeting

Proposing an ADU/detached garage with a new home construction. Located on a 0.14 acre residential lot within the Craig & Gould neighborhood.



Wellspring & Covenant Church, 6:00 p.m., Hybrid, TBD, 1st Meeting

Proposed zoning for Wellspring community services, facilities, and a church on approximately 2 acres. Located at 498 E. Wolfensberger Road.



Meadows Filing 19 Senior Multifamily, 6:00 p.m., Hybrid, Philip S. Miller Library, 2nd Meeting

Site Development Plan for a 55+ age-restricted and income restricted, 200 unit, multifamily development. Located on Timber Mill Parkway, north of roundabout on North Meadows Drive.



544 Senter Dr. ADU, 6:00 p.m., Virtual, 1st Meeting

Proposing a two-story, 1,112 sq. ft. garage with ADU on a 0.477 acre residential lot.

HIGHLIGHTS from CRgov.com/Events





Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 2. File #: ID 2022-084

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Update: Monthly Department Reports

Executive Summary

Attached are the monthly department reports for July 2022.



Development Services July 2022 Monthly Report



DEVELOPMENT SERVICES

July 2022 Monthly Report



INSIDE THIS ISSUE

Page 3: Employee Recognition

Page 6: New Land Use Submittals

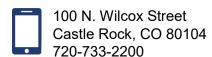
Page 8: Boards and Commissions

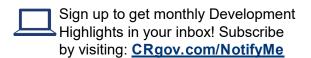
Page 9: Town Council Actions

Page 10: Development Snapshot

For the latest Development Activity, visit: CRgov.com/DevelopmentActivity









We'd like to hear from you! Provide feedback by completing our Customer Service Survey at:

Surveymonkey.com/r/LR35C27



News from the Director

New home construction activity has been slowing down over the past three months, as the market is responding to changing interest rates. While Castle Rock remains a desirable community, the pace of new permits slowed in July to 31 new single-family home permits, notably less than one year ago with 103 new home permits this same month. We anticipate that the residential market will adjust in the next few months, but will remain moving forward.

The southwest area of Town is located just west of I-25 at Crystal Valley Parkway, and extends both north and south of Territorial Road. Originally



Tara Vargish, PE Director Development Services

approved for development in the Town in 1984, it had some roads and utilities constructed, but no homes or businesses built over these 38 years. This area, now referred to as Dawson Trails, is proposing to move forward with an updated development plan (reducing past approvals for residential and commercial/office/industrial areas, increasing open spaces), contribute toward the Town's top transportation priority Crystal Valley Interchange, and may potentially bring a Costco to Town. You can learn more about this development proposal, and upcoming public hearings at Planning Commission and Town Council at www.crgov.com/DawsonTrails

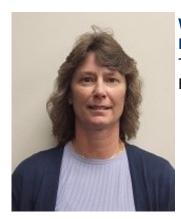
Employee Recognition







Welcome to BrieAnna Simon who joins the Town as a Senior Planner!



Welcome to Lenore
Bennett who joins the
Town as a Plans
Examiner III!



Congratulations to
Brett Longnecker on
passing the
ICC Residential Plumbing
Inspector Exam!



Congratulations to Dena Paulin on accepting the Planner II position!

Staff Kudos

"Thank you, as always! The HOA map is great. This town has such amazing resources! Starting with our Zoning Manager
—All the best, Kevin B.

"Thanks for your assistance in helping me address this issue. I have found you, and others on Town staff to be responsive and supportive to issues residents' raise."

— Brian B.

"Of course, Cara! Thanks for always being pleasant to work with and hear from!" – Jeff C.

Employee Recognition



Customer Feedback Survey

We launched a customer feedback survey in 2019 to gather input about our customer service on permits and projects, level of responsiveness to inquiries and development activities. If you receive an email from us titled "We would like your feedback!", please consider



taking a few minutes to respond. Your feedback is valuable to us! The link is also available in staff email signatures. All responses are anonymous, unless you request to be contacted by staff. You can also enter our monthly drawing to win a \$25 gift card to a local Castle Rock business.

"Tammy King is very, very responsive, and very professional."

"Our plans reviewer was very clear and professional in his comments and provided the plan review in a very timely manner!"

"Darcie was very helpful and I received a response quickly from the team she put me in contact with."

"Darcie is always great to deal with. She knows what she is doing and is very helpful."

"I had a customer with multiple permits and somehow the second AC inspection/permit did not get scheduled. Colby checked out the AC unit and saved us a second trip/customer inconvenience! Thanks so much for doing a great job!"

"Very appreciative of the professionalism and responsiveness when questions are asked and it's a pretty quick process compared to other jurisdictions. So, thank you."

"Castle Rock is RAD to work with and the people and super nice and very helpful!!"

"Tammy King was very kind and helpful."

"We appreciated the fast response we had to our project and the clear and reasonable review comments we received. Thank you for making the process simple for us and our client!"

"All inspectors I have encountered have been

very friendly and respectful. Brett and John were fantastic."

"I had an issue with an ILC and it was Tammy's day off. She helped me on her day off figure the issue out and what steps I needed to take. Tammy is totally AWESOME! Also TJ is always patient when I ask him questions I wanted to have all the information for Tammy so all she had to do was look at my email and attachments. TJ helped me figure out where I needed to look for the information So thank you to both Tammy and TJ you are both wonderful people to work with!"

"Jason Smith was extremely helpful."

"A pleasure working with all contacts."

"Tammy king was so helpful."

"Most courteous and helpful people in a building Department I have worked with in 40+ years of doing this sort of work. Thank you."

"You guys are ROCK STARS!!"

"We inadvertently failed to pull our retaining wall permits. TJ and Tracy were extremely helpful in getting it resolved."

"Everyone at the building department in Castle Rock is always incredibly helpful and genuinely nice. Always a pleasure doing business in Castle Rock!"

"Simplified the process in obtaining a permit"

Employee Recognition



Staff Spotlight

Michael Rankin joined the Town in April as a building inspector. In his position, Michael inspects residential construction for compliance with building codes to help ensure public safety. Before joining the Town, Michael worked under his own company performing finished carpentry and remodel work in Kansas. He had 10 years of experience in both commercial and residential construction before becoming an inspector for the Town of Castle Rock. Since joining the Castle Rock team, Michael has passed his Residential Building Inspector, Residential Mechanical Inspector, and Residential Plumbing Inspector certification exams, and has moved into a combination building inspector position.

Michael moved to Castle Rock in April, 2022 from Manhattan, Kansas. When not working, he spends time exploring the great outdoors and finding new things to put on his smoker. He enjoys back country hiking with his dog and overnight kayak trips. You can usually find him on the golf course working on his short game (where the low scores are shot), or somewhere in the mountains taking in the fresh air. Michael has a passion for cooking and travel, always looking for something new to try.



New Land Use Submittals



Administrative Reviews

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 staff as well as plan review staff in Castle Rock Water, Public Works, Fire and Parks and Recreation.

4760 Castleton Way

Site development plan amendment for installation of back-up generator in parking lot of pharmaceutical lab.

Aspen View Academy

Sanitary sewer design revision for grease interceptor addition, located at 2131 Low Meadow Boulevard.

The Brickyard

Erosion control plans for demolition of abandoned ACME brick factory, located at 401 Prairie Hawk Drive.

Calvary Chapel

Design revision to pond outfall connection, located at 1480 Canyon Drive.

Lanterns, Filing 10, Plat

Erosion control plans and subdivision improvements agreement for 182 single-family lots, located south of Montaine Circle, connecting at Vervain Trail.

Macanta (County Project)

Irrigation design revision for Filing 3 in support of single-family residential project. (Town will own and maintain the project's water system per previous agreements.)

Meadows, Filing 17

Plat to subdivide one lot into four lots, located east of Limelight and Meadows Parkway.

Meadows, Filing 19

Lot 2 north, construction documents for pond improvements providing storm sewer enhancements for future commercial/industrial development, located east of North Meadows Drive and south of SH85.

Metzler Ranch

Site development plan for 14,336 square-foot medical office building, located at 4342 Woodlands Boulevard.

Promenade

Site development plan for new 8,243 square-foot Los Dos Potrillos restaurant, located west of Home Goods and south of Sleep Number on Promenade Parkway.

The View

Right-of-way encroachment agreement for installation of shoring nails in alley, located at 205 Sixth / 610 Jerry Street.

Town Project

Construction documents and erosion control plans for 5th Street improvements, located between Rock Street to Founders Parkway and Ridge Road intersection.

Town Project

Construction documents for Dawson Ridge Boulevard (West Frontage Road) re-alignment.

New Land Use Submittals



Public Hearings Required

Land Use submittals that incorporate new land into the Town's jurisdiction, establish or modify the zoning rules for the land, or site plan layouts for residential neighborhoods or properties requiring buffering are examples of submittals requiring public hearings.



Meadows Town Center

New quasi-judicial application for a Site Development Plan for a proposed mixed-use development of three parcels in the Meadows Town Center, located on Future and Mercantile Streets. The Garrett Companies is proposing 85 residential units as a combination of townhomes and mixed-use apartment buildings. Approximately 6,248 square-feet of retail space will be available on the ground floor of one building. Amenities on the site include surface and garage parking, outdoor pool and gathering area. Public hearings before Planning Commission and Town Council are required. The property is located in Mayor Pro Tem Bracken's district.

Project Highlights

- 85 residential units as a combination of townhomes and mixed use apartment buildings
- 6,248 square-feet of retail space on ground floor of one building
- Amenities include surface and garage parking, outdoor pool, and gathering area

Boards and Commissions





Development Services supports five Boards and Commissions that have specific purposes for building appeals, variance hearings, land use case recommendations or determinations. These boards and commissions are filled by residents, and in some cases business owners, as appointed by Town Council.





Design Review Board

July 13, 2022 — Meeting cancelled.

July 27, 2022 — Meeting cancelled.



Historic Preservation Board

July 6, 2022 — The Historic Preservation Board held their regularly scheduled meeting in hybrid format. There were two public hearing items: The first item was a Landmark Alteration Certificate request for the Keystone Hotel, also known as Next Door Bar located inside Castle Café, for a request to construct an outdoor patio and a doorway from the existing building to the patio. The request was approved by a vote of 6-0. Item number two was a request to demolish an existing structure within the downtown located at 414 Perry Street. Any demolition for buildings constructed prior to 1945 within the downtown requires a recommendation from the Historic Preservation Board and approval from the Town Council. The applicant intends to construct a new structure and stated the existing structure was not economically viable nor historically significant to attempt to preserve. The request was recommended for approval to Town Council by a vote of 6-0.



Planning Commission

July 7, 2022 — The Planning Commission met and made a move to continue the Major Planned Development known as Dawson Trails Planned Development to a special meeting on July 14, 2022.

July 14, 2022 — Special meeting cancelled.

July 28, 2022 — Meeting cancelled.

Town Council Actions

Land Use Submittals



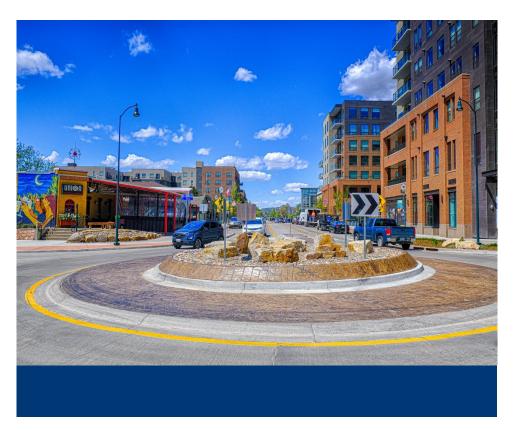
Town Council considered the following proposals in July 2022:

Downtown Codes and Guidelines Amendments

Downtown Castle Rock is a special and unique part of the Town. It is recognized as the Town's "Main Street" and is emblematic of its "small town" and "western" feel. Areas of Downtown have been undergoing redevelopment in recent years, attracting new businesses and new residents, increasing daytime activity and adding life to weekend events. As these new developments have opened up, and visitors and traffic have increased, some Council concerns have arisen regarding development in Downtown. Over the last year or so, Council has discussed various aspects of the Downtown, more recently the relationship between the Castle Rock Municipal Code Downtown Overlay District (Code), and the various Town guiding documents.

With Town Council direction, staff recently reviewed the basic elements of the Downtown Overlay District (DOD) Code and the guiding documents in order to identify inconsistencies and make a recommendation on how to clarify what the Code governs. Recommendations were presented at the June 21, 2022 Town Council meeting for ways to clarify that the code governs and the guiding documents should aid in redevelopment, including the ordinance and resolutions.

On July 5, 2022 Town Council approved on second reading, by a vote of 5-2, an Ordinance to amend Chapters 17.42 and 15.64 clarifying what the Castle Rock Municipal Code governs and that various guidance documents may be used as guidance and to aid in redevelopment downtown and in the historic downtown area.





To see upcoming scheduled public hearings at board, commissions, or Town Council meetings, visit: crgov.com/notices

CASTLE ROCK DEVELOPMENT SNAPSHOT: JULY 2022





81,015

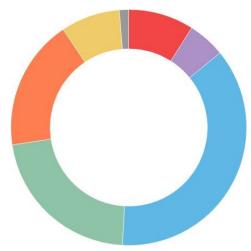
estimated population* as of July 2022

*Population based on the total number of occupiable residential units

Zoning Division

Core Service Levels

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-ways. Staff reviews all business licenses, temporary use permits and sign permits for zoning compliance in a timely manner.



- Sign Complaint Responses 0
- Sign Removed from Right of Way 21
- Sign Permits Reviewed* 12
- Site Visits **86**

- Code Complaint Responses 51
- Notices of Violation Sent 42
- Business Licenses Reviewed 19
- Temporary Use Permits Issued 3

*three late due to short staff

Planning/Development Review

Core Service Levels

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.

New Development Projects

New

New Development Project Applications this Month

Development Reviews

Monthly Reviews

first review*

second review*

22

third review or greater*

*On time with the exception of three late first reviews, two late second reviews, and four late third reviews due to volume/short staff.

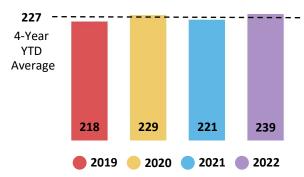
Pre-Applications

Pre-Applications this month

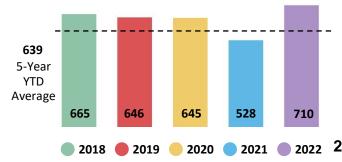
56 year-to-date Pre-Applications

percent of Pre-Applications over the previous 12 months advanced as new projects A preapplication
meeting is
required prior
to any landuse submittal. Meetings
may review conceptual
ideas that never lead to a
formal submittal. Preapplications expire and
must be resubmitted after
12 months.

Year-to-Date Development Projects



Year-to-Date Planning/Development Reviews



CASTLE ROCK DEVELOPMENT SNAPSHOT: JULY 2022



Building Division

Core Service Levels

Building Division staff process hundreds of building permits a month, from 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.

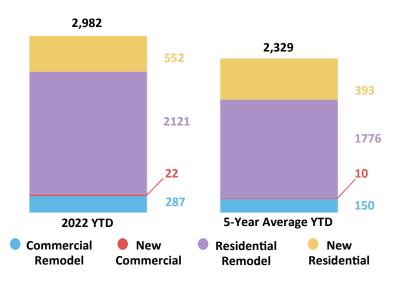
Development Services staff process permits, conduct inspections, respond to code violations and review plan submittals each month. This snapshot highlights staff activity during the previous month for the Zoning Division, Building Division and Planning/Development Review. Information on previous months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

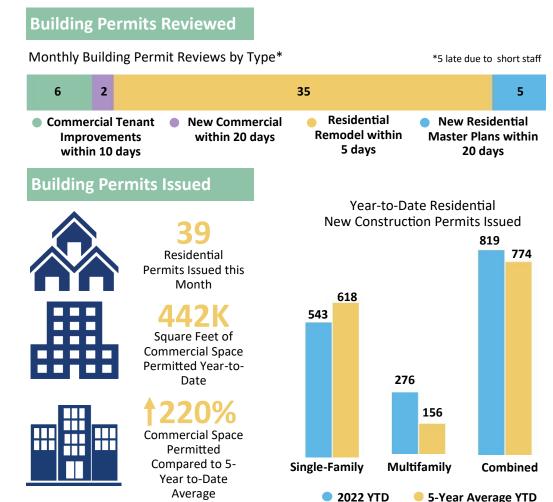
CRgov.com/1674/Development-Services



Building Permit Applications Received

Year-to-Date Building Permit Applications Received





JULY 2022 | FINANCE DEPARTMENT



Town of Castle Rock CRgov.com/Finance

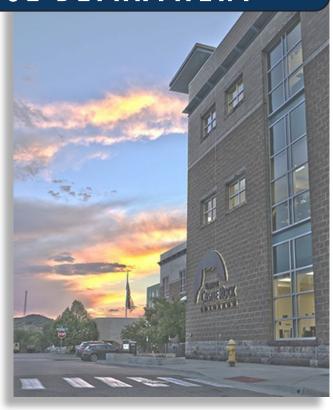
Trish Muller, CPA Finance Director

Mission

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

Vision

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



How does Finance support the Town's vision and priorities?

Accounting

The Accounting Team provides financial services such as accounts payable and receivable, investments, and capital asset reporting to internal and external customers. The team ensures financial transactions are recorded in accordance with the Town's Municipal Code, Governmental Accounting Standards and in compliance with governing laws and regulations.

Budget

The Budget Team supports departments
Town wide with future budgeting and financial
planning to attain strategic priorities in the
short and long term. The team actively
monitors, analyzes and reports on Town
financial activity throughout the year.

Payroll

The Payroll Team fulfills and maintains the critical role of employee compensation. Technicians responsibly process and calculate appropriate benefit and other deductions and maintain all aspects of pay. They continually learn and navigate complex federal and state payroll and tax regulations while adhering to the highest standards of confidentiality and customer service.

Revenue

The Revenue Team provides education and outstanding customer service while licensing businesses and collecting sales tax with a "home town" feel and understanding. The team works with economic development, the Downtown Development Authority and the Urban Renewal Authority to align with the Town's vision.

INITIATIVES

Annual Finance Conference

Trish Muller, Finance Director and **Pete Managers**, Assistant Finance Director, Budget & Revenue attended the Government Finance Officers Association's (GFOA) 2022 Annual Conference in Austin, TX. They participated in several sessions including, Preparing a Capital Improvement Plan, Ethics in Govenment Finance and Telling Your Financial Story. The Finance Department and the Town will benefit from their experience.



TOWN COUNCIL

August 16, 2022

Ordinance (2nd Reading):

Approving Supplemental Appropriations for 2022 and the Second Amendment to the 2022 Budget

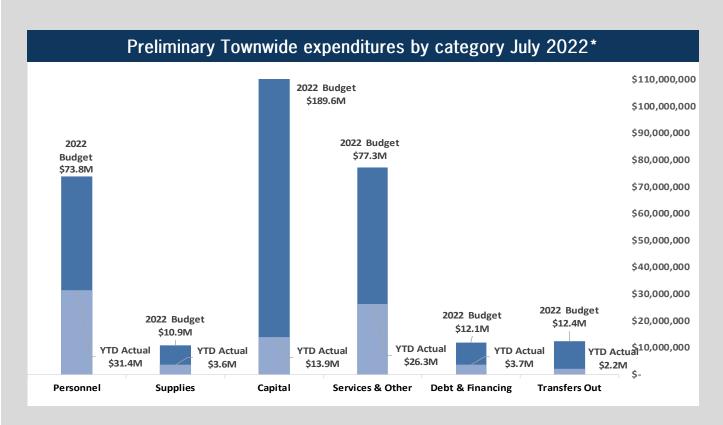
Ordinance (2nd Reading):

Amending Section 3.02.060 of the Castle Rock Municipal Code Regarding Bid Requirements for the Purchase of Goods or Procurement of Services

September 6, 2022

Discussion:

Introduction of the 2023 Proposed Budget



^{*}Latest full month numbers available

PARTNERSHIP



For more information on new Castle Rock businesses, please visit www.CRgov.com

Business licenses issued July 2022



60

Total businesses licensed in July



19

Businesses licensed in Castle Rock



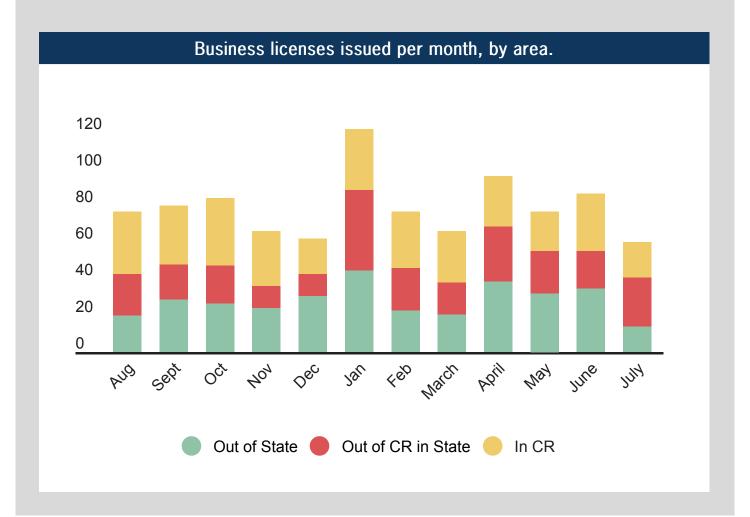
14

Businesses licensed out-of-state



27

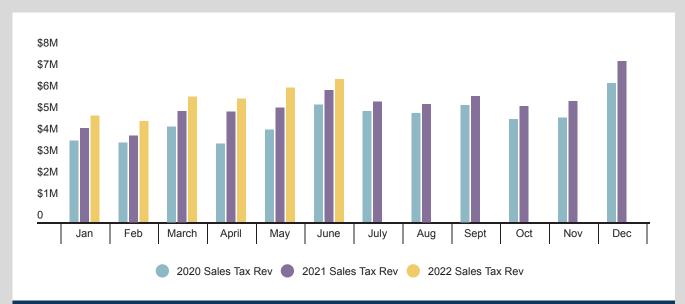
Businesses licensed in CO but outside of Castle Rock



Businesses licensed in Castle Rock, July 2022 - Check them out!

A & C Exchange, LLC	Wholesale and Retail Label Products Online
American SwagCO Inc.	Apparel with Logo
Aspen Leaf Boutique	Home Decor Items
Bear'l Cellars of Castle Rock	Wine
Blue Bird Dayz Handyman Services	Handyman
CR Aerial Works, LLC	Drone Photography/Videography
Goldline Automotive Services	Mobile Automotive Services at Customers Homes
Imperium Contractors	Commercial Coating Sub-Contractors Labor Only / No Product Purchasing or Selling
Luxe Liquor	Beer, Wine, Liquor
Pharr Out Designs, LLC	Custom Furniture
Pinch of Ginger Face Painting, LLC	Face Painting
Rex Motors, LLC	Motor Vehicles Sales
SALT Craft Meat Market	Meat and Related Food Products
Sass'n Around Door Decor	Wreaths and Crafts
Shred 415 Castle Rock	Fitness Classes
Spartan Collectables	Collectables and Trading Card Games
The Blooming Farmhouse, LLC	Home Furnishings and Decor
The Cheer Collection	Retail Jewelry
Willheart Counseling	Licensed Marriage and Family Therapist via Telehealth

REVENUE



As sales tax returns are due 20 days after the end of the month, this report shows the prior month's revenue.

Communicating results

Sales tax collections for June were up 8.2 percent from the previous year's month, or up \$503,021 compared to June 2021. Year-to-date (YTD) collections are up 13.2 percent compared to the same time frame in 2021. Staff will continue to monitor this very important revenue stream for the Town and inform as needed.



JUN	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected on Behalf of Others	Net Collections	
2021	\$6,135,858	\$366,996	\$5,768,862	
2022	\$6,638,879	\$359,006	\$6,279,873	
Dollar +/-	\$503,021	\$(7,990)	\$511,011	
Percent Change	8.2%	-2.2%	8.9%	
YTD	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected on Behalf of Others	Net Collections	
YTD 2021 YTD		Revenue and Amounts Collected		
	Tax Collections	Revenue and Amounts Collected on Behalf of Others	Collections	
2021 YTD	Tax Collections \$30,164,817	Revenue and Amounts Collected on Behalf of Others \$1,954,140	Collections \$28,210,677	

Supporting fiscal accountability



\$46,487

Collected from delinquent accounts in July for the month of May.



\$249,890

Year-to-date delinquent account collections



100

Audits in process



\$9,941

Audit revenue collected for the month of June

Castle Rock Fire and Rescue Department



An Internationally Accredited Fire Rescue Agency 2017-2022

July 2022 Monthly Report

Department News: During the month of July, our crews and educators were busy interacting with local summer groups and preschools in the Castle Rock community and at CRFD stations. In addition to scheduled public education (pub ed), there were many informal opportunities with community members throughout the month, including presenting CPR Hands Only to CRPD









Operations Division:

Deputy Chief Rich Martin

Customer Service

Measurable Outcomes - Rating of 4 or better on customer survey cards 100% of the time **July 2022** ...**100**%

Of the 46 customer survey cards we received in July, 44 were of the highest overall rating of 5, and 2 had a rating of 4. Some of the comments we received read; "First time dealing with CRFD, very impressed. Accident on Plum Creek Trail s/o Meadows, while I was being transported, your personal walked my bike to the trail head & met my son. Thank you." Another read; "Thank you for taking such good care of me. This was the first time I have ever had 911 called for me. Team eased my fears & treated me with complete respect. Very effective treatment. So very, very grateful! Thanks again." Another read; "Excellent, your communication with both myself and my spouse were clear and concise. Thank you – god bless all of you. There was a health issue – lung infection."

Call Statistics

For the month of July, we responded to 682 calls for service. Last year at this time, we responded to 573 calls. This places our year to date calls at 4,133 which is 776 more calls or 18.8% higher than last year. Average calls per day for the month were 19.5.

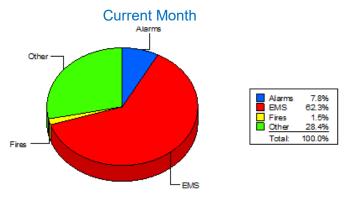
Of the 682 calls for service in July, 417 of the calls were for EMS. We had 378 patient contacts and transported 296 patients. This time last year, we had 245 transports.

Fire Calls

During the month of July, we ran 15 fire calls compared to 13 in July 2021. We had 28 alarm calls, which is 6 more than last year. Alarm calls are closely related to new commercial construction, where alarms are generated as new systems come on line.

The chart below indicates call proportions for the month of July:

Total Incidents by Category

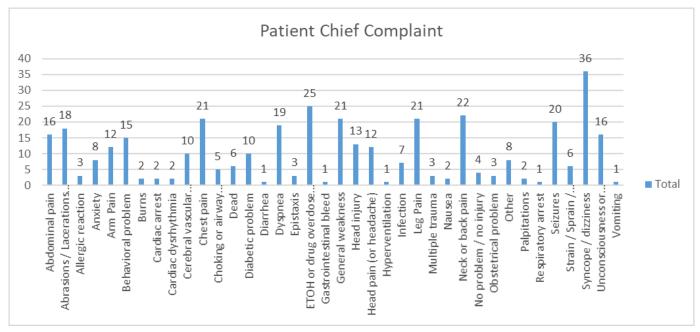


2

South Metro Fire and Larkspur Fire Department each transported one patient out of our district this month, due to all of our medic units being committed on other calls.

Emergency Medical Service Calls

The most common EMS calls in July were for syncope/dizziness with 36 patients. The second most common complaint was for alcohol or drug overdose with 25 patients.



Measurable Outcomes

CRFD Paramedic on scene of all EMS calls 100% of the time June 2022...100% July 2022...100%

Monthly alerts called by crews and follow-up

Trauma Alerts	4	Transported to appropriate facility 100 %
Stroke Alerts	9	Transported to appropriate facility 100%
STEMI Alerts	1	Transported to appropriate facility 100%
Sepsis Alerts	6	Transported to appropriate facility 100%

Correct treatment, destination, and procedures done 100%

Key Operational Issues:

➤ **A Shift:** On July 22nd, Quint 155, Engine 154, Quint 151, Medic 154, Medic 151, and Battalion 151 reported to Sam Walton Lane on a motor vehicle crash. One party was extricated and refused transport. No medical needed on two others.

On July 17th, Medic 151, Engine 154, and Battalion 151 responded to 5650 Allen Way on a reported stabbing. The patient was transported emergent to CRAHC and later pronounced in the emergency room.

- ➤ **B Shift:** On July 28th, Battalion Chief 151, Engine 152 and Medic 151 responded to the Crystal Valley neighborhood, on a cardiac arrest. The patient was transported to the closest appropriate medical facility.
- ➤ C Shift: On July 26th, Brush 154, Brush 155, Engine 152, Battalion 151, and Chief 151 responded to the northwest of 1929 Liggett Road for a reported smoke investigation. Crews found smoke and fire inside a bunker-style human-made shelter. CR Public Works was brought in and supported the operation with a backhoe to break apart the bunker. Crews extinguished the fire.

Life Safety Educators:

The Fire and Life Safety Educators scheduled and participated in several public education events. They also instructed our newest lateral recruits during their academy on the expectations during public education events. Once again, this opportunity was very informative and successful. They completed another Hands Only CPR Class in conjunction with the Youth Police Academy. They continue to assist or perform several car seat checks and installations. They also assisted with several informal station visits.

We are looking at dates in the fall to schedule another CWPP information meeting. We will advise once we have that date and location confirmed.

The Public Education Team continues to regularly meet to review and revise the lesson plans and presentations for preschool, and all school age children.

Below is a chart of our educator's activities for June and Facebook information for May.



CRFD Facebook June 2022				
281	Followers	2,792		
₩ • • •	Likes and Reactions	627		
	Page Views	923		
	Post Engagements	4,075		

4

Deputy Chief Commentary:

Our call volume continues to increase, when compared year over year. Through the month of July, we have responded to 18.8% more calls for service than last year at this time.

Fire restrictions were rescinded this month, however, we will continue to closely monitor these conditions in conjunction with our county partners.

We want to welcome our two newest members; Firefighter Paramedics Eliza Kormen and Paul Shoemaker. We also have initiated a program in conjunction with the military's Skill Bridge Program. This program is designed to have military personnel work outside of their branch of service with other public and private entities. Owen Pepper will be participating in this program with us through the end of October. Thank you for your service Owen. We welcome all of you to our fire department family!

We continue to focus on Cardiac, Sepsis, Stroke and Trauma alerts, from initial contact, through transport to the appropriate facility, hospitalization, and ultimately, discharge from a health care facility. We continue to work with our medical director to show these outcomes by utilizing The Modified Rankin Score. We believe this data is the most comprehensive at this time for us to get the best information and continue to look at ways to improve patient care and outcome.

We remain current and continue to comply with any remaining orders and guidance regarding the pandemic at local, state, regional, and national levels as they are updated and revised. We have noticed an increase in patients and employees that have tested positive.

The ER divert status remains something we will continue to monitor and communicate with our hospitals moving forward and take proactive steps when needed. We did notice a small increase in the frequency of diverts this month.

We continue to ensure our EMS data is reported to the state on time, as per new state statutes.

We continue to schedule all of our members who have not had a maximum treadmill test since they became employed, through CSU's Health and Fitness Clinic. Those who have received this test during their employment, have the option to participate, however they will be scheduled after our required ones.

In July, members were involved in physical fitness for a total of 386 hours.

Administration Division:

Fire Chief Norris Croom

Key Admin Issues

We remained in Stage 1 Fire Restrictions for almost the entire month. However, we did see some relief, conditions improved, and Stage 1 restrictions were lifted on July 28. We will continue to monitor our conditions, and if needed, we will re-implement restrictions.

Because of the poor conditions, we opted to cancel the Fourth of July fireworks show. I felt the risk was greater than the reward to have this show at this time. We will re-schedule it for later in the year when conditions improve to allow for a safer show.

At the recommendation of Mr. Corliss and town staff, Town Council approved a mid-year change in compensation due to the challenges the town is currently facing with recruitment and retention of employees. Every employee received some level of salary increase, and some will receive additional monthly stipends through the end of the year. Thank you to Town Council and Mr. Corliss for making this happen. It is greatly appreciated!

Fire Chief Commentary:

As part of our overall wildfire mitigation process, Parks and Open Space contracted with a company to bring in 800 goats to the Metzler Homestead. Goats will eat everything, including noxious weeds, poison ivy, and scrub oak, and they will clear the understory up to a height of about seven feet. These goats did a great job at Metzler, and Parks extended the contract to move them into the Woodlands to clear some areas. Both of these areas are in the very high hazard areas in the CWPP, and the goats have certainly helped mitigate a portion of both areas.

We continue to meet with other town departments and the developers for the proposed Dawson Trails subdivision in the southwest part of town. Part of the development agreement includes a site for a future fire station as well as a financial contribution towards the construction of the station. At full buildout, the development will be large enough to require a station as the projected call volume will exceed the capacity of Station 152.

Admin and Logistics continue to work with Castle Rock Water and our Parks and Rec department to change the landscaping at Station 153 to ColoradoScape. There have been a number of issues with the sprinkler system here. With a lot of blue grass that requires a large amount of water, we've had a couple of complaints on the appearance. Therefore, we are moving forward with a design and hiring a contractor to improve the overall appearance, remove a significant amount of grass, and reduce our exterior water use to conform to the ColoradoScape guidelines. We hope to have this completed this year, and then we will look at Station 154 next year for similar efforts.

Members of the department participated in the Inaugural Rumble at the Rock First Responders Pickle Ball Tournament at Parrish Park. The tournament pitted CRFD against Parks and Rec staff along with some avid pickle ball league players, and the winner was determined by total points, not wins and losses. I am happy to report that our team brought home the trophy by a score of 240-102. Congratulations to all of our players!

Finally, Lt. David Russell retired last month after 26 years with the department. Starting as a volunteer, he was eventually hired as the department began to grow with career staff, and promoted up through the ranks to Lieutenant. We wish him well in retirement!







Life Safety Division:

Division Chief Brian Dimock

Division Chief Commentary

During the month of July, the Life Safety Division operated at less than minimum staffing due to vacation, sick leave, and time off coverage. Despite these constraints, the Division continued to meet the expectations of our customers as can be seen in the following summary.

Statistics:

Inspection Type	Number	Hours
Complaint	3	2.5
Construction	192	131.25
Correction Notices	25	13
Primary Insp	89	52
Follow-up Insp	95	48
Pre-Citation	3	2.5
Special or Special Event	23	12.75
HazMat/Primary & Data	31	20.75
Total Inspections	461	282.75

Total occupancies inspected during July was 280 or 11.67% of total occupancies, which is an increase of approximately 32% from this time last year.

Plan reviews:

A total of 142 plan reviews (98.5 hours) were completed during the month of July.

Of these plan reviews, 50 of them were for permits, all of which took less than the allotted 10-day period. With an average of 2 days, the average time to review all plans was just over three-quarters of an hour. This maintained an average of 7 plan reviews a day.

Investigations/Response Assist:

Response Assist – 18 responses taking just over 16.25 hours to complete. Investigation/Law Enforcement – 19 entries requiring 35 hours of time to complete.

This investigation time included several small brush fires as well as continuing with on-going investigations.

Wildland Urban Interface - Education/Mitigation Efforts:

During the month of July, several calls for service were initiated including questions regarding the mitigation work in Metzler Homestead and the Woodlands using the goats, which involved roughly 13 hours of time.

Training:

The division as a whole documented 31 hours of training during the month of July. This includes training for investigations, fire inspections, plan reviews, and code interpretation.

Youth Fire Setter Intervention:

During the month of July, there were 5.75 hours dedicated to juveniles that had previously entered into the YFIS program for evaluation and training. This was the final portion for a group of individuals that needed to complete the program.

UAV's:

Total Flights – 66
Total Flight Feet – 179,517
Total Flight Time – 379 minutes

Administrative:

There was a total of almost 40 hours dedicated to handling customer complaints and inquiries during the month of July. Each and every complaint and inquiry gets addressed by a member of the division.

The division logged a total of 1,031 calls for service for the month. This equated to approximately 137 hours per person of logged hours. Time off was not included into this equation.

Training Division:

Division Chief Oren Bersagel-Briese

Division Chief Commentary

This month featured the start of the lateral academy with new FFs Eliza Normen and Paul Shoemaker. Joining them is Owen Pepper, a member of the Marines that is utilizing the SkillBridge program to explore a career in the civilian fire service. The academy has been working on familiarizing themselves with all things CRFD and was able to spend a day at the West Metro Fire Rescue drill grounds for some ventilation and



live fire evolutions. Thank you to all of our members that have helped with the delivery and organization of the lateral academy so far!

At the beginning of the month, crews were able to complete this year's rope rescue training in the Macanta subdivision – focusing on awareness level skills for most companies. Extrication training was also completed for all crews at Littleton U-Pull, with attention given to the skills needed to operate the equipment on any particular apparatus. Our incident command group (ABCs/BCs/DVCs) gathered to discuss and plan for special operations calls and focused on a consistent plan for all shifts. Finally, several crews were able to integrate into this month's CRPD training on response to an active killer event at a school. These cooperative trainings are a great tool to ensure a smooth response and we will be working more with CRPD on these types of evolutions.

Members have been hard at work on their Acting Engineer trainings and have been able to find creative ways to manage these trainings while being limited by water restrictions in town. Thank you to all of the crews for your support of these members as they go through their training. We were also able to get another round of 20s Drills completed, and these have focused on search and rescue skills with the thermal imaging cameras on the MSA airpacks.

CMCB: All of our certifications are approved and have begun populating members' Vector Solutions profiles. We'd like to thank everyone that has been going through the Certified Evaluator testing, and several members have already assisted other agencies with their practical testing needs. We've begun meeting with all of the crews to talk through the CMCB process and answer any questions that we can.

Over at the FTC, we were able to partner up with a local citizen who stained the fence for his Eagle Scout project. Tyler Finney was able to coordinate all of the supplies, organize all of the help, and complete the staining project over the course of two weekends. Thank you, Tyler, for your work on the fence!

I had the opportunity to record a podcast with the Colorado Division of Fire Prevention and Control, highlighting the training program here at the CRFD. The podcast was hosted by Lisa Pine and we discussed training philosophy, some of the success that we have experienced here, being

firefighter/operations focused, and how we've grown a training culture over the last 20+ years. You can find the episode by clicking here.

In July, crews trained for more than 1,959 hours on a wide range of topics to stay operationally prepared including extrication, EMS topics, driver/operator, engine and truck company operations, wildland response, forcible entry, incident command, ground ladders, professional development, size-up, physical fitness, search and rescue, and much more.

We are currently working on the following projects:

- FTC projects
- Lateral academy
- Global Technology Team
- CMCB
- Building project templates for division

We also:

- Participated in a meeting for the next 11day tech school in 2023
- Celebrated David Russell's retirement
- Began planning a new training calendar for 2023
- Worked on ImageTrend implementation plan



Forcible entry training



Active killer response training with CRPD



The group that stained the fence at the Fire Training Center. Thank you!

11

Logistics Division:

Division Chief Jim Gile

Division Chief Commentary

In July, as always, much work was done in the Logistics Division. Progress continued on various projects we have had in the works. This includes, the Station 155 and 154 door raise project. The Town now has a contractor under contract, and the doors have all been ordered. Both Logistics and Town Facilities are working together with the contractor to have a timeline for the work to begin. As with everything today, supply chain is an issue with doors and construction materials as well. We have also been



able to work on other projects that had been identified over the last few years. At Station 154, we had the wooden privacy fence replaced around the back yard and fuel island, and a new front sidewalk was installed. This cleaned up the deteriorating concrete and brought the sidewalk up to ADA code, the repair was identified a few years ago during the Towns ADA self-assessment.

We continue to deploy the new CF-33 Toughbooks. This requires the installation of a new docking device into the unit; because this takes some time to install, we have been doing this as units come in for service. Through the installation, we have found a GPS issue with New World and have been working through this on at least one MDC. In addition, during a scheduled New World upgrade and server migration, we experienced a total failure of Fire Mobile. We worked with TOCR DoIT, Douglas County IT and New World to get this resolved. Unfortunately, we ended up with Fire Mobile being down for the better part of two days. Once the repair was identified, it was immediately deployed with all of the front line units getting the repair before the end of day two. This also uncovered a secondary issue with the data transfer from New World to High Plains; the failure was identified and repaired. It is important to note that this New World outage affected all external dispatch clients of Douglas County, it was not just us, nor was it the new computers that caused this.

Work also continues in other areas of the Logistics Division. LEST Keegan continues to handle the day to day logistics needs of the department. This includes tools, equipment, uniforms and PPE. Tad is also the primary approver of the Home Depot / Supply Works station supply orders. June and July were busy months for tools and equipment. At the end of June, all hose and ladders were tested as per NFPA standards. In July, repairs were made to ladders that failed and they were retested. We also inventoried all hose and ladders as per the CFAI Peer Team recommendation report. Recommendation 6 states: It is recommended that CRFD develop a plan to ensure that all types of equipment tested by third party vendors have been tested, including loose equipment stored at facilities (6E.3). A formal plan has been submitted to Chiefs Croom and Rollins outlining the path forward per this recommendation. With this completed, Assistant Chief Rollins has closed out this recommendation as complete, and we will work towards implementation.

Sr. EVT Jennings continues to handle the repair and maintenance needs of the department fleet. As of July, all of the NFPA and ISO required Annual Pump Tests have been completed for CRFD Units. Ben has been working on multiple projects, such as coordinating needed body repairs on Unit 281. After completing a preventative maintenance service on this, it was sent to Diversified Body for repairs of accident damage, as well as to Stewart and Stevenson for emission system repairs. Ben has also had Unit 082 through the shop for preventative maintenance and scheduled repairs. This unit was sent to our Pierce dealer for a required front suspension inspection, and brakes and rotors replaced all around. Due to the size and scope of job, we elected to have Front Range do this so Ben could continue to work on other projects. In order to keep Ben working on units as needed, I have been performing most of the up-fitting of new units and assisting with repairs as needed.

HAAS alerting system (the system that alerts drivers of emergency vehicles in the area) totals for July are 6,875. Year to date is 35,634, and the total since we began the program is 162,298. Castle Rock Fire and Rescue was the first agency in Colorado to implement the system.

Division Project Report

- Facilities Projects
- MDC Replacement
- Station 154 / 155 Door Raise Project
- New Bureau 152 Up-fitting
- New STO Up-fitting



New fence and sidewalk at Station 154



New bureau vehicle 152

Accreditation and Emergency Management:

Assistant Chief Craig Rollins

Much of this past month focused on understanding the intent behind each peer team recommendation and developing a plan to address those recommendations. To date, three of the items are complete, with two more expected to be complete before the commission hearing on 8/16. We anticipate two or three more will be complete by the time of our annual compliance report (July 2023).

The department is preparing for the commission (CFAI) hearing on August 16th at the Westin Hotel at DIA. The current schedule has us going before the commission between 0955 and 1055. All off-duty department members are welcome to attend. A live streaming link to follow the hearings will be sent out as soon as it is provided by CFAI. For those members that wish to attend, we request that you dress in Class A uniform.

Additionally, I have been working to update the department's Emergency Operations Plan. However, with the transition from Tri-County Health Department (TCHD) to Douglas County Health Department (DCHD), the update will take longer than initially anticipated. I have had meetings with DCHD to begin updates to the Public Health Annex.

June 2022 Summary: Calls for Service:

		All Inc	idents		Emergent Incidents			
	Inci	Incidents		s Response	Inci	dents	Apparatus Response	
	6	05	1:	1297		399		63
Urban	384	63%	758	58%	257	64%	538	56%
Rural	159	26%	376	29%	100	25%	272	28%
Interstate	21	3%	90	7%	21	5%	89	9%
Blank	41	7%	73	6%	21	5%	64	7%
Mutual Aid Calls	54	9%	176	14%	47	12%	158	16%
Aid Received	28	5%	107	8%	26	7%	97	10%
Aid Given	26	4%	69	5%	21	5%	61	6%

















CRgov.com/ParksandRec



parks@CRgov.com



Upcoming Events

View up-to-date information at CRgov.com/Events.



SUMMER CONCERT SERIES FEAT. SCOTTY MCCREERY

6 - 10 p.m.

The Amphitheater at Philip S. Miller Park



ANNUAL RECREATION CENTER MAINTENANCE CLOSURE



TUNES FOR TRAILS FREE CONCERT FEAT. SPINPHONY

6:30 - 9 p.m.

The Amphitheater at Philip S. Miller Park



THE SUMMER BALL

5 - 8 p.m.

The Amphitheater at Philip S. Miller Park



CLIMB4CHANGE

6:30 a.m.

Philip S. Miller Park trails and Challenge

AUG

SUMMER CONCERT SERIES FEAT. KASHMIR, THE LIVE LED ZEPPELIN SHOW WITH THE DENVER POPS **ORCHESTRA**

6 - 10 p.m.

SEPT

The Amphitheater at Philip S. Miller Park TRI THE ROCK YOUTH TRIATHLON

6 - 10:30 a.m.

Castle Rock Recreation Center

SEPT

ANIMALS AROUND THE ROCK: BATTY ABOUT CASTLE ROCK

6 - 7 p.m.

The Millhouse at Philip S. Miller Park

SFPT

TUNES FOR TRAILS FREE CONCERT FEAT. GROOVEALICIOUS

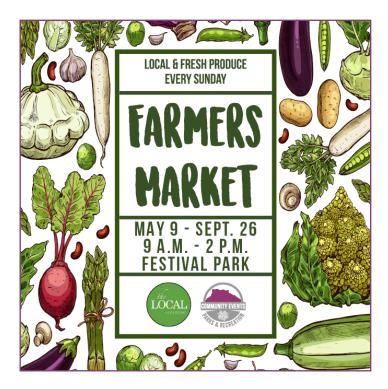
6:30 - 9 p.m.

The Amphitheater at Philip S. Miller Park



Recurring Summer Events

Join us for the following events, recurring throughout the summer. View up-to-date information at CRgov.com/Events.









Parks, Open Space & Trails

DEVELOPMENTS CONTINUE AT METZLER FAMILY OPEN SPACE

In 2021, the Estate of Robert F. Metzler donated approximately 60 acres and a homestead and silo near Founders Parkway and Crowfoot Valley Road to the Town.

Born September 5, 1923, Bob Metzler was a cattle rancher, educator, artist, musician, adventurer, developer and philanthropist. Brother to Rosemary Metzler, they were the grandchildren of Irish immigrants Patrick and Margaret Lucas, who were among the first homesteaders in Douglas County.

To honor this donation and the Metzler heritage, the property has been named the Metzler Family Open Space. The site is part of the original Metzler Ranch Planned Unit Development of 770 acres, which was annexed into Castle Rock in 1984. This tract is the last remaining, undeveloped parcel from the original annexation area and was one of the largest land donations the Town of Castle Rock has ever received.

The Town has allocated \$1.6 million for various improvements prior to opening the property to the public by the end of 2022. This spring and summer, contractor Timberline Trailcraft constructed 6 miles of soft-surface trails. In July, the historic and leaning silo was successfully straightened, and Summit Sealants will soon begin to repoint and strengthen the joints of the silo's brick. Designs are also nearly final for the parking lot and entrance on the southeast side of the open space, and staff are developing signage to be placed throughout the site to tell the story of the Metzler family.

Although the property won't officially open until the entrance and parking lot is complete, the Castle Rock Parks and Trails Foundation is hosting a sneak-preview VIP event on Thursday, August 25 from 6-8:30 p.m. Attendees to the event will experience a guided hike on the newly constructed trails, as well as a tour of the homestead and outbuildings and a wine tasting just in time for sunset. All proceeds will benefit the Foundation's efforts of supporting the Possibilities Playground at Butterfield Park. To purchase a ticket and learn more about the work of the Foundation visit GetOutdoorsCastleRock.org.

PHILIP S. MILLER PARK PLAYLOOP UPDATE

Throughout the summer, a new sidewalk was installed at Philip S. Miller Park to provide an accessible looped connection between the parking area, aerial trekking course and adventure playground. Major project components are complete, including construction of 1,100 linear feet of ADA accessible trail and site vegetation. The areas surrounding the new path will also feature new play structures to expand the park's adventure play experience. Supply issues have delayed some of the new equipment, but staff will continue to install and open the equipment throughout the fall. Porta-lets were also relocated from the parking area to a new pad built adjacent to the path. The project is funded through lease fees paid by the Edge Ziplines and Adventures.







PROPOSED RECREATION FACILITY QUESTIONNAIRE RESULTS

The Castle Rock community supports Town-operated indoor recreation and has for over 30 years, since the Recreation Center was built in 1988 when the population was only 9,000. To continue to maintain quality of life expectations for a growing community, the Parks and Recreation Master Plan and Strategic Plan support the development of a new indoor recreation facility.

Following a recreation feasibility study and a request for proposals in 2021, the Town recently sought resident feedback on a potential public-private partnership that would bring a sports development center of roughly 100,000 square feet featuring aquatics, fitness and gymnasium amenities. The Proposed Sports Development Center questionnaire key findings are shown here. More information on the project can be found at CRgov.com/NewRecFacility.

KEY FINDINGS



agree with the concept of the facility as proposed



agree with the location of the facility as proposed



believe the proposed concept addresses the current shortage of gymnasium and aquatics space within Castle Rock



believe the proposed partnership with Confluence Companies accomplishes funding strategies identified by the Parks and Recreation Department



agree with the need for a new recreation center, given other parks and recreation and Town priorities

OPPORTUNITIES

When asked if there are other parks and recreation-related amenities or projects of interest, there were a few themes in responses, including:



Tennis: mentioned in 26% of responses



Ice: mentioned in 14% of responses

Other common responses that accounted for <5% of answers included a 50-meter pool, diving well, open space and baseball facilities.

When asked for additional feedback regarding the proposal, there were a few themes in responses, including:



Tennis: mentioned in 20% of responses



in 5% of responses

Other common responses that accounted for <5% of answers included a 50-meter pool, diving well, open space, baseball facilities and indoor turf.

ENGAGEMENT



35 number of days questionnaire was open



639 total responses collected



20+ neighborhoods represented







Community Events

JULY EVENTS

Residents remained busy throughout the month at the many community events organized by the Parks and Recreation Department - from free fitness and yoga programs at parks to ongoing farmers markets and educational programs and concerts.

July kicked off with First Fridays featuring Blink 180-TRUE and special guest Ninety Percent 90's. Hundreds came out to experience this southern California's tribute to the world-famous pop-punk band with all the fun and antics. A Color Run 5k was held before the music started and families enjoyed the first Friday of the month close to home at Festival Park with free music, family-friendly festivities and food and drink.

Philip S. Miller Park played host to the Summer Concert Series featuring Nancy Wilson's Heart and vocalist Kimberly Nichole on Friday, July 22, and Junior Varsity Three took the stage on Thursday, July 21 for the free Tunes for Trails concert series. The Amphitheater also offered a free, educational opportunity to learn about local birds of prey at Raptors Over the Rock on July 12. Presented in partnership with the Douglas Land Conservancy, Nature's Educators brought live animal ambassadors and presented information on habitat and behavior.

The month wrapped up with a longhorn cattle drive on July 29 to formally kick-off the Douglas County Fair and Rodeo. Thousands came out as official cowhands steered a heard of Texas Longhorns down Perry Street at the Western Heritage Welcome. Following the cattle drive, event goers enjoyed a variety of western-themed activities like gold mining, old-time photographs and reenactments. The wild-west truly came to life!



Athletics & Adventure

PEDAL THE MOON

On July 16, the Athletics and Adventure Division hosted its annual, family-friendly ride. Over 160 peopled biked along the East Plum Creek Trail at Pedal the Moon and fun was had by all. Depending on preferred distance, participants departed Castle View or Douglas County high schools and ventured downtown to Festival Park to enjoy festivities. Bike decorating stations were located along the route and showy lights and glow-in-the-dark accessories helped the moon light the way. The International Dark Sky Association set up telescopes for viewing, and food and beverages were available in the park.







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.

Follow us on Facebook, Instagram or Twitter: CRpoliceCO

One-By-One Policing

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

One-by-one policing is Castle Rock Police Department's vision and is a unique way of leading and serving people, which is central to our pursuit of providing a safe and secure community. This is our purpose, our cause, our belief, and it all starts within our organization. This page is dedicated to the ways in which we as a department reach out to our community one by one and where the community reaches back.

"Officer Toliver came on the scene, was friendly, extremely nice, handled it appropriately and professionally, granted it was professional interaction, but it feels like I made a friend because I got to talk to him... I just wanted to leave a positive review or positive feedback – a little shoutout. I hope he gets recognized because, in light of everything that was going on, he made it a little bit better. I hope he gets reviewed well. He's a good dude. Thanks a lot, I appreciate it.""

Dalton D. (7/10/22)

"I would like to thank the Castle Rock police officer [Officer Stoneking] who risked his life to close down a lane on I25 this afternoon so the tow truck could pick up our car. Much appreciated service from these Texas women visiting Colorado."

Anonymous (7/13/22)

"We inherited some old, broken down cars from my Dad, and one was tagged for removal by CRPD (understandably). I had tried [to extend it], but an officer [CSV Waller] stopped by and had already called a tow truck...the officer was so very kind and called her Sgt to give us another 24 hrs... She gave my kiddos stickers and was so friendly with them... Officer Waller, your empathy and kindness was greatly appreciated...THANK YOU, FROM THE BOTTOM OF OUR HEARTS! We love you! I've always believed that hope and love will find you when you least expect it, and this proves it."

Anonymous (7/26/22)

"Corporal Grandy responded to my address on an alarm call. Me and my husband were far away and drove back to the residence after being alerted by Cpl. Grandy of the alarm. [He] waited for us to arrive to ensure everything was ok with our home. He was friendly, professional, courteous, and most importantly caring. I just wanted to express my deepest thank you."

Irene (7/26/22)

Re: Officers J. Lane, Meyers, and Dispatchers
Benegas, DeClaire, Brunetti from Jefferson
County Sheriff's Office: "Thank you for the help
with the camera footage. The suspect was
arrested for numerous DV felonies and the
victim was found safe. Please share my thanks..."
Investigator K. (7/28/22)

"Hello, Officer J. Smith was able to help me and my wife the other day with a traffic accident...I want to say thank you to him for being so courteous and helping us feel more comfortable. Office Smith was able to obtain some video footage from the gas station at the corner of the accident."

Josh B. (7/7/22)

Message from the Chief



The format of the department's monthly report is purposely designed to mirror our department's five-year strategic plan. This will allow members of the community as well as members of our organization to gauge how we are progressing in key areas of our strategic plan.

The Police Department's strategic priorities will anchor and update the main sections of this report. By doing so, this will facilitate our continued focus on implementing our strategic plan and providing outstanding service to the Castle Rock community. There are six strategic priorities included in the Police Department's Five-Year Strategic Plan:

Priority 1: Crime

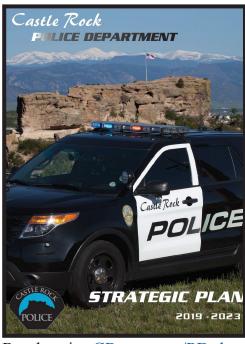
Priority 2: Traffic Safety

Priority 3: Employees

Priority 4: Prepare for Future Growth

Priority 5: Community Policing and Partnerships

Priority 6: Technology, Equipment and Training



Read entire <u>CRgov.com/PDplan</u>

Leading with Success

HAPPY RETIREMENT!!!

Join us in wishing Castle Rock Police Sgt. Tim Ratcliff the very best in his retirement. Sgt. Ratcliff served in the policing profession for 40 years, 22 of which were with CRPD. During his career, he spent time in patrol (28 years!!), training, policy development, investigations and SWAT. He finished his career serving as the sergeant over the department's school resource officers.

We wished Sergeant Ratcliff an eventful retirement on July 28... and thanked him for his countless contributions to our Town and this profession.



Priority 1: Crime

Goal 1: Maintain or reduce the crime rate and provide a sense of safety and security

	Persons Crime*								
Crime Offense*	2022 June	2021 June	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022			
Homicide	0	0	0.0	1	0	100%			
Sex Offenses - forcible	0	3	2.8	9	22	-59%			
Domestic Violence	21	7	16.1	89	82	9%			
Aggravated Assault	4	0	1.5	6	8	-25%			
Total Persons Crimes	25	10	20.4	105	112	-6%			
Property Crime*									
Crime Offense*	2022 June	2021 June	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022			
Burglary	6	8	7.6	29	43	-33%			
Fraud/Forgery	9	19	40.9	102	552	-82%			
Motor Vehicle Theft	5	8	7.0	27	41	-34%			
Robbery	0	0	0.4	1	6	-83%			
Theft from Motor Vehicle	7	14	18.5	65	133	-51%			
Theft	45	56	61.6	336	420	-20%			
Vandalism	35	31	32.0	167	218	-23%			
Total Property Crimes	107	136	168.0	727	1,413	-49%			
"Total Crimes" (Person & Property)	132	146	188.4	832	1,525	-45%			

^{*} Persons/property crimes are reported for the **previous** month due to the transition to NIBRS reporting.

Response Times								
PRIORITY 1 CALLS FOR SERVICE	# of Calls	Average Dispatch Time	Average Wait to Enroute	Average Drive Time	Average Time Ofcs on Scene			
July	97	1.73	0.35	6.54	66.12			
June	80	1.74	0.26	6.32	68.88			
May	100	1.22	0.32	5.67	50.06			
2022 YTD	584	1.48	0.32	5.91	64.71			
2021 MON. AVG	79.3	1.50	0.30	5.48	66.17			

Note: The above time references are fractions of minutes.



Goal 2: Maintain an investigative capability to identify, apprehend, and assist with the prosecution of criminal offenders

Persons Crime (Persons Crime Clearance Rates* (Monthly and 2021-2022 Year-To-Date Comparison)									
Crime Offense	2022 June	2021 June	2022 YTD Crime	2022 YTD Clearance Rate	2021 YTD Clearance Rate					
Homicide	N/A	N/A	1	100%	N/A					
Sex Offenses - Forcible	N/A	0%	9	11%	23%					
Domestic Violence	90%	100%	89	94%	96%					
Aggravated Assault	100%	N/A	6	83%	100%					
Total Persons Crimes Clearance	92%	70%	105	87%	82%					

Property Crime	Property Crime Clearance Rates* (Monthly and 2021-2022 Year-To-Date Comparison)								
Crime Offense	2022 June	2021 June	2022 YTD Crime	2022 YTD Clearance Rate	2021 YTD Clearance Rate				
Burglary	0%	0%	29	24%	7%				
Fraud/Forgery	33%	11%	102	21%	1%				
Motor Vehicle Theft	0%	25%	27	4%	20%				
Robbery	N/A	N/A	1	0%	33%				
Theft from Motor Vehicle	0%	0%	65	0%	1%				
Theft	11%	21%	336	22%	18%				
Vandalism	17%	19%	167	19%	15%				
Total Property Crimes Clearance	13%	16%	727	18%	9%				
Total Crimes Clearance (Person & Property)	28%	20%	832	27%	14%				

Please note the offenses shown above with N/A data reflect zero incidents for that specific offense. Any offenses displaying 0% reflect incidents had occurred during the year; however, they had not yet been cleared.

Priority 1: Crime (continued)

Goal 3: Maintain the capability of effective emergency management as well as the response to, and recovery from, a critical incident

	Victims Assistance Unit (VAU)										
Activity	2022 July	2021 July	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022					
Cases assigned - Staff Advocates	34	16	21.5	169	140	21%					
Cases assigned - Volunteer Advocates	16	19	10.7	94	89	6%					
Total cases assigned	50	35	32.2	263	229	15%					
Total victims served	78	58	59.4	458	438	5%					
Volunteer office hours	7	2	2.4	45	2	2150%					
Total call out hours	39	20	15.4	154	101	52%					

Victims Assistance Unit

Welcome Ashely Moore to the Victim Assistance Program! Ashely is a Colorado native and now calls Castle Rock home with her fiancé and kids. Pursuing a career in social work, she is passionate about serving her community. Her career goals include becoming a licensed clinical social worker so she can join law enforcement as a co-responder. Her hobbies include spending time with her family and friends, reading and hiking.



Priority 2: Traffic Safety



Goal 1: Increase traffic safety on the roadways in the Town of Castle Rock

		Tra	ffic Crash	es				
Crash Type	2022 July	2021 July	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022		
Fatality	0	0	0.0	0	0	0%		
Injury	3	3	2.6	28	16	75%		
Non-Injury	58	65	64.1	458	462	-1%		
Traffic Crash Total	61	68	66.7	486	478	2%		
Traffic Enforcement								
Traffic Type	2022 July	2021 July	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022		
Driving Under the Influence (DUI)	3	10	8.3	60	62	-3%		
	Traffic	Citation	s (Munici	pal and S	State)			
Call Type	2022 July	2021 July	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022		
Traffic Tickets Issued	123	85	122.7	867	954	-9%		
Written Warnings	120	93	181.6	473	1,483	-68%		



Priority 3: Employees

Goal 1: Attract and retain the highest quality employees

Goal 2: Train and develop employees

Goal 3: Recognize employee accomplishments

Staffing Levels									
Year	Sworn Officer Turnover	Total Sworn FTE	Total Turnover Rate	% Change from prior year					
2022	7	87	8.0%	60.9%					
2021	4	80	5.0%	-50.0%					
2020	8	80	10.0%	-12.2%					
2019	9	79	11.4%	113.6%					
2018	4	75	5.3%	29.8%					

Current Staff	Sworn Officers	Officers in Training	Civilian Staff	Total Staff	Volunteers	Explorers	Total Staff (inc. Vol.)
July-22	77	7	30	114	23	11	148
Authorized FTE positions	87		32	119			

Training Hours									
Total Hours	July July MO. AVG YID YID								
Internal/External	ternal/External 677.5 1,142.0 715.8 5,156.3 6,019.3								
	Hours per Type								
Internal/In-service (Active	e killer/sho	oter, Narcan	n)			573.5			
External Training (Advance enforcement, Glock armore	104								

Accomplishments / Recognition									
Туре	2022 July								
Compliments	6	5	10.5	56	64	-13%			
Recognition / Awards	0	5	5.8	69	50	38%			

Priority 4: Prepare for Future

POLICE

Growth

- Goal 1: Monitor Townwide population growth estimates
- Goal 2: Monitor Police Department workload
- Goal 3: Evaluate an efficient method of delivering service to newly developed areas

Calls for Service (CFS)								
Calls for Service (CFS) Per Officer / Per 1st Responder	2022 July 87 OFC /58	2021 July 80 OFC /55	3-YR MO. AVG	2022 YTD 87 OFC /58	2021 YTD 80 OFC/ 55	% Change 2021-2022		
CFS TOTAL, includes self-initiated (SI)	4,554	4,306	5,307.0	30,440	35,263	-13.7%		
CFS, excludes self-initiated (SI)	2,748	2,528	2,082.6	15,543	14,552	6.8%		
Year-to-Date (Per 1,000 citizens)	33.8	31.9		191.3	183.4	4.3%		
CFS per Officer, excludes self-initiated	31.6	31.6		178.7	181.9	-1.8%		
CFS per 1st Responder, excl. self-initiated	47.4	46.0		268.0	264.6	1.3%		

Note: Year-to-date and 3-Year monthly averages reflect periodic adjustments due to population and CFS fluctuation.

Communication Incoming Phone Calls										
911 Calls	# of Calls	Avg per Day	AVG Answer Time (sec)	Answer Time ≤10 secs.	Answer Time ≤15 secs.	AVG Call Length (sec)				
July	637	21	3.22	99.2%	100.0%	172.3				
July	590	20	3.33	99.0%	99.8%	176.5				
May	660	21	3.28	99.1%	99.9%	164.7				
2022 YTD	3,957	19	3.35	99.1%	99.9%	170.7				
2022 Monthly AVG	546.0	16.3		98.7%	99.9%	179.8				
		APCO and I	NENA Standard:*	90.0%	95.0%	N/A				
Mon. Administration Calls	5,152	166								
Mon. Outbound Calls	1,159	37								
YTD-Administration Calls	30,811	145								
YTD-Outbound Calls	7,836	37								

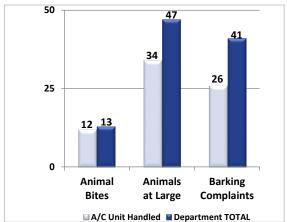
^{*}Association of Public-Safety Communications Officials (APCO) and National Emergency Number Association (NENA).

Downtown Liaison Officer (DLO)								
Type 2022 2021 3-YR 2022 2021 % Change July July MO. AVG YTD YTD 2021-2022								
Parking Enforcement/CFS	235	91	167.3	714	1650	-56.7%		
Parking Warnings	29	32	61.7	71	644	-89.0%		
Parking Tickets	137	16	39.9	350	201	74.1%		

Priority 4: Future Growth (continued)

Animal Control Response Comparison

July 2022

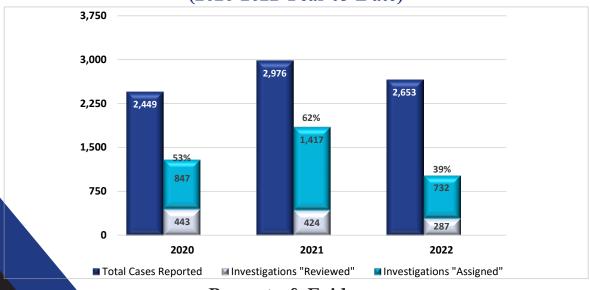


The ACU handled:

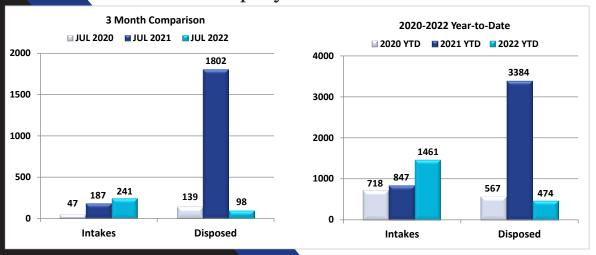
- 92 Percent of animal bites
- 72 Percent of animals at large
- 63 Percent of barking complaints

Note: The remainder of animal calls for service are handled by on-duty officers.

Investigations Case Reports (2020-2022 Year-to-Date)



Property & Evidence





Records Unit

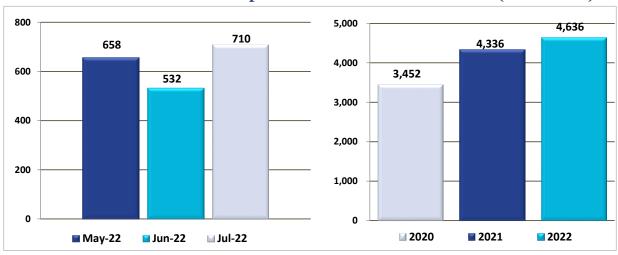
Workload	Backgrounds	Reports requested	Reports reviewed	eDiscovery	Synology*	Recordings	Reports to D.A.	Reports released
July 2022	118	710	678	106	0	1,592	30	644
July 2021	86	633	619	32	0	953	0	605
% Change 2021-2022	37.2%	12.2%	9.5%	231.3%	N/A	67.1%	N/A	6.4%
3-YR MO. AVG.	103	502	505	60	4	713	6	480

^{*} Felony drug cases

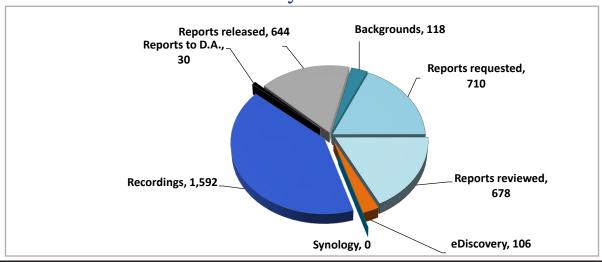
Total Reports Requested

Three-Month Comparison





Records Unit Workload July 2022



Priority 5: Community Policing & Partnerships

Goal 1: Community engagement through outreach and education

Crime Prevention and Community Partnership Programs									
Running Program Types	2022 July	2021 July	3-YR MO. AVG	2022 YTD	2021 Year-End	% Change 2021-2022			
Crime Free Multi-Housing	0	0	1.9	25	25	0.0%			
Crime Free Self-Storage	0	0	0.7	8	9	-11.1%			
Rock Watch	2	0	56.8	874	830	5.3%			
CPTED (Crime Prevention)	1	1	1.3	29	22	31.8%			
R-U-OK	-1	0	1.0	33	17	94.1%			
Total Activity	2	1	61.3	969	903	7.3%			

Notes: Rock Watch 2021-2022 YTD statistics were revised for accuracy. R-U-OK totals periodically fluctuate as members enter or leave the program.

Volunteer Hours									
Unit Hours	2022 July	2021 July	3-YR MO. AVG	2022 YTD	2021 YTD	% Change 2021-2022			
Explorer Unit	93.5	376.0	167.0	1,425.0	1,510.0	-5.6%			
Victim Advocates	521.0	540.0	456.4	3,055.0	3,237.0	-5.6%			
VIPS-Community Safety Vol.	121.0	162.0	160.3	524.5	734.0	-28.5%			
Total	735.5	1078.0	825.0	5,004.5	5,481.0	-8.7%			

Goal 2: Optimize communication and marketing programs

Public Information Officer (PIO)									
July 2022	Facebook	Twitter	Nextdoor	Instagram					
Followers	17,550 4,042		36,287	3,451					
Number of posts	18	17	6	11					
Total Viewer Engagement	36,204	196	15,943	748					
	Pol	ice	To	wn					
Call outs/Incident Response	2 0								
	TOTAL								
Media Inquiries	13								

Priority 6: Technology, Equipment

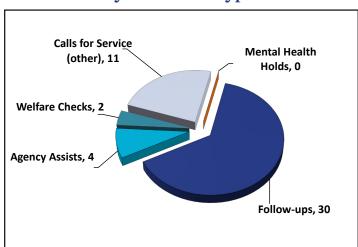
& Practices

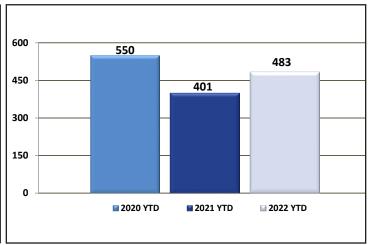


Goal 1: Maintain and utilize the most effective technology, equipment and best practices Community Response Team (CRT) Dashboard

July 2022 Call Types

CRT Total Calls for Service (YTD)





Domestic Violence Lethality Assessment Program (LAP)									
Call Type 2022 2021 3-YR 2022 2021 % Chang MO. AVG YTD YTD 2021-202									
Total LAP reports completed	21	13	10.1	83	74	12%			
High-risk reports	14	3	5.0	35	35	0%			

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

ePoliceReporting								
Onling Panarte						% Change 2021-2022		
Reports received	30	20	41	213	654	-67.4%		

CUE Hit (Customer Service Measurement)

Castle Rock Police Department began utilizing a text survey as a measure for customer service success. Citizen callers on select non-violent or property crime calls for service receive a short text survey with the option to rate police department service on their call. We ask to be rated from 1 to 5 (5 is our goal). We also give the citizen a chance to leave text comments.

Since the start of the program, we sent out 656 surveys and received responses on 360 (54.9 percent) of which 87.5 percent received a rating of 5.

	Surveys		Surveys Rating Results (1-5)				
	Sent	Received	5	4	3	2	1
July	127	67	59	4	1	2	1
YTD	656	360	315	23	8	5	9

Department Highlights



PIO Temby's Corner Top Social Media Post

July 18, 2022 at 2:28 p.m.

A man is in custody following a fatal stabbing that occurred behind a commercial building in Castle Rock.

Read the full news release here: https://crgov.com/ CivicAlerts.aspx?AID=2012





K9 Unit Shogun & Maverick

Patrol Deployments: 1

Officer Gondeck and Maverick deployed once for a K9 protect.

Narcotics Deployments: 1

Officer Gondeck and Maverick deployed once on an alert with paraphernalia located.

Training: 20 hours

Officer Gondeck and Maverick -20 hours.

*At the time of this report, statistics for Officer Fellows and Shogun were not available.



*K9 Protect is a term the department uses when a K9 is on the scene of a high-risk call. The K9 is on standby to protect officers or assist in apprehension. The presence of the K9 gains compliance. Examples include high-risk traffic stops, higher risk attempt to contact, etc.





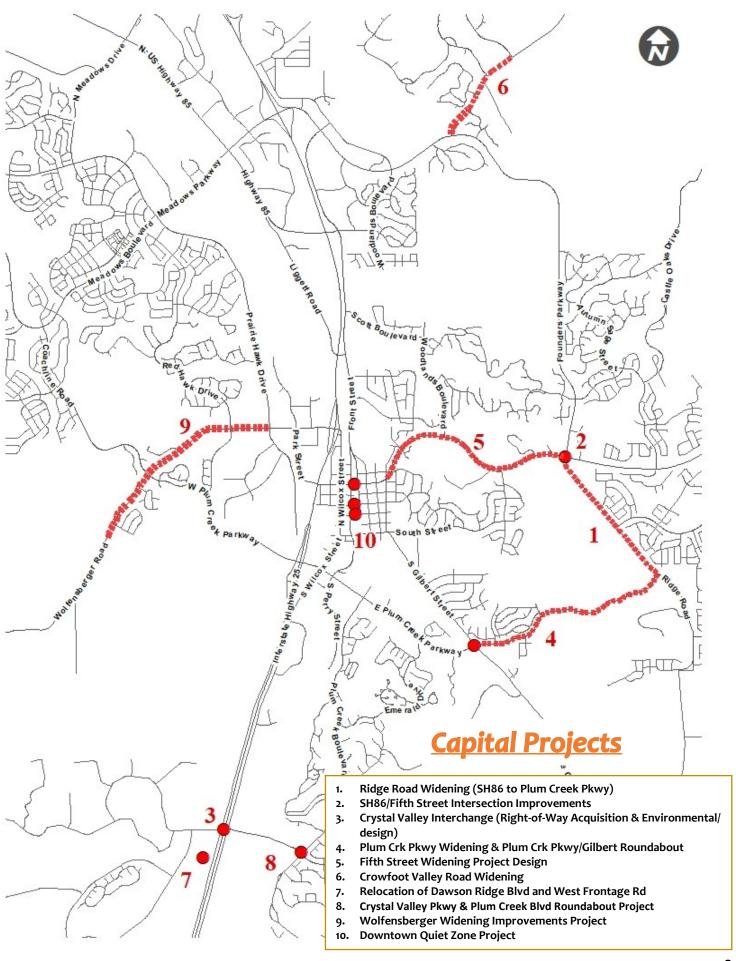
Monthly Report

July 2022

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.





Ridge Road Widening – Ridge Road will be widened from 3.
two to four lanes between the Founders Parkway (SH86)/
Fifth Street/Ridge Road intersection and Plum Creek Parkway. The goal is to reduce traffic congestion on the Ridge Road corridor.

Phase: Construction—

- Continue to maintain TESC BMPs
- Continued Clearing and Grubbing
- Continued surveying
- Continued relocating of existing utilities
- Started earthwork on major cuts and fills
- Began Cement Treated Subgrade.
- Begin forming and placing concrete for drop inlets

Budget: \$5,225,000

ROW Acquisition: Late Summer 2022 **Targeted Construction Completion:** Fall 2022

- 2. Founders Parkway (SH86)/Fifth Street Intersection "Four Corners" Improvements With new traffic studies submitted, the consultant will investigate multiple alternatives to address safety concerns and capacity issues at the intersection. Improvements under evaluation 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: Design— David Evans & Associates (DEA) is the design consultant for this project. The following is a summary of the activities performed this month:

- Pre-FOR plans were submitted; Town and CDOT comments and edits are being updated on the plans
- FOR review with CDOT will take place in August
- Utility relocates are under way with ZAYO and CORE to relocate existing utilities out of conflict with the future improvements
- Offer letters have been sent to two of the four property owners; remaining two owners are awaiting their appraisal to complete offer
- Timeline extended for appraisal at 899 Ridge Road along with P&U agreement to allow project to go out to bid on time; P&U should be completed by end of July
- Proposals for Construction Management and Inspection Services were received and evaluated by the review team
- Town Council approved resolution for RockSol to provide CM and Inspections Services on the Construction phase of the project

Budget: \$1,275,676, with DRCOG Grant Reimbursement

Design Completion: 3rd quarter 2022 **ROW Acquisition:** 3rd quarter 2022

Targeted Construction Completion: Winter 2023-2024

3. <u>Crystal Valley Interchange – Pre-construction Activities</u> – The purpose of this project is to achieve acquisition of remaining right-of-way, complete design, and set aside future project funding allowing potential funding partnerships to assist with advancing construction.

Phase: Right-of Way Acquisition

- Revise the ROW plans on the Hyperion property as a result of the preferred alternative configuration. Complete new appraisal for full parcel acquisition
- West Side of I-25 Complete property negotiations with Douglas County Development Company and Westside Development
- East Side of I-25 Complete property negotiations with Dawson Ridge Metro District

Phase: Design—Interchange Access Request and Environmental Assessment Reevaluation, and Design

- Environmental/NEPA Team continues to work on developing impacts and mitigations section of the technical memorandum, continues to work on developing the noise verification and air quality, and land use memorandum
- Design firm continues working on preliminary design and early construction packet
- Design team received comments from CDOT on Initial TDM strategies memo, team is evaluating
- The Construction Management Services RFP was posted on BidNet; pre-proposal meeting was held July 20; Addendum 1 was posted on July 22; Proposals are due August 24, 2022

Budget: \$6,500,000, and Development Escrow

Design Completion: Summer 2023

Targeted Construction Completion: Summer 2025

Plum Creek Parkway Widening and Plum Creek Parkway/ Gilbert Street Roundabout Project - This project will implement the Transportation Master Plan's identified improvements for this corridor. The addition of the remaining two lanes of the master planned four-lane roadway on Plum Creek Parkway between Eaton Street and Ridge Road. Not only will it include the addition of two lanes, but also bicycle and pedestrian multi use lanes. It will also include roundabout modifications at Ridge Road. The improvement has been broken out into three phases in order to meet the department's objectives. Phase 1A included portions of storm sewer improvements between Gilbert and Eaton. Phase 1B includes all roadway/utility/pedestrian access improvements between Gilbert and Eaton, including the implementation of roundabouts at the intersections of Gilbert and Eaton. Phase 2 includes all roadway/utility/pedestrian access improvements between Eaton and Ridge Road.

Phase 1B: Plum Creek Pkwy Widening and Roundabouts Gilbert to Eaton): Construction (100% Complete) - The following is a summary of activities performed this month:

Project team obtaining quotes for mow and weed treatment throughout project limits

Budget: \$7,507,723 **Completion:** Complete

Plum Creek Parkway Widening Phase 2 — This project will implement the Transportation Master Plan's identified improvements for this corridor. The addition of the remaining two lanes of the master planned four-lane roadway on Plum Creek Parkway between Eaton Street and Ridge Road. Not only will it include the addition of 2 lanes, but also bicycle and pedestrian multi use lanes. It will also include roundabout modifications at Ridge Road.

Phase 2: Plum Creek Pkwy Widening (Eaton to Ridge): Construction – The following is a summary of design activities performed this month:

- Completed the erosion control installation
- Began clearing and grubbing
- Installed temporary lighting at the Ridge Road Roundabout
- Started earthwork

Design & ROW Completion: Complete **Targeted Construction Completion:** Fall 2023

5. Fifth Street Widening Project Design – 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 full build-out transportation network from South Gilbert Street to Ridge Road as identified in the TMP. The improvements include:

- Widening to accommodate future traffic demand
- Intersection improvements at Valley Drive and Woodlands Boulevard
- Implementation of on-street bike lane/shoulder from South Gilbert Street to Ridge Road
- Addition of sidewalk from Woodlands Blvd. to Ridge Road along south side of Fifth Street

Phase - Design

- Submitted and completed 30% design review
- Continued environmental investigation
- Prepping for next pubic open house in the fall

Budget: \$1,500,000

Design Completion: December 2022 **Right-of-way acquisition:** Winter 2022-2023

Thight of way acquisition. White 2022 2025

Targeted Construction Completion: Winter 2023-2024

6. Crowfoot Valley Road Widening – Crowfoot Valley Road will be widened between the Knobcone Drive and Macanta Blvd. Currently, this section of Crowfoot Valley Road is a two lane transition section of asphalt roadway with portions in the Town of Castle Rock and in Douglas County. Recent improvements have been completed at both ends of this project along Crowfoot Valley Road, and the intent of this project is to complete improvements to the "gap" between these improvements. The proposed roadway will be a fourlane section, including painted median/turn lanes, with bike

lanes in both directions.

Phase: Design: Town staff is developing conceptual design based off of Douglas County and Town comments; Town staff anticipates to send mailers out for community feedback on the two concepts in early August

Budget: \$2,000,000 (Town contribution to construction

funding; IGA to be executed with County) **ROW Acquisition:** Winter 2022 –2023 **Design Completion:** Winter 2022-2023 **Targeted Construction Completion:** Fall 2023

Relocation of Dawson Ridge Blvd and West Frontage Rd –

The purpose of this project is to relocate the I-25 West Frontage Rd 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: Design – CORE Consultants is the design consultant for this project. The following is a summary of the activities performed this month:

Design firm submitted 90% plans, and plans are in review with Town staff

Budget: \$299,000

Design Completion: Fall 2022

Targeted Construction Completion: Summer of 2025 in

conjunction with Crystal Valley Interchange

8. Crystal Valley Pkwy & Plum Creek Blvd Roundabout Project

This intersection is a major arterial currently controlled by stop signs in two directions. As the traffic volumes increase and with ongoing residential development and future construction of the new Crystal Valley Interchange, this existing traffic control will not be the most efficient and could contribute toward increased accidents. This project will accomplish the design of a roundabout intersection in order to improve the traffic capacity of the intersection, help to manage speeds along Crystal Valley Parkway, and to accommodate the growth in traffic that is expected to increase once the Crystal Valley Interchange has been constructed. This project is scheduled to be designed by June 2022, bid in June 2022, and constructed by Summer 2023.

Phase: Design-

- Continuing to work on the 90% design set based on the Towns 30% review comments and the approved variances in the design criteria
- Continuing to work with CORE on their relocation of existing power lines
- Temporary construction easement meetings are now taking place with adjacent property owners
- Working on the construction phasing plan

Budget: \$400,000

Design Completion: Fall 2022

Targeted Construction Completion: Summer 2023

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 full build out transportation network from the western Town limits to Prairie Hawk Drive.

- Widening roadway to a full 4-lane arterial section
- Addition of sidewalk along both sides of Wolfensberger
- Roundabout construction at Red Hawk/Auburn and Wolfensberger Intersection
- Removal of existing traffic signal at Red Hawk/Auburn
- Stormwater drainage improvements
- Implementation of on street bike lanes west/east

Phase: Planning/Design-

- Design contract with Jacobs Engineering was presented and approved by Town Council on July 19
- Project kickoff meeting will be August 16

Budget: \$2,500,000

Design Completion: Fall 2023 Right of Way Acquisition: 2023

Targeted Construction Completion: Fall 2024

10. Downtown Quiet Zone Project - This project is to 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 or UP) coordination. The benefits of this project will be improved 2022 Budget: \$613,000 safety for vehicles and pedestrians and improved quality of Targeted Construction Completion: Fall 2022 life for downtown businesses, residents and patrons.

Phase – Design (100% Complete) - The following is a summary of activities performed this month:

- Checking references and performing due diligence on contractors
- Preparing contract approval documents for submission

Budget: \$1,800,000

Targeted Construction Completion: Winter 2022-2023

<u>Traffic Signal System Upgrades</u> – This project is a multi-year signal system upgrade project that began in 2015 and is ongoing as funds are available. The project has included proven technology advances at signalized intersections, for our daily operations, and for communications between the center and each intersection.

Staff is a part of the CDOT managed, adaptive signal system project that will implement adaptive signal timing on Founders Parkway, and Meadows Parkway, and Factory Shops Boulevard. Eight abutting Town signals will be included in the system. Detection at Front and Milestone was completed the week of June 13. The consultant is waiting on CDOT ITS to purchase a soft- St, Gilbert St, Mikelson Blvd, and Woodlands Blvd).

- ware package for final install and operational turn on. Initial operation is set for later this summer.
- Phase II of the Town's ATSPM project includes software development and signal timing. Traffic data is being collected for signal retiming at the end of July and beginning of August. In July, staff and Kimley-Horn continued determining desired metrics for the dashboard. The release of the new version of ATSPM has been delayed, but will finally be available in the next few weeks. Kimley-Horn will update the Town's ATSPM system and use this system to perform signal retiming.

Budget: \$868,700

Targeted Construction Completion: End of year 2023

2022 Safety Projects – This project includes installing RRFBs at five locations, roadway improvements, and safety improvements on Gilbert Street.

- RRFB equipment has been ordered and will be installed by the end of August.
- Pedestrian refuges have been installed at Blackfeather Trail and Trail Boss Lane and South Street and Burgess Drive to support RRFBs, sidewalk extensions have been completed along Mickelson between Mitchell and Turnstone, and a median has been installed at Front Street and Milestone Lane. This project will be complete when striping changes are made in the next few weeks.
- As part of the Gilbert Street PMP Full Depth Replacement Project, speed management improvements including speed cushions, a raised crosswalk, and curb extension were installed. The community feedback thus far has supported the new devices. A formal evaluation of speed impacts will occur next month after the newness has settled in.

<u>Illuminated Street Name Signs</u> – Town staff are still working with CDOT to get Meadows Pkwy and Hwy 85 a power feed for two of the signs.

2022 illuminated street name signs are currently in the planning phase and are proposed at four locations throughout the Town.

2022 Budget: \$58,000

Targeted Construction Completion: Fall 2022



2022 Pavement Maintenance Program (PMP)

The 2022 PMP will focus its efforts in the South PMP area with additional work taking place on primary streets (E. Loop Rd, Fifth

Sidewalk, Curb and Gutter

The Sidewalk, Curb and Gutter project was completed in the month of May. Contractor completed all punchlist items. The project came in under contract time and budget.

Concrete Pavement Remove and Replacement Reconstruction

The Concrete Pavement Remove & Replacement Reconstruction

Project for Mount Royal Drive/Masters Club & Champions Court began April 25. The contractor completed the install of new storm sewer pipe on Mount Royal to replace existing damaged pipe. The contractor began concrete panel



removals in Masters Club and paved bottom mat of Masters Point. The contractor will continue operations on Masters Club. Bottom mat paving of phase 2 of Mount Royal Drive is scheduled for July 30.

Slurry Seal Project

The Asphalt Slurry Seal Project began as scheduled July 5. The contractor completed all preliminary asphalt patching and crack sealing this month. The contractor will continue to work in the South PMP area and on designated primary streets. All planned slurry seal work is expected to be complete by the end of the month.

Asphalt Overlay Project

The Asphalt Overlay Project began construction April 11. The

contractor completed asphalt milling and asphalt overlay on Woodlands Blvd and Holmby Court. Concrete and asphalt repair crews moved their operations to Gilbert Street, between South Street and Plum Creek Parkway, as well as East



Loop Road from Crystal Valley Parkway and Ditmars Lane Road.

Full Depth Reclamation Project

The Full Depth Reclamation Project concrete repair work started April 11. The contractor completed operations on Gilbert Street between Fifth Street and South Street. All traffic control devices were removed and the street was fully opened to traffic on July 22. The contractor moved operations back into the Baldwin Park to resume bottom mat paving. Reclamation of existing pave-

ment began in the Baldwin Ranch area, Monday, July 25.

2022 Facilities Parking Lot Improvements Program

This year's maintenance program will see needed improvement made to nine (9) parking lots from various Town Departments. These parking lots will see various improvements such as; curb, gutter & sidewalk replacement, asphalt mill and overlay, asphalt patching, slurry seal and seal coat.

Parking lots that are scheduled include the following:

Perry St. Fire Station #151
Police Department
Centennial Park (Burgess Pool)
Butterfield Park Parking Lot
PCWPF Treatment Plant

Meadows Treatment Plant Diamond Ridge Pump Station Matney Park Coachline Parking Lot

Work is schedule to begin in September 6, and be completed by November 9.

2022 Bridge Maintenance Program

Staff has secured a service agreement with BASIS Partners to provide technical support for the Bridge Maintenance Program. The bridges identified for necessary repairs are the S. Wilcox over E. Plum Creek bridge and the Plum Creek Parkway over UPRR bridge. ABCO was awarded the project. Work is scheduled to begin mid-August. Repairs consist of maintenance to the superstructure, addressing erosion on the support piers and asphalt mill and overlay of the bridge deck.





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Review and Permitting

Development Review - All 28 reviews were completed. No late reviews this month.

Permitting & Inspection – 18 right-of-way permits were issued.

Transportation Planning

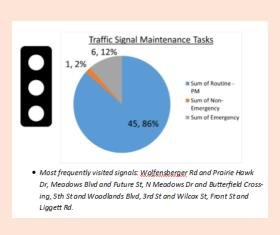
Taxi Voucher Program

For the month of July, the Taxi Voucher Program funded 92 rides; which is a 40% decrease to last year's July total of 153 rides, and a 13% decrease from last month's total rides. 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 July, 18 individuals used the Taxi service. Of those individuals, 71% of the rides were for work, 9% for shopping trips, and 20% for medical appointments. Eighteen rides were provided for people without access to a vehicle, 27 rides to seniors, and 47 rides to disabled riders. The cab was out of service for 5 days in July.

The Castle Rock Senior Center provided a total of 945 rides in July.

Traffic Engineering and Operations

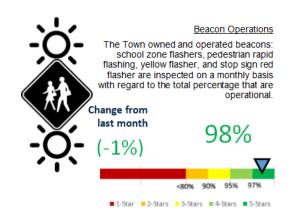
Traffic Signal Operations and Maintenance

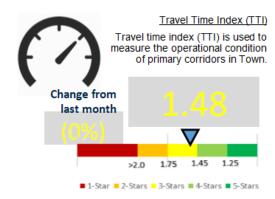


Street Light Operations



Beacon





Street Signs and Pavement Marking Maintenance

For the month of July, the crew completed 904 tasks. Of these tasks, 102 of them were sign work activities related to fabrication, install, repairs, replacements, inspections and investigations. We had 208 beacon related tasks, including windshield inspections, and repairs. We did 566 tasks related to marking symbol installs and replacements. Other tasks included 20 small projects, six special events, several liquor license postings, one delineator task, and one traffic count task. Local street crosswalk painting is 35% complete.

Transportation Planning

Castle Rock Downtown Alley Master Plan:

Project close out is wrapping up. The final report has been delivered and reimbursement forms will be sent to CDOT.

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. No new inquiries were received in August. Speed studies for Jonquil Street and Switch As you drive around Castle Rock and see many different depart-Grass Drive showed the 85th percentile speeds were less than educational campaigns. Town staff will continue to work with erate. the neighborhoods should they pursue other options.

Downtown Castle Rock Grants:

Test results for the new concrete curb extensions in front of the B&B Café and Castle Café were performed. The results of the test confirmed the strength of the concrete meets or exceeds Town standards. The benches and trash cans will be installed once they arrive. The final reimbursement forms will be sent to The Fleet Division kept Castle Rock on the move with a very busy CDOT in August.

DRCOG Transportation Improvement Program (TIP):

Sub-regional grant applications for Call #2 were reviewed, scored, and ranked by DRCOG and the sub-regional jurisdictions in July. Of the 3 projects submitted by the Town;

- Downtown ADA & Active Transportation project address non-compliant ADA issues, build new sidewalks, and curb extensions,
- Plum Creek Pkwy & Perry St. Intersection Improvements project to install a WB right turn lane and a wider multi-use ject by installing monitors in sidepath.
- Industrial Tributary Trail a new trail in Parks 5-year CIP, special events. The Fleet techfrom Plum creek Trail to the MAC, the Town is responsible nicians also completed DOT for the portion from Plum Creek Trail under the BNSF rail-training. road and Prairie Hawk Drive. The Miller's Landing and ACME developments will construct the remainder of the trail.

The Douglas County sub-regional technical working group is recommending that the Industrial Tributary Trail receive roughly \$4.9 million in federal grant funds. Every community in the subregion is recommended to receive federal funds for one of their projects. These recommendations will be presented to the Douglas County Steering Committee in August.

Keeping Castle Rock on the Move







ments providing first-class service, you will notice how they rely 30 mph and therefore do not qualify for the program. The point on their Town-issued vehicles. The Fleet Division takes great of contacts were notified of the results and options to pursue pride in knowing that those vehicles are reliable and safe to op-

> Fleet Services Division continues to make sure that Town vehicles and equipment are ready for operation. This includes public safety vehicles like Police & Fire but also other department vehicles that need to be in use to provide great service for our residents.

> month of July with plenty of preventative maintenance work and preparing new vehicles for service. We completed 130 work orders and processed 151 vehicles for the month. Total output for the month was \$87,018 parts and labor billed out. Technician productivity was also very good for the month of July at 79.8%. And Fleet availability increased to 98.7% which is above our performance measure.

> Fleet also completed the up fit of an new Ford Explorer for CRW

and completed a special prothe town trolley for use during



Objective/Benchmark: Complete at least 75% of our work orders within 48-hours of coming to shop.

Outcome: Fleet team completed 88.7% of the work orders within 48-hours of opening repair requests or service requests. This benchmark number shows how quickly vehicles and equipment get serviced and repaired and back on the job. This benchmark number is just under our monthly objective.

Objective/Benchmark: Town vehicles and equipment available for use 95% of time.

Outcome: Town vehicles and equipment were available 98.7% of the time. This high fleet availability rate means that Town vehicles and equipment are ready when they are called upon to perform.

Objective/Benchmark: Technician productivity percentage of

70% (APWA standard)

Outcome: Technician productivity was 79.8%. This productivity number was a very good increase considering the difficulty in getting some parts and some larger jobs that were completed.

Street Operations & Maintenance Division

During the month of July, the Street Operations & Maintenance Division (SO&MD) performed work in the following maintenance operations:

- *Asphalt patching & Pothole repair
- *Street Sweeping
- *Shoulder Maintenance/Mowing
- *Equipment Maintenance
- *Special operations

Asphalt Patching and Pothole Repair

In the month of July, the Streets Division crews focused on road-way repair. Asphalt patching and pothole repairs on both concrete roads as well as asphalt roads were completed in numerous areas of Town. In total the crew dedicated 541 hours, 18.28 tons of hot mix asphalt, 4,800 lbs. of cold mix asphalt, and 1,200 lbs of concrete mix to execute these repairs.

Street Sweeping

The crews also continued their efforts to keep downtown roadways clean and neat during the a.m. sweeping operation. This operation takes place during the warmer months and serves to keep the heart of Castle Rock a clean, vibrant, and inviting place to be. The crews also participated in the Cattle Drive event and parade, working to clean up after the stars of the show. The crews spent a total of 120 hours, removing 49 cubic yards of material.

Shoulder and Gravel Road Maintenance

The Streets Operators spent 35.5 hours maintaining the road shoulders in the Town as well as touch ups on the gravel roads. These operations include trash removal, deceased animal removal, and smoothing out the gravel roads and road shoulders.

Equipment Maintenance

The Streets Division relies heavily on equipment to ensure the ability to maintain the Town roadways. This equipment in turn requires maintenance as well. The crews spent 76 hours on numerous pieces of equipment to keep the machines running and the crew's capability to effectively maintain infrastructure at a high level.

Special Operations

The Streets Division has a number of special operations that are currently underway, these include the construction of a new snow storage facility. When the snowfall downtown reaches the

point where melting will not remove it quickly enough the Division will remove the snow from Downtown. The new facility is designed to facilitate this removal and provide a place for it to be taken and melt away. The crew is also currently engaged in ensuring adequate supplies for snow and ice operations. Plow bits, road salt, sweeper brooms, and other materials that will be required.

Looking Ahead

In August, the Streets crew will continue to prepare the new snow storage facility, stockpile the salt deliveries that are incoming, as well as look to finalize snow season preparations. The crews will also be continuing with road pavement maintenance such as patching and pothole repair, street sweeping, and road shoulder maintenance.

MONTHLY REPORT FOR THE

OFFICE OF TOWN CLERK

Providing exceptional public service to our community and internal partners, with a commitment to integrity, honesty, and accountability, while conforming to the highest standards of conduct and ethics.

JULY 2022





Elections

www.CRgov.com/elections

Guardians of Democracy Designated Election Official FCPA Filing Officer

Records

www.CRgov.com/municipal code Historian, Archivist, Keeper of the Laws, Legal Notices

> Route and execute Town documents Codify Town laws Archive Town records into Alchemy Publish and post legal notices Process recordings and agreements for Legal

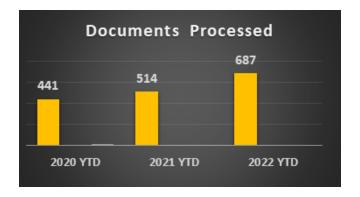
November 8, 2022 Regular Council Election

Mayor-at-Large Councilmember District 3 Councilmember District 5

August 9-29 - Candidates circulate petitions August 29 - Candidate Petitions are due

Registered Candidates

Jason Gray Mayor
Caryn Johnson District 5
Caryn Ann Harlos District 5
Max Brooks District 5



CORA Requests

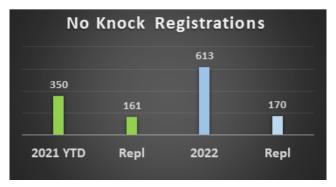
www.CRgov.com/openrecords Provide Transparency to the Public

Coordinate with departments to fill public records requests under Colorado Open Records Act



No Knock Program

www.CRgov.com/noknock
Program Created in 2008
8,138 Total





Liquor Licensing Authority

(NOTE: Hearings will now be posted on the website calendar for all New Licenses and Special Event Liquor Permits as well as the required posting at the location of the premise and the newspaper for New Licenses.)

Modifications

Permanent Modifications - Outdoor Patios

B&B - issued Castle Café - issued Angies - issued Z'Abbracci's - issued

Union - issued Provision
Guadalajara - issued Scileppi's
Cork & Keg - issued Crowfoot

Transfers

Colorado Cork & Keg Vista Vino Los Santos (to The Park) Tasty House

Upcoming Events

7/1	First Fridays	Festival Park		
7/2	Vet Fest	Festival Park		
7/4	July 4th Rock-It Run	Event Center		
7/15	Concert - RUSTED ROOT	PSM Amphitheater		
7/16	Winefest	Bison Park		
7/20	Wine Education	Grange		
7/21	Tunes for Trails	Amphitheater and Mill House		
7/22	Concert - HEART	Amphitheater		
7/23	Whiskey Fest	Whiskey Lodge		
7/29	Longhorn Cattle Drive	Festival Park		
7/29	Douglas County Fair	Fairgrounds		
7/30	Boots and Brews	Festival Park		
7/30	Douglas County Fair	Fairgrounds		
7/31	Douglas County Fair	Fairgrounds		
8/4	Douglas County Fair	Fairgrounds		
8/5	First Fridays	Festival Park		
8/5	Douglas County Fair	Fairgrounds		
8/6	Douglas County Fair	Fairgrounds		
8/6	Concert - THREE DOG NIGHT	Amphitheater		
8/7	Douglas County Fair	Fairgrounds		
8/12	Concert - SCOTTY MCREERY	Amphitheater		
8/13	Barks and Brews	Outlets		
8/18	Tunes for Trails	Amphitheater and Mill House		
8/18	Taste of Douglas County	Event Center		
8/19	Banquet	Kirk Hall		
8/19	Brewery Tour	PSM Library		
8/20	Concert Under the Lights	Festival Park		
8/27	Festival	Event Center		
	Concert - KASHIR, ZEPPELIN,			
8/27	DENVER POPS	Amphitheater		
9/15	Pie Bake Off	Amphitheater and Mill House		
9/17	Oktoberfest	WilcoxSquare		

New Licenses

Issued:

Farmgirl

Block & Bottle

Kum and Go

Buffalo Wild Wings

PressWaffle Co

Pending:

105 West - Change to Brew Pub

Perry Street Social District - pending CO

Luxé Liquors - pending CO

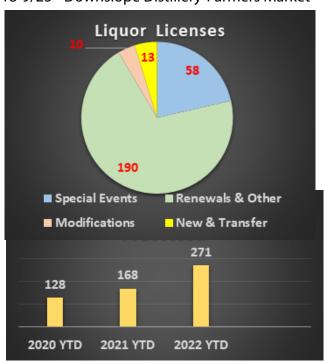
Scissors & Scotch - pending CO

<u>Hearings</u>

Bear'l Cellars - Vintner - Hearing Sept 6 The Backyard - Change to Tavern - TBD

Bar Nails - Change to H&R - TBD

5/8-9/25 - Farmers Market, Festival Park 5/18-9/25 - Downslope Distillery-Farmers Market



	2017	2018	2019	2020	2021
New:	3	7	8	12	14
Transfers:	11	9	6	6	4
Special Events:	77	77	77	32	61
Modifications :	7	11	10	22	7
Other:	155	145	143	187	202



Town Manager's Office

DoIT

MC

CR

HR

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





FACILITIES MAINTENANCE

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



Division of Innovation And Technology

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



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

CR

Community Relations

Facilitates community outreach and involvement for departments Townwide

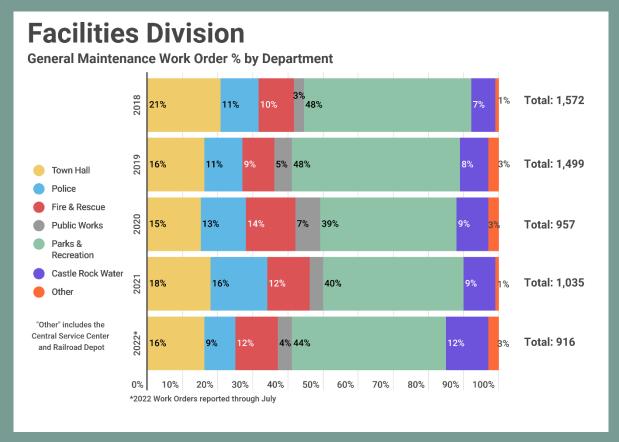
HR

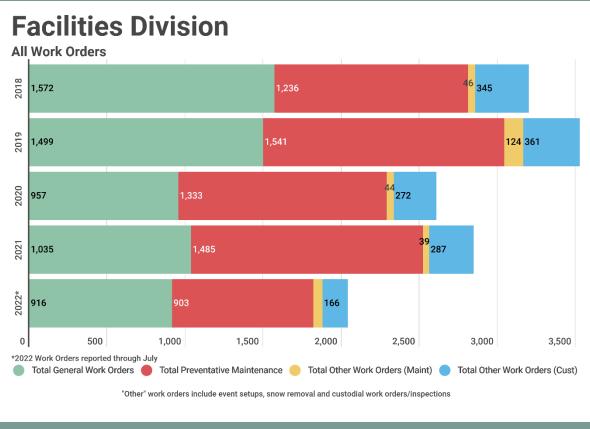
Human Res<u>ources</u> Serves as an internal consulting resource, provides innovative programs in support of the Town's values and fosters positive work relationships

FM Key Accomplishments

- Completed 126 preventative maintenance activities and 25 custodial inspections in addition to regular work order requests. In total, the Facilities team handled 303 work orders in July
- Total YTD work orders are up 25% over the same period in 2021
- Completed fence installation at Fire Station 154
- Completed door replacement for Recreation Center chemical rooms
- Ongoing project management for Town Hall lobby/3rd floor reconstruction
- Began search to fill vacant Lead Senior Maintenance Tech position
- Prepared contracts for upcoming work including temporary ADA ramp needs related to the upcoming Police Department accessibility improvements project
- Provided support for numerous other projects including opening the Police Department basement utilization design, Town Hall office space design and Police Department ADA improvements









DoIT Key Accomplishments

- Conducted **four** Town-wide training classes
- Performed Firewall patching and rule auditing
- Completed ArcGIS 10.8.1 Server Upgrade
- Upgraded the Public Art Mapping site with new art pieces
- Completed annual computer replacement project 216 replacements!

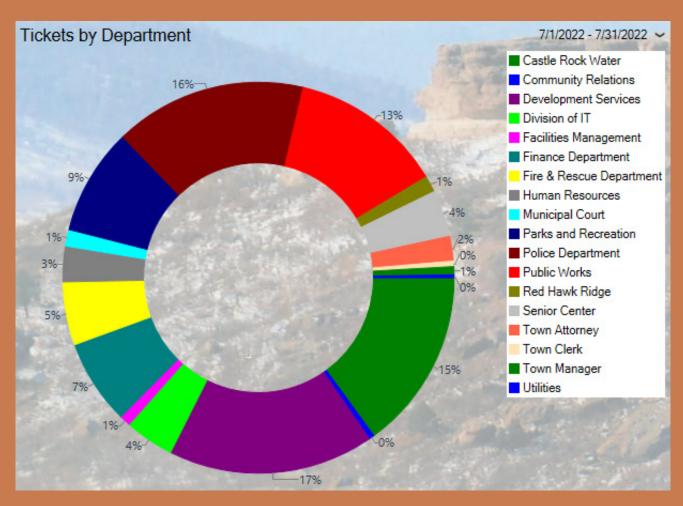


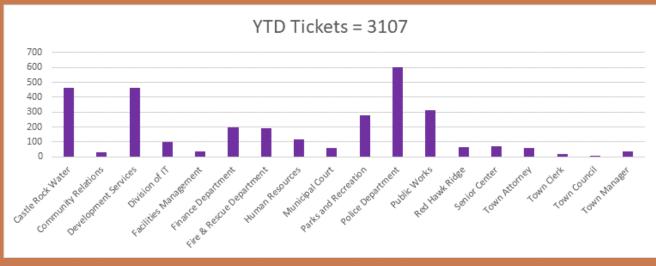
Dolt

Addressed 422 total tickets, with an average time to resolve of 45 hours					
There were two emergency tickets this month, 100% of which were resolved within one calendar day (80% is goal)					
There were 29 urgent priority tickets this month, 100% of which were resolved within two calendar days (85% is goal)					
There were 366 medium priority tickets this month, 98% of which were resolved within 10 calendar days (90% is goal)					
Addressed 26 total tickets, with an average open-to-resolve time of 84 hours					
There were no annexations or zoning updates in July					
There were four parcel updates in July, four of which (100%), which were reflected within the GIS database map within four weeks of receipt; the goal is to have 90% of zoning changes reflected within that timeframe					



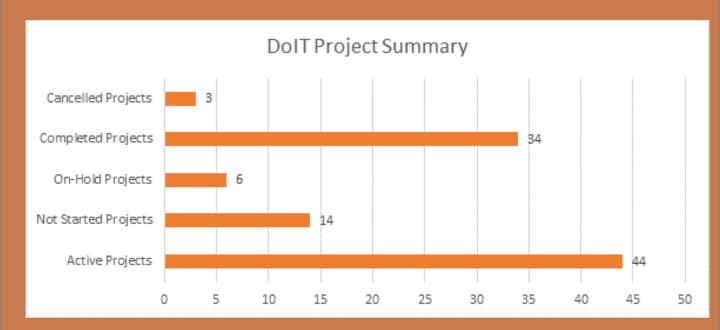
Dolt

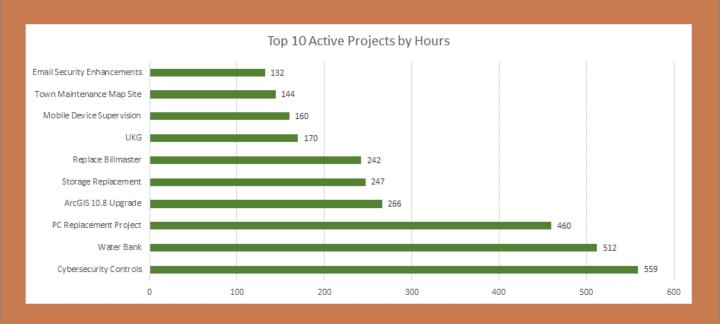






DOIT









Teen Court Update

Twenty volunteers have completed the mandatory 12 hours of training to participate in Teen Court. Additionally, five more volunteers have completed four more hours of Jury Foreperson Training, and they are prepared to lead a Peer Panel Hearing. We are very grateful to Kourtni Wilmes, a former Teen Court Volunteer and seasonal employee, who coordinated and completed the training for us. Kourtni has been a volunteer and/or a seasonal employee with the Castle Rock Teen Court and Municipal Court for the past eight years. Kourtni did a phenomenal job! Teen Court is ready to hear its first case on August 8.

Blankets for Community Service

Defendants who have been Court ordered to complete Community Service hours as part of a sentence have the option of making no-sew, fleece blankets. The defendant is required to purchase the material and then watch an instructional "How-To" video. When the blankets are completed, the blankets are brought to the Court for approval. Once the blankets are approved, two hours for each blanket is credited toward the total hours ordered. The Court has received over one hundred blankets this month to donate to various community organizations, including Douglas County Canine Rescue, Buddy Center, Help and Hope Center, Faith Lutheran Church and Brookside Nursing Home.





MUNICIPAL COURT

Castle Rock Municipal Court Monthly Report -July 2022

Total cases filed in Castle Rock Municipal Court: 2020-2022



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2020	356	331	254	98	203	161	277	142	138	87	229	135	3,639
2021	135	138	222	191	264	331	127	200	121	147	193	88	2,411
2022	98	106	236	305	177	224	258						

Total cases filed in CR Municipal Court by type YTD: July 2021 vs. July 2022

2021 YTD 2022 YTD







- In July, Community Relations supported the District 1/3 and 5 open houses
- The team completed **three** publications: Outlook magazine, District 6 open house postcard and Your Town Talk newsletter
- A new record was set for CRgov.com visitors in July, with 156,121 website visits.

 Additionally, 193 people signed up to receive News and Announcement emails. The Town's Facebook audience grew by 244 and reached 414,183 people in July. The Town's Instagram audience grew by 103 and reached 47,257 individuals
 - Staff during July issued news about:
 - Staff during June issued news releases about:
 - Fire restrictions lifted, Castle Rock Fire and Rescue to continue monitoring conditions
 - Encounter art in Castle Rock; new art sculptures added to public spaces
 - Back by popular demand; dance the night away at The Summer Ball Aug. 20
 - Interested in running for Town Council or Mayor? Here's what you need to know
 - Watch the Wild West come to life with a longhorn cattle drive July 29
 - 'The Show Must Go On' with Three Dog Night plays PSM Aug. 6
 - Proposed improvements to Paintbrush Park pond; learn more at an open house July
 21
 - Learn about animals around The Rock in upcoming educational program
 - Chat with Councilmembers, cool off with Kona Ice at open houses in July-September
 - Grant funding available for local nonprofits; applications due Aug. 1
 - July 5 and July 19 Council updates

Hyperlinked items were available as of Aug.. 3



COMMUNITY RELATIONS



Community Relations - July 2022 Report

MEDIA Media Requests

GRAPHICS Visuals Created TRADITIONAL OUTREACH



Plans, year to date

News Releases Distributed



Publications Completed **ONLINE OUTREACH**



Calendar Items Approved



SOCIAL MEDIA OUTREACH



Social Media Updates

8,187



Ouestions Answered

Instagram

on Social Media

Facebook

23,369

A post about the arrival of goats at the Metzler A Top Post Family Open Space was the most popular, reaching 39,384 people with 2,388 reactions, 454 comments and 170 shares.



SOCIAL MEDIA REVIEW

A reel of the goats at Metzler Family Open Space was the most popular post, reaching 20,310 people with 733 reactions. It also received 22,891 views, the highest ever on our account.



Nextdoor

Top Post

36,32/

A post about the power outage at the Rec Center was the most popular, reaching 15,760 people with 5 reactions and 9 comments.

9,629

Top Tweet

Twitter



A tweet about the power outage at the Rec Center was the most popular with 5,402 impressions, 206 engagements and 2 retweets.



HR Key Accomplishments

Human Resources sat on six interview panels:

- Operator
- Financial/Sr. Financial Analyst
- Traffic Engineering Analyst
- Sales Tax Auditor
- Stormwater Project Manager
- Sr. Community Relations Specialist



HUMAN RESOURCES

Welcome!

Employee Orientation

Six new full-time employees came on board during July

Congratulations!

Performance Evaluations

HR on July 11 and July 22 provided a report to departments regarding performance evaluation due dates, to help supervisors ensure timely completion of employees' performance evaluations

HR in July reviewed **76** 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 four recognitions in July

Well done!

Training

In July HR hosted **three** trainings: Leading Difficult Conversations, Fully Engaged and The Power of Habit





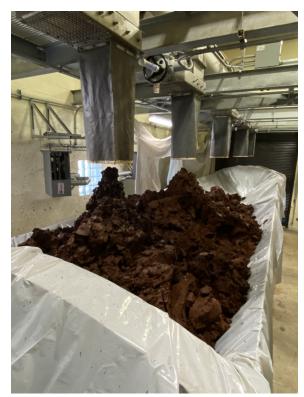
Our Vision: We will be a national leader among water utilities, focused on customer satisfaction and delivering outstanding quality and value.

TENORM at Castle Rock Water

Castle Rock Water utilizes both groundwater and surface water sources to provide safe drinking water to the Town. An inevitable result of our water treatment processes is the generation of waste. Treatment process waste comes in the form of treatment residuals (solids) that are removed from source waters, and are largely made up of contaminants that occur naturally by contact with soil and rock. Some of the naturally occurring contaminants that are removed from source water include radioactive elements (radium, in the case of Castle Rock).

Undisturbed, and naturally occurring radioactive material (NORM) from soil and rock is considered technologically enhanced when it is pulled from the undisturbed environment and concentrated in the accessible environment by way of human activity such as drinking water treatment. The good news is that these constituents are removed from the water, making it safe to drink. There are several other industries that generate Technologically Enhanced Naturally Occurring Radioactive Material (TENORM), and they include mining, energy production, and fertilizer production, among others. Recently, TENORM generators have become subject to Federal guidance and State of Colorado regulations. Castle Rock Water is a TENORM generator, and is included in this regulated community.

Regulatory action began in Colorado in 2018, when the State Senate gave authority to the Colorado Department of Public Health and Environment (CDPHE) to promulgate rules for the safe management of TENORM. In that same year, CDPHE began to develop a regulatory framework for the



Treatment residuals loadout at PCWPF.

Rule, and in 2020, through a stakeholder engagement process, the TENORM Rule was adopted. Finally, the Rule became effective in January 2021 and in August 2022 the TENORM requirements will become enforceable.

As a normal part of the water treatment process, Castle Rock Water always has produced treatment residuals. These residuals (sludge) typically consist of a mix of water and solids from filtration including metal oxides and hydroxides, among other solids. Prior to the adoption of the TENORM regulations, the State of Colorado allowed for residuals to be discharged into the sanitary sewer system, treated through the wastewater treatment process, and ultimately incorporated with wastewater treatment

residuals (biosolids) for beneficial use through land application on nearby farmland. This will still be the case for the residuals that are generated from our four groundwater treatment facilities, as it will be for many such facilities across the state. Conversely, our Plum Creek Water Purification Facility (PCWPF), which is equipped to treat groundwater and surface water, will be required to collect, de-water, and transport all residuals to an approved landfill for disposal. The reason for the distinction is that PCWPF was commissioned in 2013 and is a relatively new facility. While CDPHE had allowed the discharge of treatment residuals into the sanitary sewer from our groundwater facilities, they were unwilling to allow increased long-term discharge into the system from PCWPF that could negatively impact the concentration of radium isotopes applied to

farmland. At the time of commission, CDPHE, knowing that TENORM regulations would soon become a State of Colorado statute, allowed a short-term exemption for the discharge of residuals from PCWPF into the sanitary sewer system. Recently, the design and construction of new Advanced Treatment processes to the PCWPF were completed. As part of the design, and in anticipation of the

new TENORM regulations, PCWPF is equipped for removal and transport of treatment residuals for disposal. This solids handling process has been in practice since March 2021.

As it relates to Castle Rock Water, the regulatory structure of the new Rule first calls for a TENORM determination. That is, an evaluation must take place to determine whether our treatment residuals are subject to the Rule and, if so, whether they can be exempted from the Rule. This determination is made through a characterization process that involves the collection and evaluation of sampling and analysis data from each of our water treatment facilities.

Castle Rock Water has completed the characterization process, and it has been determined that exemption from the Rule will not apply to us. Instead, Castle Rock Water must

register as a TENORM generator with the CDPHE. Generally, the requirements associated with registration include annual registration and fees, employee training, and the appropriate transport and disposal of TENORM residuals from PCWPF in an approved landfill. The definition of TENORM points to the interaction between NORM and human activity, and implies the question of impact on worker health and safety. In December 2020, Castle Rock Water procured the services of a radiation protection consultant for a twofold purpose: 1) to perform a health hazard assessment (HHA) in the immediate and surrounding areas of the solids handling areas of PCWPF, and 2) as counsel in the various aspects of functional TENORM management, including registration, and transport and disposal of TENORM waste. With respect to health and safety, the objective of the HHA was to evaluate the potential for

occupational radiation
exposure above natural
background levels. Three
different methods were used to
measure radiation exposure.
They included a real-time
survey to measure gamma
exposure rate at 151 locations
throughout the facility, the
placement of six dosimeters to
measure long-term gamma
exposure, and the placement

of six dosimeters to measure

Alpha
Beta
Gamma
X-ray
Neutron

Types of radiation.

long-term radon exposure. The results of all three independent assessments were consistent with each other, and revealed that there is no evidence of occupationally received radiation exposure to employees at PCWPF that approaches regulatory dose limits. Rather, these methods revealed that employee exposure was, in fact, a fraction of existing natural background levels in Colorado. Our consultant provided training to all affected employees and upper management that included an explanation of the results of the HHA, as well as basic radiation training.

The task of TENORM management will continue for the foreseeable future, as Castle Rock Water goes about the work of providing safe drinking water that complies with all Federal, State, and local regulations to the Town using state of the industry treatment processes.

Good job!

Welcome NEW HIRES







NEW CERTIFICATIONS



Michelle Strang
CO Water Professionals
Distribution 1 Certification



Joe Compton
CO Water Professionals
Water Treatment B Certification

3



Matt Arpaio
CO Water Professionals
Water Treatment B Certification

91



Water Star Award

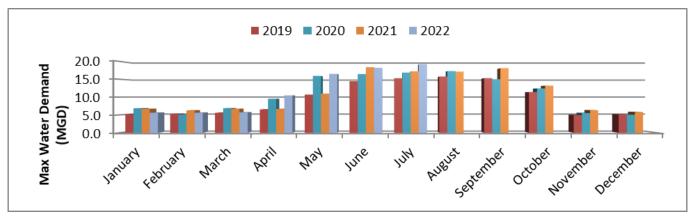
The Water Star Award recognizes a coworker within Castle Rock Water for doing an excellent job in fulfilling the Department's Vision and Mission.

John Grahn, Stormwater Inspector, was awarded the Water Star Award from Andy Dieter because of his spirit of cooperation. John is a team player who is always quick to volunteer. Andy appreciates, that with no direct reports, John provides deferred leadership. His attention to safety and always being on task is a top priority and provides exceptional service to the organization and his coworkers. He makes this balancing act look easy!

Water Resources

Water demand

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



May Max Daily Demand:

- 19.2 million gallons/day
- 5-year average, 17.1 million gallons/day
- 13% higher than the 5-year average

Renewable supplies

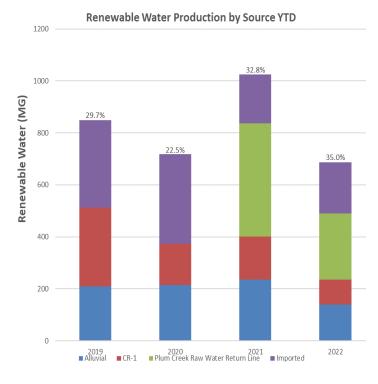
Renewable supplies are those water sources that are replenished by precipitation.

In total, renewable supplies accounted for 22.3% of the total water supply for the month and 35.0% of the annual water supply (1,964 MG or 6026 AF) to date.

- The CR-1 diversion produced an average of 0.0 MGD.
- All flows captured at CR-1 during the month were recapture of the three Bell Mountain wells that flow into East Plum Creek
- The PC diversion produced an average of 2.7 MGD.
- The 14 alluvial wells produced an average of 0.71 MGD.
- The renewable water production average was 3.52 MGD.
- The renewable water total production was 109.06 MG (334.7AF).

Water Demand Total:

- The water demand total for July was 495.2 million gallons (MG) [1,519.7 acre-feet (AF)]
- 4% higher from the June 2022 total of 475 MG
- 9.2% increase from the previous year's July 2021 demand of 453.6 MG.



Our goal is to reach 75% renewable water by 2050.

Water Demand

Reusable supplies

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

The average reusable supplies used by Castle Rock for 2022 through July is 57.3%.

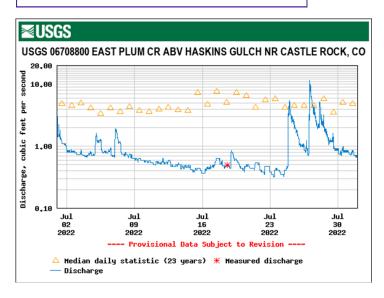
Storage

Current reservoir storage

Chatfield: 787.21 AF Rueter-Hess: 110 AF

CRR1: 168.26 AF

Local Plum Creek supplies



The hydrograph shows the estimated flows in the East Plum Creek basin.

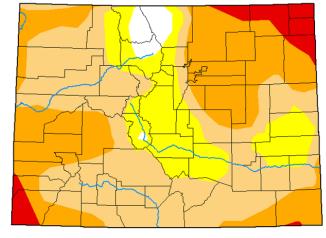
- Flows ranged from 0.32 11.7 cubic feet per second (cfs).
- The monthly average streamflow was 0.9 cfs.
- The 22-year mean is 9.7 cfs.

Drought

U.S. Drought Monitor Colorado

July 26, 2022 (Released Thursday, Jul. 28, 2022) Valid 8 a.m. EDT

According to the U.S. **Drought Monitor** maintained by the **United States** Department of Agriculture (USDA), **Castle Rock is** experiencing Abnormally Dry (D0) to Severe Drought (D2) conditions.



Intensity: D0 Abnormally Dry D1 Moderate Drought D2 Severe Drought D3 Extreme Drought D4 Exceptional Drought The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For minformation on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx Author: Curtis Riganti National Drought Mitigation Center







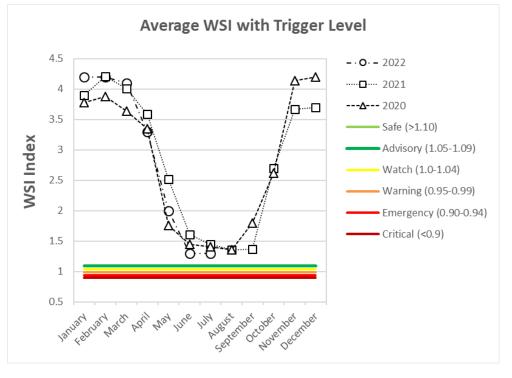
droughtmonitor.unl.edu

Water Demand

Water supply index

The Town of Castle Rock 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 a 1.1 will trigger a drought stage relative to its severity.

 The average WSI for July was 1.3.

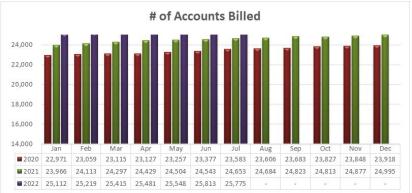




With the Water Supply Index hovering precariously near or at the triggering 1.1 mark for several days in July, messaging for customers to be mindful of water waste and to reduce irrigation was sent out.

Business Solutions

Customer Service & Billing





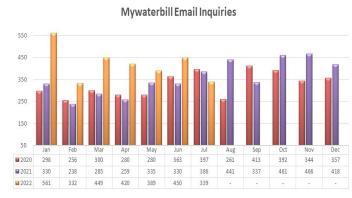
2022/Q2 statistics

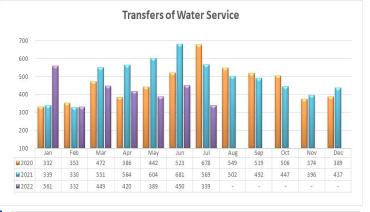
- 18,380 (71%) have an online account
- 11,832 (64%) are paperless

Customers benefit from having an online H20access account with 24/7 access to statement information, 12 months of statement history, helpful email account reminders and safe and secure online payment options. Customers are encouraged to use paperless billing to reduce clutter, be environmentally friendly and save mailing costs.









Customer Outreach

Keeping customers informed about the value of water.

Water Outreach Social Media Stats	REACH
July is Smart Irrigation Month—July 6	8,406 people
Proposed Paintbrush Park Pond open house notice— July 12	3,488 people
Turf type and irrigation— July 13	4,150 people
No Poop Fairy: Bo— July 19	2,908 people
It's not zero-scape— July 20	11,129 people

Drought warning— July 27	1,923 people
Email: Irrigation is more than turning the sprinkler on—July 13	10,739 opened (64% open rate)
HOA Email: The drought is impacting us— July 20	122 opened (61% open rate)



Messaging, including a Council Proclamation, coordinated with this national campaign.

Meters

*

Meters Read

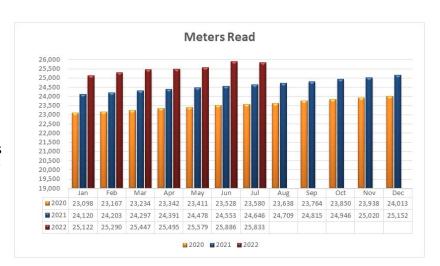
Meters are read the first two days of every month. The number of meters read continues to increase month to month and is a significant increase over last year.

Skipped Reads

July 2022: 0.35 %

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 (i.e. battery, wiring, etc.). Fewer skipped reads means more properly working meters, which is good for all our customers.

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

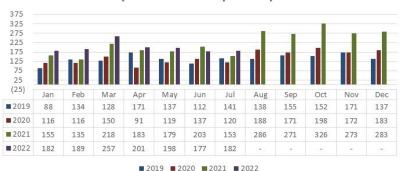


Meter Set Inspections

Re-inspections: 42%

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.

All Meter Set Inspections (includes all re-inspections)



Work Orders

Meter services performs a variety of service work orders every month beyond meter reading. These include curb stop maintenance, meter replacement and repair, final reads for transfers of service, disconnection and reconnections, meter set inspections, and more.

Disconnections were at an annual high of 153. The team shut off 101 in one day, with the help of Operation cross-training.

ALL Service Work Orders ■2019 ■2020 ■2021 ■2022 2,500 2,000 1.500 1.000 500 Feb Mar Apr May Jun Aug Sep Oct Nov Dec 2019 745 999 1.126 1,437 919 800 2,438 1,000 1.136 1,048 1,087 2020 931 862 732 595 793 1.054 1.074 874 1.072 1.207 868 976 2021 768 723 862 965 790 1.036 1.240 1.173 997 861 1.116 1.106 **2022** 569 757 845 746 705 1,152 854

Operations & Maintenance

LEVELS OF SERVICE

July 2022

Drinking Water Compliance

Castle Rock Water will deliver water that meets or surpasses the requirements of both Primary Drinking Water Regulations and Secondary Maximum Contaminant Levels 100% of the time.

One hundred routine samples were completed.

One of the samples tested positive for total coliform. As a result, three additional samples were tested and all three samples were negative for coliform, satisfying the regulatory requirements set forth by the Safe Drinking Water Act and Colorado Drinking Water Standards. The positive test result was attributed to sample contamination and/or laboratory error and was not an indication that drinking water within the Town's water system was contaminated. Total chlorine residual at the time of sample collection was 2.20 mg/L, which is well above the minimum level of 0.28 mg/L.

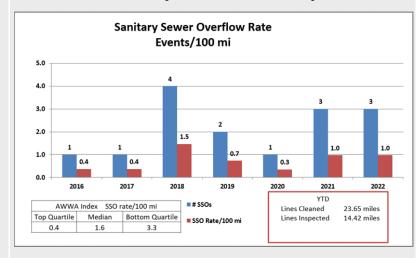
Pressure Adequacy

< 1% of our customers will experience less than 43 pounds per square inch (psi) of pressure at the meter during normal operations. There were no water pressure issues in July.

Sewer System Effectiveness

<1% of our customers will experience a sewer backup caused by the utility's sewer system per year. Castle Rock Water remains in the Top Quartile for least number of sewer backups based on the AWWA benchmarking.

There were no sanitary sewer issues in July.



Water Quality Complaints

Castle Rock Water remains in the Top Quartile for water quality complaints based on the AWWA benchmarking.

There were no water quality complaints or issues in July.

Operations & Maintenance

LEVELS OF SERVICE

Drinking Water Supply Outages

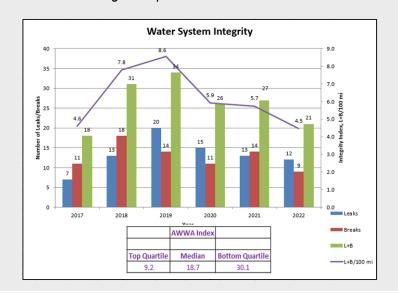
<5% of our customers will experience water outages for one or more events totaling more than 30 hours/year.

Castle Rock Water remains in the Top Quartile for water system integrity based on the American Water Works Association benchmarking.

July 2022

There were five water system integrity issues in July:

- Distribution staff conducted an emergency valve replacement on a leaking valve in the Woodlands.
- The contractor working on the library project hit a 2" service line; customers in the adjacent strip mall were affected with little or no pressure as the contractor conducted the repair.
- A contractor hit a service line at Topeka and Atchison.
- A contractor hit a 3/4" irrigation line, while working north of Dominos on Jerry St. The water was off for less than ten minutes, to area businesses, while the contractor conducted a repair.
- There was a service line leak in Founders involving a meter pit that serviced two homes. The two homes were out of water for six hours during the repair.



Utility locates

Water locates conducted

• July: 2,257 tickets



Before you start a project, call 811. Whether you are planning to do it yourself, or hiring a professional, we will help you do it safely. The local 811 Call Center will contact Castle Rock Water and will schedule a time for us to come out to locate public water, wastewater and stormwater lines in the road and in your project area.

10

Operations & Maintenance

Operations

Field Operations had a very busy month:

Leaking valve replacement in the Woodlands







Service line leak in Founders



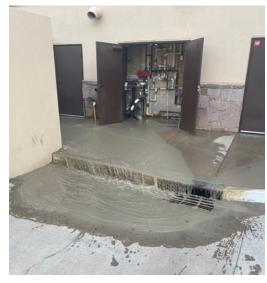


The Distribution team replaced a non-operational fire hydrant.





There was a fire line break at a local restaurant. Distribution assisted the Meters division in helping the contractor shut off the fire line service, so a temporary repair could be conducted by their contractor.





Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 3. File #: ID 2022-085

Honorable Mayor and Members of Town Council To:

David L. Corliss, Town Manager From:

Update: Second Quarter Major Projects

Executive Summary

Please see attached report.

Attachments

Attachment A: Second Quarter 2022 Major Projects Update



SECOND 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.



Public input was sought, and multiple Town Council discussions occurred, before Town Council approved seven key priorities for 2022. Listed under each priority are key 2022 action items; the lines beneath each action item provide updates.



2022 PROJECT UPDATES

Second Quarter

ENSURE OUTSTANDING PUBLIC SAFETY

 Continue dialogue with the community regarding options for fully funding the Town's long-term public safety needs over the next five years

The Town in June held its first-ever telephone town hall to discuss this and other Town financial issues with the community

 Add four firefighter/paramedics; these positions would eventually be folded into Fire Station 156

The positions were hired, and the recruits graduated from the fire academy and fully joined the department in June

Add four Patrol officers in the Police Department
 Completed. In addition to these four officers, three

positions were added at midyear to the Police Department, for a total of seven new positions in 2022

- Review and adopt a Community Wildfire Protection Plan
 Council adopted the plan in January, and CRFD has
 begun working on implementation. An interactive online
 map has been published, and public education and
 mitigation work have begun
- Implement an enhanced pay-for-performance program to bring public safety employees' compensation more in line with their peers
 Complete

Complet

PRESERVE OUR COMMUNITY CHARACTER

 Continue appropriate planning for the community, including continued review of existing entitlements on currently undeveloped properties

Staff continues to seek improvements to development-related communications, as well as to the Town's development code and processes; learn more at CRgov.com/DevelopmentActivity and CRgov.com/Development Steps

- Implement a wayfinding signage program to assist pedestrians, bicyclists and motorists in Downtown Castle Rock
 Staff is working to bring a consultant on board to assist with this project
- Begin planning for a program to enhance the entryways into Castle Rock using signage and other means, using proceeds from the voter-approved lodging tax

2022 PROJECT UPDATES

Second Quarter

ENHANCE OUR ROADS

- Continue making significant progress on our top infrastructure priority, a new interchange on Interstate 25 at Crystal Valley Parkway, by budgeting \$13.6 million toward the project
 This project remains on track; the team is making
- strides on design and right of way acquisitions
- Complete an aggressive annual Pavement Maintenance Program, focused in 2022 on southern Castle Rock

This year's Pavement Maintenance Program contracts are underway and tracking on schedule

 Begin construction to widen Plum Creek Parkway between Eaton Street and Ridge Road

The construction contract for this project has been awarded, and work is now underway

- Begin construction to widen Ridge Road from Plum Creek Parkway to the "Four Corners" intersection
 The construction contract for this project has been awarded, and work is currently underway
- Begin construction on intersection improvements at "Four Corners"

This project remains on track – design and right of way activities are being finalized

 Begin construction to widen Crowfoot Valley Road from Knobcone Drive to Macanta Boulevard
 Douglas County is leading this project, for which the start of construction will be in 2023 or beyond

- Begin construction on intersection improvements at Crystal Valley Parkway and Plum Creek Boulevard
 Design is progressing on schedule, and this project remains on track
- Once authorized, oversee construction of the Downtown Railroad Quiet Zone

The Town has received fully executed construction and maintenance agreements from Union Pacific; work is set to begin later this year and to be complete in 2023

- Implement roundabout and streetscape plans
 This project is envisioned to be engaged in the second half of 2022 or beyond, as staffing resources allow
- Add an operator and a lead operator
 The Lead Operator position has been filled; there were seven vacancies for the Operator position as of the end of the second quarter
- Purchase an asphalt patch truck
 Supply chain issues are being experienced on this item, which is still being pursued



Second 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:

- Begin construction of a pipeline along Newlin Gulch to connect the Town's water system to Rueter-Hess Reservoir
 Design, surveying and easement-acquisition contracts have been awarded; design is scheduled for completion by May 2023.
- Continue advancing long-term renewable water efforts including the imported water projects
 WISE and Alternative Source of Supply (Box Elder); specifically in 2022, complete a pipeline through
 Parker to increase future WISE capacity
 A construction contract was awarded to Garney.

A construction contract was awarded to Garney, with completion scheduled for September 2023. The contractor is currently ordering long-lead items and continuing with the materials submittal/review process.

 Undertake construction of a new reservoir along Plum Creek at the diversion in Sedalia and upgrade the Town's reservoirs along Plum Creek

The State Engineer's Office is reviewing this project's final design. Bidding is scheduled for November, with the contract expected to be before Town Council in January 2023.

Begin implementing advanced metering infrastructure
 Staff completed a study of radio tower requirements to cover Castle Rock Water's service area and is currently obtaining bids for radio tower installation.

 Complete conversion to a new modern billing system that will accommodate future growth and new process efficiencies

The system has been installed and is in testing. The vendor is training staff, and roll out is scheduled for November.

 Complete water, sewer, stormwater and street improvements in the Craig & Gould neighborhood and complete water line rehabilitations and replacements in the Glovers neighborhood

Construction by JBS is ongoing. This project's budget and schedule are facing some change orders due to conflicts with other utilities. The project is currently scheduled for completion by summer 2023.

 Complete construction of a new water tank in Liberty Village/Cobblestone Ranch

Town Council awarded the construction contract for this project to DN Tanks, and mobilization is underway.

 Complete stream stabilization in McMurdo Gulch and Omni Tributary

Both projects are in construction and currently on budget and on schedule for completion, with McMurdo completed in June and Omni Tributary scheduled for completion in fall.

 Add a meter technician, a system operator and a plant operator

Complete

2022 PROJECT UPDATES

Second Quarter

MAINTAIN STRONG PARKS AND RECREATION

- Complete construction of Cobblestone Ranch Park
 A grand opening event was held June 29; staff will continue to work on completing punch list items with the general contractor to address remaining issues
- Open for public access the Metzler Family Open Space
 Soft-surface trail construction is complete, and the silo was
 straightened in early July. Final design preparations continue
 for the parking lot and public entrance
- Construct three segments of the Colorado Front Range Trail to complete the project within Castle Rock

The design consultant has made a second submittal to Development Services and has received comments. Staff continues working with third parties such as the Colorado Public Utilities Commission and Union Pacific to obtain appropriate approvals and permits

 Complete improvements to Butterfield Crossing, Mitchell Gulch and Plum Creek South parks

Renovations are underway at Butterfield Crossing Park and are expected to be completed in 2023. Design work continues for Mitchell Gulch and Plum Creek South parks

Continue planning for indoor recreation facility needs

An open house was held and an online questionnaire distributed in second quarter regarding a proposed sports development center. Staff plans to present a summary of public input gathered and seek further direction during third quarter

 Replace the cardio equipment at the Recreation Center and the synthetic turf at Gemstone Park

Gemstone Park's synthetic turf has been replaced. Staff issued a RFP to obtain bids for new cardio equipment, and a contract is being circulated for approval

 Add a parks maintenance worker using proceeds from the voter-approved lodging tax

Complete



2022 PROJECT UPDATES

Second Quarter

SUPPORT ECONOMIC DEVELOPMENT

 Fulfill existing economic incentive agreements and maintain capacity for new agreements Strong sales tax indicates prior strategies to attract retailers is assisting funding Town services; as such, staff intends to continue supporting efforts to attract new businesses to Castle Rock

MANAGE TOWN FINANCES CONSERVATIVELY

- Receive lodging tax revenues and "excess" TABOR revenues into dedicated new funds to ensure the monies are used only in the manner approved by voters
- A Lodging Tax Fund was established, and lodging tax revenues are being used for parks and recreation purposes as approved by voters. Town Council approved transferring \$14.6 million in "excess" TABOR revenues from the General, Transportation and Fire Capital funds into the TABOR Fund to retain and spend as voters approved on police, fire/EMS and roads purposes
- Plan for the Town's use of its American Rescue Plan funds Council in April approved the use of the Town's American Rescue Plan Act funds on the Ridge Road project, along with the project to widen Plum Creek Parkway between Eaton Street and Ridge Road. The use of this \$5.7 million in federal funds on these projects will provide additional budget capacity to complete other road projects sooner than currently planned
- Continue pursuing grants and other opportunities, including use of volunteers and donations, to stretch the Town's tax dollars as far as possible

- raising money to fully fund the Possibilities Playground at Butterfield Crossing Park, which is being renovated; the group has and has received pledges for over \$800,000 of a \$1.3 million goal to date. Community Development Block Grant funding is being used to expand a meal delivery program through the Castle Rock Senior Center; to make ADA improvements to the restroom at Butterfield Park and to recover administrative costs of these efforts
- Complete the 2023 Budget, along with the annual five-year balanced financial plan and Capital Improvement Program The 2023 Budget process is ongoing, with the expectation of presenting a draft of the budget to Council in third quarter
- Continue seeking opportunities for Town energy cost savings LED lighting projects are being explored at fire stations; electric vehicles are planned to be added to the Town fleet for testing later this year, including two at the Police Department



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 4. File #: ID 2022-086

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Karla McCrimmon, Court Administrator From:

Teen Court Training Update

Executive Summary

The Castle Rock Teen Court has 19 teen volunteers who completed 14 hours of Teen Court training on Monday, August 1.

They have learned about courts and the law, local government and how they can make an impact, restorative justice, impacts of crime, diversity training, active listening and influential questioning skills, aggravating and mitigating facts in a case and how that helps determine sentencing, and they have participated in Mock Trials.

Training was held collectively with the new members of the Lone Tree Teen Court.

We are appreciative to Councilman Dietz for his help and support during the training.

This is an inspirational and outstanding group of young adult leaders, who are making a difference in their community, in many different directions.

Teen Court is ready to hear their first case on August 8. As of the writing of this Memorandum, this is the only case that has met the Teen Court eligibility requirements thus far.

Teen Court is a community-based, juvenile intervention/prevention program that offers an alternative to the juvenile justice system.

This diversion-like program only accepts juvenile offenders with first-time, nonviolent, misdemeanor charges. These offenders are seen by trained youth volunteers who determine the appropriate sanctions for the offender.

Teen Court is based upon restorative justice principles and seeks to ensure that the harm caused by each juvenile offender is repaired. Our volunteer panelists accomplish this through holding each participant accountable for their actions, ensuring the safety of the community, and fostering the

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respondent's skill development in order to prevent any future violations.

Teen Court is also a great opportunity for youth in the community to get involved in criminal justice, serving their peers, and growing in their communication, leadership, and critical thinking skills.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 5. File #: ID 2022-087

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Shannon Eklund, Executive Assistant

Update: 2022 Service Contract Midyear Reports

Executive Summary

Each year, Town Council reviews requests from service organizations for funding their operations and/or community events and services. Per the Town's agreements with these entities, they must submit semiannual reports on their activities. This includes, but is not limited to, financial reporting information and achievements thus far toward 2022 performance objectives as outlined during this year's application projects.

The reports from the organizations are attached.

Attachments

Attachment A: Castle Rock Chamber of Commerce

Attachment B: Castle Rock Downtown Development Authority

Attachment C: Castle Rock Downtown Merchants Association Attachment D: Castle Rock Economic Development Council

Attachment E: Castle Rock Historical Society/Museum

Attachment F: Castle Rock Senior Center

Attachment G: Douglas County Housing Partnership

Attachment H: Douglas County Youth Initiative



Submitted to: Mayor Gray and Town Council

Report by: Pam Ridler, Castle Rock Chamber of Commerce

Submitted: August 1, 2022

Re: Castle Rock Chamber's January-July 2022 Mid-Year Reporting

The Castle Rock Chamber of Commerce's mission:

- Support, encourage and promote businesses in our community.
- Be a "voice" for businesses to local and regional governments.
- Foster a livable, vital community where quality of life, community character and positive growth are possible; and
- Educate business, government entities, youth and individuals regarding business acumen, leadership and entrepreneurial development.

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

I. BUSINESS ASSISTANCE PROGRAMING

PURPOSE/OBJECTIVE:

A. The **eXcelerate Business Development** continues to foster entrepreneurial activity by providing the essential information, infrastructure and resources required for successful business development and growth. The Chamber has been offering services and information at little or no cost to both start-ups and established businesses in Castle Rock for more than twenty-three years. We strategize and plan relevant training events, workshops, and other programs to educate and equip business owners, executives, managers, and their employees in addition to providing one-on-one business consultations.

MEASURABLE OUTCOMES of Business Assistance Programing:

- One-on-one business consultations with expert volunteer counseling to date: 13 (+46%) businesses and/or start-ups with 16 hours of services. The value of volunteer services is \$800 to date. Consultations from are held in person and virtually.
- **Business trainings-**-BizBuilder Lunch 'n Learns, Horizon Breakfasts and Women of Influence luncheon series continue to grow in popularity. To date we have conducted 15 training events with 337 participants (virtually & in person). Business volunteers have contributed a value of over \$4,569 of in-kind professional staffing.
- B. Workforce Readiness—Talent Pipeline DC focuses on workforce readiness efforts, which is a multiindustry lead program and serves to champion a stronger Castle Rock through collaborative partnerships between business, government, and education communities. Together, we foster a pro-business environment supporting a strong workforce and talent pipeline for the success and sustainability of our local businesses. We work on a collaborative conversation regarding the

workforce needs of our businesses and the opportunities to support educators, students, and families for a strong talent readiness pipeline into the future.

- We are preparing to kick off a pilot program this fall called *Tours for Teachers* on October 13th which is designed for educators to gain a better understanding of the current and future workforce needs and trends within the local economy. The program includes an orientation, three learning days hosted at area employers' at their locations, independent assignments, and exploration.
- Have begun the process of creating Industry Collaboratives we are targeting healthcare, construction, and technology industries.
- Partnered with ADWorks in coordinating and promoting four virtual Job Fair events.
- Continue to host Job Boards promoting businesses' open staffing positions.
- Hired new workforce development coordinator who is currently in training with ADWorks & US Chamber Foundation-Talent Pipeline Management.

II. SPECIAL EVENTS & TOURISM PROJECTS

PURPOSE/OBJECTIVE:

A. Community Event Management

Community character and events have been identified by our residents through the Town's surveys as reasons why they love Castle Rock. Community events celebrate our hometown feel atmosphere. The Chamber takes pride in leading several of the community signature events with the assistance of the Town, police/fire, Downtown Alliance, and volunteer business staffing. The Chamber continues to work towards improvement and increased quality by providing family-oriented entertainment and to capture and record data to evaluate the return on objectives of these events.

The Chamber's Contract of Service with the Town includes organizing, promoting, and implementation of the Douglas County Fair Parade (July 30), Colorado Artfest (September 10 & 11) and Starlighting (November 19) events.

Other community events the Chamber has conducted in 2022 to date:

<u>Castle Rock Winefest</u> (July 16, 2022) recently celebrated its 18th. The event was held at a new location, Bison Park due to Butterfield Park being under construction. This event has been identified as the eastern slope premier wine tasting event attracting wine lovers from across the state. The goal is to encourage cultural activities including the promotion of Colorado wines, day long entertainment and local shopping to increase the economic impact to Caste Rock's local and economy and marketing exposure.

MEASURABLE OUTCOMES WineFest:

- Ticket sales with multiple partnerships, the 2022 WineFest was a success with a total of 2,170 attendees (-4%) in 2021 event which included tickets purchased in 2020 (event was canceled)
- Social media impressions were 45,165, Event Page Reach 17,844, and 1,505 responses.

^{*}Town funding is received in the amount of \$15,622 for Business Assistance programming.

^{**}Volunteer staffing is valued at \$50-\$100/hr. for professional volunteers.

- Current media adv for three publications, community mailers and radio interviews in the Denver and Colorado Springs markets.
- Staffing—121 volunteers estimated at 4 hours value equity of \$16,832**

<u>Douglas County Fair Parade</u> (July 31, 2021) which kicks off the Douglas County Fair and Rodeo celebrated the 65th year (1955 est-2020 canceled) for the parade in downtown Castle Rock. The parade exemplifies old-fashioned, hometown charm which showcases 4-H, veterans, marching bands, rodeo queens, dignitaries and our First responders. Our goal is also to feature our hometown ranching heritage and our business community.

MEASURABLE OUTCOMES for the *DC Fair Parade* have yet to be determined since data had not been gathered and analyzed prior to this report being submitted.

III. COMMUNITY MARKETING, ADVERTISING AND SOCIAL MEDIA PROMOTION PURPOSE/OBJECTIVE:

A. To facilitate community marketing by continuing to manage the VisitCastleRock.org website and Community Events Calendar with the VisitCastleRock.org/events and ongoing content curation. This site is visually engaging and interactive for the user and allows local organizations, vendors, and event planners to submit their events to the community calendar for posting with the objective to promote community activities. The goal is to keep our residents connected and give them a sense of community with enhanced social, cultural and recreational experiences.

In an effort for our residents and visitors to receive a positive emotional and intellectual impression of our community, it is our intent to create wonderful experiences which will encourage a live, work, shop, play and stay environment. We continue to have success with the visually engaging and interactive VisitCastleRock.org community website. This site allows local organizations, vendors and event planners to submit their events to the community calendar for posting.

Cross marketing efforts have been created by working with our community partners with the Castle Rock Events Managers group, with the goal of expanding our communities' exposure. Production of our annual Livability magazine will be published in print and digitally later this fall with an interactive mobile version. This magazine showcases Castle Rock's strengths through photography and professionally written stories of Castle Rock's community character.

- B. The Chamber boasts superior customer service that embraces our new residents and visitors to the community with friendly assistance. The Chamber's *Visitor Center* acts as the Town's one-stop-shop for all things Castle Rock offering a welcoming and helpful face always ready to assist Monday through Friday from 9 am-5 pm.
- C. Have been distributing VisitCastleRock.org promotional rack cards to local hotels, Colorado Visitor Centers, and welcome mailers. *Picture Yourself Here* promo highlighted year-round activities/festivals, open space/parks, restaurants/retail and promoted CastleRockEvent.com. We

^{*}Town funding is not included for direct support of the Castle Rock WineFest special community event, however 6.4% of the Event/Program staffing and operations funding according to the staffing % to particular event/programs.

^{**}Volunteer event staffing is valued at \$29.95/hr. source CO Tourism Office/Independent Sector

^{*}Town funding received in the amount \$2,437 for DC Fair Parade, \$8,200 for Artfest and \$8,873 for Starlighting events.

^{**}Volunteer event staffing is valued at \$29.95/hr. by the CO Tourism Office/Independent Sector

are currently in the process of creating a new fall campaign Shop Local / Tourism Rack cards to promote VisitCastleRock.org and events page.

MEASURABLE OUTCOMES of Community Marketing (January-July)

Our efforts are to maintain our following and to emerge throughout the community as "the source" for community events will continue as a top priority.

- VisitCastleRock.org page views currently are 61,077, with 90.8% being new users.
- The Business Directory website hits are 549,801 (+131%)
- Event Calendar Pageviews 15,503 page views with 73 public events posted since the beginning of the year.
- Saw an increase on the Play page of our VisitCastleRock.org website: 8,013 (+29.5%)
- Social media presence on Facebook increased: Visit Castle Rock page reach 19,935 (+47.4%) with 194 New likes (+39.6%) and Instagram reach 929 (+29%)
- Increased Facebook followers across 3 community pages to 16,793 (+5%) compared two months prior.
- Increased Twitter followers to 1,466 (+4%) compared two months prior.
- Increased Instagram followers to 2,119 (+17%) compared two months prior.
- The Chamber sent 68 different ecards to 110,322 emails with 38% open rate to promote various local events, Town/County News, Under the Dome updates, latest Business news, Member Happenings and Community Resources.
- Mailings of 2,675 (+2%) new residents' packets which are mailed monthly to new water hookups to encourage shopping for products and services locally.
- Visitor Center—To date the Chamber has welcomed 5,021 (+3%)

IV. VOLUNTEER LEADERSHIP DEVELOMENT Leadership Douglas County Program (LDC): PURPOSE/OBJECTIVE:

LDC is designed to identify, educate, and motivate current and emerging leaders who will strengthen and enhance the experiential program of personal growth and skill development through this 10-month program.

MEASURABLE OUTCOMES of Leadership DC:

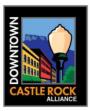
LDC completed its 23rd class in June graduating 14 class participants (class size was intentionally kept small due to COVID) 11 of the 14 class members either live and/or work in Castle Rock representing local businesses, non-profits, and the public sector.

- The program has graduated a total of 420 graduates since 2000.
- During January to July of 2022, LDC included 569 hours, volunteer/panelists. Class participant hours approx. 1,310 hours (includes class project time) The hours above performed by 85 different volunteers, contributing a value of \$28,428.
- 2022-2023 has not been selected in time of this report.

^{*}Town funding received in the amount of \$23,600 for community marketing.

^{*}Town funding is received in the amount of \$2,215 for this program.

^{**}Professional Volunteer staffing is valued at \$50-100/hr.



Castle Rock Downtown Alliance

 $A\ partnership\ between\ the\ Downtown\ Development\ Authority\ and\ Downtown\ Merchants\ Association$

Downtown Development Authority Mid-Year Report to Town Council 2022

Background

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

The **Downtown Development Authority (DDA)** is a governmental entity that functions as an extension of the Town guided by a seven-member board that is appointed by Town Council. The DDA is charged with furthering development and place-making in Downtown Castle Rock using Tax Increment Financing (TIF) and is guided by a Plan of Development. The Plan of Development provides guidance from Town Council on the mission of the DDA and encourages the DDA to pursue "development projects" which include projects to beautify Downtown, increase commerce in Downtown and development projects which bring physical construction of buildings to Downtown.

Report

In 2022, several trends are apparent in Downtown Castle Rock, notably difficulty hiring workers, inflation and record interest among Downtown business and property owners to invest in their buildings. At the start of 2022, most Downtown businesses had a desire to hire workers but found a shortage of workers available. As we entered the second quarter of the year, inflation was the most widely discussed topic in both the news and in conversation with a small business owner. The raw materials needed to create a goods are undoubtedly more expensive in July of 2022 than they were even 6 months ago. Despite these challenges, staff has had more businesses than ever interested in investing in their buildings, including everything to façade improvements to major expansion projects.

With the announcement at the end of 2021 that the View project was moving forward, and with the recent approval of a redevelopment agreement that will allow the project at 221 Wilcox Street to move forward, staff is witnessing excitement from smaller scale projects who are looking to make their own investments based on the belief that the future of Downtown Castle Rock is bright. In 2022, the DDA also set out to make investments in Downtown, including major upgrades to some of the DDA Patios in partnership with the Town.

This report documents many of the efforts, program and projects that staff has worked on this year in pursuit of creating and maintaining an active and vibrant Downtown.

Downtown Projects and Programs

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

Facade Improvement Program

The DDA actively encourages private sector partners to utilize the Façade Improvement Grant Program. This program encourages Downtown property and businesses owners to renovate facades to improve the overall appearance of Downtown Castle Rock. While Town code does not require that facades in

Downtown Castle Rock have a specific appearance, the DDA Façade Improvement Program encourages attractive facades that fit with historic architecture and bring a quality look to Downtown.

In the first half of 2022, staff received four façade grant requests from downtown business and property owners.

- In February, staff received a request to pursue a façade grant for improvements at 421 Perry St. known as Bearded Man Coffee. Updates to this property included new exterior paint that highlights the brick accents, new signage, a raised patio, and new light fixtures. The request was presented to the DDA Board and received overwhelming support for the project updates.
- In March, a façade grant request was introduced to the DDA Board for 611 Wilcox Street, known as The Silo (formerly Victorian Center). This project will include updated paint on all 4 sides of the building, new signage, a new black asphalt shingle roof, updated lighting, removal of current railing and updated paint on the portion of the railing that will remain, new paint for all tenant doors and trim, and updated tenant address letters. The DDA Board voted to support the façade grant financially with up to \$1,000 for design and \$5,000 for construction once the project is complete.
- In June the board received two applications to the Façade Grant Program. The first application was for the project known as The Perry Street Social District located at 404 Perry Street. This project will be completed in multiple phases and the application was just for the first phase of construction. Phase One of the project includes the façade improvements for The Whittier House. This phase will convert the historic house into a high-end wine and cellared-beer establishment, coupled with a bistro concept that will showcase old-world Italian delicatessen. The former garage will be converted to a sunroom/conservatory area on the north side of the building. The new structure will more faithfully show the original building's northern façade, while also allowing extra seating with a view into the pavilion area. Materials that will be used will be wood, steel, glass, and other materials relevant to restoration and new-build projects.
- The second façade grant application received in June was for historic Castle Café, located at 403 Wilcox Street. This application includes making improvements to the space directly adjacent to 217 4th Street on the west side of the restaurant by adding an outdoor dining patio to service customers of a new restaurant concept. The patio will add a unique addition to Downtown Castle Rock in a space that was unsightly and more importantly, unused. The new patio will feature an outdoor fireplace and lounge area that will feature hanging chairs along with table service seating for 30 guests. Materials will include stucco, stonework, pavers, entry and exit doors along with a wooden pergola and up-lighting highlighting the west side vines.

The DDA also offers a Micro Façade Grant Program that provides a reimbursement award of up to \$1,000 for small businesses. The Micro Grant Program was designed to provide a streamlined process for smaller improvements. For example, the program may eliminate more complex application requirements such as elevations/renderings, Design Review Board approval, etc., depending on the scope of the desired work. No Micro Façade Grant Applications were received in 2022.

Flowerbox Program

The DDA flowerbox program aims to add to the sense of small-town charm and enhance the look and feel of the Downtown streetscape. Efforts such as this have been shown to have an impact on business

success and economic activity. This program does not use any Town General Fund tax dollars and is paid for through DDA Funds, private businesses, and property owners. The DDA coordinates the pickup and delivery of all flower boxes with Town Staff.

For the 2022 season, the DDA partnered with Tagawa Gardens for the planting of all flower boxes. Tagawa Gardens provided such full and colorful boxes for the 2021 season the decision was made to continue with their services. Tagawa Gardens planted many of the boxes from seed in March at their greenhouse so that the boxes would be in full bloom at delivery in May. The DDA also offered watering service for the flower boxes to businesses who opted into the service. A total of 39 businesses ordered boxes, with 10 small boxes, 155 medium and 47 large boxes rented. Watering service was provided to 23 businesses. Flower boxes are also placed around 9 Downtown patios to provide beautification and protection around the patios.

Patio Program

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

This now long-standing program has continued to have great success in Downtown Castle Rock. The program allows for restaurants to utilize sidewalk and patio space for additional dining options which has increased the vibrancy and interest for pedestrian activity. After allowing patios to remain in place during the 2020-2021 winter due to the COVID-19 pandemic, feedback was positive, and the decision was made to allow patios to remain in place year-round. This was once again successful during the winter of 2021-2022. The agreements with the DDA and Town have been updated to reflect this decision and will automatically renew each year. In the Spring of 2022, DDA Staff worked with Town Staff and Town Liquor Authority to update documentation filed with the State for each business utilizing a DDA Patio and serving liquor so that documentation reflects the desire to keep the patio and liquor boundary in place year-round. This change eliminates unnecessary DDA and Town Staff time to renew agreements and documentation each year and saves the business owners filing fees at both the Town and State, saving as much as \$600+ a year for each business.

The wear and tear on wooden patios that have been in place, in some cases since 2014 and that have recently remained out year-round for two years straight, has impacted the quality of the patios. As such, DDA Staff evaluated patios in early 2022, and with DDA Board support initiated the plan outlined below for each existing patio.

Wait To Rebuild

Crowfoot Coffee:

Plan: DDA is waiting to make repair/build new until 2023.

Castle Rock Bike and Ski:

o **Plan:** DDA is waiting to repair/build new until later.

Fix Repairs

Scileppi's:

- This is the newest patio in Downton. The east side was hit by a car during a snowstorm in early 2022.
- o **Plan:** Repairs were completed in Q2 2022. This patio will remain in place for 2022.

Widen Sidewalk in Concrete (Partner with The Town)

B&B Café:

- This patio was in the worst shape. The DDA has made repairs each year for the last 3
 years and the piece meal repairs are not holding up.
- Plan: In Q2 2022, utilizing State Grant dollars, the Town of Castle Rock poured concrete, effectively widening the sidewalk in front the B&B Café in place of the previous wooden patio.

Castle Café:

- This patio was also in bad shape.
- Plan: In Q2 2022, utilizing State Grant dollars, the Town of Castle Rock poured concrete, effectively widening the sidewalk in front the Castle Café in place of the previous wooden patio.

Pedestal Pavers

Z'Abbracci:

- This patio had drainage issues and wobbled when walked on and several boards were broken.
- Plan: DDA brought in a contractor who built a new patio using a pedestal paver system.
 Work was completed in Q2 2022.

Angie's:

- This was the oldest patio in use and was experiencing drainage issues. This patio was made from remnant patio pieces.
- Plan: DDA brought in a contractor who built a new patio using a pedestal paver system.
 Work was completed in Q2 2022.

Provision:

- With the success of the Z'Abbracci's and Angie's new pedestal paver patio, Provision reached out the DDA to see if they too, could partner with the DDA to have a pedestal paver patio installed.
- Plan: Using savings from coming in under budget with the Z'Abbracci's and Angie's
 patios, DDA staff were able to bring a contractor back out in late Q2 2022 who built a
 new patio using the same pedestal paver system at Provision.

In 2022, the DDA and Town have made the most significant upgrade to DDA Patios in the Town Right of Way since the start of the program in 2011. In many cases, a summer visitor to Castle Rock may spend the majority of their time on a Downtown patio, and their impression of the health of the community, of Downtown Castle Rock, will be based on their experience sitting on a DDA Patio. These investments are just a small part of being a world class community and contribute to the experience of visitors and strength of the local economy. In late July, there are 7 DDA patios in Downtown, B&B Café, Castle Café, Z'Abbracci Pizza, Pasta & Taphouse, Scileppi's at the Old Stone Church, Angie's Restaurant, Crowfoot Coffee and Castle Rock Bike and Ski. In addition, the DDA coordinates to assist with the patios at Union Bistro, Vista Vino, and Ecclesia.

Downtown Engagement

The Downtown Alliance often acts as the 'voice of Downtown'. Staff spends time to meet one on one with Downtown businesses, property owners and residents to provide information about what is going on in Downtown and collect feedback in order to represent the Downtown business perspective. Staff also shares information on Downtown programs, such as the Flowerbox Program, Façade Improvement Grant Program, and Patio Program, as well as information about DDA initiatives such as development projects, and Town initiatives.

In addition, the Downtown Alliance hosted several tours of Downtown Castle Rock from neighboring Colorado communities this year who have desires to "be more like Castle Rock". DDA Staff was also asked to present at the Downtown Colorado Inc Conference in Colorado Springs in April in a session about DDAs, URAs and Tax Increment Financing. Castle Rock is receiving statewide recognition for its vibrant downtown.

In March, the Downtown Alliance wrote a letter of support to the US Department of Transportation to support the Town's application for funding for the Crystal Valley Interchange, noting the positive impact this interchange will have Downtown Castle Rock and the community as a whole.

In April, the Downtown Alliance wrote a letter of support to the Town of Castle Rock to support using funding for a Quiet Zone in Downtown Castle Rock.

In July, DDA Chair and Staff made a presentation to the Castle Rock Rotary about what is going on in Downtown Castle Rock, and about future plans for Downtown.

Banners Program

The Castle Rock DDA Light Pole Banner Program uses decorative banners to publicize special events and enhance the streetscape by adding color and vitality to Downtown. During the COVID-19 pandemic, "CommUNITY" banners were included in the mix of banners to provide uplifting and positive community spirit. Currently, the Spring/Summer banners along with the "CommUNITY" banners line the streets of Downtown. This winter, the banners will be replaced with the Winter/Holiday themed banners.

B:Side Capital (formerly Colorado Lending Source) Micro-Loan Program

The DDA continues to partner with B:Side Capital (formerly Colorado Lending Source) through the Main Street Loan Program, to provide entrepreneurs access to affordable financing to start or grow their business. The DDA acts as the initial contact and education point for applicants and will send eligible applications to B:Side Capital for further review from the loan committee. Loan amounts range from as low as \$5,000 and up to \$50,000. The DDA has not received any applications for the micro-loan program in 2022.

Parking

The Parking Committee meets quarterly to discuss the management, maintenance and operations of downtown parking including community policing, parking sign policies as well as use and allocation of parking spaces. The committee makes strategic decisions to create a positive experience for downtown customers. Policies enacted in the first half of 2022 include:

- Consideration of a request to remove the 2-hour parking restriction on the east side of Jerry Street.
- Changes made to the parking lot east of Perry Street between 6th and 7th Street. Changes include the addition of an ADA-accessible parking space and addition of signage restricting overnight

- parking to ensure the lot is used to meet nearby business' needs and not for storage or unintended purposes.
- A review of potentially adding "snow route" signage at specific locations in Downtown to allow snow removal in parking spaces during large weather events to prevent ice buildup and safe pedestrian parking areas on the north side of buildings.
- Adjustment to the 30-minute Town Hall parking spots in the Encore garage replacing current signage with new green signage that specifies the 30-minute restriction is 8am-5pm Mon.- Fri.
- Changes to the on-street parking in the two spots behind the new Olinger funeral home building driveway. The two spots behind the driveway will be removed and new signage installed to direct proper use.
- Changes were made to the Downtown Parking Change Request Form on the Town's website to add an option to request that a parking space be converted to ADA.
- The addition of "No Overnight Parking" signs in the Town lots near the Museum and Fire Station lot.
- Review of the signage for EV spots and concerns about the seventh floor of the Encore parking garage was discussed. Fencing is being looked at for the seventh floor.
- Parking for the View construction workers was reviewed, and parking was approved on the east side of Jerry Street on the diagonal b/w the northern end of the View property and 8th street.

Development Projects

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

Encore – 8 Wilcox, 14 Wilcox, 20 Wilcox and the Town Hall Parking Lot

In May of 2018, the DDA and Town Council approved a non-binding MOU for the Festival Park Commons Project, now known as the Encore Project. In January of 2020, the Encore Project broke ground and made tremendous progress in the first 12 months. Despite the COVID-19 pandemic, 100% of the residential and commercial condo units were pre-sold even before the project was completed or could be toured by prospective buyers.

Confluence Companies has shared data on the project noting that it has been the penthouse and higher end residential units that sold first, even noting that two professional athletes have purchased residential condos. Confluence also shared that of Encore condo sales, 79% of the buyers are from Douglas County, 28% of those are from the Meadows, 16% from Castle Pines, the rest are from Terrain, Downtown, Larkspur and Elizabeth.

The public parking garage in Encore opened to the public in June of 2021. Building construction was completed at the end of 2021 and many tenants moved in. In the first half of 2022 all but one remaining tenant had moved into the building, with B's Craft Deli (fka Slab) being the last tenant still to move into the building. Current tenants include: Nixon & Co. Salon & Boutique, The Skin Company, Dos Santos, NavPoint Real Estate, Well States Healthcare, Coff33, Land Title, Fidelis Wealth Advisors, Paczosa and Associates, and Block & Bottle (who opened the last week in July).

The View at Castle Rock – 610 Jerry Street

The View project was introduced to the DDA Board and Town Council in 2020. The project held 4 neighborhood meetings and in April of 2021 the project was presented to Town Council who approved a

redevelopment agreement for the project. The project will build 221 apartments, 14,250SF of office space and 5,000SF of restaurant space. The project will construct 399 parking spaces in the building and the Town of Castle Rock will own 100 of the 399 spaces for public parking, which will be purchased by the DDA Special Fund with the payment of project fees for the developer. There will also be 33 street parking spaces constructed where there are currently 22 spaces. This project represents a significant, strategic investment in parking for current and future parking needs of the community.

As we have learned with the previous projects in Downtown, and as demonstrated by redevelopment projects across the nation over the last 30 years, vibrancy comes from people. People that work in Downtown during the day and live, dine, shop, and find entertainment in Downtown during the evening and weekend that make a downtown successful. This project has the ability to strengthen the Downtown economy in a major way and staff is optimistic for the progress of this project. This project was allowed by code without DDA involvement however with DDA involvement first floor retail, additional office space and 100 public parking spaces were required to be built in the project.

In February of 2022, construction on the View project broke ground. Construction is expected to be complete in 2024.

221 Wilcox Street

In 2015, Niebur Development purchased the property at 221 Wilcox St. and proposed a mixed-use project at the site. They evaluated potential projects ranging from 3-5 stories, and the need for parking associated with its likely tenants. A redevelopment agreement, that has since expired, for a 5-story project was approved by the DDA Board and Town Council which provided assistance for some of the fees, and a share back with some of the property and sales tax that would be generated by the project. Ultimately, Niebur Development was unable to make this project work, due to several challenges including the inability to provide parking at a reasonable cost. Niebur Development came back to the DDA Board and proposed an idea to add a floor to the then current building with a plan to utilize the boarded-up drive through for a quick serve / fast food tenant. This concept was not supported by the DDA Board.

In 2016, Confluence Companies purchased the 221 Wilcox Street site from Niebur Development to protect their investment at Riverwalk after hearing about the proposed two-story renovation of the existing building with use of a drive through. Confluence Companies introduced a project in February of 2018 to the DDA Board proposing a mixed-use project at the site. A hotel was also considered and evaluated for this location. As Confluence evaluated the potential of the site, opportunity with the Encore project down the street was identified and Confluence, in partnership with the Town and DDA, structured an agreement for the Encore project. Among many positive outcomes of this project, this allowed Town Staff to park at 221 Wilcox while Encore was built. Of note, when this partnership was created, the DDA, Town and developer discussed that the end goal for 221 Wilcox Street was not to remain as a parking lot.

Staff conversations at the end of 2021 included discussion of the code requirement to park residential units onsite, and about architecture that is a "fit" for this property. This led to an updated proposal from Confluence Companies in Q1 of 2022, which would park the residential space on site one floor below grade and would park the commercial components of the building in the extra spaces privately owned in the Riverwalk North building adjacent to the property with a shared alley. Architectural changes were made to the exterior design of the building incorporating some historical design features such as historical looking sills on the windows. In May, a proposed redevelopment agreement was presented to the DDA Board and was approved and in June the agreement was presented to the Town Council and

was approved. Construction documents have been submitted to the Town and construction is expected to begin in late 2022.

Perry Street Social District

The Perry Street Social District project proposed at 414 Perry Street continues to make progress. This proposed project will not only accomplish the goal of keeping the Rink at the Rock in Downtown but will add much desired dining options and a beer garden to Downtown Castle Rock.

As mentioned earlier in this document, the DDA has had a goal for several years to keep the Rink at the Rock in Downtown Castle Rock beyond the expiration of the Rink at the Rock's land lease. Working closely with the new owner/developer at 414 Perry Street, an agreement was structured in 2021 to sell the Sprung Structure (white canopy) and rink equipment owned by the DDA, at a significantly reduced price as long as a rink is operated in Downtown in each of the following 10 years.

As new buildings with higher density and public parking are proposed and built in Downtown Castle Rock, it is exciting to see smaller scale, adaptive reuse projects also being proposed. A strong synergy exists between the two types of projects. Often smaller scale, adaptive reuse projects contribute to the preservation of character and history with the reuse of buildings, but do not always have the capacity for onsite parking even though a new vibrant use is likely to increase parking demand. With a goal to have successful reuse projects and have the visitor parking experience in Downtown be a positive one, Downtown Castle Rock will need to continue to identify strategic public private partnerships when larger development is proposed.

This project continues to make progress in the public process required to make this project come to fruition. The first phase of this projects is to invest in the historic Whittier House at 404 Perry Street as described in the Façade Grant section of this report. The project plans to present their plans to the Design Review Board in the fall of 2022 and begin the first phase of project construction in late 2022.

Olinger Funeral Home

After years of discussing a potential expansion and remodel, the Olinger Funeral Home at 4th and Jerry Street began construction of a new facility. Located adjacent to the Wilcox Square Douglas County property, this new facility brings a fresh look to an important property.

There are communities where property owners invest in their properties, and there are communities where property owners don't see it as "worth it" to invest in their properties and those communities deteriorate as a whole. Community momentum can develop in either direction. Every property in Downtown Castle Rock that invests in a fresh coat of paint, new awnings or in this case, a brand-new building, helps propel Downtown Castle Rock to be a place where there is pride of ownership and occupancy. This project is a sign that we are moving in the right direction.

In Q2 2022, the construction on this project was completed. The new building includes a new chapel with improved accessibility, increased energy efficiency and a building that is designed to better meet the needs of the community.

Philip S Miller Library Expansion

Over the last 10 years, the Douglas County Libraries have invested in most of the libraries in their network including Highlands Ranch, Castle Pines, Lone Tree, Parker and Roxborough. One of the last libraries on this list, where they have discussed and planned for investment, is the Castle Rock Philip S. Miller Library.

On May 2, 2022, the Castle Rock Library broke ground on their new building in Downtown Castle Rock after nearly 3 years of discussions about design, location, function, and other details. This expansion will replace the current 45,000 SF library built in an old Safeway Grocery Store and create new vibrant spaces for youth, retreat spaces for work, event halls, conference rooms, huddle rooms and will house a new Douglas County History and Archive Center. This is exciting on many fronts. New downtown residents as well as long time Castle Rock residents will be excited to experience the new and improved library and amenities. The larger event halls and conference rooms are expected to be a draw bringing people Downtown, and the brand-new façade further demonstrates the momentum of investment into property in Downtown.

Public Investment Infrastructure

Castle Rock benefits from having a Downtown Development Authority in many ways. While having a set of staff and the financial tools to accomplish the many projects listed above, having a DDA and Statutorily authorized Special Fund can provide some relief to the Town General Fund on Downtown public investments. This frees up Town funds to be deployed to other priorities in Castle Rock. In the last year and half, the DDA has approved the use of funds from the DDA's Statutorily authorized Downtown Special Fund to the following projects:

- Roundabout at Wilcox and South Street:
 In April of 2021, the DDA board voted to pay for up to \$750,000 from the Downtown Special
 Fund to pay for the roundabout at South and Wilcox Street.
- Streetscape Materials Menu Plan:
 In April of 2021, the DDA board voted to pay for up to \$15,000 from the Downtown Special Fund to pay for a Streetscape Material Menu Plan for Downtown Castle Rock to guide future decisions about streetscape materials. This plan is expected to be completed in 2022.
- Maintenance at the Encore Parking Garage:
 In December of 2021, the DDA Board voted to approve using up to \$150,000 for Encore Garage
 Maintenance from the Downtown Special Fund.
- Town Staff Support of Downtown Events:
 In December of 2021, the DDA Board voted to use up to \$50,000 to support police, fire and parks services at events in Downtown Castle Rock.
- Quiet Zone:
 This year, in April of 2022, the DDA Board voted to pay for up to \$900,000 out the Downtown
 Special Fund to implement a Train Horn Quiet Zone at the 3 crossings in Downtown Castle Rock.

Summary

The first half of 2022 continues to have some exciting momentum towards a more vibrant Downtown. Perhaps one of the more surprising and exciting aspects of 2022 in Downtown Castle Rock has been the announcement of multiple smaller scale projects and existing building façade investments that have been proposed by business and property owners in Downtown.

As was discussed earlier in this report, there is a synergy between larger scale projects that add customers and more significant public parking to a downtown, and smaller scale projects that contribute

to the preservation of character and history with the reuse of buildings. With the approval of redevelopment agreements for The View and 221 Wilcox, the anticipation for new customers and more public parking has created a strong outlook for the future of the Downtown economy, and is in part why several of the projects below have been pursued. The following list includes some of the smaller scale projects that are underway or were completed in 2022:

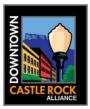
- Perry Street Social District
- The new Olinger Funeral Home building
- Castle Café & Next Door Bar façade investment and patio expansion
- Douglas County Library new building construction in Downtown Castle Rock
- Bearded Man Coffee 421 Perry St façade investment
- The Silo 611 Wilcox St. façade investment
- And at least 2 additional prominent façade improvements and expansions that are expected to be presented to the DDA Board in the second half of 2022.

This impressive list of investment in Downtown Castle Rock has drawn the attention of neighboring communities asking, "How did Castle Rock create such an exciting downtown?" In the past few months, DDA and Town Staff have hosted 3 neighboring communities who brought their Councilmembers to Downtown Castle Rock for a tour and question and answer session.

Lastly, several years ago staff began tracking the addition of outdoor dining options in Downtown as a metric of a healthy economy. The growth of patios since then has been outstanding. Since last year, several more outdoor dining options have been added to the list. The full list includes Z'Abbracci's (major upgrade in '22), Angie's (major upgrade in '22), Scileppi's, Wild Blue Yonder, Castle Café (major upgrade in '22), B&B café (major upgrade in '22), The Office, Siena, The Backyard, Union Bistro, Vista Vino, Iron Mule, Ecclesia, Great Divide Brewery and Roadhouse, Glacier Ice Cream, Sugar Spoon, Tribe, and now Dos Santos, Block and Bottle, as well as a new patio anticipated at B's Craft Deli opening soon. Only a few years ago, about one fourth of those options existed.

Contact:

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



Castle Rock Downtown Alliance

A partnership between the Downtown Development Authority and Downtown Merchants Association

Downtown Merchants Association Mid-Year Report to Town Council 2022

Background

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

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

Report

In 2022, the DMA was finally able to start the year without the uncertainty that plagued event planning in 2020 and 2021. The DMA put together a full slate of events aiming to go above and beyond what is included in the Service Contract with the Town of Castle Rock. In total, the DMA will produce 18 events in 2022 as well as planning and contracting to provide carriage rides during the holiday season.

In 2022, Castle Rock and the nation are experiencing significant inflationary pressure. In the event planning of the DMA's 2022 series of events, this has been felt in unprecedented ways. Every aspect of event planning has been more expensive. Whether it is booking bands, reserving stages, or agreements with vendors, everything is more expensive. One of the main revenue streams for DMA events is the sale of beer at many of the events. Our beer vendors have indicated that the raw materials required for beer sales have increased in price dramatically. In some cases, forcing beer vendors to stop attending events where beer prices are often negotiated as a part of a marketing package, and instead opting to sell all craft beer out of their tasting rooms. If inflationary pressures continue to drive expenses up, DMA events in future years will face significant challenges and new solutions will need to be found. Perhaps this is through new and creative sponsorships or the addition of new types of vendors and partnerships.

This report provides the mid-year 2022 update on for each DMA event and estimated attendance numbers. Following is the list of events and approximate attendance for each event to date:

Date	Event	Est. Attendance
May 14, 2022	Spring Kickoff Concert	3,000
June 1, 2022	Rockin' Summer - June Series - Art Walk & Bounce House in the Park	75
June 4, 2022	Starlight Movie Night	1,500
June 8, 2022	Rockin' Summer - June Series - Birds of Prey & Storytime in the Park	120
June 15, 2022	Rockin' Summer - June Series - Chalk in the Park	75

June 17, 2022	Street Party & Concert	3,500
June 18, 2028	Classic Rock Cruise-In Car Show	7,000
June 22, 2022	Rockin' Summer - June Series - Dance Lesson in the Park	100
June 29, 2022	Rockin' Summer - June Series - Games in the Park	75
July 6, 2022	Rockin' Summer - July Series - Jazz in the Park	45
July 13, 2022	Rockin' Summer - July Series - Jazz in the Park	65
July 20, 2022	Rockin' Summer - July Series - Jazz in the Park	55
July 27, 2022	Rockin' Summer - July Series - Jazz in the Park	75
July 30, 2022	Boots & Brews	3,250
Aug. 20, 2022	Concert Under the Lights	(not yet occurred)
Sept. 17, 2022	Oktoberfest	(not yet occurred)
Oct. 2-9, 2022	Restaurant Week (not yet occurred)	13 Restaurants Registered
Oct. 28, 2022	Fangtastic Festival	(not yet occurred)

Events Recap

Spring Kickoff Concert

The Spring Kick off Concert took place on Saturday, May 14th in Festival Park from 1 - 6 pm. The concert featured music from Crystal Eyez and Shelvis and the Roustabouts. The beer selection featured two Castle Rock local breweries, Iron Mule and Burly Brewing. Red Leg Brewing also attended making this their first Castle Rock event. The evening also featured signature cocktails from Mystic Mountain Distillery. Food trucks lined Perry Street and served an estimated 3,000 guests. Families enjoyed vendor booths, face painting and an evening full of fun kicking off the summer! Financially, the event was positive, estimating a net gain once all expenses are realized.

Rockin' Summer – June Series

The first of 9 Rockin' Summer events kicked off on Wednesday, June 1st with an Art Walk through Downtown. Nick Lucey, President of the Castle Rock Artists Cooperative, led 2 groups through Downtown to view the various statues, sculptures and murals that decorate Downtown Castle Rock. With an attendance of 45 kids and 30 adults, vendor booths, dessert carts and a bounce house kept guests entertained between tours.

On June 8th, Nature's Educators brought 4 species of falcons to Festival Park to provide an educational experience for all. Sudden Fiction Books followed with "Story Time" where they read aloud to the 120 children and parents.

On June 15th, the DMA hosted Chalk in the Park. Five professional chalk artists were hired to create murals throughout Festival Park. Buckets of chalk were available for free to families and amateur artists to create their own chalk mural. An estimated 75 people participated in this fun event.

On June 22nd, in partnership with the Castle Rock Dance Academy, the DMA held free dance lessons in the park. The afternoon began with lessons for ages 2-8 and ended with ages 9+. Roughly 100 people were in attendance for this Rockin' Summer event.

And on June 29th, the last Rockin' Summer of the June Series was Games in the Park. The DMA provided a handful of fun lawn games including Giant Jenga, Giant Connect4, corn hole, bubbles, hula hoops, kickballs, and chalk. Many families brought their own favorite outdoor game to enjoy at this outdoor meetup of moms, dads, and kids. After the event, many kids made their way down to the creek or to the splash pad to cool off with their friends. This event ended the June Series with a splash, 75 people enjoyed the many activities in Festival Park.

Rockin' Summer – July Series

For the July Rockin' Summer Series, the DMA partnered with Castle Rock Music and renowned jazz musician, Jason Bower to perform jazz in the park each of the 5 Wednesdays in July. These events are designed to be low-key and laid-back events. They are not heavily marketed, there is no stage of loud sound equipment. The idea is that every time a resident or guest comes to Downtown Castle Rock, there is something exciting happening. Staff met people that were out for a nice meal and stumbled upon jazz in the park and weren't sure if they were busking or paid to be there...and that is exactly what was intended.

Financially, these events are designed to be neutral in sponsorship dollars and cost to produce. The goals for these events are to host a series of smaller events that give Castle Rock fun, safe, family friendly activities in the park during the summer. This also activates Downtown by changing habits to include a trip Downtown. People are more likely to return if they have visited and had a great, safe, fun experience. This strengthens the Downtown economy and supports the great places to eat and shop that the community loves, and hopes will stay in business for their next visit.

Street Party & Concert/Car Show Kick Off

The Street Party & Concert took place on Friday, June 17, 2022, on Wilcox Street from 3rd to 5th Street. The Cari Dell Brown concert was a wonderful kick off to the weekend and the Classic Rock Cruise-In Car Show held the following day. Forty plus classic cars lined the streets, event attendees enjoyed brews from Burly Brewing, Rockyard Brewing Co., Red Leg Brewing, and cocktails from Mystic Mountain Distillery. Five food trucks and three dessert vendors lined Wilcox St. while inflatables, a rock wall and games were dispersed throughout the county lawn. With over 3,500 attendees, this is the largest Street Party & Concert we have seen over the years.

Classic Rock Cruise-In Car Show

Downtown Castle Rock and the Vintage Car Club of Castle Rock celebrated the 14th Annual Classic Rock Cruise-In Car Show on Saturday, June 18, 2022. There was a record-breaking 300+ classic and exotic cars displayed on Wilcox Street from 3rd to 5th Street and 3rd to Perry Street including the Siena parking lot. Kids and families enjoyed free inflatables, a rock wall, face painting, and a balloon artist. Winchester Gray kicked off the event's musical entertainment, and back by popular demand, The Atomic Drifters followed with classic rock hits enjoyed by all ages. Libations from Burly Brewing, Iron Mule Brewery, Wild Blue Yonder, Great Divide, and Cocktails by Mystic Mountain. There were eight different food and dessert vendors serving a variety of cuisines. At the same time, the Downtown restaurant's and patios once again experienced one of their busiest days of the summer (per Castle Café) from the 7,000 attendees who gathered Downtown for this Castle Rock signature event. The event concluded with an Awards Ceremony. Notable awards to the Hottest Car presented by Castle Rock Fire, Most Likely

to be Pulled Over by Chief of Police, and Mayor's Choice presented by Castle Rock Mayor Jason Gray.

Boots & Brews

A community favorite, the Boots & Brews event was held on Saturday, July 30, 2022, following the Douglas County Fair parade which serves as a kickoff to the Douglas County Fair. Downtown was packed with Castle Rock families eager see their favorite float, catch a piece of candy or cheer on friends and family in the parade. At the conclusion of the parade, families gathered in Festival Park to listen to a Castle Rock favorite local band The Black Salt followed by remarks from the Douglas County Fair Board Chair, Dean Elliot on what's in store for the week's Fair and Rodeo. The Whiskey Road band played the last 2 hours of the event, they had the crowd singing along and line dancing in the park. The wild at heart tested their skills on a mechanical bull seeking the thrill of the 8 second ride only true cowboys can achieve! DMA's social media pages were flooded with positive comments and feedback on the event as a part of this event's Downtown business gift card giveaway. Social media followers that commented on downtown social media leading up to and during the event were selected at random to receive a gift card to a Downtown Business. With the largest crowd Boots & Brews has seen, the DMA sold out of all 23 kegs of beer provided by Los Dos Potrillos, Burly Brewing, Rockyard Brewing Co., and Wild Blue Yonder and served over 450 cocktails from Mystic Mountain Distillery. Event attendance exceeded expectations and plans for next year are already underway to make the event even more of a success.

Downtown Businesses Engagement

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

The DMA plans to organizes additional future gift card giveaways at events and on social media. These provide marketing to small businesses in Downtown on social media and by helping to encourage event goers to stop into the small businesses in Downtown. This may change a habit or two creating a new customer of a Downtown small business.

Summary

The 2022 DMA Event Season is off to an amazing start. The activity and excitement in Downtown during events have reached new heights. In 2022, we are seeing people perhaps come for a DMA event but then leave during and after the event to do some window shopping, grab a bite to eat, or after the event visit some of the great options for an evening drink. It is rewarding to see someone come for a Downtown event, but have excitement to explore Downtown while they are here. This is a driving reason for why the DMA produces events.

Contact:
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Director, Downtown Alliance
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303-688-748

Attachments

Attached are several examples of the marketing materials from DMA produced Downtown events.



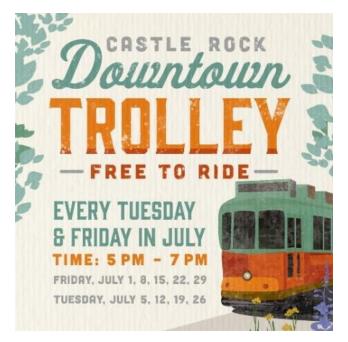














The marketing above left was created to market free trolley rides on Tuesdays and Fridays in July. This was done in partnership with the Downtown Development Authority. The market map above right was created to allow a self lead Art Walk in Downtown Castle Rock in conjunction with our June 1st event.



The marketing above was created for the Rockin' Summer - June Series - which focused on kids activities in the park.



The marketing above was used throughout July for the Rockin' Summer July Series which provided Jazz in the Park on all 4 Wednesdays in July.

Photos

Here are some sample of photos from some of the event that have occurred this year:



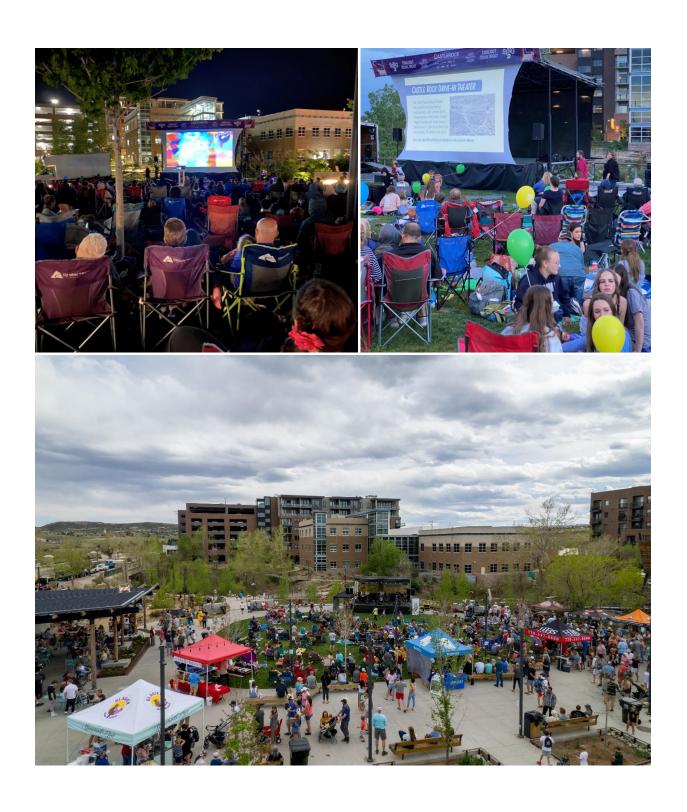






















2022 Mid-Year Report

Mayor, Town Council, County Commissioners and Economic Development Council Investors:

Re: Castle Rock EDC Mid-Year Report to Investors

National Regional and Local Economic Update - Are the Headwinds too Great?

Exiting 2021, optimism was surging. U.S. real GDP grew at the fastest rate in nearly four decades, increasing 5.7% for the year, the nation was adding back an average of 562,000 jobs per month, and America was quickly building wealth through the equity indices, crypto, and real estate. This optimism soured in 2022 as inflation spiked to levels reminiscent of the early 1980s and led to swift and aggressive action by the Fed—three rate increases in the first half of the year totaling 150 basis points to tamp down inflation, and expectations of up to a 1% increase at the next meeting.

While there are still plenty points of optimism—rising employment, strong consumption, new startups, increasing income, positive expectations on manufacturing and services, strong industrial production and capacity utilization, and so on, there are also a number of concerning headwinds, including the aforementioned inflation (energy costs specifically) and interest rates, but also supply chain disruptions, worker shortages, and the greatest pessimism reported from small businesses in the 48-year history of the National Federation of Independent Business (NFIB) survey. The headwinds look too great to stave off a downturn, and recession expectations are on the rise.

Colorado has outperformed, as it has done for the past 15 years. Colorado's employment recovery from the recession ranks 10th with the state 1.3% above the prior peak (one of just 15 states with employment above the pre-recession levels). Through June, job growth has continued to surge in the state, up 111,700 jobs (4.1%) year-over-year. The state outperformed expectations—annual job growth is now projected at 104,000 for 2022. Year-over-year job growth is projected to slow in Q3 and flatten in Q4—a reflection of the overall slowdown. New business filings are up in the state, but so are business delinquencies and dissolutions. Colorado's population is coming off the slowest growth year since 1990, a product of the slowdown in both net migration and the natural increase. Growth in population has been partially responsible for the growth in the state's economy; slower population growth will impact the trajectory.

For Douglas County, population and employment growth have outpaced the nation, Colorado, and the Denver metropolitan statistical area; and the same is true for gross domestic product—the value of goods and services produced within the county. Douglas County's unemployment rate in June 2022 was 2.7%; for comparison, the unadjusted rate in February 2020 was 2.5%, in June 2018 it was 2.8%, and in June 2019, 2.3%. The labor force in the county reached a record 209,000 in June, and household employment topped a record 203,400. Castle Rock's unemployment rate in June 2022 (2.6%) matched February 2020, and employment and labor force were at record highs.



While Colorado is not immune to a slowdown, population growth, industry composition, and the natural amenities of state make Colorado poised to outperform even during a downturn. The local economy has notable expertise in Construction; Retail; Information; Finance; Professional, Scientific, and Technical Services; Company HQs; and Arts, Entertainment, and Recreation. An economic slowdown will disproportionately impact some of these local industries (e.g., financial activities, construction). Despite this, Douglas County is still on a growth trajectory, increasing population, employment, and housing so far in 2022.

Castle Rock has outperformed expectations, highlighted by 12.7% year-to-date sales tax growth and an 8.6% increase year-over-year. Downtown Castle Rocks is thriving, The Meadow's Commercial Office Industrial (COI) ground is working with several large employment centric developments. Miller's Landing is working with the Town to rezone part of the property to reflect market interest. Dawson Trail is under contract, revitalizing a once dormant master planned community within the Southwest Quadrant. The balance of this report will identify key challenges to primary employment, office development market and outline the activities of the EDC over the past six months.

By Brian Lewandowski; Colorado Leeds School of Business

2022 Mid-Year Committees Economic Development Report & Prospects

Castle Rock Economic Development Council's (EDC) mission is to support local job creation and expand the Town of Castle Rock's tax base. The three fundamental functions of the EDC include:

- Business Attraction (new prospect development)
- Business Retention and Expansion
- Creation of a business-friendly environment

Business Development

Business Attraction Team (BAT) & Business Retention Expansion (BRE)

Business Attraction (BAT) and Business Retention Expansion (BRE) are two of Castle Rock EDC's core services.

BAT oversees the strategic attraction of new primary employers to Castle Rock, focusing on both direct and indirect marketing strategies. Additionally, BAT fosters relationship with developers to encourage office development in the Castel Rock market.

BRE recognizes that 70% of job growth in a community occurs from existing businesses. The BRE Task Force supports existing businesses by leveraging a wide range of professional expertise from withing the committee to provide resources with the intent to facilitate growth.

Throughout the first half of 2022, Castle Rock EDC worked with over 50 prospective business and development prospects, 19 of which are Castle Rock businesses exploring expansion opportunities.

Economic Development Fund Report

Economic vitality is a critical factor in ensuring Castle Rock's long-term success in achieving its vision of being a self-sufficient community; a community in which residents can live, work, play and purchase the goods and services they need; and to create a tax base adequate to support provision of core Town services.



With increasing regional competition, the Town of Castle established an Economic Development Fund (2011) along with a set of policies designed to strengthen the local economy and prepare for the economic impacts associated with the Town's expected growth. The fund is sustained through the collection of commercial use tax ensuring that commercial development supports the Town's development objectives, which is to actively seek out highest and best commercial uses, as defined in the Town's 2030 masterplan.

The program includes elements to support core Castle Rock Economic Development (EDC) priorities include the attraction and expansion of primary employers, attraction and expansion of targeted retail and investments in projects of economic significance or serving as economic catalysts. The program is designed to create jobs, expand the tax base, encourage existing businesses to make capital investments, spur new office, industrial, and retail expansions and developments. It is critical that all incentive programs create a net positive job or economic impact on the community.

The following is a list of economic development incentive projects finalized in the first half of 2022.

Castle Rock Industrial in the Meadows is a collaboration between Saunders Commercial Development Company, Colorado Powerline Inc., and Lakewood Electric Company, Inc. Together, they purchased a 15.5-acre site within the Meadow COI ground (Lot 19) to construct two 80,000 SF industrial buildings. The first phase of the development will include building one; of which Colorado Powerline Inc. (CPI) and Lakewood Electric intend to relocate their company headquarters and occupy 40,000 SF of the building. As part of this phase, CPI and Lakewood Electric, will relocate approximately 42 full time employees to Castle Rock. The remaining 40,000 SF of building one will be brought to market and be made available for lease. Once building one is complete and additional leases are signed, Castle Rock Industrial in the Meadows will begin phase two of the development which will include the construction of a second 80,000 SF industrial building.

Moore Lumber & Hardware is a 75-year-old family-owned company headquartered in Castle Rock, with six Front Range stores. The company employs 23 full time positions in Castle Rock. Their core services are based around providing quality lumber and home building materials to both professional builders and homeowners. In May 2020 Moore Lumber Castle Rock added ACE Hardware and Benjamin Moore Paint to its brand operations. As part of this expansion, paint sales increased by 627%. While ecstatic about the growth, the new line began to experience supply chain challenges. In response, Moore secured a short-term lease on a 10,000 SF facility at 1041 Park Street to open a commercial mixing facility. This ultimately led to additional sales and the conclusion that they would need to find a more permanent location for the Benjamin Moore product line. With limited purchase options in Town, Moore explored building in Castle Rock and settled on a lot in the Meadows (Lot 1, Filing 17, Area 2). Moore intends to continue operating Moore Lumber & Hardware at 1335 Park Street and will build a 16,880 SF industrial flex building in the Meadows to house their Benjamin Moore and Marvin Windows product lines.

Castle Rock Microwave (CRM) was founded in 2014. CRM is a regional wireless systems integrator, bridging the digital divide. CRM's customer base falls into four major categories rural broadband (TELCOs, ISP's and Tribes), public safety (municipalities and School Districts), Utilities (water, electric, oil & gas) and transportation (rail & airports). Currently, 85% of CRM's business is contracted out of Douglas County.



CRM has grown by over 40% the past two years. This trend is expected to continue, as CRM continues to take on new projects and markets. With their recent office warehouse acquisition CRM plans to begin a renovation that would add an additional 2,400 SF of office which will allow them to hire an additional 8 employees by the end of 2024.

Limelight MOB II is 33,639 SF of Class "A" medical office. The project is being proposed by Partnering with Physicians, LLC. The site is a 2.38 acres parcel of land located just west of the Castle Rock Adventist Hospital, in the Meadows. This will represent the second MOB project built by Partnering with Physicians.

Owen Ames Kimball (O-A-K) Construction is a 130-year-old commercial construction company with approximately 100 employees. They specialize in K-12, higher education, civic and municipal construction projects. In 2014, O-A-K expanded into Florida and over the last eight years have grown the company by an additional 30 employees. O-A-K believes that Colorado presents similar opportunities and has hired Mike Beaudoin to manage the expansion. As part of their expansion into the Colorado market, O-A-K leased 4,500 SF of office space at 202 6th Street in Downtown Castle Rock (The Move). O-A-K currently has 5 employees in Castle Rock and intends to grow the company by an additional 30 within the next 4 to 5 years.

Employment Centric Developments (Overview & Updates)

Montana Vista (Office/Commercial) – Montana Vista, located off Founders Blvd is home to the headquarters of HEI Civil. HEI Civil recently added a second office building to the campus that was completed in Q2 of 2021 and is currently 90% leased, with 1,800 SF available. The EDC is currently working with three retail users to develop the balance of the site.

ACME Brick (Redevelopment/Reuse) - In 2018 the ACME Brick factory announced that they would be closing their Castle Rock operation which opened in the early 1900's. The site was acquired by Confluence Companies in 2020. The team at Confluence has been working with the EDC and the Town to reimagine the site for a redevelopment and reuse project that will revitalize, activate, and connect the site to the community while simultaneously honoring the historical role of ACME in the Castle Rock Community. While the final vision for the project is still being crafted it will bring a variety of local and regional restaurants and retailers, including a proposed a state-of-the-art community recreation center.

Dawson Trails (Commercial/Retail/Residential) - The Dawson Trail project is located in the southwest quadrant of Castle Rock on the west side of I-25. The property is currently under contract with Westside Development. The project was originally entitled for 7,900 single family homes and has sat dormant (under suspension agreement) for the past 30 years for a variety of different challenges that encumber the site. Westside Development is currently working with the Town to reactivate the plan of development. The plan includes a proposal to significantly reduce the housing component and increase the open space. In addition, they envision a strong mix of office, retail, and industrial zoned development. Westside plans to present the project to Town Council in Q3 of 2022. As part of the proposed project, Dawson Trails will make a significant contribution to the construction of the Crystal Valley Ranch Interchange.

Miller's Landing (Mixed Use) – Is a 65-acre site situated between Philip S. Miller Park and Downtown Castle Rock at the northwest corner of Plum Creek and I-25 with excellent access and visibility from the interstate. The Town of Castle Rock and the EDC originally created an Urban Renewal Authority (URA)



with the existing taxing entities at the site in 2012 to help attract a private developer, create a higher and better use at one of the Town's major interchanges, and mitigate the challenges associated with the municipal landfill, which occupied the property.

In 2017, P3 Advisors took ownership of the property, assembling the two parcels that made up the entirety of URA placing it under a single ownership and entered into a Public Finance Agreement (PFA) with the Town of Castle Rock and the URA. P3 Advisors removed the landfill in 2019 and have fully remediated the site, completed pre-construction planning and is actively marketing Miller's Landing to prime hotel operators and office users through national, regional and local efforts collaborating with Denver Metro Denver EDC and Castle Rock EDC. In 2022 P3 has formulated a phase one plan and is actively marketing the 18 acres as a mixed use development on the hard corner of Plum Creek & I25.

The Meadows (Commercial Office Industrial (COI)) – The Meadows is a master planned community located in the northwest corner of Castle Rock that includes both single family, multifamily, mixed-use, traditional office, medical office, recreation, and entertainment. The development is anchored by the Castle Rock Adventist Health Campus and the ACC Sturm Collaboration Campus. The Meadows COI ground has vast ability to attract primary employment to Castle Rock. In 2022 Saunders Commercial Development in partnership with Colorado Power Line Inc. and Lakewood Electric, Inc. purchased 15.5 acres and has broken ground on two 80,000 SF buildings. In addition, the EDC is engaging with several other prospects that include, a medical office building, family entertainment concept, boutique hotel, regional office expansion and educational facility expansion.

Downtown Castle Rock – The Downtown Development Authority (DDA) is charged with furthering development and place-making in Downtown Castle Rock using Tax Increment Financing (TIF) and is guided by a Plan of Development. The Plan of Development provides guidance from Town Council to pursue development projects, beautification and increase commerce. The success of recent redevelopment projects combined with the Town's and DDA's investment in Festival Park has driven some exciting new concepts to Downtown. The View broke ground in February 2022 and will include 14,000 SF of office space, 5,000 of restaurant space, 221 residential apartments, 399 parking spaces of which 100 will be dedicated to the public. In May, Douglas County Libraries broke ground on the Philip S. Miller Library. The library will be two stories, 62,000 SF and home to the administrative headquarters. In June, Town Council approved a TIF agreement for 221 Wilcox located at the corner of 3rd and Wilcox Street. This mixed-use project will include 28 residential apartments, 11,257 SF of office space, 8,353 SF of retail space, 28 subsurface and 27 offsite parking spaces.

Promenade (Retail/Mixed-Use) – The Promenade is a 200-acre site located between I-25 and Highway 85. Upon completion, the master developed site will bring a combined 900,000 SF of large-format retail, service, and restaurant space. Alberta Development Partners purchased the site in October of 2014 and is close to stabilization with approximately 800,000 SF that has been delivered to the market. Currently under construction on Block 3A is an independent Mexican restaurant and brewery concept Los Dos Petrillos. Additionally, the EDC is working with Alberta to bring a unique first in market restaurant concept to the development.

The Outlets at Castle Rock (Retail) – The Outlets at Castle Rock is located west of I-25 between Castle Rock Parkway and Meadows Parkway. The Outlets are the largest open-air outlet center in the State of Colorado and continues to be the economic engine of sales tax generation for the Town attracting visitors from around the region which fuels the critical services of the Town. IN-N-OUT Burger opened in early 2022 and construction on a new restaurant will begin later this year.



Prospect Challenges

While the qualified prospects and expansions present great opportunities they also expose one of our major challenges to primary employment in the community, the lack of office space. While low vacancy is great for our existing building owners, the lack of available office space works against both the retention and attraction of primary employment in Castle Rock. In Q2 of 2021 two primary employers were forced to leave the community due to lack of available office space to accommodate their growing companies. The factors working against Castle Rock were low vacancy rate, high rent/development costs, 1.8 M SF of "ready to go" available office space in DTC and the time needed to bring new construction to the market. All of these factors put Castle Rock in a very difficult position to attract and retain primary employers.

Development Roundtable

The Development Roundtable was established with the objective to bring Town staff and the development community together. To build trust, relationships, to improve communication and create best practices in the development of our community. The group meets quarterly under the principals of **YUMUTSU** (*Your Understanding, My Understanding, The Same Understanding*) for updates and discussion on topics impacting the development process.

2022 Discussion Items & Updates

- Creating a new Industrial Employment based Zone District
- Code Enforcement Related Items
- Revisions to Landscaping Criteria
- 2022 CIP & Top Long-Term Projects
- Building Inspections Scheduling
- CORE Elective Cooperative Updates
- Significant Development Coordination
- Subcommittee Updates

Sub-Committee Breakout Meetings

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

- 1. Meter Set Changes
- 2. Standard Detail for Water, Sewer & Stormwater
- 3. ColoradoScape Changes (Commercial/Industrial & Residential)
- 4. .67SFE
- 5. Turf Replacement Legislation
- 6. Standard Detail Revisions
- 7. Changes to Water Efficiency Plans for Developers
- 8. Landscape & Irrigation Changes
- 9. Draft Memo on Changes to Landscape & Criteria Manual
- 10. Permit Requirements

Development Process - Subcommittee was discussed at the May Development Roundtable meeting and began meeting monthly in June. This sub-committee is lead by the Town of Castle Rock Development Services Department and the private sector. The following topics have been discussed thus far:

- 1. Speed and predictability
- 2. Best practices
- 3. Quality of submissions



2022 Mid-Year Summary

While the first two quarters of 2022 were strong, the conflict in the Ukraine has demonstrated how globally dependent the US economy really is. While there may not be another single event to throw us into a recession, it seems a slow whittling away of positive trends are leaving the economy with mounting challenges, supply chain issues, inflation, escalating fuel prices, interest rate hikes are all slowly adding up. The stock market is demonstrating once again that capital flees uncertainty. The perplexing thing is that consumer spending remains robust, wages continue to grow and while many states and communities are stuck in "wait and see" mode Colorado and Castle Rock continue to remain strong growth markets. Many of Castle Rock's challenges remain, the lack of available office space remains a significant impediment to attracting and retaining primary employment. The solution has become increasingly murky as employers are all reevaluating how they will face the hybrid work environment and the rising costs of labor and materials. Castle Rock is fortunate to be in a position where many of our primary employers continue to grow and thrive.

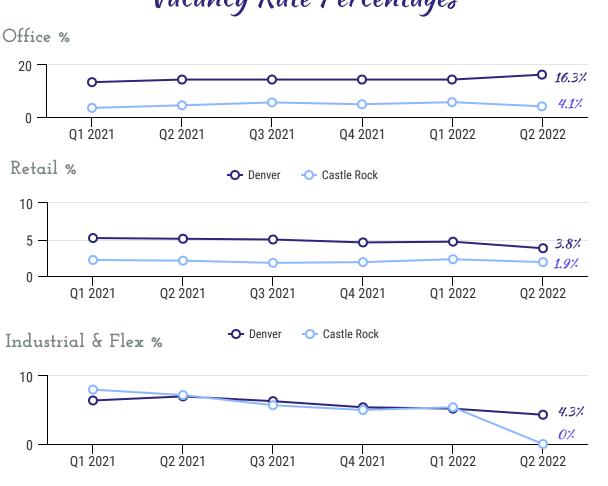
Respectfully,

Frank Gray CEO

2022 Mid Year Report











Industrial & Flex



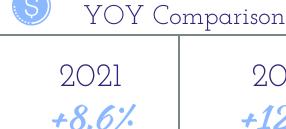
Data provided by NavPoint Real Estate Group; NNN Lease Rate

Unemployment Rate Comparison

-O- Castle Rock

Not Seasonally Adjusted, US Bureau of Labor Statistic

	July 2021	Oct 2021	Jan 2022	April 2022
Castle Rock	4.3%	3.3%	3.2%	2.6% *June, provided by CU Leeds School
Denver	6.2%	5%	4.3%	3.4%
State of CO	5.6%	4.4%	3.9%	3.1%
National	5.4%	4.6%	4%	3.6%



2022 +12.7%



2022 Mid Year Report









Recent Development Activity







The View

- Broke Ground February 2022
- 14,232 SF of Office Space
- 5,000 SF of Restaurant Space
- 221 Residential Apartments
- 399 Parking Spaces
- 100 of the 399 are Public

221 Wilcox

- · Approved by Town Council June 2022
- 28 Residential Apartments
- 28 Subsurface Parking Spaces
- 27 Offsite Parking Spaces
- 11,257 SF Office
- 8.353 SF Retail

Meadows

- COI Ground Two, 80,000 SF Industrial Flex Buildings Under Construction
- HQ Relocation Colorado Power Line Inc.
- Castle Rock Adventist MOB 3 Under Construction

Dawson Trails

- Proposed Master Planned Development
- 5,850 Residential Units
- 748 Acres of Open Space
- 3.2 Million SF of Commercial, Industrial & Retail

Montana Vista

- Office Development Complete
- 90% Leased
- Restaurant Concepts to Break Ground Q4 2022/Q1 2023

The Brickyard

- Redevelopment Project
- Mixed Use

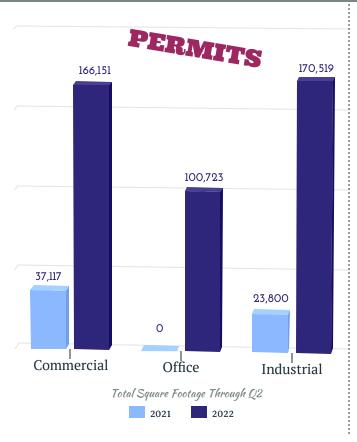
Business Development

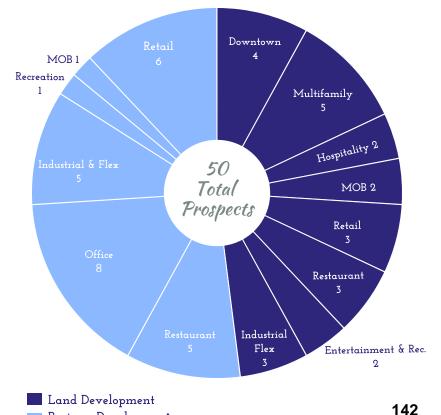
PSM Library

- Broke Ground May 2022
- Two Story 62,000 SF Library
- Douglas County Library Headquarters

NEW Construction

Development Prospects







29 July, 2022

Castle Rock Historical Society and Museum Report, 1 for 2022

The Castle Rock Museum continues to see improved visitor numbers. Many visitors this year were in Castle Rock to visit family after limits due to the pandemic. Many newcomers come to find out about their new community. During the last year the museum featured an exhibit on the history of the Telephone in Castle Rock. The telephone first came to Castle Rock in 1899. Telephone numbers were only two digits. Telephone calls were even routed over barbed wire. The exhibit featured old phones, a telephone booth and a 10lb cell phone. The Castle Rock Museum will celebrate its 25th year of operation in August of 2022. This year the museum will again feature an exhibit on the Civilian Conservation Corps Camp that was in Castle Rock during the depression. The exhibit shares the history of the area where a new trail is being built on the old Camp site. The museum operates four days per week, five hours per day as stated in the contract. However, the museum does serve additional groups such as school visits, scouts and civic programs at hours beyond the usual operating hours. Groups such as the Thunderbird car club came for a get together and lunch. The museum staff is continually engaged in curating and preserving museum artifacts related to the history of Castle Rock. The artifacts are principally acquired through donations. (This meets our objectives 1 and 2.)

For May Historic Preservation Month the museum conducted its second Scavenge the Rock downtown Scavenger Hunt. The program was a collaboration with the Town of Castle Rock, the Castle Rock Historic Preservation Board and the Downtown Merchants Association. The aim of the hunt is to expose a little Castle Rock history and introduce residents to local downtown business. (This meets our objectives 3 and 4)

We continue the summer downtown historic walking tours and the annual Trolley Tour. This year the trolley tour featured the Craig and Gould neighborhood. The museum and society are expanding their use of social media to supplement the in person activities. (These programs are designed to meet our objectives 5,6 and 7.)

The museum will continue to participate in other community events like Festival of Trees Fangtastic and the county fair where the museum can make a contribution. The museum staff also participates in history activities in other communities when appropriate. (This meets our objectives 6 and 8.)

We also enjoy the services of talented volunteers who work as docents, provide programs and exhibits, and do restoration repairs at the museum. Our IT department is principally volunteer. Society members sponsor many of our fundraising events.

Operating expenses for the museum for the first half year were \$40,300. Funds are principally used for salaries, utilities, maintenance and exhibits. Other funds which support the museum come from donations, fundraising events, gift shop sales, recycling and donated services.

#

Dgjlkg hOhr, Director, Castle Rock Museum

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

July 28, 2022

Re: 2022 Castle Rock Senior Activity Center 1st Half Town Contract Report

2022 has been a transitional year for the CRSAC as we continue to re-emerge from the pandemic. We are now seeing a change in our membership with more active older adults becoming involved. In 2019 our average age was 76, and now it is 73 with our 50-70 year old numbers growing. We continue to be "The Place" for older adults to find friendships, resources and activities for their Second Half. Through the programs and services we provide, we are giving older adults a community environment in which they can stay active and engaged with others. The types of programing we are able to provide are educational, social, health and recreational, as well as a wonderful environment to meet people and explore a variety of options to stay active and involved. We truly believe that our programs and services extend lives, giving older adults ways be connected in their community.

We have been voted "Best of the Best" again this year for Best Senior Services and Best Senior Community Center by Colorado Community News Papers. We are very proud of this accomplishment as it speaks to our mission of helping older adults stay independent, along with providing activities, programs and services. Just being available and around to talk to our older adults, gives us the opportunity to help them to stay safe at home and get the resources they need that are so instrumental so they can stay active and socially engaged.

This past year we have strengthened our partnership with the Town of Castle Rock in several areas. We are working with the Police Department's ROUK program by coordinating reassurance calls and hot meals for those clients. Both the Fire and Police Departments have presented several informational and educational programs to our older adults at the Center. We are also working with the Parks and Recreation Department to help us expand our sports leagues offerings this year.

Being a part of the community is very important to us, as we continue to find ways to support our community and give back by participating in, and supporting, local events. Our monthly "Dining to Donate" fundraiser not only helps us financially but also supports our local restaurants as well. You will see us helping out civic organizations such as the Rotary, Kiwanis and Civitan groups with local programming. We are also actively involved with the Chamber of Commerce in several of their programs, such as helping provide the artists shuttles for Artfest. This is in addition to the events we host yearly such as our Annual Golf Tournament, Craft Show and Senior Life Expo.

We continue to be active members in several groups, such as – Douglas County Transit Solutions, Douglas County Senior Council, Douglas County Community of Care, Douglas County Non-Profit Coalition and other community and transportation groups. We also believe in helping others in need, and each year we donate comfort items to the Cancer Closet at Skyridge Hospital, in addition to donating new and handmade items to Denver Health's Newborns in Need program.

The Castle Rock Senior Activity Center greatly appreciates the ongoing support we receive from the Town of Castle Rock and recognizes that we could not make the impact we do in the lives of Older Adults without your support. We believe that our partnership truly extends lives and helps older adults "Love Life in the Second Half."

I've attached several documents that support many of the statistics I've cited. Please feel free to let me know if you are in need of any other documents or have questions.

The Board of Directors and Staff of the Castle Rock Senior Activity Center thank you for all your support on behalf of our members and those we serve.

Sincerely,

Debbi Haynie
Executive Director
dhaynie@crgov.com

2022 PERFORMANCE OBJECTIVES

Programs and Activities

1.) Provide over an average 140+ activities and/or events per month that are recognized as essential components to healthy and successful aging.

We have been slowly adding back more activities and events each month as our members re-emerge from the pandemic. Our return to normal was been a little slower than we initially projected as at the beginning of the year, COVID numbers were on the rise and our older adults continued to isolate at home. We also have been experiencing a change in the way restaurants, venues and programs are operating now. We continue to adapt with these new changes and shortages in the workforce as well. We have discovered that we have to run multiple trips with smaller numbers to accommodate the businesses. One of the good things to come out of the pandemic is that many businesses have now made their activities/ programs much more portable. We have been able to offer more activities at the center such as, floral designing, wine making, bird watching, etc. These programs have been great and have drawn a good attendance.

Our membership continues to be very diverse, as we seek to provide programming to meet all their desires (see membership by age report). In the past year, we have seen an increase in the younger age range of seniors getting more involved with new experiences and activities. We also added new sport opportunities at beginning of the year – Bocce Ball and Badminton. These were a big hit and will return this fall.

2.) Continue to serve over 3200 (duplicated) senior participants each month with social, cultural and educational opportunities.

Our membership has greatly increased and rebounded since the pandemic. We currently have over 1079 members, as this is a 21% increase since this time last year. Over the past two years we have seen many members choosing not to renew till they felt safe again, but they are returning along with many new members. For this first 6 months of 2022, we gained 201 new members at the center.

We have also experienced our participation numbers grow and rebound also this year; as we are averaging 3963 participants each month (see attached Statistics Report). We are still limited due to the size of the venues being only able to accommodate small groups but when we have a large waiting list we run the trips more than one time.

* (See attached Participation Report & Center Statistics Report

Transportation

1.) Continue to provide over 650+ monthly shuttle rides to seniors and those adults with disabilities to medical appointments, social events and basic living needs.

New riders and ridership have steadily increased as we continue to emerge from the pandemic. Our Monthly average has grown to over 850 rides per month. We are seeing our rides out the area continue to increase as well, due to the lack of medical specialists in our area. While the number of rides have increased, we are still limited by vehicles and volunteers as to what we can provide. We continue to work with our riders to provide them a ride on different days if we are already full. Currently, we have provided 5137 rides in this first half of the year. This is 155 rides higher than our pre-pandemic numbers versus July of 2019. At the beginning of this year we added another Wheelchair Accessible vehicle to our fleet. This has opened up more availability for those riders in wheelchairs. We prioritize our ride requests by medical first, nutrition and grocery second and then by local priority. We currently have 3 to 4 vehicles on the road for the shuttle service Monday thru Friday, and an average of 10-12 specials each week which are one-on-one rides to medical appointments outside our shuttle area (i.e., VA Hospital, Swedish Hospital, etc. This number has doubled over our prepandemic numbers in 2019.

2.) Add at least 75 new riders to the transportation program in 2022.

As of June 30, 2022 we have added 122 new riders to our program. This is 40% increase from same time year prior.

*Please see the Rider Numbers and Trip Classification Report.

Health & Wellness

1.) Continue to provide VOA low cost meals 3 times a week, and continue to coordinate Meals on Wheels weekly home deliveries to qualified clients.

Our Hot Lunch Program is returning to its pre-pandemic attendance numbers, however we have not added back the Friday hot meal service at the Center yet. We hope to bring Friday's back this fall. We have partnered with the Town of Castle Rock and are receiving CDBG Funding to deliver hot meals to our Low Income Senior Housing Communities such as Oakwood, Auburn Ridge and Castle Rock Apartments. This program has been very successful and continues to reach even more of our older adults each month. Our biggest hurdle has been finding volunteers, but being a part of the Town's volunteer portal has given us

more exposure and has helped us recruit more volunteers for this and other programs.

2.) Continue to expand the wellness programming to serve the needs of the seniors.

As we continue to bring back our legacy programs, we have found that some have lost their funding and no longer exist. We have had to be creative and reach out to many new organizations and community partners to refund and revive them. Some examples are – we are working with the Castle Rock Fire Department to bring our Blood Pressure checks back once a month starting this fall. We also working with Nymble Science to re-imagine the "Matter of Balance" classes. One of our newer programs that we are very excited about is a seated dance class, we are partnering with the Shall We Dance Organization. This will be a great exercise program for those with balance or mobility issues. We are looking at adding traditional dance classes this fall too.

*See attached VOA/MOW Program Report & Center Statistics Report.

Center Objectives

1.) Be a leader in the community outreach for Senior Resources – June 29thth, 2022 8th Annual Senior Life Expo – Douglas County Events Center.

We had GREAT turn out for the event this year, considering that we are still in a transition year coming out of the pandemic. We are still hearing from some of our older adults as they not comfortable in large crowds yet. But despite this, we had over 720 people attend this event with 88 total booths sharing resources and information. We also successfully brought back the individual presentations by community partners and added demonstrations on the event floor. Castle Rock Police and Fire teamed together to demonstrate "Movement Skills for Senior Safety & Safety Fitness". We also had the TOCR Parks and Recreation department present a demonstration on Pickle ball, Badminton and Bocce Ball.

Please put on your calendars June 28th, 2023 for our 9th Annual Senior Life Expo.

Attachments:

- 1. Membership/Age Gender Report 2019
- 2. Membership/Age Gender Report 2022
- 3. Center Statistics Report
- 4. Center Participation Report
- 5. Rider Numbers and Trip Classification Report
- 6. VOA/MOW Program Report



July 29, 2022

Shannon Eklund Executive Assistant Town Manager's Office Town of Castle Rock 100 N. Wilcox Street Castle Rock, CO 80104

Re: 2022 Mid-year Report for Douglas County Housing Partnership

Dear Shannon:

Enclosed is the 2022 mid-year report for Douglas County Housing Partnership, a Multijurisdictional Housing Authority (DCHP). Overall, DCHP is proud to be on-track with 2022 goals and objectives for the Town of Castle Rock.

We rely on the continued support and membership from the Town of Castle Rock to provide programing and assist residents with a variety of housing needs. With the Town of Castle Rock funding, in conjunction with funding from the City of Lone Tree, the Town of Parker, the City of Castle Pines, and Douglas County, DCHP has been able to accomplish its mission and goal of providing housing opportunity and stability through the following programs:

- Budget and credit improvement counseling
- Homebuyer counseling services and educational classes
- Down payment assistance to first-time homebuyers
- Foreclosure mitigation counseling services
- Home Equity Conversion Mortgage (HECM), reverse mortgage counseling for seniors
- Low-Income Housing Tax Credit and other rental housing
- Emergency rental assistance in 2021 (ended Q1 2022)
- General housing partnerships to provide and develop affordable housing options

Please let me know if you have any questions or would like more information about DCHP programs or services.

Sincerely,

Maria Ciano
Executive Director



Douglas County Housing Partnership 2022 Mid-Year Report (January-June)

Homebuyer Education

The Homebuyer Education program provides educational support for first-time homebuyers. This education equips community members with the information needed decide if they are ready to purchase a home. Douglas County Housing Partnership (DCHP) offers Homebuyer Education in person and on-line.

Households Attended 2022	292	
Households from the Town of Castle Rock Year to date (YTD)		27
2022 Performance Objective		40

Home Ownership Program

The Home Ownership Program provides assistance to community members who need financial support to purchase a home in Douglas County. The support is provided as a \$15,000 amortizing second mortgage at a below market interest rate or as an investment by DCHP (shared equity) up to 20% of the purchase price (\$34,000 max) which is repaid when the home is sold or refinanced.

DCHP has many clients actively seeking a home purchase in Castle Rock, but the market is limited and extremely competitive at the required price point.

Households Participated 2022	0
Households from the Town of Castle Rock YTD	0
2022 Performance Objective	3

Foreclosure Mitigation Counseling

This Foreclosure Mitigation Counseling program assists households who are delinquent on their mortgages to the point that their lender has filed for foreclosure. DCHP Counselors help residents determine their options, including working with their bank for a loan modification to keep them in their home.

• YTD 2022 DCHP has an average 66% capture rate of preventing foreclosure through loan modifications.

Households Counseled	55
Households from the Town of Castle Rock YTD	17
2022 Performance Objective	7

Loans Modified	31
Households from the Town of Castle Rock YTD	13
2022 Performance Objective	N/A

Home Equity Conversion Mortgage (HECM)

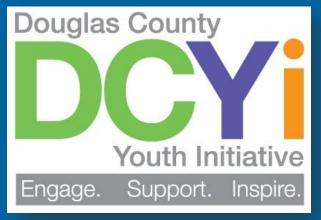
The HECM program, commonly known as a reverse mortgage, provides counseling to homeowners over the age of 62 to help them understand how to determine if they should tap into the equity in their home to use the monies for living expenses. The counseling focusing on ensuring residents understand all the implications of the decision to obtain a reverse mortgage.

Senior Households Counseled for HECM	214
Households from the Town of Castle Rock YTD	15
2022 Performance Objective	10

Rental Housing

DCHP owns 125 rental units in Castle Rock, CO. Of the 125 units, 111 are affordable to seniors, people with disabilities, and households needing emergency housing options with income at or under 60% of the area median income (AMI). Additionally, DCHP is working with Bridgewater Castle Rock, which is currently under construction and will offer low-income housing for seniors, memory care, and assisted living by providing Private Activity Bond Cap. Also coming soon, DCHP is partnering with Ulysess Development as a Special Limited Parter and will issue Private Activity Bond Cap for the Castle Rock Senior Affordable development, which is expected to provide an additional 200 units of multi-family, affordable apartment homes for seniors.

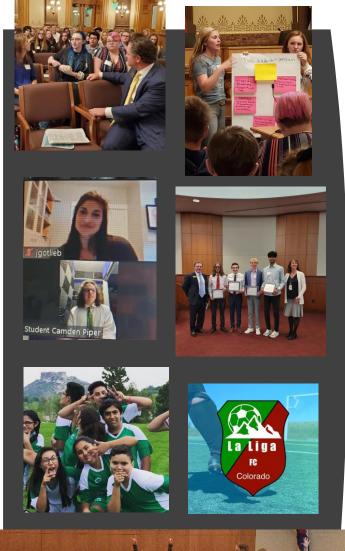






2022 Douglas County Youth Initiative Mid-Year Report, Marsha Alston, Manager







DCYI Programs:



La Liga soccer, basketball, 4H, and music lessons!



Youth Empowerment Seminars for kids in Truancy Court, same as kids in Teen Court



Project Upstream: Five meetings held at Mesa Middle School last year



Lunch-n-Learns for each of the identified issues, to include vaping and substance abuse



Continue working with families who are system involved, via WRAP



"Take 10" – a bi-weekly email highlighting various topics of interest, e.g., Back to School Anxiety, Self-Esteem, 40 Assets, and Reducing Stress in a fast paced County



Meet with youth groups to ask what they see as needs and gaps

Issues that are facing DC youth and families today



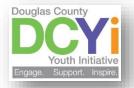




- DCYI is working to coordinate services/programs that already address these issues, leveraging existing work.
- Additionally, DCYI helps develop new ideas, building programs in incremental and tangible steps based on shared priorities. See next page for examples.

- 1. SUBSTANCE ABUSE #1
 REQUESTED TOPIC FOR YOUTH
 CONGRESS; THIS INCLUDES
 ALCOHOL AND VAPING
- 2. MENTAL HEALTH
 RESOURCES AND
 COORDINATION
- 3. ESTABLISHING A TRAUMA INFORMED COMMUNITY
- 4. Youth transportation
- 5. YOUTH VOICE AND

 LEADERSHIP OPPORTUNITIES
- 6. Pro social and MENTORSHIP
- 7. PARENT EDUCATION



DCYI - Strategic *Doing in 2022*

Outstanding Youth Awards

Each Spring, DCYI selects 10 outstanding youth who have overcome personal adversity and created positive change in their lives. The awards program provides business, community and civic leaders an opportunity to actively demonstrate their belief and support for the young people in our community.

Youth Congress

Each Fall, students are invited to work with community and elected officials in a Youth Congress that allows them the opportunity to share their ideas and give feedback on issues pertaining to them. Held at the State Capitol, 9-12 graders, hear from subject matter experts on a variety of issues, and then tackle solving these complicated problems. From unifying the teen curfew, to working on the prevention of bullying, these students learn how challenging it is to govern and how they can make a difference by working together.

Educational Series

DCYI hosts quarterly Lunch-n-Learns presenting a variety of topics. When DCYI learns of a topic or issue that the community may be interested in, we invite speakers to present to our community. We have offered presentations on, Autism, Mitigating Negative Behaviors, Prevention of Teen Suicide, and Drugs in our Community. Well attended and well received, DCYI is proud to offer these trainings to the community.

Truancy Project

Working with the court system for youth involved with Truancy, 10+ absences, both excused and unexcused. Working with youth on obtaining their GED's if over the age of 17. Working with numerous community partners to ensure kids go to school.

QUICK REMINDER: WHAT IS OUR LARGEST PROGRAM, WRAPAROUND, ALL ABOUT?

- Free
- Voluntary
- Work with families with youth, ages 5-21
- Work in the home, for 12-24 months
- Trying to keep kids, safe, healthy, and remain in the home
- Get to know the whole family PLUS their neighbors, friends, relatives, teachers, doctors, etc.
- Clients: Self-referral or from an agency; mostly DCSD schools and Human Services/Child Welfare
- Review each family on a scale of 10 life domains, calculated, via their needs

Example:

- Grandparents raising two girls, 5th and 7th grades
- 5th grader in Social Emotional Learning classroom, part of Special Ed
- 5th grader has been hospitalized numerous times; out of control behaviors
- Family has Kaiser
- WRAP:
- Meets with family 1 a week
- Meets with school to help
- Coordinates services
- Arranges for services
- Listens
- Family has stated that we have done more for them than any other service
- Working with the family on how to parent children coming from a very dysfunctional setting
- Their domain number: 6, or 60%

TEN LIFE DOMAINS									
1 SCHOOL	2. MENTAL HEALTH DX	3. CHILD WEL- FARE	4. COURT	5. POLICE/ DCSO	<u>6.</u> GEN	Z. HEALTH	<u>8.</u> Basic Needs	9. PARENTING	10. FINANCES
TRUANT	HOSPITAL	OUT OF HOME RISK; LOW, MED, HIGH	CHARGES	GENERAL INVOLVEM ENT	DV	SUB- ABUSE	HOUSING	LACK OF PARENTING SKILLS	LACK OF RESOURCES
DISRUP- TIVE	MH DIAGNOSIS	DHS INVOLVE MENT	PROBATION	REPEAT VISITS	TRAUMA	DIS- ABLED	TRANS- POR- TATION	BEYOND CONTROL	UNDER EMPLOYED
EX- PELED	BIPOLAR		DYC	KNOWN TO PATROL AS HIGH RISK	ADOPTED	ILLNESS	FOOD	PARENTAL CONFLICT	UNEMPLOYED
SUB- STANCE ABUSE	SUICIDE / SUICIDAL IDEATION		PRE TRIAL		FOSTER CHILD	OBESE	NO HEALTH INSUR- ANCE	LACK OF RESOURCES; TRAININGS, EUDCATION	UNDER INSURED/NOT INSURED
BULLIED	CUTTING		OPEN NEGLECT CASE		INCARCA- RATED	<u>TBI</u>		LACK OF SUPPORT	CAN'T AFFORD DEDUCTIBLE
IEP/SSN/ BEHV PLAN	PTSD		DIVERSION		HI CON- FLICT DIVORCE	MS		LACK OF RESPITE	

Is WrapAround helpful? We were amazed at the contacts, analysis and services that Marsha, Patsy and Tena were able to introduce to us. After getting to know us and our challenges, they were able to identify the need for Trauma Therapists and help us get our 2 granddaughters into better individual therapy as well as Family Therapy. Different from other services? Yes. They provided weekly high touch follow up and made great recommendations as our family issues evolved. It was nice not feeling like we were on a 45 min. clock with a provider. Did you enjoy working with Marsha, Patsy and Tena? Definitely. When the school suggested Wrap Around services, I was a little skeptical that we would get a significant benefit, but these women certainly are knowledgeable. caring and spot on with their recommendations. We can definitely see improvement in our granddaughters' behavior at home.

Marsha also facilitated a conference call with the 4 therapists from 3 different organizations who work with our granddaughters to provide a forum for sharing their insights and therapy focus. It was an excellent session and everyone found value in the collaboration and suggestions.

DCYI Goals 2022:

Continue assisting students in graduating from High School; 11

-AND-

- Continue to increase attendance to DCYI events
- Work on Teen Court Programs
- Work on promoting Sources of Strength helping develop a community promotion plan with DCSD
- Continue developing a strategic plan focusing on relevant topics:
 - Parent Education and resources
 - Coordination of mental health services and resources
 - Substance Use Prevention
 - Youth Mentorship
 - Developing youth leadership
 - Transportation
 - Sex Trafficking
 - Fentanly



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 6. File #: ID 2022-088

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Development Services Project Updates

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

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

Please see the attached Staff Memorandum for project details.





AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director of Development Services

Title: Town Manager Report – Development Project Updates

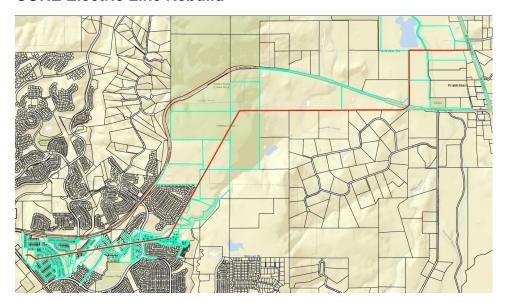
This report contains development updates and new submittals or requests that have been submitted to staff since the last update to Town Council. The high growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans, as well as 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 <a href="https://creativecom/creat

New Quasi-Judicial Applications Requiring Public Hearings

No new Quasi-Judicial Applications were submitted

New Pre-Application Meeting Requests

CORE Electric Line Rebuild



A pre-application meeting request seeking information on application and submittal requirements for a maintenance project which is currently being engineered and designed by CORE Electric Cooperative. The project will include the design and rebuild of the single circuit 115kV transmission line which is approximately 4.8 miles long and begins at the Castle Rock

Substation at 668 N. Ridge Road and ends at the Franktown Substation at 2316 Kelty Road. New poles will be taller, and existing wood poles will be replaced with self-supporting, weathering steel monopoles. Timing of this project is tentatively slated to begin in April 2023. The project is located in and adjacent to Councilmember Cavey and Johnson's Districts.

U-Haul Site Development Plan Amendment



A pre-application meeting request was submitted seeking information on application and submittal requirements to amend the approved Site Development Plan for U-Haul located at 2269 Manatt Court. The general location is the northeast corner of South Wilcox and South Perry Streets. The applicant is proposing two of the buildings to be built with a double-sloped roof instead of the single-sloped roof that was previously approved. The proposal is located in Councilmember Dietz's District.

Meadows Filing 19 Site Development Plan - Baxter Automotive



A pre-application meeting request was submitted seeking information on application and submittal requirements for a new auto sales and service complex in the Meadows Filing 19. The general location is the southwest corner of Castle Rock Parkway and Highway 85. The applicant is proposing to build three independent auto dealerships ranging in size from 30,000 to 40,925 square feet and a 19,400 square foot auto body shop on a 27.1-acre site. The proposal is located in Councilmember Hollingshead's 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.
- Buffalo Wild Wings, building and site construction, located on the southwest corner of Factory Shops Boulevard and New Memphis Court.
- Cuba Cuba, site plan approved for enclosed patio, located at 6375 Promenade Parkway.
- Los Dos Portrillos, pad site plan, construction documents, and restaurant site plan review for new 7,400 square foot restaurant, located west of TJ Maxx off Promenade Parkway.
- Chipotle pad site, site plan and construction documents review, to realign infrastructure for a future Chipotle, located off Promenade Parkway north of Sam's Club.
- Promenade Commons Park, site plan, plat and construction document review for 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.
- Lazy Dog Restaurant site plan review for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
- Whole Foods, site plan amendment to add EV charging stations in the existing parking

lot, located at 6384 Promenade Parkway.

Meadows:

- Access road, construction documents approved for public street construction that will support future commercial/office developments, located northwesterly of the North Meadows Drive roundabout.
- Aspen View Academy, building and site construction for an addition, located at 2131 Low Meadow Boulevard.
- Bridge and access road, site construction, connection of the roundabout on North Meadows Parkway south, and then east crossing Plum Creek.
- Castle Rock Adventist Hospital Medical Office Building and site constriction for a new 70,000 square foot medical office building, located at 2350 Meadows Boulevard.
- Castle Rock Industrial at the Meadows Lot 1, site and building construction for new 80,000+/- square foot warehouse space, located on the future Timber Mill Parkway north of North Meadows Drive.
- Castle Rock Industrial at the Meadows Lot 2, site and building construction for new 80,000+/- square foot warehouse space, located on the future Timber Mill Parkway north of North Meadows Drive.
- Grading only completed for future development, located south of the roundabout at North Meadows and Timber Mill Parkway.
- Kum and Go, site plan review for elevation changes and site construction for a 5,620 square foot Convenience Store and Fuel Canopy, located at the northwest corner of Meadows Parkway and Lombard Street.
- Lot grading, retaining wall, and waterline construction plan review and plat, located on vacant commercial lots north of the AMC theatre.
- The Learning Experience, revised site development plan and construction planreview for a 10,000 square foot, single-story daycare center to be located on Meadows Boulevard between Springbriar Drive and Shane Valley Trail.
- Timber Mill Parkway and 4 lots, plat review, located on the north side of North Meadows Drive at the Timber Mill Parkway Roundabout.
- Meadows Azure site plan approved for updated setback information, located at Wolfensberger and Felicity Loop.
- Meadows Filing 16 Parcel 6, site plan review for 77 single-family lots located on the northeast side of Coachline Road.
- Meadows Parkway Intersection improvements, construction document review for improvements to the intersections of Meadows Parkway at Regent Street and Lombard Street.
- Meadows Senior Multi-Family, site plan review for a new 4-story senior housing apartment development with 200 units, located near North Meadows Drive and Timber Mill Parkway.
- Meadows Town Center Townhomes/Mixed-use, site plan review for 85 residential units with approximately 6,248 square feet of retail, located on three lots off Future Street.
- Moore Lumber at the Meadows, site construction for a new 16,880 square foot retail, warehouse and office building, located at the north end of Regent Street.
- Prairie Hawk Dental, site plan review for new 5,100 square foot dental office building, located at the northeast corner of Prairie Hawk Drive and Limelight Avenue.
- Sol Danza Auto Repair, site plan review for new 4,600 square foot automotive service center, located near the intersection of Prairie Hawk Drive and Sol Danza Drive.

Downtown:

- 221 Wilcox Street, construction document review for demolition of an existing parking lot and excavation for future mixed-use building with 38 residential units and 8,100 square foot retail space, located on the southwest corner of Wilcox and Third Streets.
- Circle K, site plan review for new 3,700 square foot convenience store to replace the existing building on the site. Located at 310 South Wilcox Street.
- Douglas County Libraries, building and site construction for 62,000 square foot library building and demolition of the existing building, located at 100 South Wilcox Street.
- Encore, site plan amendment approved for façade changes for Block and Bottle, Slab Deli and Market, located at 20 North Wilcox Street.
- Perry Street Social, site development plan review to create a mini entertainment district, located at 404 North Perry Street.
- Pizza Hut Retail Center, building and site construction for a new commercial center located at 340 South Wilcox Street.
- Railroad Quiet Zone, Town project, construction plan review forimprovements at 2nd Street, 3rd Street, and 5th Street.
- The View, site and building construction for a 6-story building with mixed-uses including 218 residential units, located at 6th Street and Jerry Street.

Dawson Trails Residential/Commercial:

 Dawson Trails, Planned Development Plan amendment under review for 2,064 acres with 5,850 residential dwelling units and a maximum of 3,200,000 square feet of commercial/non-residential uses, located to the west of I-25 and generally south and north of Territorial Road.

Other Commercial Projects throughout Town:

- 105 West Brewery, site development plan approved for façade and proposed silo, located at 1043 Park Street.
- 282 Malibu Commercial buildings, site development plan amendment review for a new patio and site construction for two 4,000 square foot commercial buildings, uses are unknown at this time, located at 282 Malibu Street.
- Castle Inn, site development plan approved for façade changes, located at 200 Wolfensberger Road.
- Castle Rock Auto Dealerships, site development plan review for service center expansion, located at 1100 South Wilcox Street.
- Castle Rock Auto Dealerships, site plan amendment approved for façade changes to the Ford Dealership, located at 1404 South Wilcox Street.
- Castle View Baptist Church, Construction plan review for water main extension per IGA, located north of Macanta on Crowfoot Valley Road in unincorporated Douglas County
- Founders Marketplace, Liberty Express Carwash, building TCO and site construction, located northeast of 5th Street and Founders Parkway.
- Founders Marketplace, Retail building, site development plan approved for mixed-use retail building, located on Ridge Road between King Soopers Fueling Station and IREA substation.
- Garage Condos, site and building construction, located on Liggett Road.
- Heckendorf Ranch Retail, site construction for a new 8,100 square foot retail building located on Crystal Valley Parkway west of Plum Creek Boulevard.
- $\circ\hspace{0.4cm}$ Outlets at Castle Rock, site development plan review, two new pad sites on west side

- of the mall on Factory Shops Boulevard.
- o Phillip S. Miller Regional Park, construction plan approved for Play Loop Trail.
- Plum Creek Golf Course, building and site construction for a new clubhouse, located at Plum Creek Boulevard and Players Club Drive.
- Sanders Business Park, site development plan, plat and construction documents approved for 2.4-acre site, located south of The Plum Creek CommunityChurch. The future use is a facility for distribution of heating and plumbing equipment.
- Sanders Business Park, site plan and construction documents approved for approximately 51,000 square feet of industrial flex space, located south of The Plum Creek Community Church.
- StorQuest, building and site construction for new 98,000 square foot self-storage and RV parking, located off Liggett Road west of Kellogg Court.
- T-Mobile small cell sites, construction documents for 4 locations in the public right-ofway: 1) Park Street and 8th Street, 2) Factory Shops Blvd & New Memphis, 3) Factory Shops and Outlet Entrance, 4) Limelight near Hospital ER Entrance.
- The Brickyard, erosion control and demolition plan review for demolition of existing building on 4.5 acres, located on the south end of Prairie Hawk Drive.
- The Famous Steak House, site development plan and interior building renovation, located in former Jarre Creek Brewery building south of Chili's.
- U-Haul self-storage, site construction and buildings permitted for site, located on I-25 East Frontage Road north of South Perry Street and Manatt Court.
- Verizon small cell sites, construction documents for multiple locations in public right-of-way: 1) Factory Shops Boulevard and New Beale Street, 2) Promenade Parkwayand Castle Rock Parkway (approved plans), 3) Promenade Parkway (approved plans), 4) Castlegate Drive West (approved plans), 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) South Valley Drive north of Plum Creek Parkway, 9) Low Meadow Boulevard and Night Song Way, 10) South Gilbert Street between Gilbert and Sellers Drive at Birch Avenue, 11) Foothills Drive and Soaring Eagle Lane, 12) Foothills Drive and Morning View Drive.
- Walmart, site development plan review for new drive-through ATM at the west end of the existing parking lot.
- Woodlands Medical Office Building site plan review for new 14,336 square foot medical office building located near Woodlands Blvd and Barranca Drive.
- Your Storage Center, building TCO for 23,800 square foot indoor car storagebuilding, located on the east I-25 Frontage Road north of Perry Street.
- Zaika Indian Restaurant, site plan review to enclose the existing patio on the south side of the building, located at 78 Allen Street.

Residential Development Activity:

- 302 North Lewis Street Historic Preservation application, 830 square foot detached garage.
- 306 North Lewis Street Historic Preservation application, 400 square foot addition.
- Alexander Way, annexation petition for 73.76 acres of land, located north of Alexander Place and Brewer Court.
- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa, site plan, plat and construction documents approved for relocation of existing detention pond, located north of Mesa Middle School off Mitchell Street.

- Canvas at Castle Rock, site construction for 102 townhome units, located at Plum Creek Boulevard and Crystal Valley Parkway.
- Canyons South Longstory Avenue, under construction for water and sanitary mains for future development, located in Douglas County on the east side of Crowfoot Road.
- Canyons South Filing No. 3, construction plan review for water and sanitary mainsfor future development, located in Douglas County on the east side of Crowfoot Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and West Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between West Loop Road and the Lanterns property.
- Crystal Valley Ranch, construction plan review for a recreation facility that will servethe new single-family home project, located at the southeast corner of West Loop Road and Crystal Valley Parkway.
- Diamond Ridge area, plat for single-family home and outbuilding, located west of Nova Place cul-de-sac.
- Echelon (formerly Caliber at Terrain), site and building construction for a 238-unit multi-family development, located in the northeast quadrant of Founders Parkway and State Highway 86.
- Founders Village, site construction, detached single-family home neighborhood, located northeast of Mikelson Boulevard and Mitchell Street.
- Founders Village the Enclave, site construction, 88 additional townhomes tocomplete the existing development located at Enderud Boulevard and Wagonwheel Trail.
- Greystone Townhomes, construction plan and plat approved for one three-story building with 5 units, located northwest of Plum Creek Parkway and Gilbert Street.
- Hillside, site plan and construction document re-approval, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, home construction, 107 single-family lot subdivision, located in the northerly portion of the project.
- Lanterns/Montaine, home construction, 85 single-family lot subdivision, located in the south-central portion of the project.
- Lanterns/Montaine, grading and construction documents approved, 133 single-family lot subdivisions, located in the southeasterly portion of the project.
- Lanterns/Montaine, site construction for 165 single-family residential lots, located in the east interior of Montaine Circle and southeast portion of the property.
- Lanterns/Montaine, site construction for 82 single-family residential lots, located in the northerly interior of Montaine Circle.
- Lanterns/Montaine, site construction for 68 single-family residential lots, located in the northerly interior of Montaine Circle.
- Lanterns/Montaine, subdivision plat, construction documents and erosion control plans approved for 183 single-family residential lots, located southwest of Montaine Circle.
- Lanterns/Montaine, construction documents approved for 117 single-family residential lots, located at the northeast corner of the Lanterns development.
- Lanterns/Montaine, site construction for family amenity center, located on the northeast corner of East Montaine Circle.
- Lanterns/Montaine, subdivision plat and construction documents for 182 single-family residential lots, located southwest of Montaine Circle.
- Liberty Village, site development plan review, 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.
- Liberty Village, site construction for 19 lot single-family project at Missoula Trail and Castle Oaks Drive and completion of Castle Oaks Drive/bridge replacement within the Cobblestone Ranch property.
- Meadows, site construction, 209 single-family lot subdivision, located north of Red Hawk subdivision and west of Prairie Hawk Drive.
- Meadows, site construction for 57 single-family detached homes on the east andwest sides of Coachline Road north of Wolfensberger Road.
- Meadows, plat and construction documents for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Meadows South, home construction for 116 single-family attached homes on the south side of Wolfensberger Road and adjacent to Philip S. Miller Regional Park.
- o Meadows, Paint Brush Park, Town Project, tributary improvements plans in review.
- Memmen Young Infill, rezoning, site development plan review, and associated 5-acre annexation under review, located west of Ridge Road and north of PlumCreek Parkway.
- Plum Creek Residential Planned Development plan amendment for single-family lots, located near the intersection of Mount Royal Drive and Prestwick Way.
- The Oaks Filing 2A, site development plan review for 114 single-family lots on 165+/acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Oakwood Apartments, site construction and building permits, for senior housingproject redevelopment, located on the northeast corner of Front Street and Oakwood Drive.
- Red Hawk, home construction, 29 single-family home project, located south of Melting Snow Way and east of Bent Wedge Point.
- Ridge at Crystal Valley, site construction for 142 single-family home project, located southwest of the Loop Road in Crystal Valley Ranch.
- Terrain North Basin, Phase 1, site construction for approximately 96 single-familyhome project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site development plan review for approximately 105 single-family home project, located along Castle Oaks Drive.
- Terrain Sunstone Village, home construction, 120 single-family home project, located south of intersection of State Highway 86 and Autumn Sage Street.
- Terrain Upper Sunstone, home construction, 261 single-family home project, located south of State Highway 86 and east of King Soopers/Ridge Road.
- The Oaks Filing 3, home construction, 117 single-family home project, located on South Ridge Road west of Appleton Way.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 7. File #: ID 2022-089

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: Kevin Wrede, Planning Manager

Update: Quasi-Judicial Projects

Executive Summary

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

New Quasi-Judicial Applications

No new Quasi-Judicial applications were submitted.

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.





AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: Kevin Wrede, Planning Manager

Title: Update: Quasi-Judicial Projects

Executive Summary

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

New Quasi-Judicial Applications

No new Quasi-Judicial applications were submitted.

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

Alexander Way Annexation and Planned Development Plan:



The property owner has submitted an annexation petition to annex 73.76 acres north of the Alexander Place and Brewer Court intersection. The project is being referred to as Alexander Way. The property owner has submitted an application for a Planned Development Plan and Zoning Regulations for the annexation area and a 4.2-acre parcel

that is already in the Town, for 77.96 acres total. The applicant is seeking zoning which would allow for 53 single family homes, 24 live/work units, and includes 30 acres of open space. This project will require public hearing before the Planning Commission for review and recommendation and Town Council for review and final decision. The proposal is located adjacent to both Councilmember Cavey and Councilmember LaFleur's districts.

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



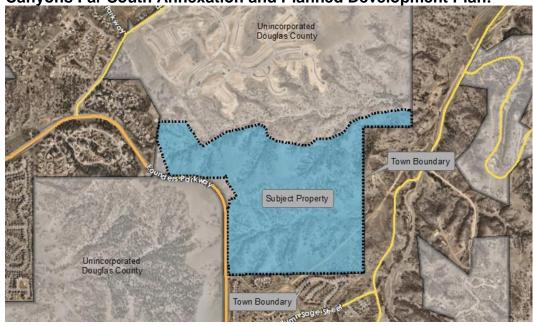
The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge, which is approximately 6 acres in size and generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn Ridge 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 and the SDP amendment seeks to rearrange the buildings on the site to reduce impacts to surrounding neighbors. The project is known as Auburn Heights Apartments and proposes a total of five apartment buildings containing a total of 104 units, a clubhouse, pool, dog run, playground, and 222 parking spaces. 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 hearing before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is located within Mayor Pro Tem Bracken's district.

Avilla at Founders Site Development Plan:



The property owner, NexMetro Communities, has submitted an application for a Site Development Plan (SDP) proposing a 105 unit for rent community on approximately 9 acres. The 105 units are composed of 71 single family detached homes and 17 paired homes (34 units). The property, which is within the Bella Mesa Planned Development (PD), is located at the northwest corner of Mikelson Blvd. and Mitchell St., south of Mesa Middle School. 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 in Councilmember Johnson's district.

Canyons Far South Annexation and Planned Development Plan:



The property owner has submitted an annexation petition to annex a 409-acre site located south of Crowfoot Valley Road, east of Founders Parkway, north of Crimson Sky Drive and west of Castle Oaks Drive into the Town of Castle Rock. The owner has also submitted a Planned Development Plan for zoning of the property for a new neighborhood consisting of 474 single-family homes and 50,000 sq. ft. of neighborhood commercial. The annexation and zoning will require public hearing before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is adjacent to Councilmember Cavey's district.

Chateau Valley Site Development Plan:



Highline Engineering & Surveying has submitted an application for a Site Development Plan(SDP) proposing a 423-unit residential subdivision on 113 acres. The 423 units is composed of 297 single family detached homes and 63 paired homes (126 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 in Councilmember Johnson's district.

Dawson Trails Planned Development Plan:



The property owner has submitted an application for the Dawson Trails Planned Development Plan for approximately 2,062 acres located in the southwest quadrant of Town, west of I-25 and generally north and south of Territorial Road. The PD Plan proposes a maximum of 5,850 dwelling units and a maximum of 3,200,000 square feet (sf) of commercial/non-residential uses. The proposed open space is 748 acres, for a total of 36% open space. The public land dedication is 227.6 acres, 11% of the site. The PD Plan also reflects the proposed alignment of the west frontage road along I-25 in coordination with the Town's future Crystal Valley Interchange location. The Planned 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 within Councilmember Dietz's district.

Downtown Circle K Site Development Plan:



Land Development Consultant, on behalf of Circle K, has submitted for a Site Development Plan for a new 3,700 sq. ft. convenience store building to replace the existing 1,838 sq. ft. building. No changes are proposed for the existing fueling station, which is to remain open during construction of the new convenience store building. The property is approximately 1.8 acres in size and located at 310 S. Wilcox St. in Downtown Castle Rock, south of the Castle Rock library. The SDP will require a public hearing before the Design Review Board (DRB) for review and final decision. The project is located within Councilmember LaFleur's district.

Dunkin Donuts Site Development Plan:



Ethos Architecture Group, on behalf of property owner Linden Partners, has submitted a Site Development Plan for a 2,340 square foot Dunkin Donuts with drive through. The proposed location is a 1.13-acre lot at the north east corner of Founders Pkwy. and Aloha Ct. within the Founders Marketplace development. The proposal is subject to the Town's Residential/Non-Residential Interface to the north and is subject to a 25-year completion clause requiring public hearings before Planning Commission and Town Council. The project is located within Councilmember Cavey's district.

Meadows - Affinity Senior Multi-Family Site Development Plan:



The property owner has submitted a Site Development Plan on a 7-acre site that is located south of Meadows Parkway, east of the movie theater and west of the Plum Creek Trailhead parking lot in the Meadows (Map attached). An SDP has been submitted and routed for an active adult, age-restricted development to include 174 units for lease at market rate. The 4-story building includes 1st floor parking. Amenities planned include a theater room, fitness center, game room, pub, golf simulator, indoor pool, workshop and community garden. The proposal requires public hearing before the Planning Commission and Town Council. The property is located in Mayor Pro Tem Bracken's district.

Meadows Town Center Site Development Plan:



The property owner has submitted a new quasi-judicial application for a Site Development Plan for a proposed mixed use development of 3 parcels in the Meadows Town Center, located on Future and Mercantile Streets. The Garrett Companies is proposing 85 residential units as a combination of townhomes and mixed use apartment buildings. Approx. 6,248 sf of retail space will be available on the ground floor of one building. Amenities on the site include surface and garage parking, and outdoor pool and gathering area. Public hearings before Planning Commission and Town Council are required. The property is located in Mayor Pro Tem Bracken's district.



A new quasi-judicial application was submitted from Castle Rock Development Co. for Meadows Filing 16, Parcel 6, for a residential Site Development Plan Amendment. The property is approximately 136 acres and is located east of Coachline Road, south of Red Hawk Golf Course, west and north of Town open space. The property has an approved site plan for 59 single family lots and proposed to dedicate 83 acres as public/private open space. The proposed Site Development Plan amendment proposes 77 lots for single family homes, 83 acres of Town owned open space, and an additional 30 acres of open space dedicated to the Meadows HOA. This SDP amendment also increases the buffer between the residential development and the adjacent golf course from the previously approved plan. This property is located within Mayor Pro Tem Bracken's district.



Ulysses Development has submitted a Site Development Plan for a 4-story 183,999 square foot senior housing apartment development that contains 200 units. The project is proposing an associated 271 parking spaces with the project and will contain a mixture of 1 and 2 bedroom units. The proposed location is a 5.5-acre site located west of Timber Mill Parkway and North Meadows Drive (See vicinity map). The proposal is subject to the Town's Residential Site Development requirements that will requiring public hearings before Planning Commission and Town Council. The project is located in Councilmember Hollingshead's district.

Memmen Young Infill Annexation:



The property owner has submitted a Petition for Annexation for a five-acre parcel. The parcel is located south of Fifth Street, north of East Plum Creek Parkway, and west of Ridge Road. The 5-acre parcel is completely surrounded by the existing Memmen Young Infill Planned Development. A single family residence is currently on the property. The applicant will propose to incorporate the parcel into the Memmen Young Infill PD through the Major Amendment under review. The annexation of the parcel and the Memmen Young Infill PD Major Amendment would be considered concurrently during required public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is surrounded by Councilmember Johnson's district.

Memmen Young Infill Planned Development Plan and Site Development Plan:



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The property owner has submitted a Planned Development Plan and a Site Development Plan (SDP) for a 561-unit residential development within the Memmen Young Planned Development. The Site Development Plan proposes 333 single-family homes and 228 paired homes. The proposed development is 180.5 acres in size of which 86.7 acres is proposed to be open space. The proposed Site Development Plan is contingent on the approval of the Memmen Young Infill Planned Development Major Amendment and the annexation of a 5-acre parcel. The Planned Development Plan Amendment will require public hearings before the Planning Commission for review and recommendation and the Town Council for review and final decision. If the Planned Development Plan Amendment is approved, then the Site Development Plan would move forward to public hearings before the Planning Commission for review and recommendation and the Town Council for review and final decision. The project is located within Councilmember Johnson's district.

North Basin Village at Terrain (Phase 2) Site Development Plan:



The property owner has submitted a Site Development Plan (SDP) for 105 single family homes on approximately 1,180 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 150 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.

Oaks Filling 2A Site Development Plan:



Henry Design Group, Inc., on behalf of the property owner, Castleview LLC, has submitted an application for a site development plan (SDP) for a residential neighborhood known as the Oaks of Castle Rock Filing 2A. The Oaks of Castle Rock Filing 2A is approximately 165 acres in size and generally located south of Plum Creek Parkway, east of Lake Gulch Rd., and west of N. Ridge Road. The SDP proposes 114 single-family homes, open space and a public 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 in Councilmember Johnson's district.

Perry Street Social District Site Development Plan:



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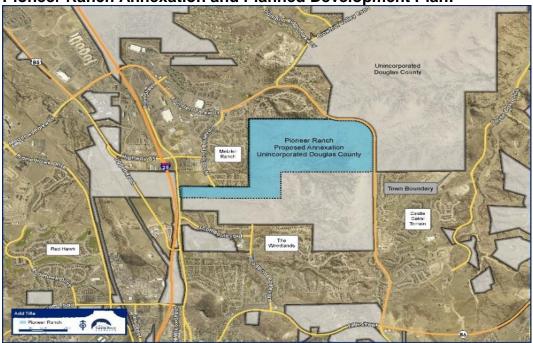
The property owner has submitted an application to convert part of a downtown block on the northeast corner of N. Perry and Fourth Streets into a mini "entertainment district," which would include a craft beer taproom, three additional food and beverage concepts, and a common covered area pavilion. The common covered area ("The Pavilion") would be used as a beer garden for the majority of the year and an ice rink during the winter months. Located at the northeast corner of N. Perry and Fourth Streets, the property measures approximately 0.399 acres or approximately 17,380 square feet. The Site Development Plan will require a public hearing before the Design Review Board for review and final decision. The project is located in Councilmember LaFleur's district.

Pinon Manor Apartment Planned Development Plan:



The property owner has submitted a rezoning application for 472, 481 and 498 S. Gilbert Street. The application proposes to consolidate three properties totally 3.25 acres into one zoning classification known as Pinon Manor Planned Development (PD). The rezoning would allow for the existing developed apartments to remain and to provide for the development of an adjacent parcel to contain 3 new apartment buildings with a total of 20 new dwellings. The PDP will require public hearings with the Planning Commission for review and recommendation, and Town Council for final decision. The project is located within Councilmember Dietz's district.

Pioneer Ranch Annexation and Planned Development Plan:



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 requires public hearings before Planning Commission for review and recommendation and Town Council for final decision. The project is adjacent to Councilmember Cavey's district and Councilmember LaFleur's district.

Plum Creek Planned Development Amendment:



The Douglas Group, Inc. has submitted an application to amend a planned development plan to create 3 single family lots from a tract in Plum Creek Planned Development. The general location of the tract is directly west of the intersection of West Prestwick Way and Mount Royal Drive, in the southwest portion of Plum Creek Planned Development. The parcel size of Tract B is 1.5 acres. The applicant is proposing to create three lots ranging in size from 20,271 to 22,581 square feet. The proposal is subject to the Town's Residential Site Development Plan requirements that will requiring public hearings before Planning Commission and Town Council. The project is located in Councilman Dietz's district.

Sunset Point Site Development Plan:



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The property owner, 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 Johnson's district.

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 8. File #: ORD 2022-015

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Trish Muller, CPA, Finance Director From:

> Ordinance Amending Section 3.02.060 of the Castle Rock Municipal Code Regarding Bid Requirements for the Purchase of Goods or Procurement of Services (Second

Reading - Approved on First Reading on July 19, 2022, by a vote 7-0)

Executive Summary

Town staff has noted inconsistencies in the Town Manager's authority set by thresholds in Section 3.02.060, Bid Requirements, and Section 3.02.080, Purchase Approval and Contract Execution, of the Town Procurement Code.

Per Section 3.02.060 of the Town Procurement Code, "Purchases over \$75,000.00 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders."

Per Section 3.02.080 of the Town Procurement Code, authority to approve procurement of goods and services, contracts and intergovernmental agreements is in accordance with the following schedule:

Amount	Approval
Less than \$25,000	Responsible department director or designee
	Responsible department director or designee and Town Manager or designee
	Responsible department director, Town Manager and Town Council

Discussion

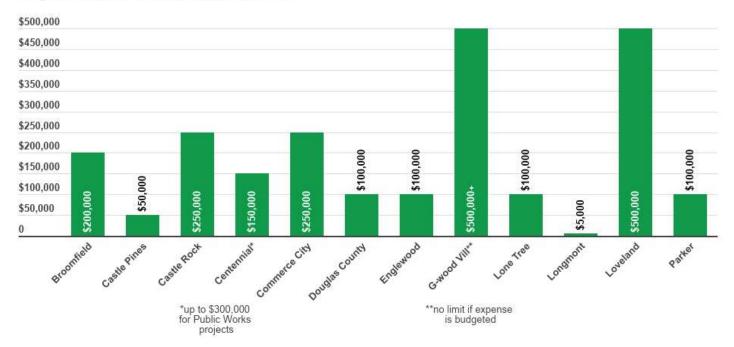
In the interest of consistency and administrative efficiency Town staff recommends that the Town Procurement Code be amended to increase the Town Manager's authority to waive the requirement for formal written sealed bids on the basis of sole source, emergency or unresponsive bidders for the purchase of goods or procurement of services to \$250,000.

Item #: 8. File #: ORD 2022-015

Following first reading. Council requested information regarding the history on the Town Manager's signing limit, along with comparable information for other jurisdictions. Castle Rock's Town Manager has had a \$250,000 signing limit since 2007. Between 2001 and 2007, the limit was \$75,000. From 1992 to 2001, the limit was \$50,000.

In surveying nearby jurisdictions and those along the Front Range with comparable populations, staff found that chief administrative officers' signing limits vary widely, from technically none/\$5,000 by policy in Longmont to no limit if the expense is budgeted in Greenwood Village. The chart below depicts this range and shows that the current limit in Castle Rock is about average among these jurisdictions.

City managers' contract signing limits



Staff Recommendation

Staff has provided the recommended Ordinance to amend Chapter 3.02.060 as Attachment A to this memorandum.

Proposed Motion

"I move to adopt the Ordinance as introduced by Title, on second and final reading."

Alternative Motions

"I move to adopt the Ordinance as introduced by Title, with the following changes second and final reading."

Item #	: 8.	File	#: OF	RD 2022	2-015
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"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2022-015

AN ORDINANCE AMENDING SECTION 3.02.060 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING BID REQUIREMENTS FOR THE PURCHASE OF GOODS OR PROCUREMENT OF SERVICES

WHEREAS, under the Town Procurement Code, in most instances, the Town Manager has the authority to approve contracts for the purchase of goods or procurement of services in an amount up to and including \$250,000; and

WHEREAS, an exception to this general rule, however, occurs where a contract is entered into without a competitive bidding process based upon: (i) a justification that only one known source exists or that only one single supplier can fulfill the requirements ("sole source"); (ii) the existence of an emergency; or (iii) the absence of any responsive bidders ("unresponsive bidders"); and

WHEREAS, under these circumstances, Town Council must waive the requirement for formal written sealed bids on the basis of sole source, emergency or unresponsive bidders for the purchase of goods or procurement of services in excess of \$75,000; and

WHEREAS, in the interest of consistency and administrative efficiency Town staff recommends that the Town Procurement Code be amended to increase the Town Manager's authority to waive the requirement for formal written sealed bids on the basis of sole source, emergency or unresponsive bidders for the purchase of goods or procurement of services to \$250,000.

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

Section 1. <u>Amendment.</u> Section 3.02.060 of the Castle Rock Municipal Code is amended to read as follows:

3.02.060 - Bid requirements.

- A. These bid requirements apply to the purchase of goods or procurement of services which are not exempted from competitive bidding under Section 3.02.050. These bid requirements also apply to lease purchases. Lease purchase shall be valued at the capitalized cost of the item, or if none, at the total of the lease payments.
 - 1. Purchases of one thousand dollars (\$1,000.00) or less do not require bids, but Town staff is encouraged to obtain two (2) verbal bids whenever possible.
 - 2. Purchases over one thousand dollars (\$1,000.00) and up to AND INCLUDING five thousand dollars (\$5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

- 3. Purchases over five thousand dollars (\$5,000.00) and up to seventy-five thousand dollars (\$75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.
- 4. Purchases over (\$75,000.00) require formal written sealed bids unless waived by the TOWN MANAGER FOR PURCHASES UP TO AND INCLUDING TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) OR BY Town Council FOR PURCHASES OVER TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) on the basis of sole source, emergency or unresponsive bidders.
- B. The Town Manager may require formal written sealed bids on any purchase costing less than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) OR LESS when such requirement is considered in the best interests of the Town.
- **Section 2.** <u>Severability.</u> 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 3**. <u>Safety Clause</u>. The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 19th day of July, 2022 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

· · · · · · · · · · · · · · · · · · ·	DOPTED ON SECOND AND FINAL READING this 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, Director of Finance

BID REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES FIRST READING

JULY 19, 2022



PURCHASING CODE UPDATE

BID REQUIREMENTS – MUNICIPAL CODE 03.02.060

Amount	Current Requirements	Proposed Requirements
Up to \$1,000	No bid required	No bid required
\$1,000 to \$5,000	3 verbal bids, unless approved by the Town Manager*	3 verbal bids, unless approved by the Town Manager*
\$5,000 to \$75,000	3 informal written bids, unless approved by the Town Manager*	3 informal written bids, unless approved by the Town Manager*
\$75,000 to \$250,000	Formal written sealed bids, unless approved by Town Council*	Formal written sealed bids, unless approved by <u>Town Manager*</u>
Over \$250,000	Formal written sealed bids, unless approved by Town Council*	Formal written sealed bids, unless approved by Town Council*

^{*} Based on sole source, emergency or unresponsive bidders

QUESTIONS?



PROPOSED MOTION

"I MOVE TO ADOPT THE ORDINANCE AS INTRODUCED BY TITLE, ON FIRST READING."

ALTERNATIVE MOTIONS

"I MOVE TO ADOPT 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: 8/16/2022

Item #: 9. File #: ORD 2022-014

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

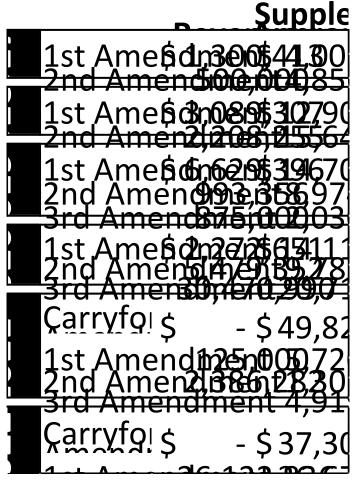
From: Trish Muller, CPA, Finance Director

> Ordinance Approving the Second Amendment to the 2022 Fiscal Year Budget by Making Supplemental Appropriations for the 2022 Fiscal Year (Second Reading -

Approved on First Reading on July 19, 2022, by a vote 7-0)

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 and the budget amendments approved to date in 2022.



Supplemental expenditure requests in this proposed Second Amendment to the 2022 Budget total \$19,128,116. Also, an additional \$20,437,317 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 Second Amendment to the 2022 Budget. Following is a summary of requested items.

Discussion

Total requested changes to appropriations referred to in **Attachment B** increase total expenditures for 2022 by \$19,128,116. 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 \$2,325,236 This includes funding for the
Bell Mountain Infrastructure and Improvement project, a new Stormwater Inspector, a vehicle for the new Stormwater
Inspector, funding for ongoing work with Plum Creek Water Reclamation Authority(PCWRA), and for the Acoustic
Sewer Line Assessment Program. Castle Rock Water is also lowering their planned budget for the Plum Creek to
Reuter-Hess Pipeline project by \$8,000,000 as this project is delayed and is being re-budgeted for 2023.

Enhancing our transportation

- The Public Works Department requests supplemental appropriation of \$77,950 for anticipated supply needs for the snow and deicing season, this request is primarily related to inflation and transportation cost increases.
- The Public Works Department is also requesting supplemental appropriation of \$34,172 for a development

Item #: 9. File #: ORD 2022-014

related project with the Plum Creek Community Church. This work will be done on the frontage road near the Plum Creek Community Church who will be contributing to the project.

• The Town Manager's Office is requesting supplemental appropriation to move TABOR funds in the amount of \$5,641,727 into the newly approved TABOR (Taxpayers Bill of Rights) Fund. These funds were voter approved to be used on Police, Fire and Road needs.

Maintain strong Parks and Recreation

• The Parks and Recreation Department requests supplemental appropriation of \$56,543 for capital items located at Red Hawk Ridge Golf Course. These include the installation of driving range turf, new carpet at the clubhouse, and a new shed for the restaurant and driving range supplies.

Ensure outstanding public safety

- The Police Department requests supplemental appropriation of \$2,000,000 for a renovation of the Police Headquarters. The renovation is needed to accommodate the increase of police officers and equipment. The funding for this project is from the TABOR surplus that voters approved for Police, Fire and Road needs.
- The Fire Department requests supplemental appropriation of \$100,682 for a new Records Management System and stop the bleed kit replacements.
- The Town Manager's Office is requesting supplemental appropriation to move TABOR funds of \$500,000 from the Fire Capital Fund into the newly approved TABOR Fund. These funds were voter approved to be used on Public Safety needs.

Other Town funds and initiatives

- The Town Manager's Office is requesting supplemental appropriation of \$500,000 for economic assistance agreements.
- The Town Manager's Office is requesting supplemental appropriation of \$1,613,359 townwide for a compensation adjustment. This economic adjustment request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.
- The Finance Department is requesting supplemental appropriation to move the 2021 voter approved TABOR excess funds out of the general fund of \$8,500,000 into the Tabor Fund. The total amount of TABOR excess is \$14,641,727, and as voter approved these funds will fund Public Safety and Road needs.
- The Human Resources Division requests for supplemental appropriation of \$67,420 for a Recruiter position. This position will be responsible for assessing the knowledge, skills, abilities, and other traits of a candidate that will meet the requirements of the Town's open positions.
- The Finance Department is requesting supplemental appropriation of \$34,300 for a new part time accounts payable position. With the increase of highly technical and critical functions a new position is needed to manage the internal impact of growth of the Town.

The additional amount of expenditures requested in this amendment are shown below and are grouped by Town fund.

Item #: 9. File #: ORD 2022-014

		Sup	plemental
		1	Requests
General Fund	_	\$	9,515,257
Economic Development Fund			500,000
TABOR Fund			7,641,727
Transportation Fund			5,853,477
Conservation Trust Fund			2,213
Philip S. Miller Trust Fund			4,995
Fire Capital Fund			500,000
Lodging Tax Fund			11,210
Water Fund			1,124,320
Water Resources Fund			(7,958,367)
Stormwater Fund			132,977
Wastewater Fund			1,272,856
Golf Course Fund			167,383
Development Services Fund			133,870
Community Center Fund			204,132
Employee Benefits Fund			1,007
Fleet Services Fund			21,059
	TOTAL	\$	19,128,116

Budget Impact

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.

Item #: 9. File #: ORD 2022-014

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

Attachment B: Requests for Supplemental Appropriation

Attachment C: Estimated Ending Funds Available for 2022

ORDINANCE NO. 2022-014

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE 2022 FISCAL YEAR BUDGET BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE 2022 FISCAL YEAR

WHEREAS, on December 7, 2021, the Town Council approved Ordinance No. 2021-024 adopting the annual budget and approving the amounts specified therein as expenditures for fiscal year 2022 (the "Fiscal Year 2022 Budget"); and,

WHEREAS, on May 3, 2022, the Town Council approved Ordinance No. 2022-007 adopting the First Amendment to the Fiscal Year 2022 Budget by making supplemental appropriations for the 2022 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 Second Amendment to the Fiscal Year 2022 Budget.

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

Section 1. Budget Amendment. The Fiscal Year 2022 Budget is amended to reflect the budgeting and appropriation of aggregate 2022 revenues and expenditures to the respective Town funds as follows:

		2022 Amended Budget		Amended Supplemental			
General Fund	Revenues	\$	65,930,178	\$	-	\$	65,930,178
	Expenditures		68,713,907		9,515,257		78,229,164
	Net Change	\$	(2,783,729)	\$	(9,515,257)	\$	(12,298,986)
Economic Development Fund	Revenues	\$	734,088	\$	-	\$	734,088
	Expenditures		851,684		500,000		1,351,684
	Net Change	\$	(117,596)	\$	(500,000)	\$	(617,596)
TABOR Fund	Revenues	\$	-	\$	14,641,727	\$	14,641,727
	Expenditures		-		7,641,727		7,641,727
	Net Change	\$	-	\$	7,000,000	\$	7,000,000

			2022 Amended Budget	-	2022 oplemental oropriations	1	2022 Amended Budget
Transportation Fund	Revenues	\$	28,338,035	\$	5,795,590	\$	34,133,625
· · · · · · · · · · · · · · · · · · ·	Expenditures	·	42,269,025	·	5,853,477	·	48,122,502
	Net Change	\$	(13,930,990)	\$	(57,887)	\$	(13,988,877)
Conservation Trust Fund	Revenues	\$	1,841,046	\$	-	\$	1,841,046
	Expenditures		5,431,411		2,213		5,433,624
	Net Change	\$	(3,590,365)	\$	(2,213)	\$	(3,592,578)
Philip S. Miller Trust Fund	Revenues	\$	678,302	\$	-	\$	678,302
	Expenditures		657,180		4,995		662,175
	Net Change	\$	21,122	\$	(4,995)	\$	16,127
Fire Capital Fund	Revenues	\$	1,163,391	\$	-	\$	1,163,391
	Expenditures		474,468		500,000		974,468
	Net Change	\$	688,923	\$	(500,000)	\$	188,923
Lodging Tax Fund	Revenues	\$	650,297	\$	_	\$	650,297
	Expenditures		530,880		11,210		542,090
	Net Change	\$	119,417	\$	(11,210)	\$	108,207
Water Fund	Revenues	\$	23,982,663	\$	-	\$	23,982,663
	Expenditures		36,128,902		1,124,320		37,253,222
	Net Change	\$	(12,146,239)	\$	(1,124,320)	\$	(13,270,559)
Water Resources Fund	Revenues	\$	65,081,163	\$	-	\$	65,081,163
	Expenditures		95,533,110		(7,958,367)		87,574,743
	Net Change	\$	(30,451,947)	\$	7,958,367	\$	(22,493,580)
Stormwater Fund	Revenues	\$	6,177,283	\$	-	\$	6,177,283
	Expenditures		12,041,431		132,977		12,174,408
	Net Change	\$	(5,864,148)	\$	(132,977)	\$	(5,997,125)
Wastewater Fund	Revenues	\$	16,049,950	\$	-	\$	16,049,950
	Expenditures		10,975,736		1,272,856		12,248,592
	Net Change	\$	5,074,214	\$	(1,272,856)	\$	3,801,358
Golf Course Fund	Revenues	\$	4,319,414	\$	-	\$	4,319,414
	Expenditures		4,358,498		167,383		4,525,881
	Net Change	\$	(39,084)	\$	(167,383)	\$	(206,467)
Development Services Fund	Revenues	\$	8,092,946	\$	-	\$	8,092,946
	Expenditures		8,068,408		133,870		8,202,278
	Net Change	\$	24,538	\$	(133,870)	\$	(109,332)

		1	2022 Amended Budget		Amended Supplemental		plemental		
Community Center Fund	Revenues	\$	8,399,954	\$	-	\$	8,399,954		
	Expenditures		8,621,440		204,132		8,825,572		
	Net Change	\$	(221,486)	\$	(204,132)	\$	(425,618)		
Employee Benefits Fund	Revenues	\$	12,088,452	\$	-	\$	12,088,452		
	Expenditures		11,255,213		1,007		11,256,220		
	Net Change	\$	833,239	\$	(1,007)	\$	832,232		
Fleet Services Fund	Revenues	\$	6,559,635	\$	-	\$	6,559,635		
	Expenditures		6,098,832		21,059		6,119,891		
	Net Change	\$	460,803	\$	(21,059)	\$	439,744		
Total	Revenues	\$	250,086,797	\$	20,437,317	\$	270,524,114		
	Expenditures		312,010,125		19,128,116		331,138,241		
	Net Change	\$	(61,923,328)	\$	1,309,201	\$	(60,614,127)		

<u>Section 2.</u> <u>Severability.</u> 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.

<u>Section 3.</u> <u>Safety Clause.</u> 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 19th day of July, 2022 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 16 day of August, 2022, 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

GENERAL FUND	<u>) - 110</u>	
EXPENDITURES		
110-1530-415.91-12	Transfer Out - TABOR The Finance Department requests supplemental appropriation for 2021 voter approved TABOR (Taxpayers Bill Of Rights) fund excess. This will be made up of \$8,500,000 from the General Fund, \$5,641,727 from Transportation Fund, and \$500,000 from Fire Capital Fund.	\$ 8,500,000
110-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.	787,855
110-1320-413.xx-xx (Multiple Accounts)	Personnel - Recruiter Human Resources requests a position for a recruiter that will be responsible for assessing the knowledge, skills, abilities, and other traits of a candidate that will meet the requirements of the Town's open positions.	67,420
110-2200-422.50-22	Services & Other - Software Maintenance The Fire and Rescue division requests supplemental appropriation to purchase and install a new Records Management System (RMS). The current RMS was purchased in 2003, and is no longer able to be updated to meet current reporting requirements. This purchase allows the department to be compliant with all reporting requirements as well as with the new EMS billing company to be able to process patient care reports electronically and submit for payment for services.	60,682
110-2275-422.70-30	Capital - Machinery & Equipment The Fire and Rescue division requests supplemental appropriation for replacement of Stop the bleed kits. These were purchased in 2017 and need to be replaced.	40,000
110-1510-415.10-20	Personnel - Part-Time The Finance department is requesting supplemental appropriation for a part-time accounts payable position. With the increase of highly technical and critical functions a new position is needed to manage the growth of the Town.	34,300
110-1320-413.80-11	Services & Other - Employee Appreciation Human Resources requests supplemental appropriation for ongoing employee appreciation for their continued and valued contributions to the Town.	25,000
	TOTAL GENERAL FUND EXPENDITURES	\$ 9,515,257
ECONOMIC DEV	/ELOPMENT FUND - 111	
111-1300-413.80-41	Services & Other - Economic Assistance The Town Manager Office requests supplemental appropriation for economic assistance agreements.	\$ 500,000
	TOTAL ECONOMIC DEVELOPMENT FUND EXPENDITURES	\$ 500,000

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TABOR Fund - 1	<u>113</u>	333	
REVENUES 113-0000-391.30-12	Transfer In - TABOR The Finance Department requests supplemental appropriation for 2021 voter approved TABOR (Taxpayers Bill Of Rights) fund excess. In accordance with the Tabor vote, these funds will be transferd to the Transportation fund for road needs.	\$	14,641,727
	TOTAL TABOR FUND REVENUES	\$	14,641,727
EXPENDITURES 113-0000-415.xx-xx (Multiple Accounts)	Transfer Out - TABOR The Finance Department requests supplemental appropriation for 2021 voter approved TABOR (Taxpayers Bill Of Rights) fund excess. This will be made up of \$8,500,000 from the General Fund, \$5,641,727 from Transportation Fund, and \$500,000 from Fire Capital Fund.	\$	5,641,727
113-000-415.78-16	Capital - Police Department Renovation The Police Department requests supplement appropriation of TABOR funds for renovation of the Police Headquarters. This renovation is needed to accommodate the increase of police officers and equipment.		2,000,000
	TOTAL TABOR FUND EXPENDITURES	\$	7,641,727
	<u>ION FUND - 120</u>		(57,887)
REVENUES 120-3190-391.30-12	Transfer In - TABOR The Finance Department requests supplemental appropriation for 2021 voter approved TABOR (Taxpayers Bill Of Rights) fund excess. In accordance with the Tabor vote, these funds will be transferd to the Transportation fund for road needs.	\$	5,641,727
120-3175-380.50-00	Miscellaneous Contributions The Public Works Department is receiving funds from the Plum Creek Community Church for work preformed on the I-25 frontage road near the church.		153,863
EXPENDITURES	TOTAL TRANSPORTATION FUND REVENUES	\$	5,795,590
120-3190-431.91-12	Transfer Out - TABOR The Finance Department requests supplemental appropriation for 2021 voter approved TABOR (Taxpayers Bill Of Rights) fund excess. This will be made up of \$8,500,000 from the General Fund, \$5,641,727 from Transportation Fund, and \$500,000 from Fire Capital Fund.	\$	5,641,727
120-3110-431.61-20	Supplies - Operating Supplies The Public Works Department requests supplemental appropriation for anticipated supply needs for the snow and deicing season later this year. The increase is primarily related to inflation and transportation cost increases.		77,950
120-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.		99,628
120-3175-431.75-32	Capital - Development Related Projects The Public Works Department requests supplemental appropriation for the I-25 frontage road improvements on the Plum Creek Community Church frontage. The church is obligated to pay for the work Town has performed.		34,172
	TOTAL TRANSPORTATION FUND EXPENDITURES	\$	5,853,477

	Requests for Supplemental Appropriations	
CONSERVATIO	N TRUST FUND - 122	(2,213)
EXPENDITURES		
122-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.	\$ 2,213
	TOTAL CONSERVATION TRUST FUND EXPENDITURES	\$ 2,213
PHILIP S. MILLE	R TRUST FUND - 123	14.000
EXPENDITURES	K TROST TORD 123	
123-xxxx-xxx.xx-xx	Personnel - Economic Adjustment	\$ 4,995
(Multiple Accounts)	The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.	,,,,,
	TOTAL PHILIP S. MILLER TRUST FUND EXPENDITURES	\$ 4,995
FIRE CAPITAL F	<u>UND - 132</u>	
EXPENDITURES		
132-2290-442.91-12	Transfer Out - TABOR The Finance Department requests supplemental appropriation for 2021 voter approved TABOR (Taxpayers Bill Of Rights) fund excess. This will be made up of \$8,500,000 from the General Fund, \$5,641,727 from Transportation Fund, and \$500,000 from Fire Capital Fund.	\$ 500,000
	TOTAL FIRE CAPITAL FUND EXPENDITURES	\$ 500,000
LODGING TAX I	FUND - 138	·
EXPENDITURES	<u></u>	
138-5001-450.30-70	Services & Other - Oth Professional Services The Parks and Recreation Departments requests an increase of \$10,000 for public art conservation and maintenance in 2022 from the Lodging Tax Fund to treat an increased number of Town-owned art pieces this year to avoid future costs related to inflation.	\$ 10,000
138-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.	1,210
	TOTAL LODGING TAX FUND EXPENDITURES	\$ 11,210
WATER FUND -	210	
EXPENDITURES		
210-4275-442.79-06	Capital - Bell Mountain Infrastructure and Improvement Castle Rock Water requestes supplemental appropriation for the Bell Mountain Ranch project. These funds will cover increase costs of the pipeline and pump station and tank needs for the prtoject.	\$ 981,647
210-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.	142,673
	TOTAL WATER FUND EXPENDITURES	\$ 1,124,320

WATER RESOU	RCES FUND - 211	114	
EXPENDITURES 211-4375-443.78-04	Capital - Plum Creek to Reuter-Hess Pipeline Castle Rock Water is requesting to remove budgeted funds for the Plum Creek to Reuter-Hess pipeline project. This project will be budgeted for 2023 to fit a more accurate timeline for the project.	\$	(8,000,000)
211-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.		41,633
	TOTAL WATER RESOURCES FUND EXPENDITURES	\$	(7,958,367)
STORMWATER	<u>FUND - 212</u>		134,977)
EXPENDITURES 212-44xx-444.xx-xx (Multiple Accounts)	Personnel - Stormwater Inspector Castle Rock Water is requesting supplemental appropriation to add a new Stormwater Inspector position. This full time position will assist with the current and projected construction permit activity. From 2019 to 2021 there has been a 63% increase in the total acreage of active construction sites and a 27% increase in residential building permits.	\$	52,753
212-4440-444.70-40	Capital - Vehicles Castle Rock Water is requesting supplemental appropriation for a truck for the Stormwater Inspector position requested. The truck would be ordered after the budget amendment approval in hopes to receive it before the end of 2022.		48,780
212-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.		31,444
	TOTAL STORMWATER FUND EXPENDITURES	\$	132,977
WASTEWATER	<u>FUND - 213</u>	1111	
EXPENDITURES 213-4560-445.40-24	Services & Other - Wastewater Treatment-PC The Wastewater fund is requesting supplemental appropriation for work with PCWRA (Plum Creek Water Reclmation Authority). The PCWRA budget was approved after council had approved the 2022 budget, this request is to match the PCWRA approved budget.	\$	868,508
213-4540-445.40-38	Services & Other - Repair & Maint-Pipelines The Wastewater fund is requesting supplemental appropriation for the Acoustic Sewer Line Assessment Program. This will help maintain the 309 miles of sewer main and manholes throughout the Town.		342,625
213-4575-445.80-09	Services & Other - PCWRA Capital & Debt The Wastewater fund is requesting supplemental appropriation for work with PCWRA (Plum Creek Water Reclamation Authority). The PCWRA budget was approved after council had approved the 2022 budget, this request is to match the PCWRA approved budget.		30,923
213-xxxx-xxx.xx-xx (Multiple Accounts)	Personnel - Economic Adjustment The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary impacts on Town employees.		30,800
	TOTAL WASTEWATER FUND EXPENDITURES	\$	1,272,856

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GOLF COURSE I	FUND - 214	911	167,383)
EXPENDITURES			
214-xxxx-xxx.xx-xx	Personnel - Economic Adjustment	\$	110,840
(Multiple Accounts)	The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour		
	increase for employees making less than \$70,000 a year with an added stipend of \$250 a		
	month until the end of 2022 and a 3% increase to employees making greater than \$70,000.		
	This request is due to the Town's recruitment challenges, market conditions, and inflationary		
	impacts on Town employees.		
214-5375-453.70-10	Capital - Site Improvements		23,000
	The Parks and Recreation Department is requesting supplemental funds to install artificial turf		
	on the existing driving range at Red Hawk Ridge. The turf installed will be a 9 foot by 320 foot		
	strip located at the back of the driving range. This turf will be used during winter months		
	which will allow for preservation of the natural turf throughout the year.		
214-5375-453.70-20	Capital - Building Improvements		18,543
	The Parks and Recreation Department is requesting supplemental funds to redo the carpet in		
	the clubhouse because it has reached end of life.		
214-5375-453.70-42	Capital - Furniture & Fixtures		15,000
	The Parks and Recreation Department is requesting supplemental funds to purchase a new		,
	shed for Red Hawk Ridge to allow for more storage for restaurant and driving range supplies.		
	TOTAL COLE COLIDCE FUND EVERNINITURES		167 202
	TOTAL GOLF COURSE FUND EXPENDITURES	Þ	167,383
<u>DEVELOPMENT</u>	SERVICES FUND - 215		
EXPENDITURES			
215-xxxx-xxx.xx-xx	Personnel - Economic Adjustment	\$	133,870
	The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour		
	increase for employees making less than \$70,000 a year with an added stipend of \$250 a		
	month until the end of 2022 and a 3% increase to employees making greater than \$70,000.		
	This request is due to the Town's recruitment challenges, market conditions, and inflationary		
	impacts on Town employees.		
	TOTAL DEVELOPMENT SERVICES FUND EXPENDITURES	\$	133,870
COMMUNITY C	ENTER FUND - 216		104,132)
EXPENDITURES			
216-xxxx-xxx.xx-xx	Personnel - Economic Adjustment	\$	204,132
(Multiple Accounts)	The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour		
	increase for employees making less than \$70,000 a year with an added stipend of \$250 a		
	month until the end of 2022 and a 3% increase to employees making greater than \$70,000.		
	This request is due to the Town's recruitment challenges, market conditions, and inflationary		
	impacts on Town employees.		
	TOTAL COMMUNITY CENTER FUND EXPENDITURES	Ş	204,132
EMPLOYEE BEN	<u>IEFITS FUND - 220</u>		
EXPENDITURES			
220-xxxx-xxx.xx-xx	Personnel - Economic Adjustment	\$	1,007
(Multiple Accounts)	The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour		
	increase for employees making less than \$70,000 a year with an added stipend of \$250 a		
	month until the end of 2022 and a 3% increase to employees making greater than \$70,000.		
	This request is due to the Town's recruitment challenges, market conditions, and inflationary		
	impacts on Town employees. TOTAL EMPLOYEE BENEFITS FUND EXPENDITURES	<u> </u>	1,007
	IOTAL EMPLOTEE BENEFITS FUND EXPENDITURES	Þ	1,007

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FLEET SERVICES FUND - 221

EXPENDITURES

221-xxxx-xxx.xx-xx (Multiple Accounts)

Personnel - Economic Adjustment

The Town Manager's Office is requesting supplemental appropriations for a \$1-per-hour

\$ 21,059

increase for employees making less than \$70,000 a year with an added stipend of \$250 a month until the end of 2022 and a 3% increase to employees making greater than \$70,000. This request is due to the Town's recruitment challenges, market conditions, and inflationary

impacts on Town employees.

·	TOTAL FLEET SERVICES FUND EXPENDITURES \$	21,059
REVENUES ALL FUNDS	\$	20,437,317
EXPENDITURES ALL FUNDS	\$	19,128,116

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ESTIMA	ATED ENDING F	UN	DS AVAILA	BL	E FOR 2022	*			
Information presented on a Budgetary Basis			2021 Audited Actual		2022 Amended Budget		2022 Budget Revisions		2022 Amended Budget
General Fund	Dovonuos	\$		\$	65,930,178		Kevisions	\$	
General Fund	Revenues Expenditures	Ş	64,895,328 54,186,698	Ş	68,713,907	Ş	- 9,515,257	Ş	65,930,178 78,229,164
	Net Change		10,708,630		(2,783,729)		(9,515,257)		(12,298,986
Estimated Ending Funds Available			38,440,274		35,656,545		(9,515,257)		26,141,288
Designations & Reservations: Contractual Reserve			, -,		300,000		<u> </u>		300,000
Revenue Stabilization Reserve					1,612,584				1,612,584
Catastrophic Events Reserve					1,340,096				1,340,096
Capital Reserve					3,987,677				3,987,677
Opportunity/Economic Dev. Reserve					1,771,561				1,771,562
TABOR Reserve			. -		2,492,407				2,492,407
Total Designations & Reservations					11,504,325		<u>-</u>		11,504,325
Unobligated Reserves					24,152,220		(9,515,257)		14,636,963
Economic Development Fund	Revenues	\$	617,826	\$	734,088	\$	-	\$	•
	Expenditures		742,067		851,684		500,000		1,351,684
	Net Change		(124,241)		(117,596)		(500,000)		(617,596
Estimated Ending Funds Available			5,584,167		5,466,571		(500,000)		4,966,571
Total Designations & Reservations Unobligated Reserves					5,466,571		(500,000)		4,966,57
	D	_		۲.		ζ.		۲.	
TABOR Fund	Revenues	\$	-	\$	-	\$	14,641,727	\$	14,641,727
	Expenditures Net Change		<u> </u>		<u>-</u>		7,641,727 7,000,000		7,641,727 7,000,000
Estimated Ending Funds Available	Net Change		<u>-</u>		<u>-</u>		7,000,000		7,000,000
Committed for Fund Purpose							7,000,000		7,000,000
Total Designations & Reservations					-		7,000,000		7,000,000
Unobligated Reserves					-		-		
Transportation Fund	Revenues	\$	32,422,775	\$	28,338,035	\$	5,795,590	\$	34,133,625
·	Expenditures	·	24,754,401	·	42,269,025	·	5,853,477	•	48,122,502
	Net Change		7,668,374		(13,930,990)		(57,887)		(13,988,877
Estimated Ending Funds Available			22,535,379		8,604,389		(57,887)		8,546,502
Designations & Reservations:		_							
Revenue Stabilization Reserve					379,654		-		379,654
Catastrophic Events Reserve					1,801,860		(57,887)		1,743,973
Capital Reserve					6,422,875		/·		6,422,875
Total Designations & Reservations					8,604,389		(57,887)		8,546,502

ESTIMA	ATED ENDING F	UN	DS AVAILA	BL	E FOR 2022	*		
Information presented on a			2021		2022		2022	2022
Budgetary Basis			Audited		Amended		Budget	Amended
-			Actual		Budget		Revisions	Budget
Conservation Trust Fund	Revenues	\$	4,977,035	\$	1,841,046	\$	-	\$ 1,841,046
	Expenditures		1,275,690		5,431,411		2,213	5,433,624
	Net Change		3,701,345		(3,590,365)		(2,213)	(3,592,578)
Estimated Ending Funds Available			4,526,004		935,639		(2,213)	933,426
Committed for Fund Purpose					935,639		(2,213)	933,426
Unobligated Reserves					-		-	-
Philip S. Miller Trust Fund	Revenues	\$	962,167	\$	678,302	\$	-	\$ 678,302
-	Expenditures	-	910,431	-	657,180		4,995	662,175
	Net Change		51,736		21,122		(4,995)	16,127
Estimated Ending Funds Available			307,780		328,902		(4,995)	323,907
Committed for Fund Purpose					328,902		(4,995)	323,907
Unobligated Reserves					-		-	-
Fire Capital Fund	Revenues	\$	1,674,744	\$	1,163,391	\$	-	\$ 1,163,391
-	Expenditures		325,302		474,468		500,000	974,468
	Net Change		1,349,442		688,923		(500,000)	188,923
Estimated Ending Funds Available			2,557,814		3,246,737		(500,000)	2,746,737
Committed for Fund Purpose					3,246,737		(500,000)	2,746,737
Unobligated Reserves					-		-	-
Lodging Tax Fund	Revenues	\$	-	\$	650,297	\$	-	\$ 650,297
	Expenditures		-		530,880		11,210	542,090
	Net Change		-		119,417		(11,210)	108,207
Estimated Ending Funds Available	_		-		119,417		(11,210)	108,207
Committed for Fund Purpose					119,417		(11,210)	108,207
Total Designations & Reservations					119,417		(11,210)	108,207
Unobligated Reserves					-		-	-
Water Fund	Revenues	\$	25,484,923	\$	23,982,663	\$	-	\$ 23,982,663
	Expenditures		23,359,773		36,128,902		1,124,320	37,253,222
	Net Change		2,125,150		(12,146,239)		(1,124,320)	(13,270,559)
Estimated Ending Funds Available			27,344,436		15,198,197		(1,124,320)	14,073,877
Designations & Reservations:								
Operating Designations					2,419,936		-	2,419,936
Capital Reserve					6,639,758		(1,124,320)	5,515,438
Reserve for Catastrophic Failure					4,663,005		-	4,663,005
Rate Stabilization Reserve					1,475,495		-	1,475,495
Total Designations & Reservations					15,198,194		(1,124,320)	14,073,874
Unobligated Reserves					-		-	-

ESTIMA	ATED ENDING F	UNI	DS AVAILA	BLI	E FOR 2022	*			
Information presented on a			2021		2022		2022		2022
Budgetary Basis			Audited		Amended		Budget	1	Amended
			Actual		Budget		Revisions		Budget
Water Resources Fund	Revenues	\$	42,480,515	\$	65,081,163	\$	-	\$	65,081,163
	Expenditures		28,493,613		95,533,110		(7,958,367)		87,574,743
	Net Change		13,986,902		(30,451,947)		7,958,367		(22,493,580)
Estimated Ending Funds Available	_		57,951,750		27,499,803		7,958,367		35,458,170
Designations & Reservations:									
Operating Designations					1,948,208		-		1,948,208
Capital Reserve					21,296,948		7,958,367		29,255,315
Reserve for Catastrophic Failure					4,254,647		-		4,254,647
Total Designations & Reservations					27,499,803		7,958,367		35,458,170
Unobligated Reserves					-		-		-
Stormwater Fund	Revenues	\$	6,697,898	\$	6,177,283	\$	-	\$	6,177,283
	Expenditures		8,965,556		12,041,431		132,977		12,174,408
	Net Change		(2,267,658)		(5,864,148)		(132,977)		(5,997,125)
Estimated Ending Funds Available			12,853,269		6,989,121		(132,977)		6,856,144
Designations & Reservations:									
Operating Designations					509,588		-		509,588
Capital Reserve					4,979,533		(132,977)		4,846,556
Catastrophic Events Reserve					1,500,000		-		1,500,000
Total Designations & Reservations					6,989,121		(132,977)		6,856,144
Unobligated Reserves					-		-		-
Wastewater Fund	Revenues	\$	15,690,863	\$	16,049,950	\$	-	\$	16,049,950
	Expenditures		7,942,245		10,975,736		1,272,856		12,248,592
	Net Change		7,748,618		5,074,214		(1,272,856)		3,801,358
Estimated Ending Funds Available			21,691,213		26,765,427		(1,272,856)		25,492,571
Designations & Reservations:									
Operating Designations					1,363,190		-		1,363,190
Capital Reserve					23,442,316		(1,272,856)		22,169,460
Reserve for Catastrophic Failure					1,959,921		- (4 272 276)		1,959,921
Total Designations & Reservations					26,765,427		(1,272,856)		25,492,571
Unobligated Reserves									-
Golf Course Fund	Revenues	\$	4,101,543	\$		\$	-	\$	4,319,414
	Expenditures		3,690,527		4,358,498		167,383		4,525,881
	Net Change		411,016		(39,084)		(167,383)		(206,467)
Estimated Ending Funds Available			2,284,305		2,245,221		(167,383)		2,077,838
Designations & Reservations:					242 242				242 242
Revenue Stabilization Reserve					212,346		-		212,346
Capital Reserve					1,532,060		(167,383)		1,364,677
Debt Service Reserve					500,815		- (4.CT 200)		500,815
Total Designations & Reservations					2,245,221		(167,383)		2,077,838
Unobligated Reserves					-		-		

Information presented on a			2021		2022		2022		2022
Budgetary Basis			Audited		Amended		Budget		Amended
			Actual		Budget		Revisions		Budget
Development Services Fund	Revenues	\$	8,123,623	\$	8,092,946	\$	-	\$	8,092,94
	Expenditures		7,027,896	•	8,068,408	•	133,870		8,202,27
	Net Change		1,095,727		24,538		(133,870)		(109,332
Estimated Ending Funds Available	J		6,207,136		6,231,674		(133,870)		6,097,80
Designations & Reservations:									
Revenue Stabilization Reserve			<u>-</u>		1,550,898				1,550,89
Total Designations & Reservations					1,550,898		-		1,550,89
Unobligated Reserves					4,680,776		(133,870)		4,546,90
Community Center Fund	Revenues	\$	7,974,344	\$	8,399,954	\$	-	\$	8,399,95
	Expenditures		7,430,175		8,621,440		204,132		8,825,57
	Net Change		544,169		(221,486)		(204,132)		(425,618
Estimated Ending Funds Available			1,768,375		1,546,889		(204,132)		1,342,75
Designations & Reservations:									
Revenue Stabilization Reserve					98,400				98,40
Capital Replacement Reserve			-		1,448,489		(204,132)		1,244,35
Total Designations & Reservations					1,546,889		(204,132)		1,342,75
Unobligated Reserves					<u>-</u>				
Employee Benefits Fund	Revenues	\$	10,545,438	\$	12,088,452	\$	-	\$	12,088,45
	Expenditures		9,073,180		11,255,213		1,007		11,256,22
	Net Change		1,472,258		833,239		(1,007)		832,23
Estimated Ending Funds Available			3,328,051		4,161,290		(1,007)		4,160,28
Designations & Reservations:									
Claims Reserve					3,751,172		(4.00=)		3,751,17
Health Care Cost Reserve			-		410,118		(1,007)		409,11
Total Designations & Reservations					4,161,290		(1,007)		4,160,28
Unobligated Reserves					<u>-</u>		<u>-</u>		
Fleet Services Fund	Revenues	\$	5,674,308	\$		\$	-	\$	6,559,63
	Expenditures		2,767,370		6,098,832		21,059		6,119,89
	Net Change		2,906,938		460,803		(21,059)		439,74
Estimated Ending Funds Available			6,847,991		7,308,794		(21,059)		7,287,73
Committed for Fund Purpose Total Designations & Reservations			-		7,308,794		(21,059)		7,287,73
Unobligated Reserves					7,308,794		(42,118)		7,287,73
	D	۲.	222 222 220	۲.	250,000,707	۲	20 427 247	<u> </u>	270 524 44
Total All Funds	Revenues Expenditures	Ş	232,323,330 180,944,924	Ş	250,086,797 312,010,125	Ş	20,437,317 19,128,116		270,524,11 331,138,24
	Net Change		51,378,406		(61,923,328)		1,309,201		60,614,127
Estimated Ending Funds Available	Net Change	\$	214,227,944	\$	152,304,616	\$	1,309,201		153,613,81
		<u> </u>	,,,,,,,	γ_		γ_	1,303,201	٠	
Total Designations & Reservations				\$	106,065,557	\$	4,997,805	\$	125,459,30
Total Committed for Fund Purpose				т	37,126,863	т	6,460,523	r	18,400,01
Total Unobligated Fund Balance					9,112,196		(10,149,127)		9,754,50
Estimated Ending Funds Available				Ś	152,304,616	\$	1,309,201	\$ 1	53,613,817

2022 BUDGET SECOND AMENDMENT FIRST READING

JULY 19, 2022



2022 BUDGET SECOND AMENDMENT OVERVIEW

WHAT IS THE REASON FOR THIS 2022 BUDGET AMENDMENT?

- To request funding for additional needs, largely related to TABOR funding, employee compensation, retention and recruitment, 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 2022 budgeted revenues: \$20,437,317
- Total increase to 2022 budgeted expenditures: \$19,128,116

2022 BUDGET SECOND AMENDMENT OVERVIEW

2017 - 2022 BUDGET AMENDMENTS

- 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		pplemental propriations
2017	1st Amendment	\$ 1,300,413	\$	4,003,269
20	2nd Amendment	500,000		4,856,315
2018	1st Amendment	\$ 3,089,307	\$	12,902,213
20	2nd Amendment	2,208,255	-	15,640,170
6	1st Amendment	\$ 6,629,396	\$	14,703,782
2019	2nd Amendment	993,356		8,974,651
2	3rd Amendment	875,000		2,030,000
0	1st Amendment	\$ 2,272,651	\$	14,118,583
2020	2nd Amendment	5,479,352		9,782,105
2	3rd Amendment	30,470,990		20,716,258
1	Carryforward Amendment	\$	\$	49,824,231
2021	1st Amendment	125,000		5,720,437
2	2nd Amendment	2,386,282		1,301,727
	3rd Amendment	(*)		4,919,933
220	Carryforward Amendment	\$ 	\$	37,308,413
2	1st Amendment	36,122,836		36,674,688

2022 BUDGET SECOND AMENDMENT OVERVIEW TABOR

See Attachment B for supplemental appropriation list

Supplemental Requests

Include:

TABOR excess from:		Use of TABOR funds	
General Fund	\$8,500,000	Fire Station 156	\$6,000,000
Fire Capital Fund	500,000	Police Basement	2,000,000
Transportation	5,641,727	Road Construction	5,641,727
		Wildfire Mitigation	1,000,000
Total Transfer to TABOR Fund	\$14,641,727	Total Use of TABOR	\$14,641,727

2022 BUDGET SECOND AMENDMENT OVERVIEW EMPLOYEE COMPENSATION, RETENTION AND RECRUITMENT

See Attachment B for supplemental appropriation list

Supplemental Requests Include:

General Fund		\$787,855
Transportation Fund		99,628
Water Funds		246,550
Golf Fund		110,840
Development Services Fund		133,870
Community Center Fund		204,132
Other Funds		30,484
	Total Requests	\$1,613,359

2022 BUDGET SECOND AMENDMENT OVERVIEW

CASTLE ROCK WATER

See Attachment B for supplemental appropriation list

Supplemental Requests Include:

•	Bell Mountain Infrastructure and Improvement Project	\$981,647
•	Stormwater Inspector position and vehicle	\$101,533
•	Ongoing work with PCWRA	\$868,508
•	Acoustic Sewer Line Assessment Program	\$342,625
•	Other Requests	\$277,473
•	Moving the Plum Creek to Reuter-Hess project to 2023	(8,000,000)
	Total Requests	(\$5,428,214)

2022 BUDGET SECOND AMENDMENT OVERVIEW



TRANSPORTATION

See Attachment B for supplemental appropriation list

Supplemental Requests Include:

	Total Requests	\$112,122
•	South frontage road project	34,172
•	Deicing supplies for snow removal	\$ 77,950



PARKS & RECREATION

See Attachment B for supplemental appropriation list

Supplemental Requests Include:

•	Capital items at Red Hawk Ridge Golf Course	\$56,543
	Total Request	s \$56,543

2022 BUDGET SECOND AMENDMENT OVERVIEW PUBLIC SAFETY



See Attachment B for supplemental appropriation list

Supplemental Requests Include:



Renovation of the Police Headquarters basement \$2,000,000

New Records Management System and stop the 100,682
 bleed kit replacements

Total Requests

\$2,100,682

2022 BUDGET SECOND AMENDMENT OVERVIEW TOWNWIDE

See Attachment B for supplemental appropriation list

Supplemental Requests Include:



	Total Requests	\$601,720
•	Part time accounting position in Finance	34,300
•	Recruiter position in Human Resources	67,420
•	Economic assistance agreements	\$500,000

QUESTIONS?



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)."



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 10. File #: RES 2022-083

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Mark Marlowe, Director of Castle Rock Water From:

Jeff Brauer, Director of Parks and Recreation

Resolution Waiving Formal Written Bidding Requirement On the Basis of Sole Source for Services Performed by Academy Sports Turf, Inc., for the Paintbrush Park

Synthetic Turf Conversion Project and Approving an Equipment and Services

Agreement [Location: 3492 Meadows Blvd, Castle Rock, CO 80109]

Executive Summary

The purpose of the Resolution (Attachment A) is to request Town Council approval of an Equipment and Services Acquisition Agreement (Exhibit 2) with Academy Sports Turf, Inc. (Academy) for the Paintbrush Park Synthetic Turf Conversion Project. This cooperative partnership between Castle Rock Water and the Parks and Recreation Department will convert two of the existing softball fields and the soccer field at Paintbrush Park from natural grass to synthetic turf. The project will save over 4 million gallons of water annually and improve the athletic programming capability at one of the Town's most popular parks.

Academy is a leading supplier of synthetic turf systems and is a TenCate Grass Company. Academy has long-standing experience in the development, manufacturing, construction, installation and maintenance of synthetic turf systems with over 400 field installations. Their ability to provide highquality product innovation and turnkey, sustainable sports solutions is unrivaled in the industry.

Academy is a certified vendor through The Interlocal Purchasing System (TIPS) and meets the requirements outlined for a Sole Source purchase under the established criteria of the Town's Purchasing Policy as a Cooperative Purchasing Group.

Site work will include the removal of Kentucky Bluegrass Sod and approximately 4 to 6 inches of underlying soil; laser grading of the drainage media subgrade; installation of a subsurface drainage system; installation of 4 inches of fractured stone base and drainage media; 2 inches of crusher fine gravel; and a nailer edge surrounding the perimeter of the field. The turf has an 8-year manufacturer's warranty, 8-year installation warranty and 1-year warranty on base construction.

Academy is well qualified to perform the work. All staff members involved in the project have over 15

Item #: 10. File #: RES 2022-083

years of experience in the installation of synthetic turf. Academy has completed hundreds of installations in Colorado and throughout the mountain west.

Staff recommends approving a construction contract with Academy in the amount of \$1,659,000. An interfund loan agreement between Castle Rock Water and Parks and Recreation will provide the upfront capital cost required to fund the conversion project. Construction will begin in late October 2022 and be complete by March 1, 2023 to accommodate spring baseball, softball and soccer and ensure that fields are useable before the 2023 irrigation season.

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

Conversions of irrigated bluegrass athletic fields to synthetic turf have been supported by past Town Council and Commission members. The last similar conversion project occurred at Metzler Ranch Park in 2018. Conversions save water, reduce maintenance and improve programming capabilities.

Discussion

Due to anticipated short-term demand challenges and the need for long-term water savings, Castle Rock Water initiated discussions to reduce water use, especially peak water use during irrigation season, through the removal of natural grass. Peak water use or demand can be as high as 19 million gallons per day during summer at the height of irrigation season. Typical winter usage is around 5 million gallons per day. Roughly 42% of total water use is applied to outdoor irrigation of turf and other landscapes. Water used for irrigation is not easily recaptured as reusable water supply. The peak demand and the inability to easily reuse water applied to outdoor landscapes makes outdoor water irrigation the most expensive use of the resource.

Parks and Recreation Staff recommended Paintbrush Park as a conversion project for several reasons. When compared to other parks, the conversion will provide significant maintenance savings through the elimination of infield and outfield upkeep, including aeration, fertilization and irrigation. The organization of the complex will also allow for substantial water savings (\$40,000 annually). The conversion will improve the athletic programming capacity of the facility by reducing cancellations due to wet infield conditions and will also reduce maintenance that can be utilized for other facilities.

Castle Rock Water and Parks and Recreation Staff partnered to convert the baseball fields at Metzler Ranch Park in 2018, which experienced significant success. Savings to date in water use are estimated at 14.8 million gallons. The project at Metzler Ranch Park was structured in a very similar manner as the proposed project, with a capital payment by Castle Rock Water for saved water and then an interfund loan. To date, the remaining balance on the loan is \$1,029,028, and the loan is on schedule to be paid off by December 31, 2033 with a final balloon payment of \$518,322.

Budget Impact

Academy is a certified vendor through The Interlocal Purchasing System (TIPS) and meets the requirements outlined for a Sole Source purchase under the established criteria of the Town's Purchasing Policy as a Cooperative Purchasing Group. Further, review of the proposed cost from Academy has been assessed by Staff and is competitive with pricing for similar projects.

Item #: 10. File #: RES 2022-083

The proposal from Academy is separated by the softball fields and the soccer field.

Total	\$1,659,000
Soccer field (approximately 66,000 sq. ft.)	\$573,000
Softball fields (approximately 154,000 sq. ft.)	\$1,086,000

An interfund loan agreement between Castle Rock Water and Parks and Recreation will provide the \$1.659 million up-front capital cost required to fund the conversion project. This loan agreement will be at 1.5% interest. Castle Rock Water will also make a capital contribution in an amount of \$683,200 derived from \$56,000 per acre foot times 12.2 acre-feet of saved water. This per acre foot cost is a reasonable but high-end estimate to purchase and fully develop renewable water rights. This highend price is justified by the immediate nature of the project (i.e. it will be available for savings next irrigation season) and the fact that water will be removed from outdoor irrigation uses, which are the most costly uses for the resource in part because this water cannot be recovered for reuse. The General Fund (Parks) will repay the remaining balance through a \$40,000 annual payment through water savings for 15 years, which is the life of the turf. Up to an additional \$33,000 per year in funding for the next 15 years would be paid through lodging tax to cover the remaining conversion cost. The General Fund (Parks) will be responsible for the maintenance and operation of the turf after installation.

This project will be expensed to General Fund Parks Capital line item 110-5275-452.78-47.

Staff Recommendation

Staff recommends approving an equipment and services acquisition agreement between the Town of Castle Rock and Academy Sports Turf, Inc. for the Paintbrush Park Synthetic Turf Conversion Project.

Proposed Motion

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

Alternate Motions

"I move to approve the F	Resolution as introduced b	y title with the following	ng changes	97
"I move to continue this	item to a future Town Cou	ncil agenda on	date to allow additi	onal time

to (list information needed)."

Attachments

Resolution

Exhibit 1 - Sole Source Justification Form

Exhibit 2 - Agreement

RESOLUTION NO. 2022-

A RESOLUTION WAIVING FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE FOR SERVICES PERFORMED BY ACADEMY SPORTS TURF, INC., FOR THE PAINTBRUSH PARK SYNTHETIC TURF CONVERSION PROJECT AND APPROVING AN EQUIPMENT AND SERVICES AGREEMENT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has identified an entity to provide synthetic turf conversion and installation work for the Paintbrush Park Synthetic Turf Conversion Project (the "Project"); and

WHEREAS, the Project selection team has determined Academy Sports Turf, Inc., (the "Contractor") is best qualified to perform work for the Project; and

WHEREAS, under the Town Procurement Code, in most instances, the Town Manager has the authority to approve contracts for the purchase of goods or procurement of services in an amount up to and including \$250,000; and

WHEREAS, an exception to this general rule, however, occurs where a contract is entered into without a competitive bidding process based upon a justification that only one known source exists or that only one single supplier can fulfill the requirements ("sole source"); and

WHEREAS, under these circumstances, Town Council must waive the requirement for formal written sealed bids on the basis of sole source for the procurement of work or services in excess of \$75,000; and

WHEREAS, pursuant to the Town of Castle Rock Municipal Code Section 3.02.060, Town Staff recommends Town Council waive the formal written sealed bid requirement on the basis of sole source for the Project in an amount of \$1,659,000.00; and

WHEREAS, should Town Council waive the formal written sealed bid requirement, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide work for the Project.

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

Section 1. <u>Approval</u>. The sole source justification form is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

Section 2. <u>Approval</u>. The Equipment and Services Acquisition Agreement between the Town and Contractor is hereby approved in substantially the same form attached as *Exhibit 2*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

Section 3. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment from account no. 110-5275-452.78-47 in an amount not to exceed \$1,659,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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 and Recreation		



SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM DIVISION AND POLICY NUMBER PURCHASING Approval Date 1/1/2018 Revision Date N/A

COMMODITY OR SERVICE	
VENDOR	
AMOUNT OF PURCHASE \$	
REQUESTORS NAME	
DEPARTMENT	
DEPARTMENT DIRECTOR's Approval	
FINANCE DEPARTMENT's Approval	
TOWN MANAGER's (or Designee) Approval	
PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
 Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock. 	
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

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



TOWN OF CASTLE ROCK EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (Paintbrush Park Synthetic Turf Conversion)

DATE:

August 11 2022

PARTIES:

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

ACADEMY SPORTS TURF, INC., a Colorado corporation, 3740 S. Jason St., Englewood, Colorado 80110 ("Contractor").

RECITALS:

A. The Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

- **Section 1.** <u>Scope of Services.</u> Contractor shall perform all of the services and provide all materials as set forth on *Exhibit 1* ("Work"). Contractor shall complete the Work consistent with standards and practices of the profession.
- Section 2. <u>Total Obligation</u>. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed \$1,659,000.00, unless authorized in writing by the Town.
- Section 3. Payment. Contractor shall invoice Town upon completion of the Work. Town may withhold payment in whole, or in part for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of Section 6, below. Town shall remit payment, whether whole or in part within 15 days receipt of such invoice.
- Section 4. <u>Completion.</u> Contractor understands time is of the essence in this Agreement. Contractor shall commence the Work on or about October 24, 2022 and complete the Work not later than March 31, 2023. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.



- **Section 5.** <u>Subcontractors.</u> Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.
- Section 6. Inspection and Warranty. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Contractor expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

- Section 7. Risk of Loss. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.
- **Section 8.** Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.
- **Section 9.** Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.
- **Section 10.** <u>Notice.</u> 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 11.** <u>Insurance.</u> 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 an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, 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 Consultant. 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 Consultant 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 2* 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.
- **Section 12.** Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 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 13.** <u>Indemnification.</u> 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 14.** <u>Delays.</u> 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 15.** Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
- **Section 16.** Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by 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 17.** <u>Time of the Essence.</u> 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 18. Default and Remedies**. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 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 19.** <u>Waiver.</u> 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 20.** Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.
- Section 21. <u>Independent Contractor</u>. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, 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 22. 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.

Section 23. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

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 and Recreation
CONTRACTOR:	
ACADEMY SPORTS TURF, INC.	
By: PANIKEUET	
Its: CFO	



EXHIBIT 1

SCOPE OF WORK AND FEE SCHEDULE

Contractor shall convert two existing softball fields and one soccer field in Paintbrush Park from natural grass to synthetic turf as follows:

Full Softball Field Conversions - Approximately 154,000 square feet

Inclusions:

- Remove 2-3" of existing sod and haul off
- Remove an additional 4-6" of topsoil or other soil to establish synthetic field subgrade
- Remove and dispose of existing infield mix to location designated by the Town of Castle Rock
- Compact field to 95% Standard Proctor
- Laser grade sub-base to +/- 1/10th every 10'/blue top field
- Trench for perimeter drains and outflow pipe at area to be determined
- Supply and install geotextile in drainage trenches and across entire subgrade
- Supply and install 6" corrugated perforated pipe for field drainage
- Backfill drainage trenches with ¾" aggregate
- Supply and install nailer board at perimeter mow band
- Supply and install 4" of 3/4" minus aggregate base material
- Supply and install 2" of crusher fines
- Ensure that 3/4" drainage rock remains above drain lines to surface
- Laser Grade to slope defined in drawings
- Pile Fiber Turf System Greenfields Allsport XP-52 Outfield/Ironturf Infield
- Submit shop drawings for approval from owner
- Field to be striped for baseball/softball only
- Order turf according to all drawings and specifications and owner's approval
- Conduct pre-infill walk through with owner to ensure compliance
- Supply and install 70% crumb rubber and 30% silica sand infill Outfield
- Supply and install 50% crumb rubber and 50% silica sand infill Infield
- Groom field for final approval
- Cut turf at perimeter and staple to attachment system upon completion
- Eight-year manufacturer's turf warranty
- > Eight-year installation warranty on turf, one-year on base construction
- 3 copies of Operations & Maintenance manuals including as-builts & warranties
- TIPS Contract # 210205

Exclusions:

- Professional site survey, stamped engineered drawings to Town of Castle Rock code, and permits
- Bonding
- Storm water pollution prevention (SWPP) items
- Taxes (Assuming Tax Exempt)
- Cutting/blasting, removing bedrock
- Pre-construction site survey
- Soils Borings

TOTAL COST - Paintbrush Park - Full Field Installation

Greenfields Allsport XP-52 Outfield & Ironturf Infield – \$1,086,000.00



Soccer Field Conversion – Approximately 66,000 square feet

Inclusions:

- Establish point of entry
- Remove 2-3" of existing sod and haul off
- Remove an additional 4-6" of topsoil or other soil to establish synthetic field subgrade
- Compact field to 95% Standard Proctor
- Laser grade sub-base to +/- 1/10th every 10'/blue top field
- Trench for perimeter drains and outflow pipe at area to be determined
- Supply and install geotextile in drainage trenches and across entire subgrade
- Supply and install 6" corrugated perforated pipe for field drainage
- Backfill drainage trenches with 3/4" aggregate
- Supply and install 4" x 4" nailer board at perimeter of field
- Supply and install 4" of ¾" minus aggregate base material
- Supply and install 2" of crusher fines
- Ensure that ¾" drainage rock remains above drain lines to surface
- Laser Grade to slope defined in drawings
- Pile Fiber Turf System Greenfields Allsport XP-52
- Pile Fiber Turf System Greenfields Ironturf
- Submit shop drawings for approval from owner
- Field to be 100% green, no permanent markings
- Order turf according to all drawings and specifications and owner's approval
- Conduct pre-infill walk through with owner to ensure compliance
- Supply and install 70% crumb rubber and 30% silica sand infill Outfield
- Groom field for final approval
- Cut turf at perimeter and staple to attachment system upon completion
- Eight-year manufacturer's turf warranty, ten years on Ironturf
- Eight-year installation warranty on turf, one-year on base construction
- 3 copies of Operations & Maintenance manuals including as-builts & warranties
- TIPS Contract # 201205

Exclusions:

- Professional site survey, stamped engineered drawings to Town of Castle Rock code, and permits
- Bonding
- Storm water pollution prevention (SWPP) items
- Taxes (Assuming Tax Exempt)
- Cutting/blasting, removing bedrock
- Pre-construction site survey
- Soils Borings

TOTAL COST - Paintbrush Park - Soccer Field Installation

Greenfields Ironturf - \$573,000.00



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

ACORT

CERTIFICATE OF LIABILITY INSURANCE

5/9/2023

DATE (MM/DD/YYYY)

8/12/2022 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 PHONE (A/C, No, Ext): E-MAII Kansas City MO 64112-1906 E-MAIL ADDRESS (816) 960-9000 kctsu@lockton.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Hartford Fire Insurance Company 19682 INSURED ACADEMY SPORTS TURF, INC., INSURER B: Property and Casualty Ins Co of Hartford 34690 1500970 3740 S. JASON ST. INSURER C : ENGLEWOOD CO 80110 INSURER D INSURER E : INSURER F **COVERAGES** CERTIFICATE NUMBER: 18786109 **REVISION NUMBER:** XXXXXXX THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** INSD WVD LIMITS COMMERCIAL GENERAL LIABILITY NOT APPLICABLE EACH OCCURRENCE \$ XXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ XXXXXXX PRO-JECT PRODUCTS - COMP/OP AGG \$ XXXXXXX OTHER A **AUTOMOBILE LIABILITY** OMBINED SINGLE LIMIT 37 AB S79004 5/9/2022 5/9/2023 \$ 1,000,000 (Ea accident) ANY AUTO X BODILY INJURY (Per person) \$ XXXXXXX OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ XXXXXXX AUTOS NON-OWNED X PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY \$ XXXXXXX (Per accident) \$ XXXXXXX UMBRELLA LIAB OCCUR NOT APPLICABLE EACH OCCURRENCE \$ XXXXXXX **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ XXXXXXX DED RETENTION \$ \$ XXXXXXX WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 37 WN S79003 5/9/2022 5/9/2023 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$ 1,000,000 N NIA OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED ON AUTO LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON AUTO LIABILITY, WORKERS COMPENSATION/EMPLOYER'S LIABILITY IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE **CERTIFICATE HOLDER** CANCELLATION 18786109 TOWN OF CASTLE ROCK SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 100 N. WILCOX ST. **CASTLE ROCK CO 80104** AUTHORIZED REPRESENTATIVE



EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, pan Kerrey (printed name), an authorized representative of **ACADEMY SPORTS TURF, INC.**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may

 be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.
- I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

CONTRACTOR/CONSULTANT/VENDOR ACADEMY SPORTS TURF, INC. By: STATE OF COLORADO day of Wela The foregoing instrument as acknowledged before me this 2012 by Yaul Kel of Contractor/Consultant/Vendor. Witness my official hand and seal. My commission expires: 02/04/2024 Notary Public SYLVIA ZAPATA Notary Public State of Colorado Notary ID # 19994035209

My Commission Expires 02-04-2024



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 11. File #: RES 2022-084

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Jenn Jaeger, Chief Technology Officer From:

> Dan Sailer. Public Works Director Jeff Brauer, Parks & Recreation Director Mark Marlowe. Castle Rock Water Director

Resolution Waiving Formal Written Bidding Requirement On the Basis of Sole Source for Services Performed by Cartegraph Systems, LLC, for Software Support and Approving a Service Agreement

Executive Summary

Staff requests approval to renew the Cartegraph OMS subscription (Exhibit 1) for a 3-year term, with the existing agreement expiring on 12/31/2022. Approval of the renewal agreement early allows for the planning of increased costs (1/1/2023-12/31/2025) and assurance of non-interrupted support for a critical utility used to manage the Town's recreational, streets/traffic, and water/sewer assets.

Staff requests approval of the Cartegraph Solutions Master Agreement (Exhibit 1) between the Town of Castle Rock and Cartegraph, previously approved by the Town of Castle Rock's Legal department.

Budget Impact

The total cost of this 3-year budgeted agreement is \$262,150.48 and will be paid annually by the Water Department, Parks & Recreation Department, and Public Works Department split by the use of specific features and the percentage of staff using the software when the annual payment is due. The annual estimated split by department was calculated on 7/11/2022 with 167 people using the OMS software.

Staff Recommendation

Staff recommends approval of the 3-year term Master Agreement between the Town of Castle Rock and Cartegraph OMS for a budged total of \$262,150.48.

Item #: 11. File #: RES 2022-084

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

Resolution

Exhibit 1: Cartegraph Solutions Master Agreement (MA-22-05006)

Attachment A: Sole Source

Attachment B: 2023-2025 Cost Split Worksheet

RESOLUTION NO. 2022-

A RESOLUTION WAIVING FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE FOR SERVICES PERFORMED BY CARTEGRAPH SYSTEMS, LLC, FOR SOFTWARE SUPPORT AND APPROVING A SERVICE AGREEMENT

- **WHEREAS**, the Town of Castle Rock, Colorado (the "Town") has identified a vendor to provide software support to the Town's recreational, street and traffic, and water and sewer assets; (the "Project"); and
- **WHEREAS**, the Project selection team has determined Cartegraph Systems, LLC (the "Contractor") is best qualified to perform the services for the Project; and
- **WHEREAS**, under the Town Procurement Code, in most instances, the Town Manager has the authority to approve contracts for the purchase of goods or procurement of services in an amount up to and including \$250,000; and
- **WHEREAS**, an exception to this general rule, however, occurs where a contract is entered into without a competitive bidding process based upon a justification that only one known source exists or that only one single supplier can fulfill the requirements ("sole source"); and
- **WHEREAS**, under these circumstances, Town Council must waive the requirement for formal written sealed bids on the basis of sole source for the procurement of work or services in excess of \$75,000; and
- **WHEREAS**, pursuant to the Town of Castle Rock Municipal Code Section 3.02.060, Town Staff recommends Town Council waive the formal written sealed bid requirement on the basis of sole source for the Project in an amount of \$262,150.48; and
- **WHEREAS**, should Town Council waive the formal written sealed bid requirement, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide services for the Project over a three-year term, subject to the appropriation of sufficient funds therefore by the Town Council.

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

- **Section 1.** Approval. The sole source justification form is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.
- **Section 2.** Approval. The Service Agreement between the Town and Contractor is hereby approved in substantially the same form attached as *Exhibit 2*, with such technical changes,

additions, modifications, or deletions 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 by and on behalf of the Town.

Section 3. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment in the amounts depicted in *Exhibit 2*, in an amount not to exceed \$262,150.48 over a three-year period, subject to the appropriation of sufficient funds therefor by the Town Council, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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	David L. Corliss, Town Manager		



Town of Castle Rock Cartegraph Solutions Master Agreement

Master Agreement: MA-22-05006 Date Prepared: 6/7/2022

Date of Expiration: 12/16/2022

For any questions or assistance, please contact:

Heather Henderson Account Manager Phone: (303) 359-8327

Mobile: +1 3033598327

Email: heatherhenderson@cartegraph.com

Cartegraph Systems LLC 3600 Digital Drive Dubuque, IA 52003-8962

http://www.cartegraph.com

Toll Free: (800) 688-2656 Phone: (563) 556-8120 Fax: (563) 556-8149

Master Agreement

Cartegraph Systems LLC is pleased to present this Master Agreement for its world-class technology solutions. This Master Agreement is made and entered into between Town of Castle Rock (hereinafter referred to as "Town of Castle Rock", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph), each referred to as a "Party" or collectively as the "Parties" and is effective when fully executed by both Parties ("Effective Date").

This Master Agreement 1) will exclusively govern Customer's access to and use of Solution Subscriptions and/or Solution Services; 2) is the complete and sole understanding and agreement between Parties, and supersedes any oral or written proposal, agreement, or other communication between the Parties; 3) may only be modified or amended in writing as permitted herein; 4) is governed by the terms and conditions of the Cartegraph Solutions Agreement (Addendum A), unless (i) otherwise set forth herein, or (ii) there is an applicable written Customer Agreement executed by the Parties that directly references this Master Agreement, for the Solutions referenced in this Master Agreement. Any inconsistency between the documents shall be resolved by giving precedence to 1) a Customer Agreement (if applicable), 2) this Master Agreement, and 3) the Cartegraph Solutions Agreement.

The term of this Master Agreement shall begin on the Effective Date and continue until it is terminated as permitted herein. The duration of time specified in the Investment Summary of this Master Agreement shall be the "Initial Term." Subsequently executed Sales Orders under this Agreement may add additional Solution Subscriptions and/or Solution Services to the Initial Term as well as renew the Solution Subscriptions and/or Solution Services for successive periods, each a "Renewal Term."

BY EXECUTING OR REFERENCING THIS MASTER AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY EXHIBITS, AND THE PARTIES AGREE TO BE LEGALLY BOUND BY SUCH AGREEMENT.

CUSTOMER ADDRESS:

LICENSEE ADDRESS:

Town of Castle Rock 100 North Wilcox Street Castle Rock, Colorado 80104-1907 Town of Castle Rock 100 Wilcox St Castle Rock, Colorado 80104-1907

The following Addendums are attached to this Master Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS AGREEMENT

ADDENDUM B - Not Used

ADDENDUM C - Not Used ADDENDUM D - Not Used

ADDENDUM E - CARTEGRAPH OMS EDITIONS

ADDENDUM F - Not Used

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 1/1/2023 - 12/31/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 22,668.57
2	OMS User	OMSUSR	200	USD 27,747.47
3	811 Integration	811NORINT	1	USD 5,459.00
4	Parks & Recreation Domain	DOM004	1	USD 2,411.55
5	Sanitary Sewer Domain	DOM005	1	USD 5,787.72
6	Stormwater Domain	DOM007	1	USD 5,787.72
7	Transportation Domain	DOM008	1	USD 4,340.79
8	Water Distribution Domain	DOM010	1	USD 5,787.72
9	Signal Domain	DOM006	1	USD 2,893.86
10	HVAC Equipment Asset	AST005	1.00	USD 1,446.93
11	ADA Ramps Asset	AST080	1.00	USD 482.31
	Term 01 - 1/1/2023 - 12/31/2023 - Subscription TOTAL:			USD 84,813.64

Term 02 - 1/1/2024 - 12/31/2024 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 23,348.63
2	OMS User	OMSUSR	200	USD 28,579.89
3	811 Integration	811NORINT	1	USD 5,622.77
4	Parks & Recreation Domain	DOM004	1	USD 2,483.90
5	Sanitary Sewer Domain	DOM005	1	USD 5,961.35
6	Stormwater Domain	DOM007	1	USD 5,961.35
7	Transportation Domain	DOM008	1	USD 4,471.01
8	Water Distribution Domain	DOM010	1	USD 5,961.35
9	Signal Domain	DOM006	1	USD 2,980.68
10	HVAC Equipment Asset	AST005	1.00	USD 1,490.34
11	ADA Ramps Asset	AST080	1.00	USD 496.78
Term 02 - 1/1/2024 - 12/31/2024 - Subscription TOTAL: USD 87,358.05				USD 87,358.0

Term 03 - 1/1/2025 - 12/31/2025 - Subscription

	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 24,049.09
2	OMS User	OMSUSR	200	USD 29,437.29
3	811 Integration	811NORINT	1	USD 5,791.45
4	Parks & Recreation Domain	DOM004	1	USD 2,558.42
5	Sanitary Sewer Domain	DOM005	1	USD 6,140.19
6	Stormwater Domain	DOM007	1	USD 6,140.19
7	Transportation Domain	DOM008	1	USD 4,605.14
8	Water Distribution Domain	DOM010	1	USD 6,140.19
9	Signal Domain	DOM006	1	USD 3,070.10
10	HVAC Equipment Asset	AST005	1.00	USD 1,535.05
11	ADA Ramps Asset	AST080	1.00	USD 511.68
Term 03 - 1/1/2025 - 12/31/2025 - Subscription TOTAL:				USD 89,978.79

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 84,813.64
Total Term 2	USD 87,358.05
Total Term 3	USD 89,978.79

Investment Notes:

- Any Customer Purchase Order, Contract, and/or Agreement must reference Cartegraph Master Agreement: MA-22-05006.
- Purchasing the Solutions presented herein through any alternative procurement method will require a revised price proposal which may include an associated price adjustment.
- Prices may include discounts, concessions, or incentives that are only applicable to this transaction and should not be assumed for future purchases.
- Prices do not include any taxes that may apply at the time of invoicing. If applicable, any such taxes are the responsibility of Customer and will appear on the respective invoice.
- Prices do not include any applicable Esri ArcGIS licenses.
- Prices are in U.S. Dollars (\$USD).
- Prices for the Initial Term are valid only if this Master Agreement is executed by 12/16/2022.

Payment

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Master Agreement, Cartegraph will provide the Solution Subscriptions and/or Solution Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Master Agreement. The payment for the initial term is due upon execution of the Master Agreement. Payment for any subsequent renewal terms will be due in annual installments as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

Term 1: \$84,813.64Term 2: \$87,358.05Term 3: \$89,978.79

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).
- For customers within the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the "Customer Address" identified herein.

Acceptance

BY SIGNING BELOW, EACH PARTY AGREES THAT 1) ITS SIGNATORY HAS THE AUTHORITY TO BIND THEIR PARTY TO THIS OBLIGATION, AND 2) THAT ALL USE AND ACCESS TO THE SOLUTION SUBSCRIPTION AND/OR SOLUTION SERVICES DESCRIBED HEREIN SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THE FOLLOWING ORDER OF PRECEDENCE A) A CUSTOMER AGREEMENT (IF APPLICABLE), B) THIS MASTER AGREEMENT AND ALL AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN, AND C) THE CARTEGRAPH SOLUTIONS AGREEMENT.

Cartegraph Systems LLC:	
BY:	
Mitch Bradley	
SVP of Sales & Marketing	
IN WITNESS WHEREOF: the undersigned respective organizations, hereby agree	I parties, each having authority to bind their
ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk Date	David L. Corliss, Town Manager Date
Approved as to Form:	Approved as to Content:
Michael J. Hyman, Town Attorney Date	Mark Marlowe, Director Castle Rock Water Date
	Jeff Brauer, Director of Parks and Recreation Date
	Dan Sailer, Director of Public Works Date
	Jennifer Jaeger, Chief Technology Officer Date

ADDENDUM A

Solutions Agreement

This Cartegraph Solutions Agreement ("Agreement") is a contract between Cartegraph Systems LLC, a Delaware corporation, having its principal place of business at 3600 Digital Drive, Dubuque, Iowa 52003 ("Cartegraph") and you, or if you represent an entity or other organization, that entity or organization, (in either case, the "Customer"). Cartegraph and Customer may be referred to in this Agreement collectively as the "parties" or individually as a "party."

Cartegraph provides certain hosted operations management and asset management solutions (the "Cartegraph Solutions" or "Solutions"). Customer desires to purchase a subscription to access and use certain of the Cartegraph Solutions for Customer's own internal use and operations.

This Agreement sets forth the terms and conditions under which Cartegraph will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Cartegraph and Customer (each, a "Purchase Agreement") and perform those services specified in each Purchase Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the "Services"). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an "Addendum"), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Cartegraph regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE AGREEMENT, CARTEGRAPH IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF CARTEGRAPH SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

1. TERM.

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement ("Initial Term"). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement shall automatically renew for successive additional 1 year renewal periods (each, a "Renewal Term") unless either

party provides the other party with written notice of its intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

2. SOLUTIONS.

2.1 FUNCTIONALITY.

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 SUBSCRIPTION.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Cartegraph will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer ("Users") to access and use the Solutions, solely for purposes of Customer's own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Cartegraph in writing.

2.3 ACCESS.

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. Customer will ensure that all information about each User provided to Cartegraph in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Cartegraph promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Cartegraph be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 RESTRICTIONS.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Cartegraph to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Cartegraph and its licensors. As a condition to the use of and access to the Solutions, Customer will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (i) interfere in any manner with the operation or hosting of the Cartegraph Technology.

2.5 THIRD PARTY OFFERINGS.

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third-Party Offerings is also subject to the terms and conditions of any Third-Party Terms applicable to that Third Party Offering. Except as set forth in this Agreement, any applicable Third-Party Terms will control in the event of a conflict between the terms of this Agreement and those Third-Party Terms. Except as expressly set forth in any Third-Party Terms, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

3. SERVICES.

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Cartegraph will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Cartegraph has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

3.1 ON-SITE INSTALLATION SERVICES.

Cartegraph will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Cartegraph's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Cartegraph to provide Cartegraph with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Cartegraph to the equipment and hardware shall

be remote access. Unless otherwise specified in a Purchase Agreement, Cartegraph shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Cartegraph determines that it is necessary to perform any Services on Customer's premises, Cartegraph shall first receive approval from Customer prior to performing such Services on Customer's premises. Cartegraph shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Cartegraph sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Cartegraph Technology separate and apart from Customer's right to access the Solutions installed on-site by Cartegraph as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Cartegraph's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

3.2 SUPPORT SERVICES.

Cartegraph will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement ("Support Services").

3.3 ON-SITE INSTALLATION SERVICES.

Cartegraph will provide Customer with the field implementation Services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement ("Field Services"). Field Services will be subject to scheduling in cooperation with Customer.

3.4 DATA SERVICES.

Cartegraph will provide Customer with the data collection Services for the Solutions as specified in Addendum C if such Addendum is attached to a Purchase Agreement ("Data Services"). Data Services will be subject to scheduling in cooperation with Customer.

3.5 PROFESSIONAL SERVICES.

Cartegraph will perform any additional professional Services relating to the Solutions ("Professional Services") if specified in any written statement of work mutually agreed to by both parties under this Agreement. Cartegraph will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Cartegraph's then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. SOFTWARE.

Cartegraph may provide Customer with software in connection with the Solutions ("Software"). Unless any Software provided by Cartegraph in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Cartegraph (a "Software License Agreement"), Cartegraph grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Cartegraph for Customer's own internal use and operations in connection with Customer's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement),

Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Cartegraph. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as either: (1) Browser Based User – Each browser based User is defined by User ID; or For Server Software – One copy of Software for each server. Customer agrees that Cartegraph may audit Customer's Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Cartegraph and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Cartegraph's ability to render Services.

5. FEES AND PAYMENT.

5.1 FEES.

Customer agrees to pay Cartegraph all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

5.2 PAYMENT.

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Cartegraph under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Cartegraph to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Cartegraph (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. If Cartegraph requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

5.3 TAXES.

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Cartegraph's net income. If Cartegraph is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Cartegraph with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.4 FEE INCREASES.

Cartegraph may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Cartegraph of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

5.5 EXPENSES.

Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

6. TERMINATION.

6.1 TERMINATION FOR CAUSE.

Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

6.2 SERVICE DISCONTINUANCE.

If Cartegraph at any time discontinues offering any Solutions or any Services to new customers, Cartegraph will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Cartegraph will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Cartegraph will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Cartegraph shall have no further obligation to provide the Solutions or any Service under this Agreement.

6.3 SUSPENSION.

Without limiting Cartegraph's right to terminate this Agreement, Cartegraph may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Cartegraph to prevent any damage, injury, or harm to Cartegraph, the Cartegraph Technology, any other Cartegraph customer, or any third party.

6.4 EFFECT OF TERMINATION.

All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Cartegraph may cease providing access to all Solutions and Services under this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under

this Agreement will become immediately due and payable to Cartegraph; (e) Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Data and Cartegraph Confidential Information (each as defined below) then in Customer's possession or control; and (f) Cartegraph will either return to Customer or, at Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Cartegraph's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4(Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

6.5 TRANSITION SERVICES.

Except in the case of a termination under Section 6.1 by Cartegraph, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Cartegraph continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Cartegraph will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Cartegraph for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Cartegraph's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

7. OWNERSHIP.

Cartegraph retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Cartegraph in perfecting and defending Cartegraph's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Cartegraph (or its third-party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Cartegraph. Customer will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

8. DATA.

8.1 CUSTOMER DATA.

As between Customer and Cartegraph, Customer retains ownership of all data, information, and other content provided to Cartegraph or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Cartegraph to use and process all Customer Data in the performance of the Services and any other obligations of Cartegraph under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Cartegraph to maintain back-up copies of Customer Data, Cartegraph will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

8.2 Cartegraph DATA.

As between Cartegraph and Customer, Cartegraph retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Cartegraph Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Cartegraph uses commercially reasonable measures to ensure the accuracy and reliability of all Cartegraph Data, but except as expressly provided herein Cartegraph will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Cartegraph Data.

8.3 DATA SECURITY.

Cartegraph shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Cartegraph Data in the possession or control of such party. Each party will indemnify and hold harmless the other party from and against any damages or losses asserted against or incurred by the other party arising out of or related to a breach of a party's data security obligations.

8.4 DATA PRIVACY.

Cartegraph may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Cartegraph's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Cartegraph will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Cartegraph, the data and information may be used by Cartegraph, or its

permitted service providers, for any lawful business purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

9. REPRESENTATIONS AND WARRANTIES.

9.1 GENERAL.

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

9.2 PERFORMANCE.

During the term of this Agreement, Cartegraph represents and warrants to Customer that Cartegraph will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Cartegraph and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Cartegraph's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Cartegraph to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

9.3 NON-INFRINGEMENT.

Cartegraph represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Cartegraph's sole obligation and Customer's sole and exclusive remedy for of any failure by Cartegraph to comply with the foregoing sentence, Cartegraph will defend Customer against any such failure as set forth in Section 11.2.

10. DISCLAIMER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE" AND CARTEGRAPH AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERRORFREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARTEGRAPH, ITS

EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. INDEMNIFICATION.

11.1 GENERAL.

Each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.2 NON-INFRINGEMENT.

Cartegraph will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Cartegraph will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Cartegraph reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Cartegraph may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Cartegraph will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Cartegraph; or (d) any modification of or enhancement to any Covered Service other than by Cartegraph. This Section constitutes Cartegraph's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

11.3 BY CUSTOMER.

Customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.4 CONDITIONS.

All obligation of each party to defend or indemnify the other party or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the "Indemnified Party") providing the other party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party's expense).

12. LIMITATION ON LIABILITY.

IN NO EVENT WILL CARTEGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CARTEGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CARTEGRAPH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CARTEGRAPH HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CARTEGRAPH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CARTEGRAPH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. INSURANCE.

If Cartegraph will provide Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.

14. CONFIDENTIALITY.

14.1 PROTECTION.

The parties expect to share information with each other related to the business and activities identified in this agreement ("Purpose"). Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very true nature the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who

have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

14.2 CONFIDENTIAL OR PROPRIETARY INFORMATION.

Confidential Information means all trade secrets or proprietary information conveyed by one party to the other as defined below. Each party will hold in confidence, and will not disclose to any unauthorized personnel, any Confidential Information of the other party. Each party will use such Confidential Information only for the Purpose for which it is intended. Each party deems all software and related documentation provided by the other party to be Confidential Information.

For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, charts, databases, inventions, information and trade secrets; AND (a) any information marked "Confidential" or "Proprietary" or the like; and (b) any other information that should reasonably be recognized by Receiving Party as Confidential Information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Information which is orally or visually disclosed by one party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute Confidential Information of the releasing party if: (a) it would be apparent to a reasonable person, familiar with the business of the releasing party and the industry in which it operates, that such information is of a confidential or proprietary nature; or (b) The releasing party, within thirty (30) days after such disclosure, delivers to the receiving party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving party personnel to whom such disclosure was made.

Each party agrees not to use any confidential or proprietary information received by it under this Agreement for any purpose other than the Purpose. Except as otherwise permitted hereunder, each party agrees not to disclose any Confidential Information received by it under this Agreement to any third party and shall limit its disclosure to its employees having a need to know such information. Each party will adopt and maintain programs and procedures which are reasonably calculated to protect confidential or proprietary information, and will be responsible to the other party for any unauthorized disclosure or misuse of confidential or proprietary information which results from a failure to comply with this provision. Each party will promptly report to the other party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by and at the expense of the offended party to prevent, control, or remedy any such violation.

14.3 LIMITATION ON OBLIGATIONS.

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing

Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

14.4 OWNERSHIP OF SOFTWARE AND INTELLECTUAL PROPERTY

.

Each party is, and will remain, the exclusive owner, or is the authorized agent of the owner, of its software and other Confidential Information. All patent, copyright, trade secret, trademark, and other intellectual property rights remain solely with the party. No license or conveyance of any such rights to the other party is granted or implied under this Agreement. Use, examination, reproduction, copying, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of a party's software is strictly prohibited except as provided for under this Agreement.

14.5 RETURN OF CONFIDENTIAL INFORMATION

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

15. GOVERNING LAW.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

16. NON-SOLICITATION.

During the term of this Agreement and for a period of 12 months thereafter, Customer will not, directly or indirectly, for itself or on behalf of or in conjunction with any other third party, solicit, induce, hire, contract with, or engage the employment of an employee of Cartegraph, unless Customer: (1) obtains the prior written consent of Cartegraph, as applicable; and (2) pays Cartegraph as applicable a fee to be mutually agreed upon. If Customer directly employs or contracts with an employee of Cartegraph without the prior written consent of Cartegraph, Customer shall pay as damages 2 times the then yearly salary of the employee in question. The parties acknowledge and agree that the foregoing is not intended as a penalty of any kind but as reasonable and adequate compensation

to Cartegraph in the event Customer should directly employ or contract with an employee of Cartegraph without the prior written consent of Cartegraph.

17. FORCE MAJEURE.

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

18. NOTICE.

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

19. ADDITIONAL TERMS.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned without the prior written approval of Cartegraph. Any assignment in violation of the foregoing will be null and void. Cartegraph may assign this Agreement to any party that assumes Cartegraph's obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Cartegraph may subcontract its obligations under this Agreement, provided that Cartegraph remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees, or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party may be entitled. Customer gives Cartegraph permission to use Customer's name or logo for public press releases and customer stories. Cartegraph provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cartegraph to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included

Town of Castle Rock / 6/7/2022

Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

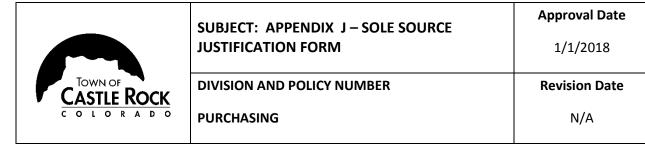
Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included



сомморіту ок service Cartegraph Licensing				
_{vendor} Cartegraph				
AMOUNT OF PURCHASE \$ \$262,150.4	48			
REQUESTORS NAME Jenn Jaeger				
DOIT	DocuSigned by:			
DEPARTMENT DIRECTOR's Approval	there!	8/2/2022 8:4	16 AM MDT	
	elle R Sch	rote Digitally signed by Michelle R Schrot DN: on=Michelle R Schrote, o=Tow Department, email=mschrote@crgc Date: 2022,08.01 12:08:48 -06'00'	n of Castle Rock, ou=Finance	
TOWN MANAGER's (or Designee) Approval	David L. Col	diss 8/1/2022 12:	38 PM MDT	
	1BB545/CFF/5414			
PURCHASING POLI	CY EXCEPTION	ITEM	CHECK ONE	
Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.				
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.				
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.				
4. Town of Castle Rock currently has a cont products or services and the compatibi	~			

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

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

recreat	tional, stree artegraph w	ts/traffic, and	d water/sewe 31/22. Appr	er assets. Toval of this	he Town's curenewal agre	license
ioi piai	ming or cos	nts ariu assur	Tarice of fior	rinterraptea	зарроп.	

Product	Quantity	Price	Cost Owner		
OMS Premium	1	\$ 22,668.57	Shared Cost	Shared costs:	\$50,416.04
OMS User	200	\$ 27,747.47	Shared Cost		
811 Integration	1	\$ 5,459.00	CRW		
Parks & Recreation Domain	1	\$ 2,411.55	P&R		
Sanitary Sewer Domain	1	\$ 5,787.72	CRW		
Stormwater Domain	1	\$ 5,787.72	CRW		
Transportation Domain	1	\$ 4,340.79	PW		
Water Distribution Domain	1	\$ 5,787.72	CRW		
Signal Domain	1	\$ 2,893.86	PW		
HVAC Equipment Asset	1	\$ 1,446.93	P&R		
ADA Ramps Asset	1	\$ 482.31	PW		
	Shared Cost Split by the Number of Active Users (Using 7/11/2022 numbers for the estimate)				
Parks	35	20.96%	. ,	24	
Public Works	41	24.55%		59	
Water	91	54.49%	\$ 27,472.2	21_	
Total	167	100.00%	\$ 50,416.0	04	
	Core Costs/Department				
Parks	\$14,424.72				
Public Works	\$20,094.55				
Water	\$50,294.37				
Total	\$84,813.64				
Public Works Cost Per Account	nt Code (aka divide by 3):	\$6,698.18			
Water Cost Per Account Code (aka divide by 4):		\$12,573.59			

Product	Quantity	Price	Co	ost Owner		
OMS Premium	1	\$ 23,348.63	Sh	nared Cost	Shared costs:	\$51,928.52
OMS User	200	\$ 28,579.89	Sh	nared Cost		
811 Integration	1	\$ 5,622.77		CRW		
Parks & Recreation Domain	1	\$ 2,483.90		P&R		
Sanitary Sewer Domain	1	\$ 5,961.35		CRW		
Stormwater Domain	1	\$ 5,961.35		CRW		
Transportation Domain	1	\$ 4,471.01		PW		
Water Distribution Domain	1	\$ 5,961.35		CRW		
Signal Domain	1	\$ 2,980.68		PW		
HVAC Equipment Asset	1	\$ 1,490.34		P&R		
ADA Ramps Asset	1	\$ 496.78		PW		
	Shared Cost Split by the Number of Active Users (Using 7/11/2022 numbers for the estimate)					
Parks	35	20.96%	-	10,883.22		
Public Works	41	24.55%	-	12,748.92		
Water	91	54.49%	\$	28,296.38		
Total	167	100.00%	\$	51,928.52		
	Core Costs/Department					
Parks	\$14,857.46					
Public Works	\$20,697.39					
Water	\$51,803.20					
Total	\$87,358.05					
Public Works Cost Per Account	· · · · · · · · · · · · · · · · · · ·	\$6,899.13				
Water Cost Per Account Code (aka divide by 4):		\$12,950.80				

Product	Quantity	Price	Cost Owner		
OMS Premium	1	\$ 24,049.09	Shared Cost	Shared costs:	\$53,486.38
OMS User	200	\$ 29,437.29	Shared Cost		
811 Integration	1	\$ 5,791.45	CRW		
Parks & Recreation Domain	1	\$ 2,558.42	P&R		
Sanitary Sewer Domain	1	\$ 6,140.19	CRW		
Stormwater Domain	1	\$ 6,140.19	CRW		
Transportation Domain	1	\$ 4,605.14	PW		
Water Distribution Domain	1	\$ 6,140.19	CRW		
Signal Domain	1	\$ 3,070.10	PW		
HVAC Equipment Asset	1	\$ 1,535.05	P&R		
ADA Ramps Asset	1	\$ 511.68	PW		
	Shared Cost Split by the Number of Active Users (Using 7/11/2022 numbers for the estimate)				
Parks	35	20.96%		2	
Public Works	41	24.55%		9	
Water	91	54.49%	\$ 29,145.2	7	
Total	167	100.00%	\$ 53,486.3	8	
	Core Costs/Department				
Parks	\$15,303.19				
Public Works	\$21,318.31				
Water	\$53,357.29				
Total	\$89,978.79				
Public Works Cost Per Account	nt Code (aka divide by 3):	\$7,106.10			
Water Cost Per Account Code (aka divide by 4):		\$13,339.32			



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 12. File #: RES 2022-085

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Jenn Jaeger, CTO From:

> Resolution Waiving Formal Written Bidding Requirement On the Basis of Sole Source for Services Performed by Microsoft Corporation for Software Upgrades and

Approving a Service Agreement

Executive Summary

Staff requests approval to renew our 3-year Enterprise Licensing Agreement (Attachment A) with Microsoft through the State of Colorado Government reseller, CDW-G, and an Enterprise Agreement and Enrollment with Microsoft (Exhibit 1 & 2). The previous Enrollment Agreement has been provided (Exhibit 5) to confirm our renewal.

The Town exclusively uses Microsoft products as an operating system and application standard for all computers and servers. The ELA provides software upgrades to improve productivity, integration with other applications, current security measures and more stability and effective interoperability. Our current ELA agreement with Microsoft expired on May 31, 2022. The Town has been provided a grace period until cost allocations were created by the Finance department. Each year the Town is responsible for the costs associated with adding licenses (annual true-up) (Exhibit 4), and those costs will be expensed to the ordering department.

Budget Impact

The total cost of this ELA over the 3-year term is \$507,721.92 (\$169,240.64 annually), and is cost allocated to each department, as shown in Exhibit 6.

Staff Recommendation

Staff recommends approval of the 3-year Microsoft Enterprise Licensing Agreement with the State of Colorado Government reseller, CDW-G for a budgeted total of \$507,721.92.

Proposed Motion

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

Item #: 12. File #: RES 2022-085

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)."

<u>Attachments</u>

Attachment A - CDW-G 3-year Enterprise Quote (Town of Castle Rock EA June 2022 Final Version July 6, 2022.pdf)

Exhibit 1 - Enterprise Agreement (Enterprise Agreement.docx)

Exhibit 2 - Enterprise Enrollment (Enterprise Enrollment (Indirect).docx)

Exhibit 3 - Signature Form (Signature Form.docx)

Exhibit 4 - Enterprise Update Statement - Annual True Up (Town of Castle Rock_ztu.docx)

Exhibit 5 - Previous Enrollment Agreement (Previous EnrollmentAgreement Form.docx)

Exhibit 6 - Cost Allocation schedule (Copy of ms ela costs july 2022 KS EDITS FINAL.xlsx)

Exhibit 7 - Sole Source

RESOLUTION NO. 2022-

A RESOLUTION WAIVING FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE FOR SERVICES PERFORMED BY MICROSOFT CORPORATION FOR SOFTWARE UPGRADES AND APPROVING A SERVICE AGREEMENT

- **WHEREAS**, the Town of Castle Rock, Colorado (the "Town") has identified a vendor to provide software upgrades to improve the Town's productivity, integration with other applications, current security measures, and stability and effective interoperability (the "Project"); and
- **WHEREAS**, the Project selection team has determined Microsoft Corporation (the "Contractor") is best qualified to perform the services for the Project; and
- **WHEREAS**, under the Town Procurement Code, in most instances, the Town Manager has the authority to approve contracts for the purchase of goods or procurement of services in an amount up to and including \$250,000; and
- **WHEREAS**, an exception to this general rule, however, occurs where a contract is entered into without a competitive bidding process based upon a justification that only one known source exists or that only one single supplier can fulfill the requirements ("sole source"); and
- **WHEREAS**, under these circumstances, Town Council must waive the requirement for formal written sealed bids on the basis of sole source for the procurement of work or services in excess of \$75,000; and
- **WHEREAS**, pursuant to the Town of Castle Rock Municipal Code Section 3.02.060, Town Staff recommends Town Council waive the formal written sealed bid requirement on the basis of sole source for the Project in an amount of \$507,721.92; and
- **WHEREAS**, should Town Council waive the formal written sealed bid requirement, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide services for the Project over three-year term, subject to the appropriation of sufficient funds therefore by the Town Council.

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

Section 1. Approval. The sole source justification form is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

Section 2. <u>Approval</u>. The Service Agreement between the Town and Contractor is hereby approved in substantially the same form attached as *Exhibit 2*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

Section 3. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment in the amounts depicted in *Exhibit 2*, in an amount not to exceed \$507,721.92 over a three-year period, subject to the appropriation of sufficient funds therefor by the Town Council, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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	



CDW Government, LLC Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote for

Date 7/6/22 Account Manager Von Alanguilan

VSL Specialist Chrissy Martinez

Channel Price Sheet Month Jun-22

Unless otherwise noted, All Quotes expire upon current month's end

Town of Castle Rock

	Annual Payment Customer to make three annual payments to CDW•G															
					Year 1			Year 2					Year 3			
Microsoft Part #	Description	Level	Quantity		Price		Extended		Price		Extended		Price		Extended	
KV3-00353	Win Enterprise Device ALng SA Platform	D	434	\$	46.63	\$	20,237.42	\$	46.63	\$	20,237.42	\$	46.63	\$	20,237.42	
KV3-00356	Win Enterprise Device ALng Upgrade SA Platform	D	60	\$	58.38	\$	3,502.80	\$	58.38	\$	3,502.80	\$	58.38	\$	3,502.80	
269-12442	Office Professional Plus ALng SA Platform	D	256	\$	105.01	\$	26,882.56	\$	105.01	\$	26,882.56	\$	105.01	\$	26,882.56	
KV3-00353	Win Enterprise Device ALng SA Platform	D	256	\$	46.63	\$	11,937.28	\$	46.63	\$	11,937.28	\$	46.63	\$	11,937.28	
W06-01069	Core CAL ALng SA Platform DCAL	D	256	\$	36.23	\$	9,274.88	\$	36.23	\$	9,274.88	\$	36.23	\$	9,274.88	
H30-00237	Project Professional ALng LSA 1 Server CAL	D	1	\$	455.98	\$	455.98	\$	455.98	\$	455.98	\$	455.98	\$	455.98	
H30-00238	Project Professional ALng SA 1 Server CAL	D	11	\$	212.11	\$	2,333.21	\$	212.11	\$	2,333.21	\$	212.11	\$	2,333.21	
076-01912	Project Standard ALng SA	D	15	\$	129.13	\$	1,936.95	\$	129.13	\$	1,936.95	\$	129.13	\$	1,936.95	
D87-01159	Visio Professional ALng SA	D	22	\$	110.77	\$	2,436.94	\$	110.77	\$	2,436.94	\$	110.77	\$	2,436.94	
D86-01175	Visio Standard ALng LSA	D	4	\$	122.27	\$	489.08	\$	122.27	\$	489.08	\$	122.27	\$	489.08	
D86-01253	Visio Standard ALng SA	D	7	\$	56.91	\$	398.37	\$	56.91	\$	398.37	\$	56.91	\$	398.37	
77D-00111	Visual Studio Pro MSDN ALng SA	D	2	\$	309.30	\$	618.60	\$	309.30	\$	618.60	\$	309.30	\$	618.60	
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	14	\$	590.58	\$	8,268.12	\$	590.58	\$	8,268.12	\$	590.58	\$	8,268.12	
9EA-00278	Win Server DC Core ALng SA 2L	D	64	\$	126.80	\$	8,115.20	\$	126.80	\$	8,115.20	\$	126.80	\$	8,115.20	
AAA-11924	O365 G3 FSA GCC Sub Per User	D	300	\$	203.67	\$	61,101.00	\$	203.67	\$	61,101.00	\$	203.67	\$	61,101.00	
AAA-12417	CCAL Bridge O365 FSA Sub Platform Per User	D	300	\$	16.15	\$	4,845.00	\$	16.15	\$	4,845.00	\$	16.15	\$	4,845.00	
AAA-12415	CCAL Bridge O365 Sub Platform Per User	D	25	\$	19.33	\$	483.25	\$	19.33	\$	483.25	\$	19.33	\$	483.25	
AAA-11894	O365 G3 GCC Sub Per User	D	25	\$	236.96	\$	5,924.00	\$	236.96	\$	5,924.00	\$	236.96	\$	5,924.00	
					Total	\$	169,240.64		Total	\$	169,240.64		Total	\$	169,240.64	
			Three Year Total \$				507,721.92									

Notes

No Tax Referenced

Terms and Conditions of sales and services projects are governed by the terms at: http://www.cdwg.com/content/terms-conditions/product-sales.aspx



Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- **b.** with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. How the Enterprise program works.

- **a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments. The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

- of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.
- **c.** Licenses. The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

- a. License Grant. Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. Duration of Licenses. Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- **c. Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) For products with metered usage-based pricing (e.g. metered Microsoft Azure Services) Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) For Versioned Software. Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) For all other Products (e.g. Office 365 services). Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) For use rights granted through Software Assurance. Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. License confirmation. This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is reimaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for reimaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- **a.** License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

- **a. Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. Termination without cause. Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- **c. Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- **d. Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.
 - If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination. If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
 - (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- f. Effect of termination or expiration. When an Enrollment expires or is terminated,
 - (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- **a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- **b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- **c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. U.S. export. Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

- a. Limited warranties and remedies.
 - (i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
 - (ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- **b. Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. By Enrolled Affiliate. To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. Online Services. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- **b.** Free Products and Distributable Code. For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- **c. Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- **d.** Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. Right to verify compliance. Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor
- b. Verification process. Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

c. Remedies for non-compliance. If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable liscense rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. Miscellaneous.

- **a. Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- **b. Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. Notices. Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- **d. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- Assignment. Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- **g.** Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- **h. Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- **i. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- **j. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- **k. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- I. Management and Reporting. Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. Order of precedence. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Free Products. It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. Voluntary Product Accessibility Templates. Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.
- **p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.
- q. Copyright violation. Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



Enterprise Enrollment

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Enterprise Enrollment number (Microsoft to complete)	88412757	Framework ID (if applicable)
Previous Enrollment number (Reseller to complete)	8259892	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

- **a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- **b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- **d.** Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- **g.** True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - **(iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii)Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- **h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- **j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- **a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- **a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- **e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- **b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

- to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- **c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- **d.** Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
 Enrolled Affiliate and all Affiliates
 Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included)

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

if fewer than all Affiliates are to be included in the Enterprise):

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Castle Rock

Contact name* First Andy Last Novak

Contact email address* anovak@crgov.com

Street address* 100 N Wilcox St

City* Castle Rock

State* CO

Postal code* 80104-1907-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 303-660-1392

Tax ID

* indicates required fields

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked). Contact name* First Andy Last Novak Contact email address* anovak@crgov.com Street address* 100 N Wilcox St City* Castle Rock State* CO Postal code* 80104-1907-(Please provide the zip + 4, e.g. xxxxx-xxxx) Country* United States Phone* 303-660-1392 Language preference. Choose the language for notices. English ☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives

personally identifiable information of the Customer and its Affiliates.

* indicates required fields

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last Contact email address* Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.

Street address (PO boxes will not be accepted)* 200 N. Milwaukee Avenue

City* Vernon Hills

State* IL

Postal code* 60061

Country* United States

Contact name* Chrissy Martinez

Phone* 773.870.1069

Contact email address* chrissy.martinez@cdwg.com

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*			
Printed name* Printed title* Date*			
Date	 	 	

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

^{*} indicates required fields

^{*} indicates required fields

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- **e.** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Program Signature Form

MBA/MBSA number

Agreement number E9373471

1201859.015

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10210
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97_(NEW)
Product Selection Form	1201859.015_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Castle Rock
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

Microsoft Affiliate
Microsoft Corporation
Signature
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

^{*} indicates required field

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing 6880 Sierra Center Parkway Reno, Nevada 89511 USA

^{*} indicates required field

^{*} indicates required field



Enterprise Update Statement

Enterprise Agreement Number E4366869 Enrollment Number 8259892 Company Name Town of Castle Rock

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- **b.** Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- **e.** Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: Year 3

Customer/Government Partner (a	s applicable)
Name of Entity* Town of Castle Rock	
Signature*	
Printed Name* Andy Novak	
Printed Title*	
Signature Date*	

^{*} indicates required fields



Previous Enrollment(s)/Agreement(s) Form

Entity Name: Town of Castle Rock

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- **a.** Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- **b.** Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- **c.** An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- **d.** The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- **e.** Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer	Transfer
Purchasing Account/Affiliate		SA Benefit	MSDN
Registration Description		Contact	Subscribers
Standard Enrollment	8259892	X	X

Software	count	Cost	
MS Project professional	12	\$2,789.19	
MS Project std	15	\$1,936.95	
Visio professional	22	\$2,436.94	
Visio std	11	\$887.45	
o365	325	\$72,353.25	
sa platform for pc	750	\$23,740.22	\$31.65
Office lic	256	\$48,094.72	
VSPro Subscription	2	\$618.60	
Server (code from Jenn)		\$8,268.12	
Server (code from Jenn)		\$8,115.20	

Code	Cost	Invoice	Fund
210-4265-442.61-31		110.77 Visio Prof	210
215-6310-463.61-31		110.77 Visio Prof	215
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
215-6320-463.61-31		110.77 Visio Prof	215
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
120-3140-431.61-31		110.77 Visio Prof	120
110-1530-415.61-31		110.77 Visio Prof	110
210-4265-442.61-31		110.77 Visio Prof	210
215-6310-463.61-31 110-1530-415.61-31		110.77 Visio Prof 110.77 Visio Prof	215 110
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
110-1530-415.61-31		110.77 Visio Prof	110
221-8100-481.61-31		110.77 Visio Prof	221
210-4235-442.61-31		110.77 Visio Prof	210
210-4265-442.61-31		110.77 Visio Prof	210
215-6300-463.61-31		80.67 Vision std	215
215-6310-463.61-31		80.67 Vision std	215
110-1530-415.61-31		80.67 Vision std	110
110-1530-415.61-31		80.68 Vision std	110
110-1530-415.61-31		80.68 Vision std	110
110-1530-415.61-31		80.68 Vision std	110
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110-1530-415.61-31		80.68 Vision std	110
110-1530-415.61-31		80.68 Vision std	110
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110-1530-415.61-31		80.68 Vision std	110
210-4230-442.61-31		232.43 Project Pro	210
110-1530-415.61-31		232.43 Project Pro	110
120-3120-431.61-31		232.43 Project Pro	120
120-3140-431.61-31		232.43 Project Pro	120
120-3120-431.61-31 211-4340-443.61-31		232.43 Project Pro 232.43 Project Pro	120 211
210-4230-442.61-31		232.43 Project Pro	211
110-1530-415.61-31		232.43 Project Pro	110
110-1530-415.61-31		232.43 Project Pro	110
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210-4230-442.61-31		232.44 Project Pro	210
210-4230-442.61-31		129.13 Project std	210
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216-5110-451.61-31	222.63 o365	216
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110-1530-415.61-31 110-1530-415.61-31	222.62 0365	110
216-5110-451.61-31	222.62 o365 222.62 o365	110 216
216-5110-451.61-31	222.62 0365 222.62 0365	216
120-3100-431.61-31	222.62 0365	120
110-1530-415.61-31	222.62 0365	110
110-1530-415.61-31	222.62 0365 222.62 0365	110
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210-4221-442.61-31	222.62 o365	210
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110-1530-415.61-31	222.62 o365	110
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216-5160-451.61-31	1827.60 Office lic	216
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110-1530-415.61-31	31.66 SA Platform PC	110
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110-1530-415.61-31	31.66 SA Platform PC	110
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210-4200-442.61-31	7.92 SA Platform PC	210

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213-4500-445.61-31	7.91 SA Platform PC	213
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213-4500-445.61-31	7.91 SA Platform PC	213
213-4500-445.61-31	7.91 SA Platform PC	213
213-4500-445.61-31	7.91 SA Platform PC	213
110-1340-413.50-22	8268.12 SQL Server STD	110
110-1340-413.50-22	8115.2 Win Server DC	110

AssetName	software	Username	Model	cost
CW01716	Microsoft Visio Professional 2016	Dnickerson	ThinkPad T14s Gen 1	\$110.77
DS00875	Microsoft Visio Professional 2016	JLinsday	ThinkCentre M720s	\$110.77
FN00915	Microsoft Visio Professional 2016	athiel	ThinkPad T480s	\$110.77
FN01066	Microsoft Visio Professional 2016	ksuhanyi	ThinkPad T480s	\$110.77
FN01067	Microsoft Visio Professional 2016	MEverett	ThinkPad T480s	\$110.77
IT00254	Microsoft Visio Professional 2016	jdonnelly	ThinkCentre M700	\$110.77
IT00301	Microsoft Visio Professional 2016	mmcfadden	Thinkpad T460	\$110.77
IT00480	Microsoft Visio Professional 2016	jsmith	ThinkStation P330	\$110.77
IT01013	Microsoft Visio Professional 2016	mmaloney	ThinkPad P73	\$110.77
MAC01572	Microsoft Visio Professional 2016	jmartin	ThinkPad P53	\$110.77
PW01027	Microsoft Visio Professional 2016	afocht	ThinkPad P53	\$110.77
TM01630	Microsoft Visio Professional 2016	seklund	ThinkPad P15 Gen 1	\$110.77
UT01398	Microsoft Visio Professional 2016	hbessonett	ThinkCentre M720s	\$110.77
DS01236	Microsoft Visio Professional 2013	lhearold	ThinkStation P340	\$110.77
IT00880	Microsoft Visio Professional 2013	jpkilman	ThinkCentre M710s	\$110.77
IT01237	Microsoft Visio Professional 2013	baldridge	ThinkStation P340	\$110.77
PD01749	Microsoft Visio Professional 2013	bhernandez	ThinkPad P53	\$110.77
PD01755	Microsoft Visio Professional 2013	estahl	ThinkPad P53	\$110.77
PD1746	Microsoft Visio Professional 2013	ncarner	ThinkPad P53	\$110.77
PW01742	Microsoft Visio Professional 2013	cbednar	ThinkCentre M70s	\$110.77
UT01441	Microsoft Visio Professional 2013	pthorstenson	ThinkCentre M720s	\$110.77
UT01967	Microsoft Visio Professional 2013	kreaves	ThinkPad T14s Gen 1	\$110.77

cost code	Code	Cost
210-4265-442.61-31	210-4265-442.61-31	110.77
215-6310-463.61-31	215-6310-463.61-31	110.77
110-1520-415.61-31	110-1520-415.61-31	110.77
110-1520-415.61-31	110-1520-415.61-31	110.77
110-1520-415.61-31	110-1520-415.61-31	110.77
110-1340-413.61-31	110-1340-413.61-31	110.77
110-1340-413.61-31	110-1340-413.61-31	110.77
215-6320-463.61-31	215-6320-463.61-31	110.77
110-1340-413.61-31	110-1340-413.61-31	110.77
110-5200-452.61-31	110-5200-452.61-31	110.77
120-3140-431.61-31	120-3140-431.61-31	110.77
110-1300-413.61-31	110-1300-413.61-31	110.77
210-4265-442.61-31	210-4265-442.61-31	110.77
215-6310-463.61-31	215-6310-463.61-31	110.77
110-1340-413.61-31	110-1340-413.61-31	110.77
110-1340-413.61-31	110-1340-413.61-31	110.77
110-2100-421.61-31	110-2100-421.61-31	110.77
110-2150-421.61-31	110-2150-421.61-31	110.77
110-2100-421.61-31	110-2100-421.61-31	110.77
221-8100-481.61-31	221-8100-481.61-31	110.77
210-4235-442.61-31	210-4235-442.61-31	110.77
210-4265-442.61-31	210-4265-442.61-31	110.77

AssetName	software	Username	Model	cost
DS00871	Microsoft Visio Standard 2016	pkranz	ThinkCentre M710s	\$80.67
DS01255	Microsoft Visio Standard 2016	dpaulin	ThinkStation P340	\$80.67
FN00646	Microsoft Visio Standard 2016	sruby	ThinkPad T480	\$80.67
IT00762	Microsoft Visio Standard 2016	dsnyder	ThinkStation P320	\$80.68
IT01230	Microsoft Visio Standard 2016	ahart	ThinkStation P340	\$80.68
IT01411	Microsoft Visio Standard 2016	syee	ThinkCentre M720t	\$80.68
IT01582	Microsoft Visio Standard 2016	jkilman	ThinkPad T14s Gen 1	\$80.68
IT01931	Microsoft Visio Standard 2016	jphillips	ThinkCentre M70s	\$80.68
PD1120-DNR	Microsoft Visio Standard 2016	rpowell	ThinkCentre M720s	\$80.68
PW01825	Microsoft Visio Standard 2016	mcammalleri	ThinkPad T14s Gen 1	\$80.68
IT01000	Microsoft Visio Standard 2013	jphillips	ThinkPad T480	\$80.68

cost code

215-6300-463.61-31

215-6310-463.61-31

110-1500-415.61-31

110-1340-413.61-31

110-1340-413.61-31

110-1340-413.61-31

110-1340-413.61-31

110-1340-413.61-31

110-2120-421.61-31

120-3100-431.61-31

110-1340-413.61-31

AssetName software		Username	Model	cost	
	CW01257	Microsoft Project Professional 2013	mhayes	ThinkStation P340	\$232.43
	IT01237	Microsoft Project Professional 2013	baldridge	ThinkStation P340	\$232.43
	PW00643	Microsoft Project Professional 2013	jvargish	ThinkCentre M710s	\$232.43
	PW01231	Microsoft Project Professional 2013	amorrow	ThinkStation P340	\$232.43
	PW01731	Microsoft Project Professional 2013	jvargish	ThinkPad P53	\$232.43
	CW00661	Microsoft Project Professional 2016	stait	ThinkPad T14s Gen 1	\$232.43
	CW01642	Microsoft Project Professional 2016	jhansen	ThinkPad T14s Gen 1	\$232.43
	IT01013	Microsoft Project Professional 2016	mmaloney	ThinkPad P73	\$232.43
	IT01254	Microsoft Project Professional 2016	jkilman	ThinkStation P340	\$232.43
	PW01844	Microsoft Project Professional 2016	apayne	ThinkPad P15v Gen 2i	\$232.44
	PW01918	Microsoft Project Professional 2016	fcastillo	ThinkCentre M70s	\$232.44
	UT01412	Microsoft Project Professional 2016	jhansen	ThinkCentre M720s	\$232.44

cost code

210-4230-442.61-31 110-1340-413.61-31

120-3120-431.61-31

120-3140-431.61-31

120-3120-431.61-31

211-4340-443.61-31 210-4230-442.61-31

110-1340-413.61-31

110-1340-413.61-31

120-3140-431.61-31

120-3140-431.61-31

210-4230-442.61-31

AssetNa	me software	Username	Model	cost
CRW010	026 Microsoft Project Standard 2016	stiwari	ThinkCentre M720s	\$129.13
CW0103	Microsoft Project Standard 2016	hbessonett	ThinkCentre M720s	\$129.13
CW0164	11 Microsoft Project Standard 2016	stiwari	ThinkPad T14s Gen 1	\$129.13
DS0124	Microsoft Project Standard 2016	6 Kjohnston	ThinkStation P340	\$129.13
DS0153	2 Microsoft Project Standard 2016	manderson3	ThinkPad T490s	\$129.13
IT01020	Microsoft Project Standard 2016	baldridge	ThinkPad P53	\$129.13
IT01034	Microsoft Project Standard 2016	ijjaeger	ThinkPad T580	\$129.13
IT02045	Microsoft Project Standard 2016	ijjaeger	ThinkPad P15 Gen 2i	\$129.13
MAC01	529 Microsoft Project Standard 2016	rhavel	ThinkPad P15 Gen 1	\$129.13
PW0094	9 Microsoft Project Standard 2016	dsailer	ThinkCentre M710s	\$129.13
PW0113	.9 Microsoft Project Standard 2016	afocht	ThinkCentre M720s	\$129.13
PW0122	22 Microsoft Project Standard 2016	fmain	ThinkPad T14 Gen 1	\$129.13
PW0125	9 Microsoft Project Standard 2016	fmain	ThinkCentre M70t	\$129.13
PW0144	4 Microsoft Project Standard 2016	amonks	ThinkCentre M720s	\$129.13
PW0162	22 Microsoft Project Standard 2016	amonks	ThinkPad T14s Gen 1	\$129.13

cost code

- 210-4230-442.61-31
- 210-4265-442.61-31
- 210-4230-442.61-31
- 215-6310-463.61-31
- 215-6320-463.61-31
- 110-1340-413.61-31
- 110-1340-413.61-31
- 110-1340-413.61-31
- 110-5200-452.61-31
- 120-3100-431.61-31
- 120-3140-431.61-31
- 120-3140-431.61-31
- 120-3140-431.61-31
- 120 3140 431.01 31
- 120-3140-431.61-31

Department	Display name	First name	Last name
Public Works	Carlos Trujillo	Carlos	Trujillo
Public Works	Christopher Sobie	Christopher	Sobie
Public Works	Doug Moon	Doug	Moon
Public Works	Jacob Vargish	Jacob	Vargish
Public Works	Libby Nordeen	Libby	Nordeen
Public Works	Megan Bednar	Megan	Bednar
Public Works	Thomas Reiff	Thomas	Reiff
Public Works	Aidan Duval	Aidan	Duval

Licenses	cost	cost code
Office 365 G3 GCC	\$222.63	120-3120-421.61-31
Office 365 G3 GCC	\$222.63	120-3120-431.61-31
Office 365 G3 GCC	\$222.63	120-3120-431.61-31
Office 365 G3 GCC	\$222.63	120-3120-431.61-31
Office 365 G3 GCC	\$222.63	120-3120-431.61-31
Office 365 G3 GCC	\$222.62	120-3120-431.61-31
Office 365 G3 GCC+Power BI (free)	\$222.62	120-3120-431.61-31
Office 365 G3 GCC	\$222.62	120-3120-431.61-31

Row Labels	Count of OS		\$ 48,094.72
Castle Rock Water	136	18.13%	8,721.18
Community Center	57	7.60%	3,655.20
Development Services	75	10.00%	4,809.47
DoIT	61	8.13%	3,911.70
Facilities	11	1.47%	705.39
Finance	38	5.07%	2,436.80
Fire Department	76	10.13%	4,873.60
Golf	11	1.47%	705.39
Human Resources	6	0.80%	384.76
Parks	15	2.00%	961.89
Police Department	157	20.93%	10,067.83
Public Works	67	8.93%	4,296.46
Senior Center	9	1.20%	577.14
Town Attorney	6	0.80%	384.76
Town Manager	25	3.33%	1,603.16
(blank)			
Grand Total	750		

	Account Code	Account Code 2	Account Code 3
Castle Rock Water	210-4200-442.61-31	211-4300-443.61-31	212-4400-444.61-31
Community Center	216-5110-313.61-31	216-5160-451.61-31	
Development Services	215-6300-463.61-31		
DoIT	110-1340-413.61-31		
Facilities	110-1360-413.61-31		
Finance	110-1500-415.61-31		
Fire Department	110-2210-422.61-31		
Golf	214-5310-453.61-31		
Human Resources	110-1320-413.61-31		
Parks	110-5200-452.61-31		
Police Department	110-2120-421.61-31		
Public Works	120-3100-431.61-31		
Senior Center	216-5110-313.61-31	216-5160-451.61-31	
Town Attorney	110-1600-416.61-31		
Town Manager	110-1300-413.61-31		

Account Code 4

213-4500-445.61-31 2,180.29

1,827.60

288.57

Count	Cost each	
256	\$187.87	\$48,094.72

Code	Department	AssetName	OS	Cost	Account Code
RC	Community Center	RCBURGESSPOS	Win 10	31.65	216-5110-313.61-31
RC	Community Center	RCBUTTERFIELDPOS1	Win 10	31.65	216-5110-313.61-31
CF	Fire Department	CF31-FD25	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD26	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD27	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD29	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD30	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD31	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD33	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD34	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD36	Win 10	31.65	110-2210-422.61-31
CF	Fire Department	CF31-FD38	Win 10	31.65	110-2210-422.61-31
TH	Town Manager	THCOUNCILPODIUM	Win 10	31.65	110-1300-413.61-31
CR	Castle Rock Water	CR00674	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CR01019	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CR01022	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CR01023	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CRW01001	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CRW01002	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CRW01017	Win 10	31.65	210-4200-442.61-31
CR	Castle Rock Water	CRW01026	Win 10	31.65	210-4200-442.61-31
RC	Community Center	RCCSC00761	Win 10	31.65	216-5110-313.61-31
CW	Castle Rock Water	CW00335	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW00426	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW00473	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW00474	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW00659	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW00661	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW00675	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01032	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01213	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01215	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01245	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01248	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01249	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01257	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01273	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01527	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01568	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01569	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01585	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01586	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01587	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01601	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01604	Win 10	31.65	210-4200-442.61-31

CW	Castle Rock Water	CW01608	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01609	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01610	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01612	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01613	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01614	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01615	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01616	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01617	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01619	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01630	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01633	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01634	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01635	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01643	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01644	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01650	Win 10	31.65	210-4200-442.61-31
CW		CW01715	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01716	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01719	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01719	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01721	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01721	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01725	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01728	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01729	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01730	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01735	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01737	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW01848	Win 10	31.65	210-4200-442.61-31
CW		CW01943	Win 10		210-4200-442.61-31
CW	Castle Rock Water	CW01951	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW02106	Win 10		210-4200-442.61-31
CW	Castle Rock Water	CW02107	Win 10		210-4200-442.61-31
CW	Castle Rock Water	CW02107	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW02108	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CW02110 CW02112	Win 10	31.65	210-4200-442.61-31
CW	Castle Rock Water	CWPLANTMAINT	Win 10		210-4200-442.61-31
	Castle Rock Water		Win 10	31.65 31.65	210-4200-442.61-31
UT		UTDC-CRWCLIENT			
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10		215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services	אַטטטכע / /	Win 10	31.05	215-6300-463.61-31

DS	Development Services DS00878	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS00879	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS00911	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01063	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01113	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01118	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01122	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01217	Win 10		215-6300-463.61-31
DS	Development Services DS01218	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01219	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01233	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01234	Win 10		215-6300-463.61-31
DS	Development Services DS01236	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01240	Win 10		215-6300-463.61-31
DS	Development Services DS01240	Win 10		215-6300-463.61-31
DS	Development Services DS01241 Development Services DS01242	Win 10	31.65	215-6300-463.61-31
DS DS	•	Win 10		215-6300-463.61-31
DS DS	Development Services DS01246	Win 10		215-6300-463.61-31
	Development Services DS01247			215-6300-463.61-31
DS	Development Services DS01252	Win 10		
DS	Development Services DS01255	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01258	Win 10		215-6300-463.61-31
DS	Development Services DS01264	Win 10		215-6300-463.61-31
DS	Development Services DS01286	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01354	Win 10		215-6300-463.61-31
DS	Development Services DS01424	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01438	Win 10		215-6300-463.61-31
DS	Development Services DS01439	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01440	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01503	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01504	Win 10		215-6300-463.61-31
DS	Development Services DS01506	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01509	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01510	Win 10		215-6300-463.61-31
DS	Development Services DS01511	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01512	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01513	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01514	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01515	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01516	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01517	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01518	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01519	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01520	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01521	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01523	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01524	Win 10	31.65	215-6300-463.61-31
DS	Development Services DS01525	Win 10	31.65	215-6300-463.61-31

DS	Development Services	DS01528	Win 10	31.65	215-6300-463.61-31
DS	Development Services	DS01530	Win 10	31.65	215-6300-463.61-31
DS	Development Services	DS01532	Win 10	31.65	215-6300-463.61-31
DS	Development Services	DS01533	Win 10	31.65	215-6300-463.61-31
DS	Development Services	DS01535	Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
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DS	Development Services		Win 10		215-6300-463.61-31
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DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10		215-6300-463.61-31
DS DS	•		Win 10	31.65	215-6300-463.61-31
	Development Services		_		
DS	Development Services		Win 10	31.65	215-6300-463.61-31
DS	Development Services		Win 10	31.65	215-6300-463.61-31
FD	Fire Department	FD00293	Win 10		110-2210-422.61-31
FD	Fire Department	FD00302	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD00400	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD00859-DNR	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01081	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01082	Win 10		110-2210-422.61-31
FD	Fire Department	FD01084	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01085	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01086	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01116	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01126	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01209	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01275	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01288	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01291	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01404	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01460	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01461	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01462	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01463	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01464	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01465	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01466	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01467	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01468	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01698	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01699	Win 10	31.65	110-2210-422.61-31

FD	Fire Department	FD01700	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01701	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01703	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01704	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01705	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01706	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01707	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01708	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01709	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01710	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01740	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01846	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01890	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01905	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01910	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01911	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01913	Win 10	31.65	110-2210-422.61-31
FD	•	FD01913 FD01914	Win 10	31.65	110-2210-422.61-31
FD FD	Fire Department		Win 10	31.65	
	Fire Department	FD01920			110-2210-422.61-31
FD	Fire Department	FD01935	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01948	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD01957	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD1640	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD1649	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2200	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2201	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2202	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2204	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2205	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2207	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2208	Win 10		110-2210-422.61-31
FD	Fire Department	FD2209	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2211	Win 10	31.65	
FD	Fire Department	FD2213	Win 10	31.65	
FD	Fire Department	FD2215	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD2216	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FD-PSTC	Win 10	31.65	110-2210-422.61-31
FD	Fire Department	FDFIRERMSCLIENT01	Win 10	31.65	
FD	Fire Department	FDFIRERMSCLIENT03	Win 10	31.65	110-2210-422.61-31
FM	Facilities	FM01070	Win 10	31.65	110-1360-413.61-31
FM	Facilities	FM01432	Win 10	31.65	110-1360-413.61-31
FM	Facilities	FM01433	Win 10	31.65	110-1360-413.61-31
FM	Facilities	FM01434	Win 10	31.65	
FM	Facilities	FM01435	Win 10	31.65	110-1360-413.61-31
FM	Facilities	FM01436	Win 10	31.65	110-1360-413.61-31
FM	Facilities	FM01437	Win 10	31.65	110-1360-413.61-31
FM	Facilities	FM01889	Win 10	31.65	110-1360-413.61-31

FM	Facilities	FM01897	Win 10	31.65 110-1360-413.61-31
FM	Facilities	FM01898	Win 10	31.65 110-1360-413.61-31
FM	Facilities	FM01902	Win 10	31.65 110-1360-413.61-31
FN	Finance	FN00470	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00476	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00479	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00536	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00537	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00565	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00646	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00654	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00655	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00656	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00657	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00663	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00664	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00665	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00891	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN00915	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01065	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01066	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01067	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01123	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01124	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01125	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01127	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01128	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01129	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01132	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01221	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01223	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01409	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01711	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01712	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01713	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN01736	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN12541	Win 10	31.65 110-1500-415.61-31
FN	Finance	FN12893	Win 10	31.65 110-1500-415.61-31
FN	Finance	FNREMOTE	Win 10	31.65 110-1500-415.61-31
FN	Finance	FNREMOTE02	Win 10	31.65 110-1500-415.61-31
		FNREMOTE03		
FN FU	Finance Community Center	FUSIONREC01	Win 10 Win 10	31.65 110-1500-415.61-31 31.65 216-5110-313.61-31
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HR HR	Human Resources Human Resources	HR00794 HR01006	Win 10 Win 10	31.65 110-1320-413.61-31 31.65 110-1320-413.61-31
пк HR	Human Resources	HR01816	Win 10	31.65 110-1320-413.61-31
пк HR	Human Resources	HR01818	Win 10	31.65 110-1320-413.61-31
пк HR	Human Resources	HR01823	Win 10	31.65 110-1320-413.61-31
пк	numan kesources	ПИПОСО	AAIII TO	31.03 110-1320-413.01-31

ЦD	Human Possureos	UD01024	Win 10	21 65	110-1320-413.61-31
HR IT	Human Resources DoIT	HR01824 IT00247	Win 10 Win 10	31.65 31.65	110-1320-413.61-31
			Win 10	31.65	110-1340-413.61-31
IT IT	DoIT DoIT	IT00254		31.65	110-1340-413.61-31
IT IT		IT00258	Win 10 Win 10		110-1340-413.61-31
	DoIT DoIT	IT00301 IT00347	Win 10	31.65 31.65	110-1340-413.61-31
IT IT	DolT				110-1340-413.61-31
IT IT	DolT	IT00451 IT00462	Win 10 Win 10	31.65 31.65	110-1340-413.61-31
IT	DolT	IT00480	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00480	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00669	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00678	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00678	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00704	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00762	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT00880	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT0099	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT01003	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT01003	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT01013	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT01013	Win 10	31.65	110-1340-413.61-31
IT	DolT	IT01021	Win 10	31.65	110-1340-413.61-31
iT	DolT	IT01034	Win 10	31.65	110-1340-413.61-31
iT	DolT	IT01035	Win 10	31.65	110-1340-413.61-31
iT	DolT	IT01111	Win 10	31.65	110-1340-413.61-31
iT	DoIT	IT01210	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01230	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01237	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01250	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01251	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01254	Win 10		110-1340-413.61-31
IT	DoIT	IT01333	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01358DNR	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01411	Win 10		110-1340-413.61-31
IT	DoIT	IT01417	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01582	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01931	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01959	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT01974	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT02040	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT02045	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT02050	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT02100	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT02109	Win 10	31.65	110-1340-413.61-31
IT	DoIT	IT12990	Win 10	31.65	110-1340-413.61-31
IT	DoIT	ITCF33	Win 10	31.65	110-1340-413.61-31
IT	DoIT	ITONCALL	Win 10	31.65	110-1340-413.61-31

MA	Community Center	MAC00488	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC00731	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01030	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01094	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01232	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01243	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01272	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01274	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01574	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01579	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01581	Win 10		216-5110-313.61-31
MA	Community Center	MAC01588	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01589	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01590	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01629	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01631	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01031	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01717	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MAC01888	Win 10	31.65	216-5110-313.61-31
MA	•	MAC02	Win 10	31.65	
	Community Center		Win 10		
MA	Community Center	MAC02111	Win 10	31.65	216-5110-313.61-31
MA	Community Center	MACCRAPHICS		31.65	216-5110-313.61-31
MA	Community Center	MACGRAPHICS2	Win 10	31.65	216-5110-313.61-31
PD	Police Department	PDNWPS-GISCLIENT	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PDNWPS-GISTEST	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD00290	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD00307	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD00314	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD00389-DNR	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD00393-DNR	Win 10		110-2120-421.61-31
PD	Police Department	PD00484-DNR	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD00803	Win 10	31.65	
PD	Police Department	PD01028	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01089	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01200	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01228	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01229	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01235	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01238	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01239	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01244	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01260	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01263	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01266	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01268	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01269	Win 10	31.65	110-2120-421.61-31

PD	Police Department	PD01270	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01284	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01356	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01357	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01570	Win 10	31.65	110-2120-421.61-31
PD	•	PD01651	Win 10	31.65	110-2120-421.61-31
	Police Department				
PD	Police Department	PD01652	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01653	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01741	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01743	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01745	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01748	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01749	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01750	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01751	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01752	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01753	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01754	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01755	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01756	Win 10	31.65	110-2120-421.61-31
PD	•	PD01758	Win 10	31.65	110-2120-421.61-31
	Police Department				
PD	Police Department	PD01759	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01760	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01761	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01762	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01763	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01765	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01767	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01768	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01769	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01770	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01774	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01847	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01887	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01893	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01899	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01901	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01906	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01922	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01937	Win 10	31.65	110-2120-421.61-31
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PD	Police Department	PD01939	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01945	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01955	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01961	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01962	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01963	Win 10	31.65	110-2120-421.61-31
PD	Police Department	PD01965	Win 10	31.65	110-2120-421.61-31

PD	Police Department	PD01969	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD1099-DNR	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD1120-DNR	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD1181	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD11850	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12004	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12230	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12390	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12507	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12509	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12544	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12551	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12573-OLD	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12689	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12840NUC-DNR	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD12914	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD1656	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD1746	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD1747	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PD2001	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCAS	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCAT01	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCAT02	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCF31-041	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCF31-10-01	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCF31-10-02	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCF31-TB81	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDCF31-TB87	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP1	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP2	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP3	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP4	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP5	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP6	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDDISP7	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDFARO	Win 10	31.65 110-2120-421.61-31
PD	•	PDI20-01180	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDI20-01180 PDI20-01182	Win 10	
	Police Department			
PD	Police Department	PDI20-01183	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDI20-01184	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDI20-01185	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDI20-01187	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDNWEVIDENCE1	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDPATROLOS	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDPATROLOG	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDPATROLO9	Win 10	31.65 110-2120-421.61-31
PD	Police Department	PDPATROL08	Win 10	31.65 110-2120-421.61-31

PD	Police Department	PDPATROL1	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDPATROL2	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDPATROL4	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDPATROL5	Win 10	31.65 110-2	120-421.61-31
PD	Police Department	PDPATROLTB63	Win 10	31.65 110-2	120-421.61-31
PD	Police Department	PDR19-1142	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDR19-1147	Win 10		120-421.61-31
PD	Police Department	PDR19-1491	Win 10		120-421.61-31
PD	Police Department	PDR21-1655	Win 10		120-421.61-31
PD	Police Department	PDR21-1660	Win 10		120-421.61-31
PD	Police Department	PDR21-1970	Win 10		120-421.61-31
PD	Police Department	PDR21-1971	Win 10		120-421.61-31
PD	Police Department	PDR21-1972	Win 10		120-421.61-31
PD	Police Department	PDR21-1973	Win 10		120-421.61-31
PD	Police Department	PDR21-1975	Win 10		120-421.61-31
PD	Police Department	PDR21-1976	Win 10		120-421.61-31
	•		Win 10 Win 10		120-421.61-31
PD	Police Department	PDR21-1977	_		
PD	Police Department	PDR21-1978	Win 10		120-421.61-31
PD	Police Department	PDR21-1979	Win 10		120-421.61-31
PD	Police Department	PDR21-1980	Win 10		120-421.61-31
PD	Police Department	PDR21-1981	Win 10		120-421.61-31
PD	Police Department	PDR21-1982	Win 10		120-421.61-31
PD	Police Department	PDR21-1983	Win 10		120-421.61-31
PD	Police Department	PDR21-1984	Win 10		120-421.61-31
PD	Police Department	PDR21-1985	Win 10		120-421.61-31
PD	Police Department	PDR21-1986	Win 10		120-421.61-31
PD	Police Department	PDR21-1987	Win 10		120-421.61-31
PD	Police Department	PDR21-1988	Win 10		120-421.61-31
PD	Police Department	PDR21-1989	Win 10		120-421.61-31
PD	Police Department	PDR21-1990	Win 10		120-421.61-31
PD	Police Department	PDR21-1991	Win 10	31.65 110-2	120-421.61-31
PD	Police Department	PDR21-1993	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDR21-1994	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDR21-1995	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDR21-1996	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDR21-1997	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDR21-1998	Win 10	31.65 110-23	120-421.61-31
PD	Police Department	PDR21-2000	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDT19-1203	Win 10	31.65 110-22	120-421.61-31
PD	Police Department	PDTRAFFICMON1	Win 10	31.65 110-22	120-421.61-31
PK	Parks	PK00475	Win 10	31.65 110-52	200-452.61-31
PK	Parks	PK00487	Win 10	31.65 110-52	200-452.61-31
PK	Parks	PK00912	Win 10	31.65 110-52	200-452.61-31
PK	Parks	PK00913	Win 10	31.65 110-52	200-452.61-31
PK	Parks	PK00976	Win 10	31.65 110-52	200-452.61-31
PK	Parks	PK00977	Win 10		200-452.61-31
PK	Parks	PK00981	Win 10		200-452.61-31
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PK	Parks	PK00982	Win 10	31.65 110-5200-452.61-31	31.65	
PK	Parks	PK00983	Win 10	31.65 110-5200-452.61-31	31.65	
PK	Parks	PK00985	Win 10	31.65 110-5200-452.61-31	31.65	
PK	Parks	PK00990	Win 10	31.65 110-5200-452.61-31	31.65	
PK	Parks	PK01389	Win 10	31.65 110-5200-452.61-31		
PK	Parks	PK01391	Win 10	31.65 110-5200-452.61-31		
PK	Parks	PK01451	Win 10	31.65 110-5200-452.61-31		
PK	Parks	PK01603	Win 10	31.65 110-5200-452.61-31		
PW	Public Works	PW00270	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00270	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00418	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00459	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00505	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00544	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00594	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00595	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW00596	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00641	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00643	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00689	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00715	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00717	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00881	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00907	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00944	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00946	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00949	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00952	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW00954	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01007	Win 10	31.65 120-3100-431.61-31	31.65	
PW	Public Works	PW01027	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01212	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01216	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01222	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01225	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01227	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01231	Win 10	31.65 120-3100-431.61-31		
	Public Works		Win 10			
PW		PW01253				
PW	Public Works	PW01256	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01259	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01280	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01281	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01282	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01350	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01351	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01352	Win 10	31.65 120-3100-431.61-31		
PW	Public Works	PW01392	Win 10	31.65 120-3100-431.61-31	31.65	

PW	Public Works	PW01393	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01444	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01446	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01447	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01448	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01450	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01453	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01457	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01458	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01459	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01622	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01623	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01624	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01625	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01627	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01723	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01731	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01742	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01891	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01895	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01903	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01907	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01918	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01919	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01916	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01927	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01929	Win 10	31.65 120-3100-431.61-31
PW	Public Works	PW01933	Win 10	31.65 120-3100-431.61-31
RC	Community Center	RC00261	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC00449	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC00649	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC00668	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC00734	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC00888	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01075	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01073	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01092 RC01387	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01577	Win 10	31.65 216-5110-313.61-31
	•		Win 10	
RC	Community Center	RC01592	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01594		31.65 216-5110-313.61-31
RC	Community Center	RC01596	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01597	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01599	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01726	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01830	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01904	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01923	Win 10	31.65 216-5110-313.61-31

RC	Community Center	RC01924	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC01941	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC02071	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC02074	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC02113	Win 10	31.65 216-5110-313.61-31
RC	Community Center	RC12836	Win 10	31.65 216-5110-313.61-31
RE	Community Center	REC01	Win 10	31.65 216-5110-313.61-31
RE	Community Center	REC02	Win 10	31.65 216-5110-313.61-31
RE	Community Center	REC03	Win 10	31.65 216-5110-313.61-31
RE	Community Center	REC04	Win 10	31.65 216-5110-313.61-31
RH	Golf	RH00681	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01087	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01105	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01106	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01109	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01396	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01397	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01821	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01896	Win 10	31.65 214-5310-453.61-31
RH	Golf	RH01934	Win 10	31.65 214-5310-453.61-31
RH	Golf	RHPROJ00777	Win 10	31.65 214-5310-453.61-31
RW	Castle Rock Water	RW01033	Win 10	31.65 210-4200-442.61-31
RW	Castle Rock Water	RW01428	Win 10	31.65 210-4200-442.61-31
RW	Castle Rock Water	RW01429	Win 10	31.65 210-4200-442.61-31
RW	Castle Rock Water	RW01430	Win 10	31.65 210-4200-442.61-31
SC	Senior Center	SC00886	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR4N	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR4S	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR50	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR5B	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR5C	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR5L	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRMJ06FR5N	Win 10	31.65 216-5110-313.61-31
SR	Senior Center	SRVCJ61MH	Win 10	31.65 216-5110-313.61-31
TA	Town Attorney	TA00673	Win 10	31.65 110-1600-416.61-31
TA	Town Attorney	TA00749	Win 10	31.65 110-1600-416.61-31
TA	Town Attorney	TA01015	Win 10	31.65 110-1600-416.61-31
TA	Town Attorney	TA01080	Win 10	31.65 110-1600-416.61-31
TA	Town Attorney	TA01626	Win 10	31.65 110-1600-416.61-31
TA	Town Attorney	TA01640	Win 10	31.65 110-1600-416.61-31
TH	Town Manager	TH00232	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01005	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01079	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01095	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01103	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01133	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01605	Win 10	31.65 110-1300-413.61-31
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TH	Town Manager	TH01611	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01947	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01949	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01952	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01953	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	TH01954	Win 10	31.65 110-1300-413.61-31
TH	Town Manager	THHVAC	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM00477	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM00658	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM00670	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM00671	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM00672	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM00885	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM01630	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM01819	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM01921	Win 10	31.65 110-1300-413.61-31
TM	Town Manager	TM01956	Win 10	31.65 110-1300-413.61-31
TR	DoIT	TRAINING10-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING11-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING12-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING13-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING1-404	Win 10	31.65 110-1340-413.61-31
TR	DolT	TRAINING14-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING15-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING16-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING2-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING3-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING4-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING5-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING7-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING8-404	Win 10	31.65 110-1340-413.61-31
TR	DoIT	TRAINING9-404	Win 10	31.65 110-1340-413.61-31
UT	Castle Rock Water	UT00233	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00284	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00478	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00489	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00504	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00647	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00903	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00912	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00916	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00925	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT00943	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT01025	Win 10	31.65 210-4200-442.61-31
UT	Castle Rock Water	UT01071	Win 10	31.65 210-4200-442.61-31
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UT	Castle Rock Water	UT01073	Win 10	31.65 210-4200-442.61-31

UT	Castle Rock Water	UT01074	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01076	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01096	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01097	Win 10	31.65	210-4200-442.61-31
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UT	Castle Rock Water	UT01108	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01130	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01277	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01283	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01398	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01400	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01401	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01403	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01405	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01408	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01410	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01412	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01413	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01416	Win 10	31.65	210-4200-442.61-31
	Castle Rock Water	UT01418	Win 10	31.65	210-4200-442.61-31
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UT	Castle Rock Water	UT01443	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01469	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01480	Win 10	31.65	210-4200-442.61-31
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UT	Castle Rock Water	UT01860	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01892	Win 10	31.65	210-4200-442.61-31
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UT	Castle Rock Water	UT01932	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01936	Win 10	31.65	210-4200-442.61-31
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UT	Castle Rock Water	UT01966	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UT01967	Win 10	31.65	210-4200-442.61-31
UT	Castle Rock Water	UTHVAC1	Win 10	31.65	210-4200-442.61-31

Account Code 2	Account Code 3	Account Code 4	Cost 1	Cost 2	Cost 3
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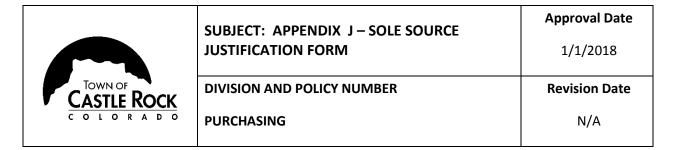
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User	Dept	Software	Cost	Cost Code
Joe Sa	mith DoIT	VSPro Subscription	\$309.3	80 215-6320-463.61-31
Santi S	Smith DoIT	VSPro Subscription	\$309.3	30 215-6320-463.61-31



COMMODITY OR SERVICE Microsoft Licensing					
VENDOR CDW-G (State of Colorado Government reseller)					
AMOUNT OF PURCHASE \$ \$507,72	1.92				
REQUESTORS NAME Jenn Jaeger					
DOIT DEPARTMENT DOIT	- DoouSigned by:				
DEPARTMENT DIRECTOR's Approval	Frend 8/2/2022 8	8:46 AM MDT			
FINANCE DEPARTMENT'S Approval	chelle R Schrote Digitally signed by Michelle DN: on-Michelle R Schrote Department, email-mischro Department, email-mischro Date: 2022.08.01 12:07:32	e, o=Town of Castle Rock, ou=Finance ote@crgov.com, c=US			
TOWN MANAGER's (or Designee) Approv	TOWN MANAGER'S (or Designee) Approval David L. Cortiss 8/1/2022 12:38 PM MDT				
——————————————————————————————————————					
PURCHASING POLICY EXCEPTION ITEM CHECK ONE					
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.					
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.					
Emergency purchases where the well Town property may be endangered it					
Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.					

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

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

standar Agreen applica current	rd for all con nent) provide tions, currer	ely uses Micros nputers and se es software upo nt security mea pired, and the erified.	rvers. The 3- grades to imp sures and sta	year Microsof rove productivable and effect	t ELA (Enterpri vity, integration ive interoperat	ise Licensing with other pility. The



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 13. File #: RES 2022-086

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Matt Gohl, Special Projects Manager From:

Scott Smith. Facilities Administrator

Resolution Approving the First Amendment to the Town of Castle Rock Construction

Contract with 53 Corporation, LLC, for the 2021 Police Department Parking Lot

Improvement Project

Executive Summary

Staff recommends approval of a Resolution (Attachment A) amending a Construction Contract (**Exhibit 1**) with 53 Corporation to increase the scope of work included in the original 2021 Police Department Parking Lot Improvement Project.

53 Corporation was initially awarded the Construction Contract for the 2021 Police Department Parking Lot Improvement Project which included limited improvements to the sidewalk north of the Police Department and adjacent to Second Street. Staff proposes to increase the scope of work in this area to include reworking the drainage to alleviate winter icing while fully addressing the noncompliant ADA parking and building access. Completion of this work will result in two additional parking spaces on Second Street adjacent to the Police Department.

This increased scope is estimated to increase the contract cost by \$186,532 and will be funded through the General Long-term Planning Fund. In addition to the amended contract price, a 10 percent Town-managed contingency is requested in the amount of \$18,653, for a total Council authorization to pay up to \$205,185 to 53 Corporation for this increased scope of work.

Discussion

Town staff recognized an opportunity to address ADA non-compliance, winter icing issues and create two additional public parking spaces while completing a parking lot expansion project at the Police Department. Amending the existing contract with 53 Corporation to incorporate the additional scope of work will allow the work to be completed in a timely and efficient manner.

53 Corporation is a licensed contractor with extensive experience in completing these types of

Item #: 13. File #: RES 2022-086

improvements and has experience with other Town projects. Town staff and the project engineer who designed the improvements reviewed the bid and recommend amending the existing Construction Contract with 53 Corporation.

Budget Impact

Time is of the essence to complete the project while weather remains favorable, so staff recommends proceeding with the work now, using already appropriated funds for the contract. Funding is available in the General Long-term Planning Fund for this project. The estimated cost of the increased project scope is \$186,532. Staff requests total expenditure authorization of \$205,185 for this project which includes a 10 percent Town-managed contingency. The total amended contract amount increases to \$1,153,245.33 with inclusion of this expanded scope. Council approval is required due to the contract amount.

Staff anticipates using a portion of the 10 percent in requested contingency funds to pay for permits necessary to complete the project.

Staff Recommendation

Staff recommends Town Council approval of a Resolution amending a Construction Contract already in place with 53 Corporation to include additional ADA parking and building accessibility improvements as previously identified.

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

Construction Contract Exhibit 1

RESOLUTION NO. 2022-

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT WITH 53 CORPORATION, LLC, FOR THE 2021 POLICE DEPARTMENT PARKING LOT IMPROVEMENT PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") and 53 Corporation, LLC, ("Contractor") are parties to the Town of Castle Rock Construction Contract (2021 Police Department Parking Lot Improvement Project), dated July 6, 2021 (the "Contract"); and

WHEREAS, the Town and Contractor seek to extend the duration of the Contract, expand the scope of the Contract, and increase the price of the Contract by \$186,532.00, for a total cumulative amount not to exceed \$1,153,245.33; and

WHEREAS, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will continue the construction project in accordance with the Contract.

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

- **Section 1.** Approval. The First Amendment to the Contract (the "First Amendment") between the Town and Contractor is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the First Amendment by and on behalf of the Town.
- **Section 2.** Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Contract, the Town Council authorizes the expenditure and payment from account no. 136-1860-418.40-29 in an amount not to exceed \$1,153,245.33, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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					



FIRST AMENDMENT TO THE TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

(Police Department Parking Lot Improvement Project – Parking Ramp ADA Improvements)

DATE: August 16, 2022.

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

53 CORPORATION, LLC, a limited liability corporation, 5655 Peterson Road, Sedalia, Colorado 80135 ("Contractor").

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Construction Contract (2021 Police Department Parking Lot Improvement Project), dated July 6, 2021, Change Order 1, and Change 2 (the "Construction Contract") and attached as *Exhibit A*; and
- B. The Town and the Contractor seek to increase the project funds by \$186,532.00 for a total cumulative amount not to exceed \$1,153,245.33; and
- C. The Town and the Contractor seek to expand the scope of the project to include additional improvements on the north side of the Police Department Building, including ADA parking on 2nd Street, sidewalk improvements, and an ADA access ramp for the building; and
- D. The Town and Contractor wish to memorialize these changes in this First Amendment to the Construction Contract ("First Amendment to Construction Contract").

TERMS:

Section 1. <u>Amendment.</u> The following section of the Construction Contract is amended to read as follows:

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 \$1,153,245.33 ("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 1* to the Construction Contract and *Exhibit B* to the First Amendment to Construction Contract. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit



prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

Section 2. Amendment. The following section of the Construction Contract is amended to read as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Construction Contract and in *Exhibit B* to the First Amendment to the Construction Contract.

Section 3. <u>Amendment.</u> The following section of the Construction Contract is amended to read as follows:

COMPLETION OF WORK. The Contractor must begin work covered by the Construction Contract within three (3) calendar days from the date of the Notice to Proceed, and must complete work by December 31, 2022, according to the General Conditions.

Section 4. <u>Certificate of Insurance.</u> Contractor's Certification of Insurance for the 2022 year is attached as *Exhibit C*.

Section 5. <u>Ratification.</u> In all other respects, the Construction Contract shall remain in full force and effect.

ATTEST:	TOWN OF CASTLE ROCK			
Lisa Anderson, Town Clerk	Jason Gray, Mayor			
Approved as to form:	Approved as to content:			
Michael J. Hyman, Town Attorney	Matt Gohl, Special Projects Manager			
53 CORPORATION, LLC By: Chris Hoyt				
Its: Proxect Managers				



EXHIBIT A to First Amendment to Construction Contract

CONSTRUCTION CONTRACT

TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT (2021 Police Department Parking Lot Improvement Project)

THIS CONSTRUCTION CONTRACT ("Contract") between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **53 CORPORATION**, **LLC**, a limited liability corporation ("Contractor"), 5655 Peterson Road, Sedalia, Colorado 80135

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

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
- 5. The following Addenda, if any:

Number	Date	Pages	
1	6/9/2021	1	
2	6/21/2021	3	

- 6. Special Conditions of the Contract:
 - Conditional Letter of Map Revisions (CLOMR) regarding modifications to regulatory 100-year floodplain along Sellers Gulch.
- 7. The following Specifications:
 - CDOT Standard Specifications for Road and Bridge Construction
 - CDOT M&S Standards
 - Town of Castle Rock Public Works Regulations
 - Town of Castle Rock Details Plans List
 - Town of Castle Rock Construction methodology & Materials Manual
 - Town of Castle Rock Temporary Erosion and Sediment Control (TESC) Manual
 - Town of Castle Rock Standard Operations Procedures (SOP)

8. The following Drawings/Reports:

•	Security Information	N/A	2 pages
•	Public Improvement Construction Plans	2/4/2020	19 pages
•	Temporary Erosion and Sediment Control Plan	4/1/2021	8 pages
•	Temporary Erosion and Sediment Control Plan Report	4/1/2021	46 pages
•	Phase III Drainage Report & Drawings	4/1/2021	56 pages
•	Geotechnical Engineering Study	1/9/2020	20 pages
•	Bid Alternate No. 1 Concrete Foreplays	6/7/2021	1 page

- 9. Notice of Award;
- 10. Invitation to Bid:
- 11. Information and Instructions to Bidders;
- 12. Notice of Substantial Completion;
- 13. Notice of Construction Completion;
- 14. Proposal Forms, including Bid Schedules;
- 15. Performance, and Labor and Material Payment Bonds;
- 16. Performance Guarantee; 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 \$926,866.00 ("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 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within three (3) calendar days from the date of the Notice to Proceed, and must complete work within ninety (90) calendar days from and including the date of Notice to Proceed, 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 \$1,000 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

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 shall be submitted to the Town at the time of execution of this Contract.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend 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; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. 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 the Contractor and the Town are adequately protected by public liability and property damage insurance.

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.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Fown Clerk

Jason Gray, Mayor

SEAI

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

53 Corporation, LLC

By: _____

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.

Executed this				
ATTEST:	TOWN OF CASTLE ROCK			
Lisa Anderson, Town Clerk APPROVED AS TO FORM:	Jason Gray, Mayor			
Michael J. Hyman, Town Attorney				
CONTRACTOR:				

4

EXHIBIT 1

2021 POLICE DEPARTMENT PARKING LOT IMPROVEMENT PROJECT

BID SCHEDULE A (Addendum 2)

ITEM						
NUMBE R		QUANTIYY	UNIT	UNIT COST	T	OTAL COS
1	Mobilization	1	LS		_	25,000.0
2	Surveying	1	LS	\$12,000,00	\$	12,000.
	Clearing and Grubbing	1	LS	\$5,000.00	\$	5,000
4	Water Control and Dewatering	1	LS	\$3,500.00	\$	3,500.
5	Traffic Control	1	LS	\$7,000,00	\$	7,000.
6	Relocate Ex, Shipping Container	1	LS	\$1,300,00	\$	1,300.
7	Remove & Salvage Ex. MSE Block Wall	860	SF	\$22.00	\$	21,120.
8	Remove & Salvage Ex. Chain Link Fence	315	LF	\$8.00	\$	2,520.
	Remove Ex. Asphalt	133	SY	\$25.00	\$	3,325.
10	Remove Ex, Curb and Gutter	984	LF	\$7.00	\$	6,888.
	Remove Ex. Outlet Structure	1	LS	\$1,000.00	\$	1,000
12	Remove Ex. 18-inch RCP from Outlet Structure	23	LF	\$35.00	\$	805.
13	Remove Ex. Sidewalk	57	SY	\$17.00	\$	969.
14	Remove Ex, Pavement Striping	1,120	LF	\$3,00	\$	3,360.
15	Remove Ex. Tree	2	EA	\$300.00	\$	800.
18	Earthwork: Excavation, Haul Olf-Site and Disposal	8,200	CY	\$12.00	\$	74,400.
	Soll Preparation and Fine Grading	0.80	AC	\$5,000.00	\$	4,000
	WQ: Grouted Boulder Rundown and Forebay (East)	1	LS	\$9,000.00	\$	9,000.
	WQ: Grouted Boulder Rundown and Forebay (South)	1	LS	\$10,000,00	\$	10,000.
	WQ: Filter Material	120	CY	\$92.00	\$	11,040.
	WQ: Geotextile Fabrio	210	SY	\$4.00	\$	840.
	WQ: Underdrain including Clean Outs	210	LF I	\$35,00		7,350.
	WQ: Vinyl Sheet Pile	370	SF	\$35,00		12,950.
	WQ: Outlet Structure (Includes orifice plate)	1	LS	\$7,100.00		7,100.
	Storm Sewer: Plug Ex. Twin 3-inch PVC Pipes at inlet	1	LS	\$400.00		400.
	Storm Sewer: Emergency Overflow Type C Inlet	1	EA I	\$4,800.00		4,800.
	Storm Sawer: Replace Combo Inlet Curb Hood (Second Street) includes demo	1	EA I	\$3,100.00		3,100.
	Storm Sewer: 12-Inch PVC Drain Pipe	33	LF	\$50.00		1,850.
	Storm Sewer: 18-inch Drain Basin (Nylopiast)	1	EA	\$2,500.00		2,500.
	Storm Sewer: 18-Inch Class III RCP	25	LF (\$200.00		5,000.
	Storm Sewer: 18-Inch Class IV RCP	15	LF I	\$170,00		2,550.
		10 1	EA I			2,500.
	Storm Sewer: Backflow Preventer on 18-Inch Pipe	1 1	LS	\$2,500.00		
	Storm Sewer: Concrete Cutoff Wall	•		\$800,00		600,
	Sanitary Sewer: Adjust Existing Clean Out	1	LS	\$500.00		500.
	Retaining Wall: MSE Block (Exposed wall face area. I em includes all wall elements)		SF	\$32,00		25,280.
	Asphalt Paving (4-inch thick and 5-inch thick sections)		TON			48,000.
	Aggregate Base Course (6-Inch thick)	313	CY	\$70.00		21,910.
	Emerg Drive, Maint Trail & Storage Area (12"ihk Class 5 & Geogrid)	141	CY	\$73.00		10,293.
	Sidewalk	43	SY	\$113.00		4,859.
_	Curb and Gutter - 6" curb & 1' pan	644	LF	\$40.00		25,780.
	Curb and Gutter - Roll over curb	252	LF	\$47.00		11,844.
	Curb Ramp	1	EA	\$1,950,00		1,950
	Drain Pan: 4-ft Concrete	420	SF	\$12.00		5,040.
	Sign: Handicap Parking Sign	1)	EA	\$270.00		270.
	Sign: Fire Lane Sign	22	EA	\$270.00		5,940.
	Sign: Water Quality Area Sign	2	EA	\$110,00		220.
	Sign: Remove and relocate HC parking sign	1	EA	\$280.00	\$	280.
	Pavement Striping	2,152	LF	\$1.00	\$	2,152
49	Temporary Erosion and Sediment Control	1	LS	\$17,000.00	\$	17,000
50	Topsoll (Remove, Stockpile, Reuse)(6" thk)	380	CY	\$11.00	\$	4,180
51	Landscaping: Native Seeding, Mulching and Soli Amendment	0.15	AC	\$8,500.00	\$	1,275
	Landscaping: 8" thk Rock Mulch Small including fabric	75	CY	\$135.00	\$	10,125.
53	Erosion Control Blanket (Straw/Coconut)	425	SY	\$8.00	\$	2,550
	Chain Link Fence with Top Rali (6-ft)(includes fence embeds in flood wall)	705	LF	\$65.00	\$	45,825.
	Chain Link Fence Silding Gate (20ft opening)	20	LF	\$200.00		4,000.
	Electrical Site Upgrades and Removals (refer to Electrical Plans and Noies)	1	LS	\$66,500.00	\$	68,500.
	Materials Sampling and Testing	1	LS	\$10,000.00		10,000

58	Retaining Wall: MSE Block (Salvaged wall blocks. Item includes all wall elements)	960	SF	\$28.00	T e	00 500 00 1
	Tremporary Chainlink Fencing (around exterior perimeter)	725	LF		_	26,880.00 3,625.00
	Minor Contract Revisions	1 1	LS	<u> </u>		50,000.00
						
	TOTAL BASE PROJECT COST (PARKING LOT	IMPROVEM	ENT):		\$	660,425.00
	TOTAL BASE PROJECT COST IN WORDS (PARKING LOT IMPROVEMENT):	Six Hundred	Sbdy	Thousand Four	Hund	red Twenty Five
	Dollare and Zero Cents					
FLOODV	NALL IMPROVEMENTS					
ITEM	A TO A DIPTION		J			
NUMBE	DESCRIPTION	QUANTITY	וואטן	UNIT COST	10	OTAL COST
	Mobilization	1	LS	\$9,500.00	\$	9,500.00
102	Surveying	1	LS	\$4,000.00	_	4,000.00
103	Water Control and Dewatering	1	LS	\$3,300.00	_	3,300.00
104	Earthwork	500	CY	\$9.00	\$	4,500.00
	Storm Sewer: 6" PVC SDR36 Pipe (Foundation/Roof drain)	33	LF	\$32.00	\$	1,056.00
	Retaining Wall: Floodwall (Structural concrete volume, includes all wall elements)	240	CY		\$	237,800.00
	Floodwall Stabilization (if req'd)(3"-4" Angular Rock x 18" thk under footing)	120	CY	\$80.00	\$	9,600.00
108	Trail: Concrete Trail Replacement (if req'd) (10' wide x 6" thk)	111	SY	\$105,00	\$	11,655.00
	TOTAL BASE PROJECT COST (FLOODWALL IM	PROVEME	NTS):		\$	281,211.00
	TOTAL BASE PROJECT COST IN WORDS (FLOODWALL IMPROVEMENTS):	Two Hundre	d Eighl	y One Thousan	d Tw	Hundred
	Eleven Dollars and Zero Cents.					
	GRAND TOTAL BASE	PROJECT	OST:		\$	941.636.00
	GRAND TOTAL BASE PROJECT COST IN WORDS:	Nine Hundre	d Forty	One Thousand	Sixi	Hundred
	Thirty Six Dollars and Zero Cents.					
DID AL T	ERNATE 1: Concrete Rundowns and Forebays Instead of Grouted Boulders					
ltem:	•					
Number	Description	Quantity	Unit	Unit Price		Totals
	Mobilization	1	LS	\$ 2,500	\$	2,500.00
202	WQ; Concrete Rundown and Forebay (East)	1	LS	\$ 5,100	\$	5,100.00
203	WQ: Concrete Rundown and Forebay (South)	1	เร	\$ 5,100		5,100.00
204	Deduct: WQ: Grouted Boulder Rundown and Forebay (East)	1	LS	\$ (9,000)	_	(9,000.00)
205	Deduct: WQ: Grouted Boulder Rundown and Forebay (South)	1	LS	\$ (10,000)	\$	(10,000.00)
	TOTAL BID ALTE	RNATE 1 C	:OST·		\$	(6,300,00)
	TOTAL DID NET				Ψ	(00.000,0)
	TOTAL BID ALTERNATE 1 COST IN WORDS:	Negative Six	Thous	and Three Hun	dred	Dollars and
	Zero Cents.					
RID AI TI	ERNATE 2: Construct Entire Proposed MSE Wall with New Blocks Instead of Us	ing Salvag	ed Blo	nck		
ltem	l:	<u> </u>				
Number	Description	Quantity	Unit	Unit Price		Totals
301	Remove Ex. MSE Block Wall	960	SF	\$11,00	\$	10,560.00
302	Retaining Wall:MSE Block (Exposed wall face area.item includes all wall elements)	1,750	SF	\$31.00	\$	54,250.00
303	Deduct; Remove & Salvage Ex. MSE Block Wall	980	SF	(\$22.00)	\$	(21,120.00)
304	Deduct: Relaining Wall:MSE Block (Exposed wall face area.liem includes all wall elements)	790	SF	(\$32.00)	\$	(25,280.00)
305	Deduct; Retaining Wall: MSE Block (Salvaged wall blocks, Item includes all wall elements)	960	SF	(\$28,00)	\$	(26,880,00)
	TOTAL DID ALTO	DNATE	OST.		e	(8.470.00)
	TOTAL BID ALTE	RNATEZO	031.		\$	(8,470,00)
	TOTAL BID ALTERNATE 2 COST IN WORDS:	Negative Elg	thl Tho	usand Four Hun	dred	Seventy
BID ALTI	Dollars and Zero Cents. ERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site					1
'Item	ERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site	Quantities	dini)	linit Drine		Totale
Item Number	ERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site Description		Unit	Unit Price		Totals
item Number 401	ERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site Description Earthwork: Excavation, Haul Off-Site and Disposal to Town Stockpile Site	6,200	CY	\$14.30		88,660,00
Item Number 401	ERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site Description	6.200	CY	, .		
Item Number 401	ERNATE 3: Earthwork Spoils to a Town of Castle Rock Stockpile Site Description Earthwork: Excavation, Haul Off-Site and Disposal to Town Stockpile Site Deduct: Earthwork: Excavation, Haul Off-Site and Disposal to Confractor's site	6,200 6,200 RNATE 3 C	CY CY OST:	\$14.30 (\$12,00)	\$	88,660,00 (74,400.00) 14,260.00

RESOLUTION NO. 2021-067

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CASTLE ROCK AND 53 CORPORATION, LLC FOR THE 2021 POLICE DEPARTMENT PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, the Town of Castle Rock (the "Town") solicited proposals for construction of a concrete retaining wall and expansion of parking lot for the 2021 Police Department Parking Lot Improvements Project (the "Project"); and

WHEREAS, the Project selection team has determined 53 Corporation, LLC, was best qualified to complete the construction services of the Project; and

WHEREAS, the Town and 53 Corporation, LLC, have agreed to the terms and conditions by which the Consultant will provide design services to the Town for Fifth Street Improvements Project.

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

Section 1. Approval. The Construction Contract between the Town of Castle Rock and 53 Corporation, LLC, in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligation under the Agreement, the Town Council authorizes the expenditure and payment from: (i) 2021 appropriation account no. 110-1530-415.70-10 in an amount not to exceed \$204,797.73, plus a Town-managed contingency in the amount of \$20,479.77, (ii) 2021 appropriation account no. 133-2175-421.70.10 in an amount not to exceed \$447,157.27, plus a Town-managed contingency in the amount of \$44,715.73, and (iii) 2021 appropriation account no. 212-4475-444.70-10 in an amount not to exceed \$274,911.00, plus a Town-managed contingency in the amount of \$27,491.10, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021, 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
(Bisa Anderson)	QE M
Lisa Anderson, Fown Clerk	CAST Jason Gray, Mayor
Approved as to form:	Approved as to content:
og s	EAL CHEAL
Michael J. Hyman, Town Attorney	Kristin Read, Assistant Town Manager
Co	NO. BLANDER OF THE PROPERTY OF



Police Department Parking Lot Improvements

Change Order #1

The purpose of this change order is to adjust the contract price of the Police Department Parking Lot Improvement Project by increasing the funds available in order to perform additional scope of work beyond original planned quantities. The addition of the added scope exceeded the contractor's bid price by \$20,263.33.

Additional paving was required to remedy drainage in the existing parking lot. The cost of this work is \$15,600.00. Acct # 133-2175-421.70-10

Additional landscape rock work was needed to match to existing wall structure. The cost of this work is \$4,663.33 Acct # 212-4475-444.70-10

Original contract price is \$926,866.00 with a contingency of \$92,686.60. This change order will increase the contract price by \$20,263.33 of contingency, to the new contract price of \$947,129.33.

This will leave a remaining contingency balance of \$72,423.27.

Thanks

Frank Castillo Project Manager



CHANGE ORDER NO1	Date <u>03/02/2022</u>
Project Police Dept. Parking Lot Improvements	Project Number <u>2021-067</u>
P.O. Number <u>2250</u>	Bid Number
Contractor 53 Corporation LLC	
The following changes are made to the Contract:	
Attach support documentation and ORIGINAL CO multiple accounts and/or project numbers, attach a me	NSTRUCTION CONTRACT to this Change Order. If paying or mo detailing each number and related dollar amount.
Is this Change Order strictly a quantity adjustment?	YES NO
The Original Contract Price was	\$926,866.00
Net Change by Previous Change Orders	\$0.00
Contract Price Before this Change Order	\$926,866.00
CURRENT Change Order AMOUNT (note + or -)	+\$20,263.33
THE NEW CONTRACT PRICE WILL BE	\$947,129.33
Original contract time:	days
Net time change by previous Change Order(s):	0days
Net adjustment due to this Change Order:	0days
Current contract time including this Change Order:	90days
DATE FOR SUBSTANTIAL COMPLETION WILL B	E: December 31, 2021
The contractor hereby certifies that all work specified in the requirements except as modified by Change Order(s).	is Change Order shall be performed according to the originalcontract
TOWN DIVISION APPROVAL	TOWN DIVISION APPROVAL
By: Dan Sailer	By: Jack Cauley
Title:_Public Works Director	Title: Chief of Police
Date: 3/7/2022 2:45 PM MST	Date:
TOWN ATTORNEY APPROVAL	CONTRACTOR
By: Michael J. Hyman	By: Staces By
Title:Town Attorney	Its:Corporate Secretary
3/8/2022 9:33 AM MST	Date:3/4/22
Originals: Contractor; Purchas	ring and Contracts File

Town of Castle Rock



Agreement Approval with Purchase Order

Future Obligations (OMT): Yes No	☐ Sole Source Approval Included (If Applicable)			☑ Change/Task Order #1	
Vendor: 53 Corporation, LLC	Vendor #: 491				
Title: Police Department Parking Lot	Improvements				
Department: Public Works					
Contract Amount: \$947,129.33	ount:	Change	Change Order Amount: \$20,263.33		
Requisition Order #: na	Purchase Order #: 2250				
GL Account(s): 133-2175-421.70-10 - \$15,600.00 212-4475-444.70-10 - \$4,663.33		Project Code:			

Envelope Coordinator (Dept. Admin) Huice Canadlei	Date: 3/4/2022 3:00 PM MST
Supervisor/Other Approvers Frank (Ashilo	Date: 3/4/2022 3:01 PM MST
Assistant Director: Assistant Director: Assistant Procedure)	Date: 3/7/2022 2:03 PM MST
Director: Dan Sailer	Date: 3/7/2022 2:45 PM MST
Other Department Director: Juk (Aully) (If Budget Impacts Another Department)—ITANECAITHEE	Date:3/8/2022 8:04 AM MST
Records Manager: Furth Manager	Date: 3/8/2022 9:19 AM MST
Legal: Assistant Town Attorney: July Nim	Date: 3/8/2022 9:26 AM MST Date: 3/8/2022 9:33 AM MST
Town Attorney: Millhall J. Hyman. Chief Technology Officer: (For All Technology Agreements)	Date:
Finance:	
 ☑ Budget & GL Account Approved ☐ GL Account Correction: N/A ☐ Project Code Correction: N/A 	_
Analyst: The Manager thick the second of the	Date: 3/8/2022 12:59 PM MST
Finance Director: Trish Muller	Date: 3/8/2022 5:47 PM MST
Town Manager (> \$25k): Davidove by:	Date: 3/8/2022 8:35 PM MST
Town Clerk:	Date:

r.7.31.2020 – Agreement-PO Combo



Accounts Payable:	- Deurstand Fr. Accounts Payable	Date: 3/14/2022	9:23	AM	MDT
Accounting Manag		Date: 3/11/2022	8:14	AM	MST
	Final Approved Copy):				
NOTES:					



Police Department Parking Lot Improvements

Change Order #2

The purpose of change order #2, is to adjust the contract price of the Police Department Parking Lot Improvement Project by increasing the funds available in order to perform additional scope of work beyond original planned quantities. The addition of the added scope exceeded the contractor's bid price by \$19,584.00.

Electrical upgrades and removals and the addition of Fire signs and ADA parking within the parking lot was necessary to complete the required scope. The cost of this work is \$9,459.07. 133-2175-421-70-10 Additional grouted boulder rundowns and filter material was completed in both east and south fore bays. The cost of this work is \$4,308.48. 212-4475-444-70-10

Water quality for the concrete work in the east and south fore bays were completed. The cost of this work is \$5,816.45. 212-4475-444-70-10

Original contract price is \$926,866.00 with a contingency of \$92,686.60.

Change Order #1 increased the contract price to \$947,129.33

Change Order #2 will increase the adjusted contract price by \$19,584.00 of contingency, to the new contract price of \$966,713.33.

This will leave a remaining contingency balance of \$52,839.27.

Thanks

Frank Castillo Project Manager



CHANGE ORDER NO2	Date03/15/2022
Project Police Dept. Parking Lot Improvements	Project Number <u>2021-067</u>
P.O. Number	Bid Number
Contractor 53 Corporation LLC	
The following changes are made to the Contract:	
Attach support documentation and ORIGINAL CO! multiple accounts and/or project numbers, attach a men	NSTRUCTION CONTRACT to this Change Order. If paying on no detailing each number and related dollar amount.
Is this Change Order strictly a quantity adjustment?	YES NO
The Original Contract Price was	\$926,866.00
Net Change by Previous Change Orders	\$20,263.33.
Contract Price Before this Change Order	\$947,129.33
CURRENT Change Order AMOUNT (note + or -)	+\$19,584.00
THE NEW CONTRACT PRICE WILL BE	\$966,713.33
Original contract time:	90 days
Net time change by previous Change Order(s):	0_days
Net adjustment due to this Change Order:	0_days
Current contract time including this Change Order:	days
DATE FOR SUBSTANTIAL COMPLETION WILL BE	E: December 31, 2021
The contractor hereby certifies that all work specified in thi requirements except as modified by Change Order(s).	s Change Order shall be performed according to the originalcontract
TOWN DIVISION APPROVAL	TOWN DIVISION APPROVAL
By: Dan Sailer	By: Jack (auley
Title: Public Works Director	Chief of Police
3/22/2022 4:03 PM MDT	Date: 3/22/2022 4:32 PM MDT
TOWN ATTORNEY APPROVAL	CONTRACTOR
By: Michael J. Hyman	By: Street
Town Attorney Title:	Its: Corporate Secretary
Date: 3/23/2022 3:15 PM MDT	Date: 3/14/22
Originals: Contractor; Purchasi	



Agreement Approval with Purchase Order

Future Obligations (OMT): Yes No	☐ Sole Source Approval Included (If Applicable)			☑ Change/Task Order #2
Vendor: 53 Corporation, LLC				Vendor #: ⁴⁹¹
Title: Police Department Parking Lo	t Improvements			1
Department: Public Works				
Contract Amount: \$966,713.33	Contingency Amo	cy Amount: Change Order Amount: \$19		e Order Amount: \$19584.00
Requisition Order #: N/A		Purchase Order #: 22	250	6
GL Account(s): 133-2175-421.70-10 - \$9,459.07 212-4475-444.70-10 - \$10,124.93		Project Code:		

Envelope Coordinator (Dept. Admin)	Date: 3/18/2022 8:20 AM MDT
Supervisor/Other Approvers Fruk (astillo	Date: 3/18/2022 1:38 PM MDT
Assistant Director: Assist	Date: 3/17/2022 9:07 AM MDT
Director: Dan Salle	Date: 3/22/2022 4:03 PM MDT
Other Department Director: Jack (Ankly) (If Budget Impacts Another Department)	Date: 3/22/2022 4:32 PM MDT
Records Manager: Rearls Manager	Date: 3/23/2022 7:12 AM MDT
Legal: Assistant Town Attorney: Juny Nism	Date: 3/23/2022 11:20 AM MDT
Town Attorney: Mithael J. Hyman	Date: 3/23/2022 3:15 PM MDT
Chief Technology Officer: (For All Technology Agreements)	Date:
Finance:	
 ☑ Budget & GL Account Approved ☐ GL Account Correction: N/A ☐ Project Code Correction: N/A 	
Analyst: Manalyst Thick	Date: 3/23/2022 4:34 PM MDT
Finance Director: Trible Muller	Date: 3/24/2022 8:38 AM MDT
Fown Manager (> \$25k): December of the control of t	Date: 3/24/2022 8:43 AM MDT
Town Clerk:	Date:

r.7.31.2020 – Agreement-PO Combo



Accounts Payable: Accounts Payable: Accounts Payable	Date: 3/24/2022 4:58 PM MDT
Accounting Manager: Positionally Schools	Date: 3/24/2022 10:38 AM MDT
Records Manager (Final Approved Copy):	
NOTES:	



EXHIBIT B to First Amendment to Construction Contract

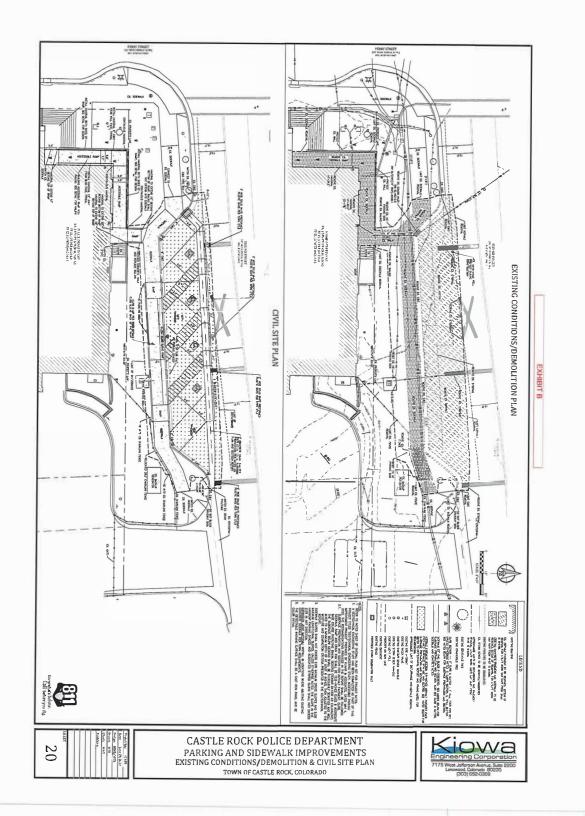
2ND STREET PROPOSAL/SCOPE OF WORK AND DIAGRAM

EXHIBIT B

	Description:	Police Department 2nd St			
ine No.	Pay Item No.	Propose Description Subtotal Description	Quantity Unit of Measure	Unit Price	Total Pric
	1	Mobilization	1.00 LS	22,000.00	22,000.00
	2	Surveying	1.00 LS	5,000.00	5,000.00
	3	Clearing and Grubbing	1.00 LS	2,500.00	2,500.00
	4	Traffic Control	1.00 LS	6,000.00	6,000.00
	5	Materials Sampling and Testing	1.00 LS	8,500.00	8,500.00
	6	Remove/Reset Chain Link Fence	30.00 LF	70.00	2,100.00
	7	Remove Ex. Asphalt	272.00 SY	15.00	4,080.00
	8	Remove Ex. Curb and Gutter	145.00 LF	16.00	2,320.00
	9	Remove Ex. Drainage Inlet	1.00 LS	1,200.00	1,200.0
0	10	Remove Ex. 15" RCP	14.00 LF	40.00	560.00
1	11	Remove Ex. Sidewalk	108.00 SY	13.00	1,404.0
2	12	Remove Ex. Railing	22.00 LF	8.00	176.0
3	13	Earthwork: Fine Grading, Haul Off	208.00 CY	25.00	5,200.00
4	14	Storm Sewer: Single Combination Inlet	1.00 EA	6,500.00	6,500.00
5	15	Storm Sewer: 15" CI III RCP	5.00 LF	300.00	1,500.00
6	16	Storm Sewer: Concrete Collar Connection	1.00 LS	1,500.00	1,500.00
7	17	Asphalt Paving (8")	88.00 TN	235.00	20,680.0
8	18	Asphalt Patching (8")	23.00 TN	265.00	6,095.0
9	19	Aggregate Base Course (12")	145.00 CY	125.00	18,125.0
0	20	Geogrid	433.00 SY	5.00	2,165.0
1	21	Sidewalk	72.00 SY	100.00	7,200.00
2	22	Railing	18.00 LF	175.00	3,150.0
3	23	Curb and Gutter - 6" Curb & 1' Pan	160.00 LF	26.00	4,160.0
4	24	Curb Ramp (at ADA Parking Space)	1.00 EA	6,300.00	6,300.0
5	25	Wheel Stop for Parking Spaces	4.00 EA	265.00	1,060.0
6	26	Drain Pan: 3' Concrete	36.00 SY	110.00	3,960.0
7	27	Sign: Handicap Parking Sign	1.00 EA	400.00	400.0
8	28	Sign: Remove and Reset HC Parking	2.00 EA	350.00	700.0
9	29	EpoxyPavment Marking	386.00 LF	7.00	2,702.0
0	30	Thermoplastic Pavement Marking	48.00 SF	60.00	2,880.0
1	31	Temporary Erosion and Sediment Control	1.00 LS	7,500.00	7,500.00
2	32	Topsoil (Remove, Stockpile, Reuse 6")	20.00 CY	40.00	800.00
3	33	Landscaping: Native Seeding, Mulching, Soil Amendment	0.05 Acre	7,000.00	350.00

		Proposal			
Line No.	Pay Item No.	Description Subtotal Description	Quantity Unit of Measure	Unit Price	Total Price
34	34	Temporary Chainlink Fencing	300.00 LF	6.00	1,800.00
35	35	Remove Ex. Sidewalk (building ramp)	52.00 SY	45.00	2,340.00
36	36	Remove Ex. Railing (building ramp)	125.00 LF	7.00	875.00
37	37	Sidewalk (building ramp)	52.00 SY	125.00	6,500.00
38	38	Railing (building ramp)	125.00 LF	130.00	16,250.00
				Subtotal: Running Total:	186,532.00 186,532.00
	·			GRAND TOTAL:	186,532.00

Proposal Certification



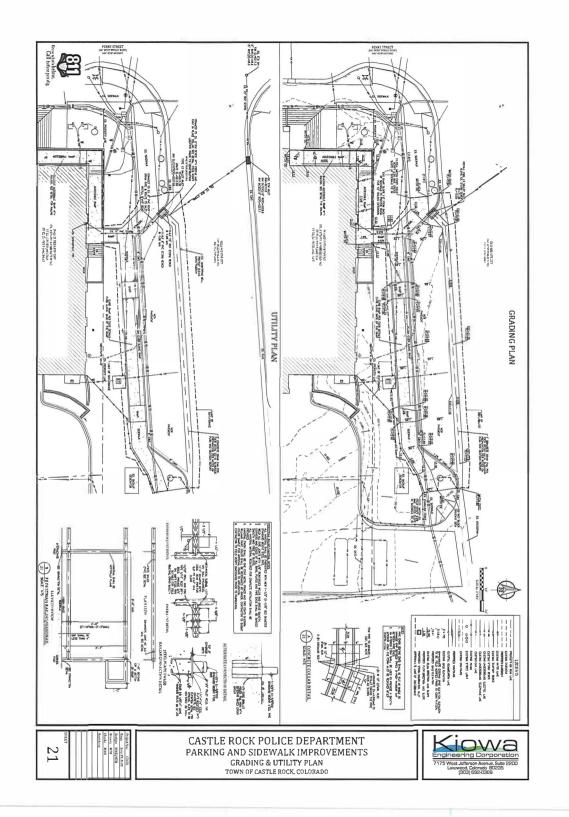




EXHIBIT C to First Amendment to Construction Contract

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2021

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 THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT Sarah Forsberg Tripp						
Mountain West Insurance - Englewood 3575 S Sherman Street	PHONE (A/C, No, Ext): (303) 590-9585 FAX (A/C, No): (303) 7	762-1733					
Englewood, CO 80113	ADDRESS: sarahf@mtnwst.com						
	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A: Employer's Mutual Casualty Company	21415					
INSURED	INSURER B : Pinnacol Assurance	41190					
53 Corporation LLC	INSURER C:						
5655 Peterson Road	INSURER D:						
Sedalia, CO 80135	INSURER E:						
	INSURER F:						

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER
COVERAGES	CERTIFICATE NUMBER:	KEVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWHAVE 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIWITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	ş 1,00	0,000
	CLAIMS-MADE X OCCUR	x		2X10684	8/26/2021	8/26/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 30	0,000
	X Per Project Aggregat						MED EXP (Any one person)	\$	5,000
İ							PERSONAL & ADV INJURY	s 1,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	ĺ					GENERAL AGGREGATE	\$ 2,00	0,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	ş 2,00	0,000
	OTHER:							\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s 1,00	0,000
	X ANY AUTO	x		2X10684	8/26/2021	8/26/2022	BODILY INJURY (Per person)	\$	
ľ	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	3	0,000
	EXCESS LIAB CLAIMS-MADE			2X10684	8/26/2021	8/26/2022	AGGREGATE	ş 5,00	0,000
	DED X RETENTION \$ 10,000							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER X OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		3112180	10/1/2021	10/1/2022	E.L. EACH ACCIDENT	· ·	0,000
	(Mandatory In NH)	'''^					E.L. DISEASE - EA EMPLOYEE	<u> </u>	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	· ·	0,000
A	Leased/Rented Equip			2X10684	8/26/2021	8/26/2022	Limit	50	0,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2021 Police Department Parking Lot Improvement Project

Town of Castle Rock, officers and employees and others as required by written contract are named as additional insured with respect to general liability for ongoing and completed operations per form CG7174.3 10/13 and auto liability per CA7270 11/17.

CANCELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Sand 3 Triff				
A				

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II Who Is An Insured is amended to include as an additional insured:
 - Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured: or
- **b.** "Your work" for the additional insured and included in the "products completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

 Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSUREDS

Covered Autos Liability Coverage is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The Who Is An Insured provision contained in the Business Auto Coverage Form is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - 2. Any organization you acquire or form will not be considered an "insured" if:
 - a. The organization is a partnership or a joint venture; or

- **b.** That organization is covered under other similar insurance.
- Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- **b.** Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. LOCKSMITH SERVICES

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under Section III – Physical Damage Coverage.

I. HIRED AUTO PHYSICAL DAMAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
- The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

 Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto".

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

- This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - **b.** 30 days.
- **4.** Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day, subject to a \$1,500 limit.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Transportation Expense coverage extension included in this endorsement.

Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

N. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. MENTAL ANGUISH

Section V - Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

R. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 14. File #: RES 2022-087

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Todd Brown, Commander, through Jack Cauley, Chief of Police From:

> Resolution Approving an Amendment to the Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the Additional Purchase of Axon Fleet 3

Cameras and Renewal of Software Maintenance

Executive Summary

The purpose of this memorandum is to approve an amendment to the current annual maintenance agreement between Castle Rock Police Department and Axon (*Resolution*). Since the inception of the Axon Body-Worn Cameras (BWC) in 2016, and Fleet Axon Cameras in 2017, the Castle Police Department has utilized these products to build community trust and transparency. Law enforcement agencies throughout Colorado have adopted body- worn camera programs as a means to improve evidence collection, to strengthen officer performance and accountability, and to enhance agency transparency.

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

Incidents involving police across the country have created a surge in the use of body cameras for law enforcement including recent Colorado Law requiring officer worn body cameras. Today, more than 17,000 law enforcement agencies in 100 countries around the world are part of the Axon network, the leading vendor of body worn cameras.

Discussion

In June 2022, the Police Department received updated quotes for upgrading current Axon Fleet Camera (Fleet 2) and Fleet 1) to the newest version Fleet 3 and to update the agreement to include five (5) more years of software maintenance for Axon cameras in the interview rooms at the Police Department.

- Fleet 3 cameras mounted in all marked police vehicles provide camera footage not seen by the officers' body worn camera. The Fleet camera footage is often used in traffic-related incidents, shows officers driving, and arrival on scenes. Additionally, the Fleet cameras capture the rear seat of the vehicle when officers are transporting suspects and some views are not typically seen on the body worn cameras.
- Fleet 3 cameras are also capable of integration with the Flock Safety System already used by the Police Department.
- Currently, the Axon cameras inside the interview rooms are at the end of the agreement terms in 2023.

Item #: 14. File #: RES 2022-087

There are no new costs for additional features or products. The quote is the updated price to continue current service.

The amendment (*Contract*) to the annual maintenance agreement from 2021 adds Fleet 3 cameras and software support. The new five (5) year quote is for 45 vehicles. Each year's annual cost is \$79,920.00 and includes full warranty without price increases. The renewal quote for the two interview rooms with Axon cameras is for five years. Each year cost is \$5,819.08 annually without a price increase.

Budget Impact

The total budget impact for this purchase (\$85,739.08) will be included in the 2023 budget. This cost will stay the same and will continue for years two through five (2024-2027). The project costs will be applied to cost codes:

General Supplies, Equipment, Noncapital 110-2110-421-61-14

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

Resolution

Contract Amendment to Master Services & Purchasing Agreement

RESOLUTION NO. 2022-

A RESOLUTION APPROVING AN AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE ADDITIONAL PURCHASE OF AXON FLEET 3 CAMERAS AND RENEWAL OF SOFTWARE MAINTENANCE

WHEREAS, on May 25, 2021, the Town of Castle Rock, Colorado (the "Town") and Axon Enterprise, Inc., ("Axon") entered into a Master Services and Purchasing Agreement (the "Agreement") whereby the Town agreed to purchased Body Worn Cameras, as well as other police related equipment, and software maintenance from Axon for the Castle Rock Police Department; and

WHEREAS, in June 2022, Castle Rock Police Department received quotes for upgrading its current Axon Fleet Cameras (Fleet 2 and Fleet 1) to the newest version, Fleet 3, and to amend the Agreement to include five (5) more years of software maintenance for Axon cameras in the interview rooms at the police department subject to the appropriation of sufficient funds therefor by the Town Council; and

WHEREAS, Fleet 3 Cameras mounted in marked police vehicles provide camera footage not seen by a police officer's Body Worn Camera and often captures footage related to traffic incidents, officers' operation of patrol vehicle, officers' arrival on scene, as well footage of the rear seat of the patrol vehicle when officers are transporting suspects, which is not a point of view captured by the Body Worn Cameras of the officers;

WHEREAS, Fleet 3 Cameras are capable of integrating with the Flock Safety System that is already utilized by Castle Rock Police Department;

WHEREAS, the agreement related to the software maintenance for the Axon Cameras currently utilized by Castle Rock Police Department inside the interview rooms is set to expire in 2023 and requires renewal to allow for continued service;

WHEREAS, the Town and Axon have agreed to the terms and conditions stated in the First Amendment to the Master Services and Purchasing Agreement.

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

Section 1. Approval. The First Amendment to Master Services and Purchasing Agreement between the Town and Axon is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

Encumbrance and Authorization for Payment. In order to meet the Section 2. Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment from account no. 110-2110-421-61-14 in an amount not to exceed \$399,600.00, with annual payments not to exceed \$79,920.00 per year, subject to the appropriation of sufficient funds therefor by the Town Council, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 by the Town

Jack Cauley, Chief of Police

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 Jason Gray, Mayor Lisa Anderson, Town Clerk Approved as to form: **Approved as to content:**

Michael J. Hyman, Town Attorney

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First Amendment to Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Town of Castle Rock ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("Agreement"), which is attached hereto as Exhibit 1.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

- 1. The attached documents are hereby incorporated into the Agreement:
 - a. Axon Fleet Appendix
 - b. Quote Q-387977
 - c. Quote Q-390693
- 2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
- 3. Subject to Clause 17 Termination of the Agreement, the continuance of this Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Agency.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signatu	ıre:
Name:	Robert Driscoll
	VP, Associate General Counsel

ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Dave Corliss, Town Manager
Approved as to form:	Approved as to content:
Michael J. Hyman, Town Attorney	Jack Cauley, Chief of Police



First Amendment to Master Services and Purchasing Agreement

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

- 1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2. <u>Cradlepoint</u>. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. Updates. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. License Grant. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. <u>Restrictions</u>. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade



First Amendment to Master Services and Purchasing Agreement

secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
- Axon Fleet Upgrade. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737

International: +1.800.978.2737



SHIP TO	BILL TO
Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486	Castle Rock Police Dept CO 100 Perry St
USA	Castle Rock, CO 80104-2486 USA
	Email:

SALES REPRESENTATIVE	
Kevin Watson	
Phone: (480) 463-2203	
Email: kwatson@axon.com	
Fax: (480) 463-2203	

Quote Summary

Program Length	60 Months
TOTAL COST	\$399,600.00
ESTIMATED TOTAL W/ TAX	\$399,600.00

Discount Summary

Average Savings Per Year	
TOTAL SAVINGS	

Payment Summary

Date	Subtotal	Ta
Feb 2023	\$79,920.00	\$0
Feb 2024	\$79,920.00	\$0
Feb 2025	\$79,920.00	\$0
Feb 2026	\$79,920.00	\$0
Feb 2027	\$79,920.00	\$0
Total	\$399,600.00	\$0

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Quote Unbundled Price: Quote List Price: Quote Subtotal:

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subt
Program							
Fleet3ARe	Fleet 3 Advanced Renewal	45	60	\$183.85	\$148.00	\$148.00	\$399,60
A la Carte Har	rdware						
72036	FLEET 3 STANDARD 2 CAMERA KIT	45			\$2,405.00	\$0.00	\$
72036	FLEET 3 STANDARD 2 CAMERA KIT	1			\$2,405.00	\$0.00	\$
Total							\$399,60

Delivery Schedule

Hardware

Bundle	ltem	Description
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT

Software

Bundle	Item	Description	QTY	Estimate
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	45	03/
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	45	03/
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	45	03/
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	90	03/

Services

Bundle		Description				
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)				

Warranties

Bundle	Item	Description	QTY	Estimate
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	45	02/
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/

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Payment Details

Item	Description	Qty	Subtotal
Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	45	\$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	1	\$0.00
			\$79,920.00
Item	Description	Qty	Subtotal
Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
			\$79,920.00
ltem	Description	Qty	Subtotal
Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
			\$79,920.00
Item	Description	Qty	Subtotal
Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
			\$79,920.00
Item	Description	Qty	Subtotal
Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
			\$79,920.00
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Page 4

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate sho prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services a (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Flee purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that age extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improduscribed below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Ag develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By sign are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, mu for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority,

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Exceptions to Standard Terms and Conditions

This quote is contingent upon Agency payment of any and all outstanding invoices of contract #00044209.

6/6/2022



Page 6



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737

International: +1.800.978.2737



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Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock, CO 80104-2486 USA Email:

SALES REPRESENTATIVE	
Kevin Watson	
Phone: (480) 463-2203	
Email: kwatson@axon.com	
Fax: (480) 463-2203	

Quote Summary

Program Length	60 Months
TOTAL COST	\$29,095.40
ESTIMATED TOTAL W/ TAX	\$29,095.40

Discount Summary

Average Savings Per Yea	r
TOTAL SAVINGS	

Payment Summary

Date	Subtotal	T
Feb 2023	\$5,819.08	\$0
Feb 2024	\$5,819.08	\$0
Feb 2025	\$5,819.08	\$0
Feb 2026	\$5,819.08	\$0
Feb 2027	\$5,819.08	\$0
Total	\$29,095.40	\$0

Page 1

Quote Unbundled Price: Quote List Price: Quote Subtotal:

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subte
A la Carte Softw	are						
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		\$25.00	\$25.00	\$4,50
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$29.17	\$29.17	\$3,50
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		\$99.00	\$87.90	\$21,09
Total							\$29,09

Delivery Schedule

Software

QTY Estimate
Q: Louinate
3 03/
2 03/
4 03/
2

Page 3

Payment Details

Feb 2023				
Invoice Plan	Item	Description	Qty	Subtotal
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08
Feb 2024				
	Ido ma	Description	Otri	Subtotal
Invoice Plan	ltem 50000	Description	Qty	Subtotal
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08
Feb 2025				
Invoice Plan	Item	Description	Qty	Subtotal
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08
Feb 2026				
	74			0
Invoice Plan	Item	Description	Qty	Subtotal
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08
Feb 2027				
Invoice Plan	Item	Description	Qty	Subtotal
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate sho prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services a (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Flee purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that a extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improduscribed below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Ag develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By sign are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, mu for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, I

Page 5

Exceptions to Standard Terms and Conditions

Agency has existing contract #00047534 (originated via Q-318894) and is terminating that contract upon the new license start date (3,

The parties agree that Axon is granting a refund of \$2,665.00 to refund paid, but undelivered services. This discount is based on a sh 2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

6/6/2022

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Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 15. File #: RES 2022-088

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Matt Benak, P.E., Water Resources Manager

Jakob Hartmann, Water Resources Program Analyst

Resolution Approving an Intergovernmental Agreement with Dominion Water and Sanitation District and Parker Water and Sanitation District for the Canyons

Waterline Extension Project [Parker Water and Sanitation District/Town of Castle Rock

Interface1

Executive Summary

The purpose of this memorandum is to request Town Council approval of a resolution (Attachment A) for an Intergovernmental Agreement (IGA) between the Town of Castle Rock (Town), Dominion Water and Sanitation District (Dominion), and Parker Water and Sanitation District (PWSD) for the design and construction of the Canyons Waterline Metering Vault. This metering vault will be constructed with a capacity of 25.2 million gallons per day (MGD) and will measure flows through the Canyons Pipeline to deliver WISE to the Town and to Dominion (through the Town's system). The vault will replace the meter owned and operated by Castle Rock Water (CRW) at the Ray Waterman Water Treatment Plant and act as the primary meter for measuring flows (See Attachment B). This was originally contemplated in the Wheeling IGA with the Town and PWSD.

Castle Rock and Dominion will be responsible for their pro-rata share of the metering vault costs. The cost splits would be 83.33% for Castle Rock and 16.67% for Dominion. Castle Rocks share is larger due to the fact that we will be receiving ultimately 21 MGD through this vault and Dominion will receive 4.2 MGD. Parker would not bear any costs for this metering vault. The estimated costs for the engineering consultants design work is \$50,000 and the estimated construction cost is \$608,000. The schedule for construction is not currently known but will likely take place in 2023.

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

On March 6, 2018 Town Council approved the Wheeling Agreement between Parker Water and Sanitation District and the Town of Castle Rock.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting

Item #: 15. File #: RES 2022-088

held on July 27, 2022, and the Castle Rock Water Commission voted 6 to 0 to recommend Town Council approve the Resolution as presented.

Discussion

On May 19, 2022, Staff from the Town and PWSD had a video conference to discuss the proposed meter vault that is being designed by PWSD's consulting engineer (Providence Infrastructure Consultants). To date, PWSD and the Town have been using the metering vault located at Ray Waterman to determine the quantity of water delivered to CRW and for billing purposes; however, the Wheeling IGA between the Town and PWSD provides that "The volume of water delivered by PWSD to Castle Rock at the Point of Delivery shall be measured by a meter owned and operated by PWSD located at the Point of Delivery, except that until such time as PWSD installs its own meter at the interconnect point designated in Exhibit A as the Castle Rock Interconnect, the volume of water shall be measured by a meter owned by Castle Rock at Castle Rock's metering point at Ray Waterman." Furthermore, Section 2.D of the IGA provides that PWSD is not responsible for the cost of the facilities; however, in association with the tank work they are performing in the area, they included this metering vault work.

Given the opportunity to include this meter vault work along with the other PWSD infrastructure improvements, it is time to develop a cost sharing IGA. Castle Rock and Dominion will be responsible for their pro-rata share of the metering vault costs. The splits would be 21/25.2 = 83.33% for Castle Rock and 16.67% for Dominion (the larger flow split is due to the fact that Castle Rock ultimately will be receiving 21 MGD through this vault [6 MGD WISE, 3 MGD Box Elder, and 12 MGD from water treated at PWSD's Rueter - Hess Water Purification Facility]). PWSD would not bear any costs for this metering vault. The estimated costs for the engineering consultants design work is \$50,000 and the estimated construction cost (Garney is the General Contractor) is \$608,000.

Budget Impact

The total estimated costs are six hundred fifty-eight thousand dollars (\$658,000.00).

The estimated project costs and capacity shall be allocated as follows

Castle Rock: 83.33% * \$658,000 = \$548,311 for 21 MGD

Dominion: 16.67% * \$658,000 = \$109,689 for 4.2 MGD

The Water Resources CIP/ WISE Infrastructure account <211-4375-443.77-72> will be used to pay for costs associated with this project.

Staff Recommendation

Staff and Castle Rock Water Commission recommend that Town Council approve the IGA as presented in Exhibit 1.

Item #: 15. File #: RES 2022-088

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

Resolution Attachment A: Exhibit 1: Agreement

Attachment B: **Project Location Map**

RESOLUTION NO. 2022-

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH DOMINION WATER AND SANITATION DISTRICT AND PARKER WATER AND SANITATION DISTRICT FOR THE CANYONS WATERLINE EXTENSION PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town"), Dominion Water and Sanitation District ("Dominion Water"), and the Parker Water and Sanitation District ("Parker Water"), collectively, "the Participants," are authorized and desire to enter into an agreement regarding participation in and payment of the costs associated with the design and construction of a metering vault with an estimated 25.2 MGD capacity that is needed to measure flows through the Canyons Pipeline to deliver WISE and other water to the Participants (the "Vault"); and

WHEREAS, the Vault is intended to replace the meter owned by the Town at the Town's metering location at Ray Waterman as the primary meter for measuring flows to the Participants; and

WHEREAS, the Participants desire to memorialize their participation in and the costs associated with the design and construction of the Vault and the capacity in such Vault to be allocated between the Town and Dominion Water; and

WHEREAS, the Town's portion of the cost associated with the design and construction of the Vault is 83.33% of the total estimated project cost of \$658,000.00; and

WHEREAS, Dominion Water's portion of the cost associated with the design and construction of the Vault is 16.67% of the total estimated project cost of \$658,000.00; and

WHEREAS, Parker Water shall contract for and lead the design and construction activities on behalf of the Participants under terms reasonably acceptable in the Denver Metropolitan market and shall oversee all aspects of the related contracts; and

WHEREAS, the Participants have agreed to the terms and conditions to accomplish the Canyons Waterline Extension Project.

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

- **Section 1.** <u>Approval</u>. The Intergovernmental Agreement between the Participants is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.
- Section 2. <u>Encumbrance and Authorization for Payment</u>. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure

and payment from account no. 211-4375-443.77-72 in an amount not to exceed \$548,311.00, unless otherwise authorized in writing by the Town.

	OPTED this 16th day of August, 2022 by the Town ado, on first and final reading, by a vote of for and		
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		

<u>INTERGOVERNMENTAL AGREEMENT</u> METERING VAULT (Canyons Waterline Extension Project)

THIS AGREEMENT ("Agreement") is effective the ____ day of _____ 2022 and is entered by and between the Town of Castle Rock, a Colorado home rule municipality, acting by and through the Castle Rock Water Enterprise ("Castle Rock"), the Dominion Water and Sanitation District ("Dominion"), and the Parker Water and Sanitation District ("PWSD") (collectively, the "Participants"), all quasi-municipal or municipal corporations and political subdivisions of the State of Colorado.

RECITALS

WHEREAS, the Participants are authorized and desire to enter into this Agreement regarding participation in and payment of the costs associated with the design and construction of a metering vault with an estimated 25.2 MGD capacity that is needed to measure flows through the Canyons Pipeline to deliver WISE and other water to the Participants (the "Vault")

WHEREAS, the Vault is intended to replace the meter owned by Castle Rock at Castle Rock's metering location at Ray Waterman as the primary meter for measuring flows to the Participants;

WHEREAS, the Participants desire to memorialize their participation in the costs associated with the design and construction of the Vault and the capacity in such Vault to be allocated between Castle Rock and Dominion; and

WHEREAS, PWSD shall contract for and lead the design and construction activities on behalf of the Participants under terms reasonably acceptable in the Denver Metropolitan market and shall oversee all aspects of the related contracts (the "Design Contract" and "Construction Contract").

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participants agree as follows:

SECTION 1. MANAGEMENT / ADMINISTRATION

A. <u>Meetings of Participants</u>. The Participants shall meet as necessary to address items required under this Agreement and related to the design and construction of the Vault. Should any aspect of the design or any decision by the Participants relating to the design be judged by PWSD to have a detrimental financial, technical or operational impact on PWSD, then PWSD shall provide notice to the Participants objecting to the matter along with a detailed explanation of the basis for the objection, including any relevant information supporting the objection and any proposed alternatives acceptable to PWSD. If the Participants cannot resolve the objection to the satisfaction of PWSD within thirty (30) days of delivery of the objection, PWSD or any Participant may terminate this Agreement by providing written notice of such termination to each of the Participants within fifteen (15) days of expiration of the 30-day resolution period.

B. <u>Design and Construction</u>. PWSD shall contract for the design and construction activities under terms reasonably acceptable in the Denver Metropolitan market and shall oversee all aspects of the Design and Construction Contracts. The other Participants shall not be parties to the Design and Construction Contracts and shall have no liability thereunder. PWSD shall provide reports and documentation as may be reasonably requested by the Participants related to the design process and status of activities related thereto. Following the design, each Participant will be supplied with a complete set of the design documents and plans upon request. Prior to PWSD executing a Construction Contract, the Participants shall approve the total expenditure amount of the Construction Contract. If a Participant does not approve the total expenditure for the Construction Contract, it will have no rights to any use of the Vault and shall be subject to costs as set forth in Section 2, below.

SECTION 2. COSTS

- A. Allocation. The costs associated with the Vault design and construction shall be shared by the Participants on a pro rata basis as set forth in **Exhibit A**, which is attached hereto and incorporated herein. The costs in **Exhibit A** are estimates and shall be adjusted after the design is complete and again after the actual final design and construction costs have been incurred. PWSD is prohibited from incurring any costs in excess of those set forth in **Exhibit A**, as adjusted upon completion of the design, without unanimous consent of the Participants.
- B. <u>Remaining Funds</u>. If, upon termination of this Agreement, there are funds remaining, such funds shall be refunded to the Participants pro-rata based upon the amount of funds each Participant contributed.

SECTION 3. BILLING

Each Participant agrees to pay the amount set forth in **Exhibit A** to PWSD within forty-five (45) days of the date of the invoice following the execution of this Agreement. Failure of a Participant to pay the amounts due under this Agreement shall be a breach of this Agreement. Upon completion of the design, the amounts paid by each shall be adjusted based upon the final estimated costs. If additional costs are agreed upon, each Participant shall pay their share as agreed upon.

SECTION 4. REMEDIES

A. In the event any Participant alleges any other Participant is in breach or default of this Agreement, the non-defaulting party shall first notify the defaulting party, and other Participants 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, but in no

event shall the cure period exceed one hundred twenty (120) days. In the case of default for non-payment of amounts due, the defaulting party shall have seven (7) 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.

- B. All late payments shall be subject to a one-time late fee of 5% of the amount due.
- C. All amounts due but unpaid shall be subject to interest at 1.5% on the invoiced amount per month from the date that the payment was originally due.
- D. In the event of breach of any provision of this Agreement, in addition to contractual remedies, any party may seek from a court of competent jurisdiction temporary and/or permanent restraining orders, or orders of specific performance, to compel the other party to perform in accordance with the obligations set forth under this Agreement.
 - E. All remedies set forth in this Agreement shall be cumulative.
- F. Nothing in this Agreement shall be deemed to constitute a waiver of immunity granted to the Participants under Colorado law.

SECTION 5. WITHDRAWAL OF A PARTICIPANT

A Participant may withdraw from this Agreement upon ninety (90) days written notice to the other Participants. If, due to a Participant's withdrawal a redesign is necessary or changes to the construction are required, the withdrawing Participant shall pay the associated costs to accommodate the withdrawal. Except for the payments made per **Exhibit A** and the additional costs associated with the Participant's withdrawal, the withdrawing Participant shall have no further obligations or rights with respect to this Agreement. Additionally, no withdrawing Participant shall be refunded any amounts paid prior to the withdrawal pursuant to this Agreement.

SECTION 6. OWNERSHIP AND CAPACITY ALLOCATION

- A. PWSD shall be the sole owner of the Vault upon completion of construction and shall be responsible for its operation, maintenance, repair, and replacement, as necessary.
- B. PWSD hereby grants to Dominion and Castle Rock the right to capacity in the Vault as set forth in **Exhibit A**.

SECTION 7. MISCELLANEOUS

A. <u>Further Obligations</u>: This Agreement does not obligate the Participants to participate in any future agreements or any amendment of this Agreement. Performance under this Agreement confers the right to participate in construction, operation, and ownership of the Vault, in accordance with the ownership percentage and pro-rata share shown in **Exhibit A**, subject to future agreements or amendments to this Agreement.

- B. <u>Notices:</u> All notices, correspondence and other communications required or permitted by this Agreement shall be in writing and may be delivered by one of the following means:
 - 1) In person (by hand delivery or professional messenger service).
 - 2) By first class mail. Any such notice sent by mail shall be deemed to have been duly given and received three (3) business days after the same is mailed within the continental United States.
 - 3) By Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery. Notices delivered by overnight service shall be deemed to have been given one (1) business day after delivery of the same to the U.S. Postal Service or private courier.
 - 4) By facsimile transmission. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed given upon confirmation of transmission thereof.
 - 5) By e-mail. If any notice is transmitted by e-mail, the same shall be deemed given upon confirmation of receipt thereof.

All notices shall be addressed as set forth in **Exhibit B** or at other such addresses as the Participants may hereafter or from time to time designate by written notice to the other Participants.

- C. <u>Annual Appropriation</u>: All monetary obligations under this Agreement are subject to annual appropriation. This Agreement shall not be deemed to constitute a multi-fiscal year obligation or debt of any of the Participants.
- D. <u>Relationship of Participants</u>. This Agreement does not and shall not be construed as creating a relationship of joint ventures, partners, or employer-employee between the Participants.
- E. <u>Liability of Participants</u>. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon each Participant nor the breach thereof, nor the issuance and sale of any bonds by a Participant, shall constitute or create an indebtedness of the other Participants within the meaning of any Colorado constitutional provision or statutory limitation. No Participant shall have any obligation whatsoever to repay any debt or liability of the other Participant.
- F. <u>Assignment</u>. Neither this Agreement, nor any of a Participant's rights, obligations, duties or authority hereunder may be assigned in whole or in part by such Participant without the prior written consent of a majority in number of the other Participants. Any such attempt of assignment 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 consent to such subsequent assignment.
- G. <u>Modification</u>. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized by all of the Participants. No

consent of any third party shall be required for the negotiation and execution of any such agreement.

- H. <u>Waiver</u>. The waiver of a breach of any of the provisions of this Agreement by a Participant shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
- I. <u>Integration</u>. This Agreement contains the entire agreement between the Participants and no statement, promise or inducement made by a Participant or the agent of a Participant that is not contained in this Agreement shall be valid or binding.
- J. <u>Severability</u>. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.
- K. <u>Headings for Convenience Only</u>. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. <u>No Third Party Beneficiaries</u>. There are no express or implied third-party beneficiaries of this Agreement. No third party has any right to enforce this Agreement.
- M. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which, when combined, shall be deemed to be an original. Facsimile or scanned signatures shall be an acceptable form of execution of this Agreement.

[SIGNATURE PAGE(S) TO FOLLOW]

APPROVED by the Participants effective as of the date first set forth above.

	DOMINION WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, acting by and in its capacity as a water activity enterprise pursuant to Article 45.1, Title 37, C.R.S. BY:
PARKER WATER AND SANITATION DISTRICT	
BY:Ron R. Redd, P.E., Manager	
ATTEST:	TOWN OF CASTLE ROCK, a municipal corporation and political subdivision of the State of Colorado, acting by and through the 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

METERING VAULT ESTIMATED COSTS AND CAPACITY ALLOCATION

- 1. The estimated capacity of the Vault shall be 25.2 MGD.
- 2. The total estimated costs are Six Hundred Fifty-Eight Thousand Dollars (\$658,000.00), which are comprised of an estimated amount of Fifty Thousand Dollars (\$50,000.00) for design costs and an estimated amount of Six Hundred Eight Thousand Dollars (\$608,000.00) for construction costs.
- 3. The costs and capacity shall be allocated as follows

Castle Rock: 21/25.2 (83.33%)

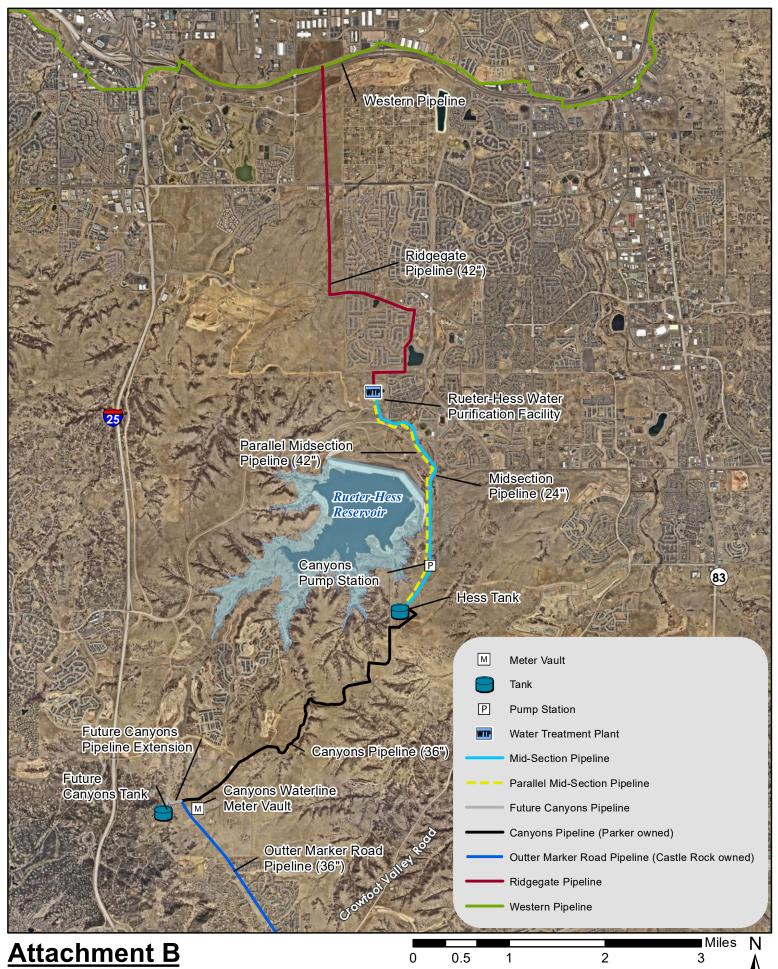
Dominion: 4.2/25.2 (16.67%)

EXHIBIT B

METERING VAULT

CONTACT INFORMATION FOR PARTICIPANTS

Castle Rock Water	Dominion Water & Sanitation District
175 Kellogg Court	1805 Shea Center Drive, Suite 210
Castle Rock, CO 80109	Highlands Ranch, CO 80129
Attn: Mark Marlowe	Attn:
Facsimile: 303-688-0437	Facsimile: 303-232-9088
E-mail: mmarlowe@crgov.com	E-mail: @sterlingranchcolorado.com
With a copy to:	
Town of Castle Rock	
100 N. Wilcox Street	
Castle Rock, CO 80104	
Attn: Michael J. Hyman, Town Attorney	
Facsimile: 303-660-1024	
E-mail: mhyman@crgov.org	
Parker Water and Sanitation District	
18100 E. Woodman Drive	
Parker, CO 80134	
Attn: Ron Redd	
Facsimile: (303) 901-0175	
E-mail: rredd@pwsd.org	



Attachment B
Project Location Map
Date: 7/14/2022

1 inch = 5,280 feet



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 16. File #: RES 2022-089

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

> Roy Gallea, P.E., Engineering Manager Matthew Hayes, CIP Project Manager

Resolution Approving a Construction Contract with Reynolds Construction, LLC, for the Tank **18 Blue Zone Transmission Project** [Pleasant View Drive]

Executive Summary

Castle Rock Water is seeking Town Council approval of a resolution (Attachment A) approving a construction contract (Exhibit 1) in the amount of \$4,081,473 with Reynolds Construction, LLC (Reynolds) along with \$ 408,147 (10%) staff-managed contingency, for a total authorization of \$ 4,489,620 to complete construction of the Tank 18 Blue Zone Transmission Project.

The Tank 18 Blue Zone Transmission Project is located along Pleasant View Drive between the Cobblestone Ranch and Terrain subdivisions (*Attachment B*). This project will provide a direct fill line into the tank from the water main currently feeding water to Cobblestone Ranch and will serve as the main source of water to the subdivision. This main will provide water turnover in Tank 18, which will help to maintain water quality in the tank.

Notification and Outreach Efforts

Preliminary project information is currently published on the Town's website and will be updated periodically throughout construction. Project information letters were mailed to adjacent neighborhood residents in unincorporated Douglas County in December 2021. Staff have corresponded directly with some residents of unincorporated Douglas County regarding project inquiries.

The new water main is located within Douglas County Right of Way. The project was reviewed by the County as part of their Location and Extent (L&E) process. Part of that process includes notifying adjacent property owners about the project and allowing them to comment on the project.

Item #: 16. File #: RES 2022-089

<u>History of Past Town Council, Boards & Commissions, or Other Discussions</u>

On December 1, 2021 Castle Rock Water Commission was briefed on Water Tank 18 history and anticipated schedule for rebidding construction.

On February 23, 2022 Castle Rock Water Commission voted unanimously to recommend award of a construction contract in the amount of \$4,386,765 with DN Tanks along with authorization of \$438,700 in staff-managed contingency to complete construction of Cobblestone Ranch 2 MG Water Storage Tank 18.

On March 15, 2022 Castle Rock Town Council voted unanimously to approve a construction contract in the amount of \$4,386,765 with DN Tanks along with authorization of \$438,700 in staff-managed contingency to complete construction of Cobblestone Ranch 2 MG Water Storage Tank 18.

On April 4, 2022 Douglas County Planning Commission voted unanimously to approve the Location and Extent application for the Tank 18 Blue Zone Transmission Project.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on July 27, 2022, and the Castle Rock Water Commission voted 6 to 0 to recommend Town Council approve the Resolution as presented.

Discussion

The Cobblestone Ranch Development on the far northeastern edge of Town is zoned for 1,245 single -family equivalents (SFEs). In accordance with the Development Agreement (DA), the Town, "in order to fully integrate the water system constructed by the Owner with the Town's municipal water system," intended to construct a storage tank and related infrastructure to serve the property at full buildout. The tank project was to be financed and constructed by the Town by reliance on the Owner to purchase water system development fees. The DA further stipulated that should the Town determine that equivalent water services may be provided in lieu of development of the Water Tank the Town could apply revenues received to construct such alternate infrastructure.

Water system development fees are currently \$5,700 per SFE. The development is rapidly approaching construction build-out of the 1,245 zoned SFE's which means water system tap fees collected have fully funded the new tank. The area is currently served by a single 16-inch pipeline from the Castle Oaks area (See *Attachment B*), with stored water from two existing red zone tanks. The water is fed down into the area through a series of pressure-reducing valves (PRVs) that reduce the red zone supply pressure down to blue zone pressure and then to yellow zone pressure to service the area. The two red zone tanks have a combined operational storage volume of 5.1 million gallons and have sufficient existing storage capacity to meet the operational storage needs of Cobblestone Ranch. However, the storage from these tanks is delivered to the development by a single 16-inch pipeline. The single feed connection through multiple pressure zones is the primary reason a storage tank is needed.

In 2007, one of the PRVs serving the area failed and the resultant high pressure caused a rupture in

Item #: 16. File #: RES 2022-089

the pipeline. This resulted in a temporary loss of water service for the entire development. Subsequently, Castle Rock Water installed pressure relief devices on the PRVs so that in the case of a high-pressure event, the PRVs would divert water to relieve downstream pressure. Staff also completed an emergency interconnect waterline to the Pinery Water and Wastewater District system. This provided an immediate interim solution for a second source of water in an emergency.

The long-term solution to a secondary supply of water is a storage tank serving the development. An advantage of a storage tank in the area is that the tank can act as a "damper" in high-pressure events to mitigate pipeline rupture risks and provide an immediate supply for fire protection. Shortly after the high-pressure pipeline event, staff started planning the Tank 18 project.

The Tank 18 Blue Zone Transmission pipeline was identified in the Water Master Plan 2017 Update. This project will supply blue zone water up to the new Tank 18, which is a yellow zone tank. The flow of water into the tank will be controlled with an automated altitude valve. This will allow the flow of water through the tank, minimizing the water age within the tank. One of the Colorado Department of Public Health and Environment's questions about the tank project was how the Town planned on minimizing the water age in the tank.

As of 2022, a significant portion of Cobblestone Ranch has been built out which has increased water demand from the area. Sufficient funding has been collected from tap fees and redundant supply from the tank is now needed to mitigate risk from the single waterline serving the development. The Tank 18 Blue Zone Transmission Project was designed by CR Water staff. The invitation to bid documents were sent to seven qualified contractors. Contractors are pre-qualified for projects annually through a request for qualifications that are advertised on BidNet. Bids were received from two contractors, as summarized in the table below. The Engineer's estimate was \$2,900,000. The low bid was received from Reynolds and is considered a responsive bid.

Company	Bid
Reynolds	\$4,081,473
ESI	\$4,383,830
Global	No Bid
Redline	No Bid
53 Corp.	No Bid
Garney	No Bid

Budget Impact

Funding for this project will come from the 2022 budget as shown below.

Project	Account Number	J	This Authorization
Liberty Village Yellow Zn	210-4275-442.75-89	\$	\$ \$

Item #: 16. File #: RES 2022-089

The Liberty Village Yellow Zone Account has \$949,847 available in the budget. The current budget shortfall of \$3,539,773 will be allocated by third quarter budget amendment to cover this allocation.

Staff Recommendation

Staff requests Council approval of a construction contract in the amount of \$4,081,473 with Reynolds Construction, LLC, along with a contingency of \$408,147 resulting in a total project authorization of \$4,489,620 for the Tank 18 Blue Zone Transmission 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

Resolution Attachment A: Exhibit 1: Contract

Attachment B: Site Location Map

RESOLUTION NO. 2022-

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH REYNOLDS CONSTRUCTION, LLC, FOR THE TANK 18 BLUE ZONE TRANSMISSION PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has solicited bids for the Tank 18 Blue Zone Transmission Project (the "Project"); and

WHEREAS, the Project selection team has determined Reynolds Construction, LLC, (the "Contractor") is best qualified to perform work for the Project; and

WHEREAS, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide work for the Project.

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

- **Section 1.** <u>Approval</u>. The Construction Contract between the Town and Contractor is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 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 from account no. 210-4275-442.75-89 in an amount not to exceed \$4,081,473.00, plus a Town-managed contingency in the amount of \$408,147.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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 Castle Rock Water			



TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT

(Tank 18 Blue Zone Transmission)

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 **REYNOLDS CONSTRUCTION LLC**, a Delaware corporation, 1775 East 69th Avenue, Denver, Colorado 80229 ("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 Work described in the Contract.

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. Town of Castle Rock Construction Contract General Conditions
- 5. Where applicable, Davis-Bacon Act Wage Determinations
- 6. The following Addenda, if any:

Number	Date
Addenda 1	July 8, 2022
Addenda 2	July 11, 2022
Addenda 3	July 13, 2022

- 7. Special Conditions of the Contract: N/A
- 8. The following Specifications: N/A
- 9. The following Drawings/Reports:
 - Tank 18 Blue Zone Transmission Pipeline Plans
 - Altitude Valve Vault Electrical Package
 - Ground Engineering Geotechnical Subsurface Exploration Program Tank 18 Blue Zone Transmission Pipeline Bedrock Depth Evaluation
- 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;
- 17. Performance Guarantee; and
- 18. 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 \$4,081,473.00 ("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 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days from the date of the Notice to Proceed, and must complete work within 170 calendar days from and including the date of Notice to Proceed, 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: <u>Legal@crgov.com</u>

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 2**.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend 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; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. 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 the Contractor and the Town are adequately protected by public liability and property damage insurance.

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. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. 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 Gener modified within a Contract Document.	ral Conditions apply to the entire Contract unless
Executed this day of	
ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Jason Gray, Mayor
APPROVED AS TO FORM:	
Michael J. Hyman, Town Attorney	
CONTRACTOR:	
REYNOLDS CONSTRUCTION LLC	
By:	
Title:	



EXHIBIT 1

CONTRACTOR'S BID

BID PROPOSAL

PROJECT: Tank 18 Blue Zone Transmis	sion Pipeline Project
In compliance with your Invitation to Bid, Reynolds Construction, LLC	and subject to all conditions thereof, the undersigned:
a Corporation incorporated in the State of	elaware
-or- <u>N/A</u>	, a partnership, / limited partnership, (select
NI/A	, whose general partner(s) is/are
N	/A
N	/A
-OR-	
a sole proprietor, whose trade name is N/A	
attached Bid Schedule lists the various divisi Specifications, together with an estimate of t item, using the cost inserted in the unit colum	ate of N/A, offers this Bid ed at the prices shown on the following Bid Schedule. (The ions of construction contemplated in the Plans and the units of each. With these units as the basis, extend each ann. Any total cost found inconsistent with the unit cost when or and corrected to agree with the unit cost. Alternate Bids

- 2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.
- 3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.
- 4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:
- 5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of forty-five (45) days.
- 6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.
- 7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8.	The undersigned Bidder her	by acknowledges receipt of addenda numbers	1	through	2
----	----------------------------	--	---	---------	---

Addenda No	1	Date	7/8/22
Addenda No	2	Date	7/11/22
Addenda No	3	Date	7/13/22
Addenda No.		Date	/./
Addenda No.		Date	
Addenda No.		Date	

RETURN BID TO:

This proposal is submitted by:

TOWN OF CASTLE ROCK CASTLE ROCK WATER

175 Kellogg Court Castle Rock, CO 80109 Attn: Matthew Hayes

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)

9. The undersigned agrees to hold firm the Bid for forty-five (45) days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

ADDRESS: 1775 E. 69th Avenue, Denver, CO 80229

Attest:

SECRETARY: (if corporation)

BY: CONSTRUCTION

TITLE: Executive Vice President O CORPORATE

DATE: 7/12/22 X SEAL

BID SCHEDULE

1. BASE BID - Bell Mountain Water Connection

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	24,373	24,373-
2	Pothole tie-in	1	EA	2,900	2,900-
3	Tie-in at Tank	1	EA	20,000	2,900-
4	Tie-in at Castle Oaks	1	EA	15,000-	15,000
5	Install 16" pipe	8200	LF	265-	2,173,000-
6	ARV	10	EA	24,000 -	240,000
7	Gate Valves	8	EA	18,000-	144,000 -
8	Hydrant	9	EA		144,000
9	Altitude Valve Vault	1	LS	305,000	305,000
10	Depression no shown on plans	1	EA	14,000	14,000
11	Testing	1	LS	25,000	14,000 - 25,000 -
12	Sample Station	1	EA	19,000-	19,000-
13	Temporary Blow-off	2	EA	7,000 -	14,000
14	Road repair	1	LS	115,000	115,000
15	Traffic control	1	LS	21,000	21,000
16	Dewatering	1	LS	7,000	7,000-
17	Rock Excavation	5000	CY	(3)	655,000-
18	TESC	1	LS	94,000	94,000-
19	ELECTRICAL & SCADA	1	LS	44,000	44,000 -
20	6" Thick Asphalt	65	SY	80-	5,200 -

FOUR MUNION - 616-174 DWB THOUSAND - FOUR HUNDEDS

Total Base Bid in Words (Items 1-20)

SONEWAY THREE ADMARS of MOLENTS. \$4,081,473
Total Base Bid

BIDDER'S OFFICIALS DATA

Bidder's name Reynolds Construction, LLC

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.)

,	•
Name _Jeff Reynolds	
	EIN
Town, State, Zip Port Orange, Florida	×
Other companies with whom this pe	rson has been affiliated in last 10 years
Please refer to attached Officers-Previous	Affiliated Companies Last 10 Years.
Has that company ever been disbard government? No	red or suspended from participation in the award of contracts with a
Name Les Archer	
Title President	EIN
Home address	
1.007	
	rson has been affiliated in last 10 years
Please refer to attached Officers-Previous	
Has that company ever been disbard government? No	red or suspended from participation in the award of contracts with a
Name Kevin Strott	
Title Executive Vice President	EIN
Home address	
Town, State, Zip Castle Rock, Colorado)
	rson has been affiliated in last 10 years
Please refer to attached Officers-Previous A	ffiliated Companies Last 10 Years.
Has that company ever been disbard government? No	red or suspended from participation in the award of contracts with a
Name Kevin Shemwell	
Title Executive Vice President	EIN
Home address	NO
Town, State, Zip Waleska, Georgia	
Other companies with whom this pe	rson has been affiliated in last 10 years Please refer to attached Officers- Companies Last 10 Years.
Has that company ever been disbar	red or suspended from participation in the award of contracts with a
government? No	

BIDDER'S OFFICIALS DATA

Bidder's name Reynolds Construction, LLC For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.) Name Elizabeth L. Smith Title Executive Vice President EIN Home address ___ Town, State, Zip Orleans, Indiana Other companies with whom this person has been affiliated in last 10 years _____ Please refer to attached Officers-Previos Affiliated Companies Last 10 Years Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____ EIN____ Home address _____ Town, State, Zip Other companies with whom this person has been affiliated in last 10 years Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____ Title ______ EIN ____ Home address Town, State, Zip Other companies with whom this person has been affiliated in last 10 years _____ Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____ Title ______ EIN _____ Home address _____ Town, State, Zip _____ Other companies with whom this person has been affiliated in last 10 years Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

Officers-Previous Affiliated Companies Last 10 Years

Officers-Previous Affiliated Companies Last 10 Years						
First Name MI Last	First Name MI Last Company Position with Company Da					
Jeff J. Reynolds	Reynolds Construction, LLC	Director	May 2017- Present			
	Layne Christensen Co.	COO	Feb 2011- Jan 2013			
	Layne Christensen Co.	Executive Vice President	Feb 2010- Jan 2011			
	Reynolds, Inc.	President	2001-Jan 2010*			
	Reynolds, Inc.	Vice President	1982-2001			
Les F. Archer, PE DBIA	Reynolds Construction, LLC	President	May 2017- Present			
	Layne Heavy Civil, Inc.	President	May 2014- April 2017*			
	Layne Heavy Civil, Inc.	Vice President	May 2012- April 2014*			
	Reynolds, Inc.	Vice President	2000- April 2012*			
Kevin F. Strott	Reynolds Construction, LLC	Executive Vice President	Oct 2018- Present			
	Reynolds Construction, LLC	Vice President	May 2017-Sept 2018			
	Layne Heavy Civil, Inc.	Vice President	July 2015- April 2017*			
	Layne Heavy Civil, Inc.	District Manager	May 2012-June 2015*			
	Reynolds, Inc.	District Manager	2010- April 2012*			
	Reynolds, Inc.	Project Manager	2000-2010*			
Kevin D. Shemwell	Reynolds Construction, LLC	Executive Vice President	Oct 2018- Present			
	Reynolds Construction, LLC	Vice President	May 2017- Sept 2018			
	Layne Heavy Civil, Inc.	Vice President	Oct 2014- April 2017*			
	Layne Heavy Civil, Inc.	District Manager	May 2012- Sept 2014*			
	Reynolds, Inc.	Project Manager	Oct 2008-April 2012*			
M. Paul Burton, DBIA	Reynolds Construction, LLC	Executive Vice President	Oct 2018- Present			
	Reynolds Construction, LLC	Vice President	May 2017- Sept 2018			
	Layne Heavy Civil, Inc.	Vice President	Oct 2014- April 2017*			
	Layne Heavy Civil, Inc.	Division Manager	May 2012- Sept 2014*			
	Reynolds, Inc.	Project Manager	2000-April 2012*			
	Reynolds, Inc.	Estimator	1998-2000			
	Reynolds, Inc.	Foreman	1994-1998			
	Reynolds, Inc.	Laborer /Operator	1984-1994			
Elizabeth L. Smith	Reynolds Construction, LLC	Executive Vice President	Oct 2018- Present			
	Reynolds Construction, LLC	Vice Pres. & Secretary	May 2017- Sept 2018			
	Layne Heavy Civil, Inc.	Controller	May 2012- April 2017*			
	Reynolds, Inc.	Controller	1997- April 2012*			
	Reynolds, Inc.	Assistant Controller	1995- 1997			
	Reynolds, Inc.	Accountant	1993-1995			

^{*}Reynolds, Inc merged with Layne Christensen Company in 2005, but continued operating as Reynolds, Inc until May 2012 and then assumed the name Layne Heavy Civil, Inc.



BID BOND

Reynolds Construction, LLC, 1775	East 69th Avenue, Denver, CO 80229	200
	nd address or legal title of the Contractor) as Principal,	
and, Travelers Casualty and Surety C		-
	insert the legal title of the Surety)	
as Surety, a corporation organized un		and
One Tower Square, Hartford	State of Colorado, with a general office at	
	tle Rock, Colorado, (Town) as Obligee, in the amount of	
Five Percent (5%) of the Amount Bid		DOLLARS
	ment of which amount the Contractor and Surety bind then	
	successors, and assigns, jointly and severally. The Princip	
submitted the accompanying Bid date	d July 13 , 20 22 , for construc	
Tank 18 Blue Zone Transmission	Pipeline	_ Project.
Guaranty, of at least five percent of the execute the Agreement for Construction	receiving the Bid, that the Principal deposit with the Town are amount of the Bid, conditioned so that if the Principal fails on Contract, and furnish the required Bonds if the Principal e paid immediately to the Town, as liquidated damages and erform.	s to Is
Town according to the Bid, as accepted Payment Bond with good and sufficient faithful performance and proper fulfilln	eriod, executes the Agreement for Construction Contract wired, and furnishes a Performance Bond and a Labor and Mant Surety or Sureties, upon the forms prescribed by the Townent of the Contract, or pays to the Town the proper amount on shall be null and void; otherwise it shall be him, in full for on STRUCTURE.	aterial vn for the nt of
Executed this 13th day of Jul	y , 2022.	
WITNESS	PRINCIPAL Reynolds Construction LLC By its President	TAI
WITNESS Elizabeth Dawson	SURETY Travelers Casualty and Sungty Company of	America
	TITLE // A	
	BY: William A. Kantlehner, III	
	no ymorriso in radio	
, William A. Kantlehner, III	, certify that I a	am the
Attorney-in-Fact	(title) of the Corporation named as Surety; that	
thon	, who signed the bond on behalf of the Principa	l, was
and the signature thereto is genuine:	(title) of the Corporation; that I know his or her and that the bond was duly signed, sealed, and attested to	signature,
on behalf of the Corporation by author	rity of this governing body.	ior and
(CORPORATE SEAL)	Signed: Market	
	Title: William A. Kantlehner, III, Attorney-in-Fact	



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William A. Kantlehner III of LOUISVILLE , Kentucky , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



By:

Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of July







. 2022

Kevin E. Hughes, Assistant Secretary

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of)		
County of	ss)		
	Kevin F. Strott		, Being duly sworn deposes and says that:
(Ir	nsert name)		
	Executive Vice President submitted the attached Bid;	_ <i>(Title)</i> of	Reynolds Construction, LLC ,
2. He/She is fully circumstances res		ration and co	ntent of the attached Bid and of all pertinent
3. Such Bid is ger	uine and is not a collusive or s	sham Bid:	
parties in interest, indirectly with any a collusive or shan to refrain from bidd agreement, collusion overhead, profit or any collusion, cons	including this affiant, has in an other Bidder, subcontractor, man Bid in connection with the Colling in connection with such Coon, communication or conferer cost element of the Bid price of	y way collude lechanic, mat ontract for wh ontract, or ha nce in the atte or the Bid prid agreement	, agents, representatives, employees or ed, conspired, connived or agreed, directly or terialman, suppliers, firm or person to submit nich the attached Bid has been submitted, or as in any manner, directly or indirectly, sought ached Bid or any other Bidder, or to fix any ce of any other Bidder, or to secure through any advantage against the Town of Castle
conspiracy, conniv	ance or unlawful agreement of wners, employees or parties in	n the part of t	proper and are not tainted by any collusion, the Bidder or any of its agents, ocontractor, mechanic, materialman,
CONTRACTOR: _	Reynolds Construction, LLC	_ BY;	W STORY OF THE STO
ADDRESS: 1775 E	69th Avenue, Denver, CO 80229	_ TITL	LE: Executive Vice President Z
Attest:			SEAL 6
SECRETARY: (if	corporation)	_ DA1	1, OFI MARE IN
(SEAL)	Y		W. CLAWAII
REYNOL	CONSTRUCTION SEAL SEAL		

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: RALTH WARTINES	
Address: 7255 IMUHOE St., commercit CAT,	60.
Proposed work and percentage of total work to be assigned:	
	Percentage 3.4%
Firm Name: GRASMICK EVECTPUS	
Firm Name: GRAGNICK EVECTPUC Address: 525 GIUBERT ST., COSTUB ROCK / Co.	
Proposed work and percentage of total work to be assigned:	
	Percentage <u>2-</u> ≤_%
Firm Name: EWR ENTERPRISES	
Address: RO. BOX 338, BWNETT, Co. Proposed work and percentage of total work to be assigned: EROSION CONT	
Proposed work and percentage of total work to be assigned: EROSION CONT	TROL/SUBSING
	Percentage 1,5 %
Firm Name: WORK TONE TRAFFIC CONTROL	
Address: 5/5 N. CHESTER NUE., PUEBLO, CO.	
Proposed work and percentage of total work to be assigned:	Thos
Firm Name:	
Address:	
Proposed work and percentage of total work to be assigned:	
Firm Name:	
Address:	
Proposed work and percentage of total work to be assigned:	
	Percentage%
T-4-	I Dovoontore
Tota	I Percentage%

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Reynolds Construction, LLC

is an entity formed or registered under the law of Delaware . has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161628336.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/08/2022 that have been posted, and by documents delivered to this office electronically through 07/12/2022 @ 11:01:07.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/12/2022 @ 11:01:07 in accordance with applicable law. This certificate is assigned Confirmation Number 14154807



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click

"Businesses, trademarks, trade names" and select "Frequently Asked Questions."

CERTIFICATE

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of March 17, 2022; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

Now, THEREFORE, BE IT RESOLVED, that effective as of March 17, 2022, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$20,000,000
Executive Vice President	\$10,000,000
Vice President	\$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Executive Vice President	
Vice President	\$1,000,000
Group Manager	\$500,000
Project Manager	\$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed \$1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of March 17, 2022; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds Leslie F. Archer Kevin F. Strott Kevin D. Shemwell	 Director President Executive Vice President Executive Vice President 	Scott E. Huber Timothy C. Wiley Joshua R. Vondersaar Eduardo Medina	 Vice President Vice President Vice President Vice President
Michael P. Burton	Executive Vice President Executive Vice President	Jeanie M. Lucas	 Assistant Secretary
Elizabeth L Smith	- Executive Vice President	David G. Schrettner	Assistant Secretary
John R. Chase	and Secretary — Vice President	Wendy C. Scudder Jon D. Kinney	— Assistant Secretary— Assistant Secretary
William R. Ryon	Vice President Vice President	Ira J. Davis	 Assistant Secretary Assistant Secretary
Randolph E. Tummers	Vice PresidentVice President	Stephanie A. Keffer	 Assistant Secretary
Adam K. Ralph	 Vice President 	Patricia J. Tellez	 Assistant Secretary
Jeffrey P. Berning	 Vice President 		

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Delaware, LLC	Reynolds Southwest, LLC
Reynolds Construction of Florida, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Indiana, LLC	Reynolds Lone Star Construction, LLC
Reynolds Construction LLC of Louisiana	Reynolds Construction of Washington, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Construction of West Virginia, LLC
Reynolds Construction of Missouri, LLC	

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 17th day of March, 2022.

Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC 6225 N County Road 75 E Orleans, IN 47452



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, ______, an authorized representative of **REYNOLDS CONSTRUCTION LLC**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be
 employed as an independent contractor of the Town of Castle Rock (the "Town") for
 purposes of performing the work or services which are the subject of the Agreement. I
 understand and confirm that the Town reasonably relied on this intention in entering into
 the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.
- I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

CONTRACTOR/CONSULTANT/VENDOR

REYNOLDS CONSTRUCTION By:			
Name			
STATE OF COLORADO)		
) ss.		
COUNTY OF)		
The foregoing instrumer 20 by Contractor/Consultant/Vendor. Witness my official hand My commission expires:	as _	lged before me this of	
		Notary Public	





Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 17. File #: RES 2022-090

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Shawn Griffith, Operation Manager

Resolution Approving an Equipment and Services Acquisition Agreement with Techneaux Technology Services, LLC for the SCADA Founders Water Treatment Plant and Remote Site Upgrades Project [Entire Castle Rock Water Service Area]

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution (*Attachment A*) approving a services agreement with Techneaux Technology Services LLC, for the CRW Supervisory Control and Data Acquisition (SCADA) Founders Water Treatment Plant (WTP) and Remote Site Upgrades Project. This capital improvement was identified through the SCADA Master Plan (MP), adopted in December of 2019 by Council Resolution No. 2019-131. The cost for this work is \$1,846,748, plus a 5% Town managed contingency of \$92,338, for a total authorization request of \$1,939,086.

Through a competitive request for proposal (RFP) process, bids were received on July 18, 2022, and Techneaux Technology Services LLC (Techneaux) was selected by CRW staff as the recommended consultant to complete these proposed system upgrades. The existing system is antiquated with components in service for up to 30 years. The scope of work for this project shall include, but not be limited to, replacement of the hardware and wiring for the existing control system at the Founders Water Treatment Plant (Founders), and various well and remote sites. This project will bring the system into compliance with modern cybersecurity and equipment standards and improve operator efficiencies, as recommended by our 2019 SCADA Master Plan.

Once awarded, it will take approximately 24 months to fully implement. The timing fits into CRW's operations by allowing the majority of the work to be completed during the low demand season and the goal is to complete this by April 2024.

Notification and Outreach Efforts

This project is security sensitive and no public outreach is planned. Work will be performed at remote CRW sites and will be done out of the public eye.

Item #: 17. File #: RES 2022-090

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

Castle Rock Water Commission was provided with a presentation on the SCADA Master Plan on December 11, 2019, and voted to recommend Council approval. Town Council adopted the 2019 SCADA Master Plan Update on December 17, 2019.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on July 27, 2022, and the Castle Rock Water Commission voted 6 to 0 to recommend Town Council approve the Resolution as presented.

Discussion

In 2019, an updated SCADA Master Plan was completed and subsequently adopted by Town Council. Capital improvements identified in this plan included approximately \$12M in improvements to be completed over a five- to seven-year period. Implementation of the SCADA Master Plan is on schedule and within budget so far. Several improvements were completed in 2020 including establishing updated standards for SCADA hardware and software, and completing a hazards assessment for cybersecurity. In 2021, additional cybersecurity upgrades have been completed including isolating the SCADA network from the Town's business network. The Telemetry and Radio Backhaul Network project is scheduled to be completed in the Summer of 2022. Master Plan implementation expenditures to date total \$1,527,189. The next planned improvements are to complete the Founders WTP and Remote Site upgrades. The budgeted amount for the 2022 SCADA System Improvements is \$2,293,356.

CRW uses SCADA to monitor and control all processes in the water treatment plants and their remote sites. This current project will upgrade the hardware in the Founders WTP, it's five surrounding well sites, as well as four water reservoirs and three pump stations. This project will replace the hardware and wiring for the existing control system at these sites as well as the construction of a control room inside the Founders WTP. The contractor will also be required to test all of the installed hardware, instrumentation and wiring. Due to supply chain issues CRW has purchased and will be providing additional hardware, such as Programmable Logic Controllers (PLCs), power supplies, input and output (I/O) cards, racks, human machine interfaces (HMIs) and network switches, for the contractor to install.

A more robust operational system will address deficiencies within the existing system and bring the system into compliance with modern cybersecurity and equipment safety standards. It also will reduce network failure risk due to aging equipment, reduce costs of support by utilizing current, nonobsolete hardware and software, improve operator efficiency by standardizing equipment and procedures, and properly manage risk and resilience associated with process automation.

The SCADA system is a separate and segregated system and is a stand-alone process by which many CRW assets are controlled remotely. For security reasons the CRW team selected, interviewed, and vetted contractors and then invited five to bid on the Founders WTP and Remote Site Upgrades RFP. Below are the results of the bid process:

Item #: 17. File #: RES 2022-090

Consulting Firm	Total Cost
Precision Electric	\$850,862
Techneaux	\$1,846748
Tetra Tech	Declined to Bid
Weifield Group	Declined to Bid
Wunderlich Malec	\$1,900,107

Techneaux was selected based on the qualifications that were submitted, the completeness of fulfilling the scope of work, and the project costs that were submitted. Staff has chosen Techneaux's proposal, which met the SCADA scope of work.

Techneaux will be required to perform testing on all installed hardware and wiring, to ensure that all locations are able to communicate and operate properly. The contractor will also need to research, prepare and submit to the appropriate agency any and all necessary permits for project completion. All work will be completed within a 24-month period beginning in October 2022 and will conclude by October 2024.

Budget Impact

During the budget process of 2020, the funding for the Founders WTP and Remote Site Upgrades were identified and planned for implementation in 2022. These funds will be taken from Water SCADA System Improvement account, as follows:

Fund Name	Account	Cost	5%	Total Cost	2022 Balance
	Number		Contingency		
SCADA	210-4275-	\$1,846,748	\$92,338	\$1,939,086	\$2,293,356
System	442.75-41				
Improvements					
Total Aut	horization R	equest		\$1,939,086	

Staff Recommendation

Staff recommends Town Council approval of a Resolution approving a services agreement between the Town and Techneaux for the Founders WTP and Remote Site Upgrades Project in the amount of \$1,846,748, plus a 5% Town managed contingency, for a total authorization request of \$1,939,086.

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).

Item #: 17. File #: RES 2022-090

"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: Contract

RESOLUTION NO. 2022-

A RESOLUTION APPROVING AN EQUIPMENT AND SERVICES ACQUISITION AGREEMENT WITH TECHNEAUX TECHNOLOGY SERVICES, LLC FOR THE SCADA FOUNDERS WATER TREATMENT PLANT AND REMOTE SITE UPGRADES PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has solicited proposals for water treatment plant and remote site services for the SCADA Founders Water Treatment Plant and Remote Site Upgrades Project (the "Project"); and

WHEREAS, the Project selection team has determined Techneaux Technology Services, LLC, (the "Contractor") is best qualified to perform work for the Project; and

WHEREAS, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide work for the Project.

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

- **Section 1. Approval**. The Equipment and Services Acquisition Agreement between the Town and Contractor is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 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 from account no. 210-4275-442.75-41 in an amount not to exceed \$1,846,748.00, plus a Town-managed contingency in the amount of \$92,338.00, unless otherwise authorized in writing by the Town.

, , , , , , , , , , , , , , , , , , ,	DPTED this day of, 2022 by the Town ado, on first and final reading, by a vote of for and		
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 EQUIPMENT AND SERVICES ACQUISITION AGREEMENT (SCADA Founders Water Treatment Plant and Remote Site Upgrades)

DATE:			

PARTIES:

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

TECHNEAUX TECHNOLOGY SERVICES LLC, a Louisiana limited liability company, 8670 Wolff Ct., Suite 160, Westminster, Colorado 80031 ("Contractor").

RECITALS:

- A. The Town issued a Request for Quotes/Proposals/Bids from qualified contractors with expertise in water treatment plant and remote site services.
- B. Contractor timely submitted its Quotes/Proposals/Bids.
- C. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

- **Section 1.** Scope of Services. Contractor shall perform all of the services and provide all materials as set forth on *Exhibit 1* ("Work"). Contractor shall complete the Work consistent with standards and practices of the profession.
- Section 2. <u>Total Obligation</u>. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed \$1,846,748.00, unless authorized in writing by the Town.
- Section 3. Payment. Contractor shall invoice Town upon completion of the Work. Town may withhold payment in whole, or in part for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of Section 6, below. Town shall remit payment, whether whole or in part within 15 days receipt of such invoice.
- Section 4. <u>Completion.</u> Contractor understands time is of the essence in this Agreement. Contractor shall commence the Work on or about September 1, 2022 and complete the Work not later than April 30, 2024. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.



Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

- **Section 5.** <u>Subcontractors.</u> Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.
- Section 6. <u>Inspection and Warranty</u>. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Contractor expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

- Section 7. Risk of Loss. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.
- **Section 8.** Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.
- **Section 9.** Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.



- **Section 10.** Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.
- **Section 11.** <u>Insurance.</u> 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 an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, 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 Consultant. 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 Consultant 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 2* 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.
- **Section 12.** Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 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 13.** <u>Indemnification.</u> 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 14.** <u>Delays.</u> 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 15.** <u>Additional Documents.</u> The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
- Section 16. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by 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 17.** <u>Time of the Essence.</u> 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 18.** <u>Default and Remedies</u>. 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 19.** <u>Waiver.</u> 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 20. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.
- Section 21. <u>Independent Contractor.</u> Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, 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 22. 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.

Section 23. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	Approved as to content:
Michael J. Hyman, Town Attorney	Mark Marlowe, Director of Castle Rock Water
CONTRACTOR:	
TECHNEAUX TECHNOLOGY SERVI	CES LLC
By:	
Its:	



EXHIBIT 1

SCOPE OF WORK AND FEE SCHEDULE

Detailed Scope of Work RFP NO. 2022-07

CASTLE ROCK WATER FOUNDERS WATER TREATMENT PLANT AND REMOTE SITES UPGRADE

General Information

- Note: Pump stations will require extra time, allowing for temporary control connections to keep the station running, while overhaul is being done. This will be done in coordination with SCADA. This will ensure that all conduit will be reworked safely and control wires replaced.
- All conduit and cable tray locations, must be approved by Castle Rock Water (CR Water), before being installed.
- All panel locations need field approval by CR Water.
- All sealtight will be limited to 6 feet unless approved by CR Water.
- All temporary connections/solutions must be reviewed and approved by CR Water.
- Wire colors for controls match Control Prints, with the exception of grey lines that are white wires, due to drawing/printing limitations Analog wire colors are listed on prints.
- Detailed testing procedures shall be provided by CR Water as part of this project. Contractor will Documenting the following:
 - Test date
 - Test conducting staff
 - o Test procedure used
 - Staff test approval signature is the contractor's responsibility
- All indoor PLC Control Cabinets will have a cutout for a 10" Panelview, which will be supplied by CR Water.
- All outdoor PLC Control Cabinets will have a half door on the inside, with a cutout for the Panelview.
- NO DRILLING in any tank without approval.

Electrical Print Key (see ATT G):

Print type	Description	
EL =Electrical Layout	Room and Outside Layouts	
EP = Electrical Power	Power for MCC & Generator Plugs	
EC = Electrical Control	Electrical Control Prints	
P= Process Flow	P & I Drawings	
PL= Electrical Panel	PLC Panel Layouts	

RFP Attachments Referenced in this Document:

Attachment F: Bill of Materials (BOM)

Attachment G: Electrical Prints

















































CONTRACTOR FEE SCHEDULE

FACILITY NAME	BID			
Founders Water Treatment Plant				
8'x10' Modular Office	\$45,266.60			
PLC Panels	\$56,457.25			
Instrumentation	\$112,615.33			
Trough, Conduit and Wiring	\$206,195.00			
Alum Chemical Equipment Relocation	\$5,317.00			
Miscellaneous Costs	\$403,353.43			
SUB TOTAL	\$829,204.61			
Add/Delete MCC Procurement & Installation	\$109,891.81			
TOTAL	\$939,096.42			
Founders Remote Sites				
Weaver 1 Well Site	\$83,092.51			
Weaver 2 Well Site	\$99,878.37			
Enderud Well Site	\$93,494.70			
Castlewood 1 Well Site	\$68,141.25			
Founders Wells	\$98,338.85			
Other Remote Sites				
Blue Zone Pump Station	\$108,762.31			
Red Zone Pump Station	\$119,080.84			
Milestone Pump Station	\$110,412.31			
Reservoir 9	\$40,848.84			
Reservoir 12a	\$22,563.42			
Reservoir 12b	\$22,563.42			
Reservoir 16	\$40,473.84			
Total Project Cost	\$1,846,747.08			



Founders Water Treatment Plant and Remote Site Upgrades RPF NO. 2022-07

Fee Schedule Breakdown

Founders Treatment Plant

8'x10' Modular Office (Price could vary depending on final approval of building drawings)

Labor: \$8,411.00 Materials: \$36,330.60 Expenses: \$525.00

PLC Panels (Price could vary depending on drawings issued for construction)

Labor: \$12,343.50 Materials: \$43.588.75 Expenses: \$525.00

Instrumentation (Endress+ Hauser is having a price increase effective August 1, 2022)

Labor: \$35,055.50 Materials: \$76,359.83 Expenses: \$1,200.00

Trough, Conduit, Wiring

Labor: \$157,237.50 Materials: \$45,957.50 Expenses: \$3,000.00

Alum Chemical Pump Install

Labor: \$4,717.00 Materials: \$300.00 Expenses: \$300.00

Miscellaneous (PM labor is factored into this section and total amount to bill will vary depending on the amount of PM needed during the on-season for CRW, the generator MTS is also factored into this section and that price could vary depending on the configuration of the switchgear, MTS pricing is good for 30 days)

Labor: \$325,908.80 Materials: \$66,784.63 Expenses: \$10,660.00



MCC (Price could vary depending on controls needed for MCC, we have factored in what we think should cover all controls needed, MCC pricing is good for 30 days)

Labor: \$15,278.00 Materials: \$92,953.81 Expenses: \$1,660.00

Founders Remote Sites

Weaver 1 Well Site (Endress+ Hauser is having a price increase effective August 1, 2022)

Labor: \$42,061.25 Materials: 37,761.26 Expenses: \$3,270.00

Weaver 2 Well Site (Endress+ Hauser is having a price increase effective August 1, 2022)

Labor: \$42,061.25 Materials: \$54,547.12 Expenses: \$3,270.00

Enderud Wells Site (Endress+ Hauser is having a price increase effective August 1, 2022)

Labor: \$42,061.25 Materials: \$48,163.45 Expenses: \$3,270.00

Castlewood Well Site (Endress+ Hauser is having a price increase effective August 1, 2022)

Labor: \$40,101.25 Materials: \$25,190.00 Expenses: \$2,850.00

Founders Wells (Endress+ Hauser is having a price increase effective August 1, 2022)

Labor: \$42,061.25 Materials: \$53,007.60 Expenses: \$3,270.00

TECHNEAUX

Other Remote Sites

Blue Zone Pump Station

Labor: \$59,195.25 Materials: \$45,397.06 Expenses: \$4,170.00

Red Zone Pump Station

Labor: \$60,420.25 Materials: \$54,340.59 Expenses: \$4,320.00

Milestone Pump Station

Labor: \$60,420.25 Materials: \$45,672.06 Expenses: \$4,320.00

Reservoir 9

Labor: \$22,208.00 Materials: \$16,420.84 Expenses: \$2,220.00

Reservoir 12A

Labor: \$13,235.50 Materials: \$8,022.92 Expenses: \$1,305.00

Reservoir 12B

Labor: \$13,235.50 Materials: \$8,022.92 Expenses: \$1,305.00

Reservoir 16

Labor: \$22,208.00 Materials: \$16,045.84 Expenses: \$2,220.00



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, _______, an authorized representative of TECHNEAUX TECHNOLOGY SERVICES LLC, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the
 work
 is
 performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as
 noted in the terms and conditions of the Agreement, and any Exhibits made part of the
 Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may
 be
 supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.
- I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

CONTRACTOR/CONSULTANT/VENDOR

TECHNEAUX TECHNOLOGY SERVICES LLC

By:			
Name			
STATE OF COLORADO)		
) ss.		
COUNTY OF)		
The foregoing instrument 20 by Contractor/Consultant/Vendor. Witness my official hand My commission expires:	as		
		Notary Public	



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 18. File #: RES 2022-091

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

> Roy Gallea, P.E., Engineering Manager Shantanu Tiwari, CIP Project Manager

Resolution Approving a Services Agreement with W.W. Wheeler & Associates, Inc., for the Castle Rock Reservoir No. 1 Expansion Project [Plum Creek Trust Property in Douglas County near Sedalia, CO]

Executive Summary

Castle Rock Water is seeking Town Council approval of a Resolution (Attachment A) approving a services agreement *Exhibit 1* with W. W. Wheeler & Associates (Wheeler) to provide design services for the enlargement of Castle Rock Reservoir No.1 (CRR1). The expansion seeks to increase the storage capacity of the reservoir from its current 240 acre-foot capacity to approximately 500 acrefeet. Wheeler has proposed a fee of \$304,800 for this work. Additionally, staff is also requesting approval of a 10% Town-managed contingency (\$30,480) for a total project authorization of \$335,280.

Wheeler shall undertake the work upon execution of the agreement and shall complete work no later than August 31, 2023. A location map for the proposed Castle Rock Reservoir No. 1 is provided (Attachment B).

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 July 27, 2022, and the Castle Rock Water Commission voted 6 to 0 to recommend Town Council approve the Resolution as presented.

Discussion

Castle Rock Water's long-term goal is to provide a sustainable, reliable, and renewable water supply for all of Castle Rock's citizens and businesses. Water storage plays a primary role in Castle Rock Water's long-term Water Resources Strategic Master Plan (Plan). As part of this Plan, the Town of

Item #: 18. File #: RES 2022-091

Castle Rock purchased water supply infrastructure from United Water & Sanitation District in 2017. A 240 acre-foot raw water storage reservoir, Castle Rock Reservoir No.1, was part of this purchase. Due to poor construction practices and the deterioration in the reservoir liner, the Town has been forced to reduce the operating capacity of the reservoir from 240 to 180 acre-feet (a 25% reduction). CRW staff seeks to retain Wheeler to design an expansion of the reservoir to increase the storage capacity to approximately 500 acre-feet. W. W. Wheeler & Associates, Inc. is familiar with and has a history with the project site. Wheeler staff designed the original Plum Creek Diversion System and are the current design engineers for the Town's future reservoir, Castle Rock Reservoir No. 2 (CRR2).

Staff is recommending that this construction contract be sole-sourced (*Attachment C*) to Wheeler due to the urgency of this project and to get the permitting process started with the State Engineer's Office and Douglas County. Additionally, with Wheeler engaged in the design of CRR2 and their familiarity with the storage system as a whole, they are uniquely qualified to design this project. In reviewing their proposed fee, staff believes the fee to be competitive. For reference, the estimated cost of construction is \$25,600,000, and Wheeler is currently contracted with the Town for \$713,370. This is approximately 2.8% of the construction estimate for the CRR2 design. Typically design costs can range between seven to ten percent of construction costs.

Budget Impact

The Water Resources CIP Account <211-4375-443.79-15> Reservoir Upgrades will be used to fund this project. This account currently has a balance of \$ 6,807,968. Staff requests an additional \$30,480 (Town-managed 10% contingency) be authorized for a total project authorization of \$335,280.

Account Number/Name	Total Cost
WR CIP <211-4375-443.79-15> Reservoir Upgrades	\$335,280

Staff Recommendation

Staff and Castle Rock Water Commission recommend approval of the Resolution approving a services Agreement to provide expansion design services for the CRR1 in the amount of \$304,800 plus a 10% contingency for a total authorization of up to \$335,280 (Attachment A).

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)."

Item #: 18. File #: RES 2022-091

Attachments

Attachment A: Resolution

Services Agreement Exhibit 1:

Attachment B: Infrastructure Location Map

Attachment C: Sole Source

RESOLUTION NO. 2022-

A RESOLUTION APPROVING A SERVICES AGREEMENT WITH W.W. WHEELER & ASSOCIATES, INC., FOR THE CASTLE ROCK RESERVOIR NO. 1 EXPANSION PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has identified an entity to provide design services for the Castle Rock Water Reservoir No. 1 Expansion Project (the "Project"); and

WHEREAS, the Project selection team has determined W.W. Wheeler & Associates, Inc., (the "Consultant") is best qualified to perform services for the Project; and

WHEREAS, the Town and the Consultant have agreed to the terms and conditions by which the Consultant will provide services for the Project.

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

- **Section 1.** <u>Approval</u>. The Services Agreement between the Town and Consultant is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 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 from account no. 211-4375-443.79-15 in an amount not to exceed \$304,800.00, plus a Town-managed contingency in the amount of \$30,480.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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



TOWN OF CASTLE ROCK SERVICES AGREEMENT

(Castle Rock Water Reservoir No. 1 Expansion Project)

DATE:	·
PARTIES:	TOWN OF CASTLE ROCK , a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").
	W.W. WHEELER & ASSOCIATES, INC., a Colorado corporation, 3700 South Inca Street, Englewood, Colorado 80110 ("Consultant").

RECITALS:

A. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

- **Section 1.** Scope of Services. Consultant shall provide engineering design services in accordance with the scope of services attached as *Exhibit 1* ("Services").
- **Section 2.** Payment. Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$304,800.00, unless authorized in writing by Town.
- Section 3. Completion. Consultant shall commence the Services on August 22, 2022 and complete the Services August 21, 2023. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.



- **Section 5.** <u>Subcontractors.</u> Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Town for approval.
- **Section 6.** Assignment. This Agreement shall not be assigned by Consultant without the written consent of the Town.
- **Section 7.** <u>Notice.</u> 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 8.** <u>Insurance.</u> Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant 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. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant 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 Consultant '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 an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, 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 Consultant. 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 Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as *Exhibit 2* 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 Consultant 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 Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- **Section 9.** Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 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 10.** <u>Indemnification.</u> Consultant 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 Consultant 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 Consultant.

- **Section 11.** <u>Delays.</u> 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.
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- **Section 14.** <u>Time of the Essence.</u> 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 15. <u>Default and Remedies</u>. 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.
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- **Section 17.** Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.
- **Section 18.** <u>Independent Contractor.</u> Consultant has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant represents and warrants that they are free from the Town's direction and control in the performance of their work



or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Consultant represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

Section 19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 20. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

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
CONSULTANT:	
W.W. WHEELER & ASSOCIATES, INC.	
By:	
Its:	



EXHIBIT 1

SERVICES AND FEE SCHEDULE

Consultant shall provide design services to expand the capacity of Castle Rock Reservoir No. 1 as follows:

Project Understanding

CRR1 is an approximate 240-acre-foot, off channel, lined, reservoir owned and operated by the Town and located west of Highway 85 in Sedalia, Colorado. The reservoir was constructed in approximately 2007 and has a combination of excavated below-grade and embankment storage. The reservoir is filled, and discharges to, the newly constructed Plum Creek Diversion Pump Station (PCDPS), located on Plum Creek, approximately 1,500 feet southwest of the reservoir. The dam and pipelines were originally designed by Civil Resources, LLC for United Water and Sanitation District. The facilities were purchased by the Town in 2017. Original designs are presented in the construction drawing set titled 5219 Rio Grande Avenue, Site Improvement Plan, and dated June 2006.

CRR1 has a 20-foot-long concrete spillway weir at invert Elevation 5761.1, leading to a spillway channel on the north side of the parcel. The dam has an approximate 750-foot-long crest at elevation of 5765, an approximate 3:1 (horizontal:vertical) upstream slope and an approximate 8:1 downstream slope. The reservoir's original liner is still in place and consists of geotextile fabric covered with a spray-on polyurea coating. The liner is in poor condition and exhibits high seepage rates in the upper 10 feet of the reservoir. The reservoir has a single, bidirectional inlet and discharge structure leading to parallel 16-inch-diameter and 24-inch-diameter pipelines. There is no guard gate associated with the discharge structure and the pipelines cannot be isolated between the reservoir and a set of valves located approximately 600 downstream of the outlets. The discharge pipelines are approximately 40-feet-deep at the dam crest. Outside of the discharge pipeline cut the dam has a maximum height of approximately 13 feet.

Conversations with the Colorado Division of Water Resources (DWR) Dam Safety Branch indicated that, prior to submittal of the Castle Rock Reservoir No. 2 (CRR2) design, they were generally unaware of CRR1's presence or jurisdictional status. In 2021, Wheeler submitted a jurisdictional status request to the DWR; CRR1 was found to be jurisdictional, primarily because of dam height and storage volume.

CRR2 is a proposed 782-acre-foot reservoir which will be located approximately 200 feet east of CRR1, between CRR1 and Plum Creek. The reservoir was designed by Wheeler and is currently under review by the DWR Dam Safety Branch. Construction of CRR2 is anticipated to begin in spring 2023. CRR2 will be constructed in two phases; Phase 1 will borrow embankment fill from the CRR2 footprint. Phase 1 will be a fully functioning reservoir with crest Elevation 5743 and maximum water surface Elevation 5740. At the conclusion of CRR2 Phase 1, CRR1 will be decommissioned. During Phase 2, the CRR2 embankment will be raised to crest Elevation 5760 using embankment fill borrowed from the CRR1 expansion. We anticipate that the expanded CRR1 will be rehabilitated immediately following completion of the CRR2 project.



Project Approach

CRR1 will be expanded to provide between 400 and 600 acre-feet of storage. The potential CRR1 project was considered during design of CRR2; therefore, much of the required CRR1 infrastructure will be constructed during the CRR2 project and shared between the two reservoirs. This generally includes most of the CRR1 fill and discharge pipelines, the fill and discharge valving, and most of the reservoir excavation. Major design components include the discharge structure, fill structure and concrete rundown, new spillway, new geomembrane liner, and a liner underdrain system. To the maximum extent practical, CRR1 structures will be designed to mirror those at CRR2. The major exception is the fill structure, which we anticipate will discharge near the CRR1 rim and require a concrete rundown structure.

During the development of CRR2 design documents, Wheeler gathered and developed a substantial amount of site information. Wheeler's general project approach to the CRR1 design is to repurpose as much existing information, calculations, and CRR2 designs as possible. This generally includes geotechnical and topographic data, basin inflow and breach inundation models, liner designs, and structure designs. Additionally, a bathymetric survey was completed at CRR1 in 2021 to support improved reservoir accounting. Results from the 2021 bathymetric survey will be used in the CRR1 design. We do not anticipate the need to collect additional topographic or subsurface data for the CRR1 design effort. This approach, in conjunction with the lessons learned and working relationships developed during the CRR2 design, will result in an efficient project design effort.

Based on evaluations completed for the CRR2 project, we anticipate the CRR1 dam will be a low hazard facility. CRR1 will generally be designed in accordance with the 2020 DWR *Dam Safety Rules and Regulations for Dam Safety and Dam Construction* requirements for a low hazard dam. Wheeler will make strong efforts to optimize grading and water storage at CRR1. This will likely include completing cut slope stability for the south and west sides of the reservoir, and evaluating options for reconfiguring or slightly raising the existing CRR1 embankment. It may be possible to increase reservoir storage by reconstructing the embankment with a more typical 3:1 downstream slope and standard crest width, while holding the CRR1 downstream toe in its existing location. We anticipate the full CRR1 expansion will generate a surplus of borrow material, beyond what will be required for CRR2 construction. The anticipated expansion does not include deepening the reservoir, only expanding horizontally at the existing excavated depth. The existing reservoir is excavated approximately 15 feet into bedrock, we anticipate the expansion will be completed to the same bottom elevation. However, the excavated bedrock is not suitable for use as embankment fill and will likely require removal from site. Bedrock excavation and removal from site will likely be one of the most expensive components of the CRR1 project.

Our anticipated design package will include Construction Drawings, Technical Specifications, and a Design Summary Report with probable construction cost information. The package will be suitable for submittal to the DWR Dam Safety Branch and Douglas County for review and approval, and suitable for bidding and construction. This scope of work provides sufficient budget in the event the CRR1 and CRR2 are published for bid separately. However, the CRR2 project may be approved and ready to bid prior to receiving DWR Dam Safety Branch approval for the CRR1 design.



We do not anticipate the need for additional 404 permitting or floodplain permitting associated with the CRR1 project. An updated "No Take" finding will likely be required by the U.S. Fish and Wildlife Service for Threatened and Endangered Species; we anticipate this effort to be minor. The project will require Douglas County approval and permitting. The Douglas County process was recently initiated for CRR2. If possible, we recommend completing the Douglas County permitting for CRR1 concurrently with CRR2. We believe sufficient data has been generated and is shown on the CRR2 drawings to begin the Douglas County permitting process for CRR1. The project will also require formal approval of the Hazard Classifications and Design Documents from the DWR Dam Safety Branch.

Wheeler's CRR1 project team includes the same primary team members that participated in the CRR2 design. Todd Street, P.E., will be Wheeler's Project Manager and Principal in charge of the project. Todd will be responsible for leading the design effort, coordinating subconsultants, client and stakeholder communications, and document quality control. John Cox, E.I. will be the Project Engineer and will be primarily responsible for developing and compiling Wheeler's design documents, including drawings, calculations, and specifications. Sean Moran, P.E. will be the Project Mechanical Engineer and Amin Ghorbanpour, P.E. will be the Project Geotechnical Engineer. As with the CRR2 design, a complete senior review of the design package will be completed by Kit Choi, P.E. To improve project continuity, Wheeler will also use the same subconsultant team as used for CRR2. This includes SM&RC Structural Engineers, Inc., for structural engineering, LSI Logical Systems, Inc. for electrical and controls design, and ERO Resources, Inc. for environmental permitting issues. Resumes for key team members are attached to this proposal letter.

Scope of Work

Our proposed scope of work generally includes preparation of the DWR review package, including Construction Drawings, Technical Specifications, Opinion of Probable Cost, and Design Summary Report. Additionally, Wheeler will address DWR and Douglas County comments, prepare a bid package, and complete a bid review for the project. Additional details for our proposed scope of work are provided in the discussion below.

Item 1 – Data Collection and Review

During the CRR2 design, Wheeler generated a substantial amount data related to CRR1 and the site in general. The data consists of topographic site survey data, bathymetric data for CRR1, subsurface data, and CRR2 design data. Wheeler will compile and review the generated data for use in the CRR1 design and identify any remaining site data gaps. Wheeler will also prepare or update CRR1 base mapping for the CRR1 project. Due to the recent nature of the CRR2 design, this task is anticipated to be relatively minor.

Item 2 - Hazard Classifications

Standard Hazard Classification and Hydrologic Hazard Classification will be required for the modified CRR1 dam. Once a preliminary CRR1 grading plan has been developed, Wheeler will complete Hazard and Hydrologic Hazard Classifications for the proposed CRR1 embankment. With minor exceptions in the immediate vicinity of the breach, the inundation model limits will be nearly identical to the CRR2 inundation model. The volume of water stored in CRR1 will be approximately half that stored in CRR2; therefore, we anticipate the CRR1 embankment will be classified as Low Hazard. Because the two reservoirs are not hydraulicly connected, we do not anticipate the DWR Dam Safety Branch will require evaluation of a cascading failure of CRR1 and CRR2 and have not included cascading failure routing in this scope of work. Wheeler will present our Hazard Classification recommendations to the DWR Dam Safety Branch in a dedicated Hazard Classification Report.



Item 3 - Reservoir Design

Wheeler will complete the design of the reservoir and prepare supporting design calculations for review by the DWR Dam Safety Branch. We anticipate design calculations will include developing a reservoir inflow hydrograph, reservoir routing and open channel spillway design, stability Item 4 – Design Documents

Wheeler will prepare a set of project design documents including Construction Drawings, Technical Specifications, Opinion of Probable Cost, Geotechnical Design Report, and Design Summary Report. The design package will be suitable for submittal to the DWR Dam Safety Branch and Douglas County for review, project permitting, bidding, and construction. We propose to submit review drawings at the 30 percent, 90 percent, and final design phases.

Item 5 - Environmental Permitting

We anticipate the environmental permitting will be a relatively minor component of the overall CRR1 project. We do not anticipate the need for 404 permitting. Additionally, we do not anticipate Threatened and Endangered Species impacts beyond what have been identified for the CRR2 project. This task will include updating U.S. Fish and Wildlife Service determination of "No Take" to include the CRR1 project area.

Item 6 - Bid Assistance

Wheeler will provide bid assistance for the CRR1 project. This will consist primarily of preparing bid documents, responding to Requests for Information (RFIs) during bidding, and preparing a bid evaluation. If the CRR1 and CRR2 projects are bid as a single package, the fee associated with Item 6 would be reduced significantly. However, we have provided sufficient budget to bid the two projects separately, if needed.

Item 7 – County Permitting

Wheeler will coordinate with Douglas County Planning and Engineering Departments to obtain county permitting for the project. This will generally require preparation of a Phase III Drainage Report and a Grading, Erosion, and Sediment Control (GESC) Plan, in addition to other minor coordination and reporting. We recommend incorporating the planed CRR1 project into the current CRR2 Douglas County land use application to minimize Douglas County coordination, public notifications, and report preparation efforts.

Item 8 - DWR Dam Safety Permitting

Wheeler will prepare a review submittal to the DWR Dam Safety Branch to obtain approval for the project. We will coordinate periodically throughout the design with Dam Safety to verify they are in general agreement with the design. Following the submittal, Wheeler will coordinate with Dam Safety as needed during the review process and respond to review comments.

Item 9 – Meetings, Coordination, and Project Management

We have included budget for monthly progress meetings, two meetings at Castle Rock, and one stakeholder meeting. We have also included general coordination and project management time in this task.



We and anticipate a final design could be submitted to the DWR Dam Safety Branch for review by November 2022, and project approval could be obtained by April 2023, assuming notice to proceed for this scope of work is provide on or before July 1, 2022. We understand the Town's goal is to bid the CRR1 and CRR2 projects as a single package in late 2022 and begin construction in early 2023. We anticipate the CRR1 design could be incorporated into the CRR2 bid package and changes resulting from the Dam Safety review could be addressed with the successful construction contractor.

Table 1 - Fee Estimate Summary

Task	Phase Description	Fee Estimate
1	Data Collection and Review	\$3,000
2	Hazard Classifications	\$11,600
3	Reservoir Design	\$97,900
4	Design Documents	\$123,200
5	Environmental Permitting	\$4,700
6	Bid Assistance	\$9,400
7	County Permitting	\$13,000
8	DWR Dam Safety Permitting	\$19,100
9	Meetings, Coordination, and Project Management	\$22,900
	TOTAL:	\$304,800

Table 2 – Schedule Summary

Milestone	Date
CRR1 Design Notice to Proceed	July 1, 2022
30 Percent Design Submittal	August 25, 2022
90 Percent Design Submittal	October 27, 2022
SEO Review Submittal	November 3, 2022
CRR1 & CRR2 Project Bidding	November 3, 2022
CRR1 & CRR2 Construction Contract Award	February 15, 2023
SEO Project Approval	April 20, 2023
CRR1 Change Order (if needed)	April 27, 2023

Location Map-CRR1 and CRR2 Reservoir Site



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CRR1. Includes PUD amendment. 7.3 PUD Amendment 8.0 Cordination 8.1 Initial Submittal 8.1 Initial Submittal 8.2 Comment Response 8.2 Comment Response 8.3 Coordination 7.3 Coordination 7.3 PUD Amendment 8.1 Initial Submittal 8.2 Comment Response 8.2 Comment Response 8.3 Coordination 7.3 PUD Amendment 8.1 Initial Submittal 8.1 Initial Submittal 8.2 Comment Response 8.2 Comment Response 8.3 Coordination 7.3 PUD Amendment 8.1 Initial Submittal 8.2 Comment Response 8.2 Comment Response 8.3 Coordination 7.3 PUD Amendment 8.1 Initial Submittal 8.2 Comment Response 8.2 Comment Response 8.3 Coordination 7.3 PUD Amendment 8.1 Initial Submittal 8.2 Comment Response 8.2 Comment Response 8.3 Coordination 8.4 Oo		concurrently with CRR2, additional effort to include		Ÿ								\$0.00
Permitting SEO Design - Submit approval to construct												\$0.00
Permitting SEO Design - Submit approval to construct. Assumes separate submittal and comment process from CRR2.					0	0	0	0	0	0	\$0	
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				Total Fees	\$38,880.00	\$16,800.00	\$8,016.00	\$3,104.00	\$4,260.00	\$1,584.00	\$0	\$72,644

Notes:

1) Task totals are rounded up to nearest \$100 for proposal purposes

2) Actual hours billed per task may vary

3) Assumes CRR1 and CRR2 are bid as single project. Bidding costs are included with CRR2

4) Assumes dam will be low hazard and low hydrologic hazard

5) No EAP or CDSE for low hazard dam

6) Spillway will remain open channel - flows will not change substantially



W. W. Wheeler and Associates Castle Rock Reservoir No. 1 Rehabilitatoin Proposed Project Schedule

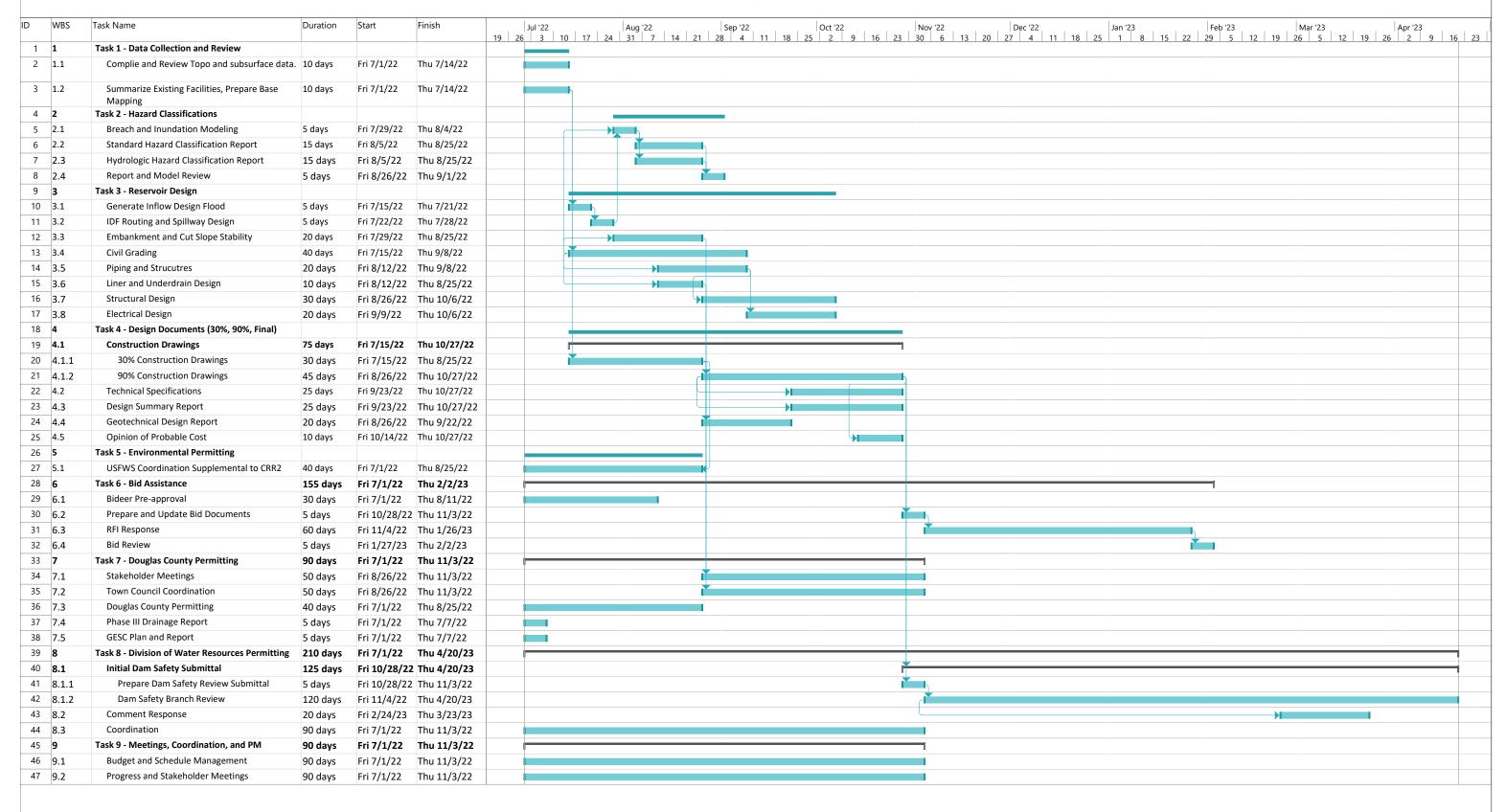




EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE

WWWHE Client#: 1086027

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	DUCER				CONTACT NAME:					
	I Insurance Services, LLC). Box 7050				PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No):					
	glewood, CO 80155				E-MAIL ADDRESS: den.certificate@usi.com INSURER(S) AFFORDING COVERAGE					
	873-8500					NAIC # 29424				
INSU	RED					RB: Hartford		urance Company Midwest		37478
	W. W. Wheeler & Ass	ociates,	nc.			RC: XL Speci				37885
	3700 S. Inca Street	_						I Indemnity Co		22357
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	OTHER:							PRODUCTS - COMPYOP AG	\$	10,000
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	ANY PROPRIETOR/PARTNER/EXECUTIV OFFICER/MEMBER EXCLUDED?	N N/A						E.L. EACH ACCIDENT	\$1,00	0,000
	(Mandatory in NH)	<u> </u>	1					E.L. DISEASE - EA EMPLOY		
_	If yes, describe under DESCRIPTION OF OPERATIONS below		┞					E.L. DISEASE - POLICY LIM		0,000
С	Professional			DPR9997035		08/03/2022	08/03/2023			
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DES	CRIPTION OF OPERATIONS / LOCATIONS	/ VEHICLES	ACOR	D 101, Additional Remarks Sched	ule, may	be attached if mo	ere space is requ	ired)		
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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD #C3CQ0457/M3CQ05242

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, ______ (printed name), an authorized representative of **W.W. WHEELER & ASSOCIATES, INC.**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be
 employed as an independent contractor of the Town of Castle Rock (the "Town") for
 purposes of performing the work or services which are the subject of the Agreement. I
 understand and confirm that the Town reasonably relied on this intention in entering into
 the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.
- I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

W.W. WHEELER & ASSOCIATES, INC. By: Name STATE OF COLORADO)	
Name	
STATE OF COLORADO)	
) ss.	
COUNTY OF)	
The foregoing instrument as acknowledged before me this day of	,
20 by as of the above mentio Contractor/Consultant/Vendor.	ned
Witness my official hand and seal.	
My commission expires:	
Notary Public	

Attachment B

Location Map-CRR1 and CRR2 Reservoir Site





SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM DIVISION AND POLICY NUMBER PURCHASING Approval Date 1/1/2018 Revision Date

COMMODITY OR SERVICE	
VENDOR	
AMOUNT OF PURCHASE \$	
REQUESTORS NAME	
DEPARTMENT	
DEPARTMENT DIRECTOR's Approval	
FINANCE DEPARTMENT's Approval	
TOWN MANAGER's (or Designee) Approval	
PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
 Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock. 	
 The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock. 	
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	
1. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 19. File #: RES 2022-092

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Roy Gallea, P.E., Engineering Manager

Resolution Approving the Amended and Restated Property Lease Agreement Between the Town of Castle Rock and Cellco Partnership D/B/A Verizon Wireless for a Communication Tower in Downtown Castle Rock/Reservoir Road east of Craig &

Gould Neighborhood]

Executive Summary

On March 1, 1998 a lease agreement between the Town and US West NewVector was executed to place a tower at 1582 Reservoir Road (Reservoir #3 site) for an initial term of five years and set to expire on February 28, 2023 (*Attachment B*). Cellco Partnership is proposing a lease agreement for five (5) years with seven (7) additional five (5) year renewals (*Exhibit 1*). American Tower subleases, manages, operates and maintains the tower.

Discussion

As part of the new lease, American Tower is proposing an increase of 20 feet of the lattice structure of the existing wireless cellular facility and add additional panel antennas to accommodate the addition of AT & T on to the wireless cellular facility. Providers currently located on the tower include Verizon Wireless and T-mobile.

The wireless cellular facility, considered to be a macro facility, lies within a 103 foot by 35 foot fenced in area. This area also being the lease area. Within the lease area there is the tower itself, two equipment shelters, and several concrete pads with numerous equipment cabinets situated on them. The tower itself is an 80-foot lattice structure, with numerous panel antennas around its perimeter. At its top is an Omni antenna, owned and used by Castle Rock Water, which brings the effective tower height to 97 feet. The proposed new tower configuration, with the 20-foot increase of the lattice structure, will also include an Omni antenna at the top, owned and used by Castle Rock Water, which will give the wireless cellular facility a total height of 115 feet.

On May 19, 2020, Town Staff brought the height increase proposal to Town Council for discussion

Item #: 19. File #: RES 2022-092

and direction. At that time Town Council directed staff to work with American Tower on the height increase and a tri-party consent agreement between the Town, American Tower, and AT &T. The consent agreement was required for any collocation of a new provider on to the wireless cellular facility by the current lease and required Town Council approval. Shortly after bringing the item to Town Council, American Tower approached the Town about extending the lease with the Town. Instead of the consent agreement, American Tower and Town staff rolled the height increase and collocation into the new lease. Per the new lease, future collocations do not require a consent agreement. Future collocations will be required to meet all Town code requirements. The proposed height increase meets the definition of an eligible facilities request per FCC regulations. Any wireless cellular facilities projects that meet the definition of an eligible facilities request are reviewed and approved administratively per the Town's wireless cellular facility regulations. American Tower submitted plans in March of 2021 for the height increase. The plans were conditionally approved by Town staff in November 2021. The condition of approval being the approval and execution of the new lease by Town Council. The conditionally approved plans are included as exhibit C-1 of the lease.

Budget Impact

The Town will collect rent in the amount of \$2,467.21 per month (\$29,606.52 yearly) per the terms of the attached lease extension with an annual 3% increase in the base rent. In addition to the base rent, the tenant will pay the Town 33.33% of any rents actually received by any subleases.

Staff Recommendation

Staff recommends approval of the resolution authorizing the amended and restated property lease agreement with Cellco Partnership d/b/a Verizon Wireless.

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: Lease Agreement

Attachment B: American Tower Master Lease

RESOLUTION NO. 2022-

A RESOLUTION APPROVING THE AMENDED AND RESTATED PROPERTY LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR A COMMUNICATION TOWER IN DOWNTOWN CASTLE ROCK

WHEREAS, the Town of Castle Rock, Colorado (the "Town") is the owner of certain real property located in the Town of Castle Rock, Douglas County, Colorado, known as the Downtown Castle Rock tower site (the "Property"); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless ("Cellco") wishes to enter into an amended and restated property lease agreement to allow for additional renewal terms, described more particularly in the Agreement, for the purposes of continuing to operate and maintain an existing communication tower; and

WHEREAS, the Town and the Cellco have agreed to the terms and conditions set forth in the Amended and Restated Property Lease Agreement.

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

Section 1. Approval. The Amended and Restated Property Lease Agreement between the Town of Castle Rock and Cellco Partnership d/b/a Verizon Wireless is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 Property Lease Agreement by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 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

AMENDED AND RESTATED PROPERTY LEASE AGREEMENT

This AMENDED AND RESTATED PROPERTY LEASE AGREEMENT ("Lease") is entered into as of the latter signature date hereof (the "Effective Date"), by and between the Town of Castle Rock, Colorado, a home rule municipal corporation ("Town"), and Cellco Partnership d/b/a Verizon Wireless ("Tenant"), (each a "Party," jointly, the "Parties").

Recitals

- A. Town is the owner in fee simple of a parcel of land located in the Town of Castle Rock, Douglas County, State of Colorado, legally described on the attached *Exhibit A* (the "Property"). Tenant leases from Town pursuant to the terms and conditions of this Lease that portion of the Property described and depicted in the attached *Exhibit B* (the "Premises").
- B. The Property is subject to a "Property Lease Agreement" dated March 5, 1998 ("Original Lease") between the Town (as Lessor) and US West NewVector (as Lessee), subsequently amended by a "First Amendment To Property Lease Agreement" on January 5, 2009 ("First Amendment") (the Original Lease and First Amendment, collectively, the "Existing Lease") entered into between the Town and Tenant, as successor interest at that time to US West NewVector. Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with American Tower Delaware Corporation, a Delaware corporation and/or its parents, affiliates and subsidiaries ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. American Tower may perform certain of Tenant's obligations under this Lease and Town will accept conforming performance by American Tower. Tenant has granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
- C. The term of the Existing Lease has been properly extended and the current Renewal Term in effect expires on February 28, 2023. Tenant has requested the right to amend the Existing Lease to allow for additional Renewal Terms beyond what is currently permitted under the Existing Lease. Town is willing to grant the right of Tenant to extend the term of the Existing Lease provided certain amendments to the Existing Lease are made including adjustment to the consideration for the Existing Lease. For clarity and to avoid creation of ambiguity, Town and Tenant desire to merge the Existing Lease and additional mutually acceptable modifications to the Existing Lease into this Lease.
- D. Town and Tenant are parties to a separate "Tower and Equipment and Sublease Agreement" dated March 5, 1998, as amended by a "First Amendment" thereto dated _______, 2022 by which the Town subleases space and associated rights from Tenant for Town communication facilities (the "Sublease"). This Lease shall not constitute an amendment or modification to the Sublease unless expressly stated to the contrary in this Lease.
- E. Accordingly, the Parties are entering into this Lease on the terms and conditions set forth below. The capitalized terms used herein shall have the meaning ascribed to them in context.

1

Agreement

In consideration of their mutual covenants, the Parties agree as follows:

1. Leased Premises and Tower.

- a. Town leases to Tenant and Tenant leases from Town (i) the Premises on an exclusive basis, except for collocation of facilities as provided in Sections 4 and 5 of this Lease for the construction, operation and maintenance of a communication tower (the "Tower") as depicted on *Exhibit B*, together with (ii) the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right- of-way and easement extending from the nearest public right(s)-of-way to the Premises (the "Access Road"). Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Tenant's use of the Premises. Further, Lessor will grant to Tenant any and all necessary easements for the placement of guy anchors required to secure the guyed Tower.
- b. The height of the Tower may not be modified by Tenant without the express approval of the Town, which approval shall be entirely at the discretion of the Town. Subject to Section 13, Tenant may otherwise update, relocate, replace, repair, add or otherwise modify its utilities, improvements, equipment, antennas and/or conduits or any portion thereof (collectively, "Equipment") and the frequencies over which the Equipment operates from time to time with the prior written approval of Town, such approval not be unreasonably withheld, conditioned or delayed, provided that (i) the replacement Equipment is not materially greater in number or size than the existing Equipment (ii) and Any such modifications shall be made in compliance with this Lease. Tenant may replace elements of the Tower structure as necessary to maintain its structural integrity and as necessary to accommodate installation of equipment on the Tower if otherwise permitted under this Lease. Town shall have no obligation to repair or replace element(s) of the Tower, except as may be required by the Sublease. Tenant shall maintain the Tower to the recognized standards of the industry. Upon written request by Town, but no more than once in any five year period, Tenant shall provide Town with an As-Is Structural Report of the Tower.

2. <u>Term</u>.

- a. The Original Lease commenced March 1,1998 for an initial term of five (5) years subject to Tenant's right to exercise a number of five-year Renewal Terms. As of the Effective Date, the Existing Lease remains in full force and effect and is in the fourth Renewal Term (as defined in the Existing Lease) which is otherwise set to expire on February 28, 2023.
- b. The initial term of this Lease shall commence on the Effective Date and expire on February 28, 2023 (the "Initial Term"). Tenant shall have the right to automatically extend the terms of this Lease for seven (7) additional five-year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms") upon the same terms and conditions found herein, unless Tenant terminates the Lease at the end of the Initial Term or any New Renewal Term by giving Town written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. The Town hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as *Exhibit C* and by this reference made a part hereof (the "Memorandum") executed by Town together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Town.

2

c. If at the end of the seventh (7th) New Renewal Term (February 28, 2058) this Lease has not been terminated by either Party by giving the other Party written notice of an intention to terminate this Lease at least six (6) months prior to the end of the seventh (7th) New Renewal Term, this Lease shall continue in force upon the same covenants, terms and conditions and at the Rent specified for the seventh (7th) New Renewal Term, for a further term of one (1) year and for annual terms thereafter until terminated by either Party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

3. Rent.

- a. Beginning with the first rental payment due after the Effective Date through termination of the Lease. Tenant shall pay Town monthly rent in the amount of Two Thousand Four Hundred Sixty Seven and 21/100 Dollars (\$2,467.21), increasing annually effective each March 1st commencing March 1, 2022 by three percent (3%) ("Base Rent"), together with monthly Percentage Rent (defined in Section 3b) due Tenant in the preceding month. To illustrate, the calculation of Base Rent, if the monthly Base Rent in February of a given year is \$4,000, then beginning March 1st of that year and continuing until the following February 28th or 29th, as the case may be, the monthly Base Rent will be \$4,120.
- b. In addition to Base Rent, Tenant or American Tower shall pay to Town thirty three and one-third percent (33.33%) of any rents actually received by Tenant and/or American Tower under and pursuant to the terms and provisions of any sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and/or American Tower and a Collocator (defined below) subsequent to March 5, 1998 (any such amounts, "Percentage Rent"); Base Rent and Percentage Rent are collectively referred to herein as "Rent". In connection with each monthly Percentage Rent payment Tenant and/or American Tower will provide Town with a calculation sheet identifying the rental amounts(s) received by Tenant and/or American Tower under any applicable sublease, license or other collocation agreement with any Collocator, and any amounts paid by Tenant and/or American Tower to Town in connection therewith. Town shall be permitted to request, no more than once per twelve (12) month period, an annual reconciliation of any and all amounts billed by Tenant and/or American Tower to any applicable Collocator together with any payments owed by Tenant and/or American Tower and actually paid by Tenant.
- c. In the event of any overpayment of Base Rent or Percentage Rent after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Town and Tenant stipulate that Rent has been calculated and paid in accordance with the Existing Lease to the Effective Date. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Town under the Lease shall be paid to Town of Castle Rock by Tenant.
- d. Tenant shall pay Town a late payment charge equal to five percent (5%) of the amount due for any Rent payment not paid when due. Any such delinquent Rent shall bear interest until paid at the rate of twelve percent (12%) per annum until the delinquent Rent is paid in full.
- 4. <u>Collocation by Town</u>. Tenant shall allow the Town to locate communications facilities (including, but not limited to antennas, transmitters, receivers, support equipment, buildings and facilities) on the Tower and on a portion of the Property for the purposes of fire,

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police, public safety, ethernet and other governmental and public communication purposes provided Town complies with Section 13 of this Lease, which governs interference, and all the provisions in this section and the applicable Sublease. Town shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to their equipment on the Tower other than those which are authorized under the Sublease or approved in writing by Tenant, nor shall Town alter the frequencies or operation of the approved equipment without Tenant's prior written consent, which approval shall not be unreasonably withheld. Town shall submit an application (the "Equipment Application") to Tenant, utilizing Tenant's then current form, to request the right to replace or modify its approved equipment or alter the frequencies for Tenant's review and written approval (such written approval, or notice to proceed, the "NTP"). Tenant shall not unreasonably delay review and response to the Equipment Application and shall not unreasonably withhold issuance of the NTP. Town shall not construct, install, or alter the approved equipment until Tenant issues to Town a NTP. Town shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Premises but shall have no financial obligation to Tenant therefor (rent, or any other payment to Tenant), except for any applicable governmental fees, utility costs or other expenses directly attributable to Town's use of the Tower. Notwithstanding anything to the contrary in this Lease, Town shall obtain advance permission from Tenant for any person or company to climb the Tower as necessary for the installation and maintenance of Town's equipment. Tenant's permission shall not unreasonably be withheld. Town shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation. maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Town shall be responsible for the cost of any structural analysis required by Tenant in its reasonable discretion, in connection with the installation or replacement of Town's equipment on the Tower by Town; Tenant covenants and agrees that it will provide notice to Town prior to undertaking any such analysis, thereby allowing Town an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for Town's equipment, the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Town's equipment shall be made to the Tower at the sole cost of Town, however, in no event shall any such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Town or its successor or assign shall have the right to install. maintain, or operate the approved equipment or transmit or receive communications in the Premises or on the Tower. Town shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment. As of the Effective Date of this Lease. the Town has collocated on the Tower pursuant to the Sublease and in conformance with this Lease. In the event of a conflict between the provisions of this Lease and the Sublease, the Sublease shall govern and control.

5. <u>Collocation by Other Providers</u>. The Parties intend that other communication service providers will locate on the Tower and Premises. The term "Collocator" and "Collocation" as used in this Lease, shall refer only to entities other than Tenant, American Tower, or the Town or a Governmental Agency that collocates on the Tower. Neither Tenant, American Tower, nor the Town are Collocators as that term is used in this Lease. Tenant shall allow collocation on the Tower and a portion of the Premises. Tenant and the Collocators shall negotiate in good faith to accomplish collocation on the Tower and the Premises. Good faith negotiations shall include offering a Collocator the opportunity to rent space on the Tower and Premises at fair market value. Collocators as of the date of the execution of this Lease are listed on *Exhibit D*.

Collocators desiring to collocate on the Tower must enter into separate written agreements with Tenant relating to use of the Tower and the Premises. In addition to the terms of any such sublease between the Collocators and Tenant, the Collocators shall be bound by all of the terms and conditions of this Lease applicable to Tenant and in the event of a conflict between the two documents, this Lease shall govern and control.

In addition to the other applicable provisions of this Lease, Collocators shall be subject to the following conditions.

- a. <u>Technical Report</u>. Each potential Collocator shall provide Tenant and the Town with detailed specifications for and the weight of the proposed antennas and the proposed transmission frequencies and characteristics, together with an engineering report satisfactory to Tenant, the Town and the Collocators showing that the Tower will support the load, and that the use of the new antennas at the specified frequencies will not cause any interference to the receipt and transmission of Tenant, the Town, Governmental Agency or other Collocators, or create any deleterious effect on the public health or safety. In addition, Town of its own initiative may commission such technical studies and reports to ascertain compliance with this subsection in accordance with applicable Town Regulations.
- b. <u>Costs</u>. Each Collocator shall pay all costs associated with the installation, maintenance and use of its antennas and related equipment, equipment storage pads, equipment shelter/cabinets, including without limitation, utilities.
- c. <u>Indemnification</u>. Each Collocator shall indemnify and hold harmless Tenant and the Town from all claims and liabilities with respect to the Collocator's use of and transmission from Collocator's facilities and shall agree to name Tenant and the Town as additional insureds under its general liability insurance policy.
- d. <u>Permits/Approvals</u>. Each Collocator shall be responsible for all governmental permits and satisfaction of all other regulatory approvals with respect to the installation of equipment on and use of the Tower, and shall comply with all federal, state and local laws and regulations in constructing and using its own equipment and facilities on the Premises.
- e. <u>Structural Upgrade to Tower</u>. The Parties recognize that the structural loading of the Tower may reach its limits if the Town, Tenant, and the Collocators add equipment to the Tower, in addition to Tenant's antennas and equipment. In the event that any structural upgrades to the Tower or a Tower replacement are necessitated in whole or in part because of future equipment added to the Tower by the Tenant or Collocator, the structural upgrades or Tower replacement shall be paid for by the Tenant or Collocator and shall include the necessary relocation of Town equipment, if requested by Town at no expense to Town.

6. Use of Premises.

- a. Tenant shall use the Premises for the installation, operation, and maintenance of Equipment necessary for the transmission, reception and operation of a wireless communication system and uses incidental thereto and for no other uses. The Town may utilize or permit others to use other portions of the Property provided that such other uses do not interfere with or impede the use of the Premises by Tenant or a Collocator.
 - b. Tenant shall, at its expense, comply with all applicable federal, state, and

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local laws, ordinances, rules and regulations in connection with the provision of service and the use, operation, maintenance, construction and/or installation of equipment and/or the Premises. Provided such use is permitted by Town pursuant to this Lease, Town shall reasonably cooperate with Tenant in obtaining, at Tenant's expense, any licenses, permits or other governmental approvals required for or substantially required by Tenant's use of the Premises.

- c. Tenant shall remove the Tower and Equipment from the Premises including the removal of the Tower foundation upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Town or any of Town's assignees or lessees, or any Collocators. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Town consents to such non-removal, title to the affected improvements shall thereupon be transferred by Tenant to Town, at no cost to Town, and the same thereafter shall be the sole and entire property of Town, and Tenant shall be relieved of its duty to otherwise remove same.
- d. Upon removal of the Equipment and other improvements Tenant shall restore the affected area of the Premises as reasonably possible to its original condition, excepting normal wear, tear and casualty events.
- e. All costs and expenses for the removal and restoration to be performed by Tenant above shall be borne by Tenant, and Tenant shall hold Town harmless from any costs and expenses thereof, except for any costs or expenses which are the responsibility of Town pursuant to the Sublease.

8. Maintenance.

- a. Tenant shall, at its own expense, maintain the Premises and Equipment on or attached to the Premises in a safe condition, in good repair and so as not to conflict with the use of others leasing of the Premises from Town. Tenant shall require Collocators to similarly maintain their equipment. In addition to the other provisions contained herein, Tenant shall not interfere with the use of the Premises, related facilities or other equipment of other entities existing on the Premises as of the date of the execution of this Lease.
- b. Tenant agrees to maintain the Access Road and bear the cost of all upkeep and repairs to the Access Road in a manner sufficient to allow for pedestrian and vehicular access to the Premises at all times, to the extent Tenant requires such vehicular and pedestrian access, and such maintenance and upkeep shall be to Tenant's sole and exclusive satisfaction. To the extent Town, Town's invitees, successors and assigns require additional maintenance and upkeep beyond Tenant's requirements, Town shall bear the cost of such upkeep and maintenance. In the event that Tenant, any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing cause damage to the Access Road, such damage shall be repaired at Tenant's sole cost. In the event the Town or Town's invitees cause damage to the Access Road, such damage shall be repaired at Town's sole cost.
- c. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

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- d. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Town services.
- 9. <u>Premises Access</u>. Tenant and Town shall have access to the Premises seven days per week and 24 hours per day. Where access to the Premises is through a locked gate, Tenant shall be responsible for its actions and those of its employees, agents and contractors for the locking of such gate upon entry and departure from the Premises.
- 10. <u>Utilities</u>. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities, if reasonably feasible, associated with its use of the Premises and shall timely pay all costs associated therewith.
- 11. <u>License Fees</u>. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.
- 12. <u>Approvals: Compliance with Laws</u>. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority or from any other necessary person or entity. Tenant shall erect, maintain and operate its Equipment in accordance with the applicable site standards, statutes, ordinances, rules and regulations of any federal, state or local authority.

13. Interference.

- a. Tenant's installation, operation and maintenance of its Equipment shall not damage, impair or interfere in any way with Town's operations and maintenance of Town facilities collocated on the Tower pursuant to Section 4. Tenant agrees to cease all such actions which interfere with Town's use of the Premises when so notified by Town of such interference. With regard to change in use or future use, Town and Tenant shall enforce sound radio engineering standards and practices implemented and consistent with industry practices and governmental regulations, and diligently and in good faith resolve radio frequency interference problems that may arise between each other and/or Collocators.
- Neither Town nor Tenant shall interfere with the operations of the other. In b. order to identify potential interference to an existing user's signals, prior to placing equipment into service, the entity installing the equipment shall perform certain interference tests consistent with industry standards and will agree to utilize any filters or other additional equipment necessary to prevent such interference. In the event of any such interference, the entity causing the interference shall take all actions necessary to eliminate such interference in accordance with generally accepted technical standards. If the entity does not correct or commence to correct, within 10 days of receipt of written notice of objectionable interference which, in the reasonable discretion of existing users, materially degrades the operations of existing users on the Premises, the entity causing the interference shall discontinue operating its equipment immediately upon demand, unless and until it can be operated without interference, within the reasonable discretion of the entity which is subjected to the interference, or shall replace the interfering equipment with alternate equipment that does not cause such interference. Provided further. Town shall not be required to cease operations of any equipment necessary to maintain essential public services provided the Town works diligently to resolve the interference. Notwithstanding the foregoing, Town agrees and acknowledges that if Town interferes with a pre-existing

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user on the Tower as of the Effective Date, and the Town cannot mitigate or eliminate such interference as set forth in Section 13, Tenant can require Town to turn off or power down the interfering equipment and only power up or use such interfering equipment during off-peak hours specified by Tenant in order to test whether such interfering equipment continues or has been satisfactorily eliminated.

- c. Tenant agrees that any future occupants of the Tower subsequent to Tenant will be required to provide Tenant with these same protections against interference, and that Tenant shall have the obligation to eliminate any interference with the existing operations of Town caused by such subsequent occupants. In the event any such interference is not eliminated to the reasonable satisfaction of Town, Tenant shall ensure that those occupying the Tower after Tenant, including Tenant, shall remove any and all equipment interfering with the Town's equipment.
- d. Town shall comply with the provisions of this Section of the Lease regarding any communication equipment and users which may occupy the portion of the Property outside of the Premises.
- 14. <u>Default</u>. It shall be a default of this Lease if (i)Tenant defaults in the payment or provision of Rent or any other sums due to Town, and does not cure such default within ten (10) days after receipt of written notice; (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within sixty (60) days after receipt of written notice from Town specifying the default complained of, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure; (iii) Tenant abandons or/vacates the Premises; or (iv)Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

15. Optional Termination.

- a. This Lease may be terminated by Tenant, if Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the operation of the Tower, equipment or Tenant's permitted business hereunder; (b) by either Party upon default of the other of any covenant or term hereof, which default is not cured within sixty (60) days following receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions hereof); and (c) by Tenant if its communication facilities are or become unacceptable under its designs or engineering specifications for its communications facilities or for the communications systems to which the communications facilities belong; and (d) by Town in the event Tenant becomes insolvent or bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant.
- b. Upon termination of this Lease for any reason, Tenant shall remove its Equipment and leasehold improvements from the Premises, within one hundred twenty (120) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed or conveyed to Town in accordance with this Lease by the end of Lease term or upon Lease termination shall immediately become the property of Town.

- 16. <u>Liquidated Damages</u>. Notice of Tenant's termination pursuant to Section 15 shall be given to Town in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All Rentals paid for the Lease of the Premises prior to said termination date shall be retained by Town. Upon such termination, this Lease shall become null and void and the Parties shall have no further obligations to each other, except as otherwise provided in this Lease or by applicable law.
- 17. <u>Alteration, Damage or Destruction</u>. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Town. In such event, Tenant shall promptly remove the equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear and tear and casualty excepted. This Lease and Tenant's obligation to pay Rent shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Town shall have no obligation to repair any damage to any portion of the Premises.
- 18. <u>Condemnation</u>. In the event the Premises are taken by any entity other than Town by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a significant portion of the Premises which substantially affects the operation of Tenant's business is taken by eminent domain, either Party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event Town receives notification of any condemnation proceeding affecting the Premises, or any portion thereof, Town shall provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Premises, or any portion thereof, Tenant shall be entitled to pursue Tenant's own award in the condemnation proceeds, which for Tenant will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Town, and business dislocation expenses.

19. <u>Indemnity and Insurance</u>.

- a. <u>Disclaimer of Liability</u>: Town shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's equipment unless such injury or damage arises from the negligence or willful misconduct of the Town, its officers, agents or employees.
- b. <u>Indemnity</u>: During the term of the Lease, Tenant shall indemnify and hold Town harmless against any claim of liability or loss (including, without limitation, reasonable attorneys' fees and costs) from personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property caused by the negligent acts or omissions of Tenant, its servants or agents or any other party for whom Tenant may be responsible, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation, except to the extent that such claims or damages may be due to or caused by the negligent acts or omissions of the Town, its servants, agents, or any other party for whom Town may be responsible.

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- c. <u>Governmental Immunity</u>: The Parties understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations afforded the Town under the Colorado Governmental Immunity Act, as from time to time amended.
- d. <u>Assumption of Risk</u>: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, unless caused by Town, its employees, agents or contractors and Tenant hereby agrees to indemnify and hold harmless the Town against and from any claim asserted or liability imposed upon the Town for personal injury or property damage to any person (other than from Town's negligence or willful misconduct) rising out of Tenant's installation, operation, maintenance or use of the Premises or Tenant's equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- e. <u>Insurance</u>: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:
- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$ 500,000) for each accident. Town shall not, under any circumstances, be required or obligated to provide Worker's Compensation benefits to any officer, employee, agent, contractor or subcontractor of Tenant.
- ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.
- iii. Automobile liability insurance coverage all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of Colorado state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.
- iv. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- v. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.
- g. <u>Listed Insureds</u>: All policies, except for business interruption and worker's compensation policies, shall list Town and all associated, affiliated, allied and subsidiary entities of Town, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, attorneys ad contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed, by blanket endorsement, to add Additional Insureds hereunder.

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h. <u>Evidence of Insurance</u>: Certificates of insurance for each insurance policy

ATC Site No: 82086

PV Code 809/VzW Contract No: 10436 Site Name: Downtown Castle Rock required to be obtained by Tenant in compliance with this Lease shall be filed and maintained with Town prior to commencement of the term of the Lease. Tenant shall immediately advise Town of any claim or litigation that may result in liability to Town.

i. <u>Cancellation of Policies of Insurance</u>: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Town by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in the Lease."

- j. <u>Insurance Companies</u>: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A + or better by A.M. Best Company.
- k. <u>Subcontractors</u>: All contractors and their subcontractors who perform work on the Premises must carry, in full force and effect, worker's compensation, comprehensive commercial general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Lease with appropriate limits of insurance.
- I. <u>Review of Limits</u>: Once during each calendar year during the term of this Lease or any renewals thereof, Town may review the insurance coverages to be carried by Tenant. If Town determines that higher limits of coverage are necessary to protect the interests of Town or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, upon mutual agreement, at its sole cost and expense.
- 20. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance, except as required in Tenant's business. Tenant further agrees to hold Town harmless from and indemnify Town against any release of any such hazardous substance arising directly or indirectly from Tenant's use and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Town shall be solely responsible for and will defend, indemnify, and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property arising from Town's use of hazardous substances or any such substances on or affecting the Property which precede the date Tenant commences use on the Premises.
 - 21. <u>Holding Over</u>. Any holding over after the expiration of the term hereof, with the

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ATC Site No: 82086

PV Code 809/VzW Contract No: 10436 Site Name: Downtown Castle Rock consent of the Town, shall be construed to be a tenancy from month to month at the then existing monthly Rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and covenants and conditions herein specified.

- Subordination to Mortgage. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease subject to an agreement from each such mortgage holder providing, in effect, that so long as Tenant is not in default of its obligations under Lease beyond applicable cure periods, Tenant shall not be joined as a party-defendant in any foreclosure action or proceeding which may be taken or instituted by the then holder of any mortgage on the Leased Premises by reason of default under said mortgage, and that Tenant shall not be evicted from the Leased Premises nor the Lease be terminated or disturbed by reason of any default under said mortgage. Tenant subordinates, subject to a subordination agreement executed by the mortgagor. all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, within a reasonable time after receipt of Town's request, execute a subordination agreement confirming the subordination of the Lease to a mortgage, subject to Tenant's approval of any such subordination agreement, which approval shall not to be unreasonably withheld, conditioned or delayed. It shall not be considered to be unreasonable for Tenant to withhold, condition or delay its approval for such subordination if Tenant determines, in its sole but reasonable discretion, that Tenant's interest in the Lease and Premises would not be adequately protected in the event of foreclosure, deed in lieu of foreclosure, or similar proceeding..
- 23. <u>Acceptance of Premises</u>. By making non-exclusive use of the Premises, Tenant accepts the Premises in the condition existing as of the Effective Date. Town makes no representation or warranty with respect to the condition of the Premises and Town shall not be liable for any latent or patent defect in the Premises.
- 24. <u>Estoppel Certificate</u>. Tenant shall, at any time and from time to time upon not less than thirty (30) days prior request by Town, deliver to Town a statement in writing certifying that (i) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (ii) the dates to which Rent and other charges have been paid; and (iii) so far as the person making the certificate knows, Town is not in default under any provisions of the Lease.
- 25. <u>Notices</u>. Except as otherwise provided herein, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Town, to: Town Manager

Town of Castle Rock 100 N. Wilcox Street

Castle Rock, Colorado 80104

With a copy to: Town Attorney

Town of Castle Rock 100 N. Wilcox Street

Castle Rock, Colorado 80104

If to Tenant, to: Verizon Wireless

Attn: Network Real Estate 180 Washington Valley Road

Bedminster, NJ 07921

With a copy to: American Tower

Attn: Land Management 10 Presidential Way Woburn, MA 01801

With a copy to: American Tower

Attn: Legal Dept

116 Huntington Avenue Boston, MA 02116

- 26. <u>Assignment</u>. Except as otherwise provided herein, Tenant shall not sublet the whole or any part of the Premises. Tenant shall not assign or transfer this lease without the prior written consent of Town which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right without consent, with prior notice to Town, to assign or transfer this Lease to any parent, subsidiary or affiliate entity of Tenant or to any party with sufficient financial capacity and capability to fulfill the obligations of Tenant hereunder, which assignment, transfer or sublease shall fully release Tenant from any further obligations or liability under the terms, covenants and conditions of this Lease, commencing on the effective date of the assignment, transfer or sublease provided Tenant is not then in default of this Lease.
- 27. <u>Successors and Assigns</u>. This Lease shall be binding upon and inure to the benefit of the Parties, and their respective permitted successors and assigns.
- 28. <u>Non-Waiver</u>. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but either Party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. The receipt of any sum paid by Tenant to Town after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

29. Taxes.

a. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "Applicable Taxes") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Town for any Applicable Taxes billed directly to Town (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Town must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Town. Town shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt

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of a written reimbursement request from Town. Anything to the contrary notwithstanding, Town is only eligible for reimbursement if Town requests reimbursement within one (1) year after the date such taxes became due. Additionally, Town shall not be entitled to reimbursement for any costs associated with an increase in the value of Town's real property calculated based on any monetary consideration paid from Tenant to Town. If Town fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Town's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Town's behalf from any future payments required to be made by Tenant to Town hereunder; (ii) demand reimbursement from Town, which reimbursement payment Town shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Town any such tax payments made by Tenant on Town's behalf by any lawful means.

- b. Tenant shall indemnify Town from any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.
- c. If the methods of taxation in effect at the Effective Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments, if any, now imposed on property, there is imposed a tax upon or against the Rent payable by Tenant to Town, Tenant shall pay those amounts in the same manner as provided for in the payment of real and personal property taxes.
- 30. Tenant's Securitization Rights; Estoppel. Town hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security Interest") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("Tenant's Mortgagee") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Town shall recognize the holder of any such Security Interest of which Town is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Town further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
- 31. <u>Waiver</u>. From and after the Execution Date and notwithstanding anything to the contrary contained herein, in no event shall Town or Tenant be liable to the other for, and Town and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
- 32. <u>Confidentiality</u>. Notwithstanding anything to the contrary contained in this Lease, Town agrees and acknowledges that any proprietary information furnished to Town by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Town's attorney, accountant, broker, lender, a prospective fee simple purchaser of the Property, or if otherwise required by law, Town shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution

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and delivery of this Lease.

- Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Property from Town to any prospective purchaser that is not a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or to American Tower. If Town receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Town's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Town in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein. Tenant must provide Town with notice of its election not later than forty-five (45) days after Tenant receives written notice from Town of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein. Town may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease. Town hereby acknowledges and agrees that any sale or conveyance by Town in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms. provisions, and conditions of this Section shall survive the execution and delivery of this Lease. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
- 34. Merger of Existing Lease. The Parties hereby acknowledge and agree that as of the Effective Date, the Original Lease, the First Amendment and additional mutually acceptable modifications to the Existing Lease are hereby merged into this Lease. Accordingly, the terms and provisions of this Lease shall supersede and replace the Existing Lease in its entirety and all of the rights and obligations of the Parties shall be controlled by this Lease.

35. Miscellaneous.

- a. Town and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.
- b. With the exception of applicable laws, ordinances, rules, regulations, and specifications, this Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties.
- c. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws provisions of such State or Commonwealth.
- d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

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e. All approvals and consents to be provided by either party in accordance

ATC Site No: 82086

PV Code 809/VzW Contract No: 10436 Site Name: Downtown Castle Rock with the terms of this Lease shall be provided in good faith and shall not be unreasonably withheld, delayed or conditioned.

This Lease was executed as of the date first set forth above.

[Signature pages to follow.]

Town of Castle Rock, Colorado, a home rule municipal corporation,	
Signature:	
Print Name:	_
Title:	
Date:	
Signature:	
Print Name:	_
Title:	
 Date:	

TOWN:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: American Tower Delaware Corporation, a Delaware corporation
Title: Attorney-in-Fact

Signature: ____
Print Name: ____
Title: ____
Date: ____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Town the Collocation Fee, provided all requirements in this Lease have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s). The undersigned agrees to be bound by the terms of the Lease to the extent it exercises the rights and privileges of Tenant hereunder.

American Tower Delaware Corporation

a Delaware corporation

Signature: ______
Print Name: ______
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

The Property

Tenant shall have the right to replace this description with a description obtained from Town's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Town as described in a deed (or deeds) to Town of which the Premises is a part thereof with such Property being described below:

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12; Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records; Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records; Thence S 81°30'00"E a distance of 305.72 feet along the South line of the said Callaway property; Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet: Thence S 04°45'30"E a distance of 279.30 feet; Thence N 80°50'40"E a distance of 89.50 feet; Thence S 34°18'00"E a distance of 96.40 feet; Thence S 27°24'05"E a distance of 77.04 feet; Thence S 62°35'55"W a distance of 106.60 feet; Thence N 70°41'25"W a distance of 170.27 feet; Thence S 84°28'00"W a distance of 269.52 feet; Thence S 74°36'00"W a distance of 153.14 feet to a point of the East line of the Jensen property as recorded in Book 158 at Page 399 of the Douglas County records; Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision; Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records; Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property; Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at Page 227 of the Douglas County records; Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

EXHIBIT B

PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Premises consists of the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any). The Property as defined in the Existing Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Lease (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant).

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

ATC Site No: 82086 PV Code 809/VzW Contract No: 10436

Site Name: Downtown Castle Rock

Prepared by and Return to:

American Tower 10 Presidential Way Woburn, MA 01801

Attn: Land Management/Andrew Sherman, Esq.

ATC Site No: 82086

ATC Site Name: Downtown Castle Rock

Assessor's Parcel No(s): 0416071

Prior	Recorded	Lease
Refer	ence:	

Book _____, Page ____ Document No: 2009001761

State of Colorado County of Douglas

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into as of the latter signature date hereof, by and between **Town of Castle Rock**, **Colorado**, a home rule municipal corporation ("*Town*") and **Cellco Partnership d/b/a Verizon Wireless** ("*Tenant*").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Lease. Town is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel"). Town (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Property Lease Agreement dated March 5, 1998 (as the same may have been amended from time to time, collectively, the "Existing Lease") which has merged into that certain Amended and Restated Property Lease Agreement dated _______ (the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "Leased Premises"), which Leased Premises is also described on Exhibit A.
- 2. <u>American Tower</u>. Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with American Tower Delaware Corporation, a Delaware corporation and/or its parents, affiliates and subsidiaries ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record

ATC Site No: 82086

PV Code 809/VzW Contract No: 10436 Site Name: Downtown Castle Rock and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

- 3. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be February 28, 2058. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 4. <u>Leased Premises Description</u>. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on <u>Exhibit A</u> with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Town shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
- 5. **Right of First Refusal**. There is a right of first refusal in the Lease.
- 6. <u>Effect/Miscellaneous</u>. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Town hereby grants the right to Tenant to complete and execute on behalf of Town any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
- 7. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Town at: Town Manager, Town of Castle Rock, 680 N. Wilcox Street, Castle Rock, Colorado 80104; with a copy to: Town Attorney, Town of Castle Rock; 680 N. Wilcox Street, Castle Rock, Colorado 80104; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
- 8. <u>Counterparts</u>. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
- 9. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Town and Tenant have each executed this Memorandum as of the day and year set forth below.

TOWN	2 WITNESSES
Town of Castle Rock, Colorado, a home rule municipal corporation	
Signature: Print Name:	Signature:
	Print Name:
Title:	Signature:
Date:	Print Name:
WITNESS ANI	D ACKNOWLEDGEMENT
State/Commonwealth of	
County of	
Notary Public, personally appeared who proved to me on the basis of satisfact is/are subscribed to the within instrument a the same in his/her/their authorized capaci	, 202, before me, the undersigned ory evidence, to be the person(s) whose name(s) and acknowledged to me that he/she/they executed ty(ies), and that by his/her/their signature(s) on the n which the person(s) acted, executed the instrument
WITNESS my hand and official seal.	
Notary Public	_
Print Name: My commission expires:	[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT	WITNESS		
Cellco Partnership d/b/a Verizon Wireless			
By: ATC Sequoia LLC, a Delaware limited liability company Title: Attorney-in-Fact Signature:	Signature: Print Name:		
Print Name:	Signature:		
Title:	Print Name:		
Date:			
WITNESS AND ACKNOWLEDGEMENT Commonwealth of Massachusetts County of Middlesex			
On this day of, 202, before me, the undersigned Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.			
WITNESS my hand and official seal.			
Notary Public			
Print Name: My commission expires:	[SEAL]		

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Town's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Town as described in a deed (or deeds) to Town of which the Leased Premises is a part thereof with such Parent Parcel being described below:

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12: Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records; Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records; Thence S 81°30'00"E a distance of 305.72 feet along the South line of the said Callaway Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet: Thence S 04°45'30"E a distance of 279.30 feet; Thence N 80°50'40"E a distance of 89.50 feet; Thence S 34°18'00"E a distance of 96.40 feet; Thence S 27°24'05"E a distance of 77.04 feet; Thence S 62°35'55"W a distance of 106.60 feet; Thence N 70°41'25"W a distance of 170.27 feet; Thence S 84°28'00"W a distance of 269.52 feet; Thence S 74°36'00"W a distance of 153.14 feet to a point of the East line of the Jensen property as recorded in Book 158 at Page 399 of the Douglas County records; Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision; Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records; Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property; Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at

Thence N $63^{\circ}57'00$ W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

Page 227 of the Douglas County records;

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Existing Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Lease (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EXHIBIT D

CURRENT COLLOCATORS

The following Collocators have active leases as of the Effective Date:

- 1. Verizon Wireless
- 2. T-Mobile
- 3. Sprint

RESOLUTION NO. 97- 148

A RESOLUTION APPROVING A PROPERTY LEASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND U S WEST NEW VECTOR

WHEREAS, the Town of Castle Rock ("Town") and U.S. West NewVector ("U S West") agree to the terms and conditions of the Property Lease Agreement.

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

1 is hereby approved. The Mayor and other properthe agreement by and on behalf of the Town of C	Castle Rock, Colorado.
by the Town Council of the Town of Castle Rock of5 for and0 against.	this 25th day of <u>SEPTEMBER</u> , 1997, k, Colorado, on first and final reading, by a vote
ATTEST:	TOWN OF CASTLE ROCK
Sally A. Misare, Town Clerk	Donald K. Jones, Mayor
Approved as to form:	
Robert J. Slentz, Town Attorney	
Signatures found on	Contract

Project Name: Den DTO Castle Rock - CP1 (Alt. 2)

Project No.: 171334707N

PROPERTY LEASE AGREEMENT



5th day of March, 1998,

Background

- A. Town is the owner in fee simple of a parcel of land located in the Town of Castle Rock, Douglas County, State of Colorado, legally described on the attached *Exhibit A* (the "Property").
- B. Tenant desires to lease space on that portion of the Property ("Premises") measuring approximately ninety-two feet by thirty five feet (92' x 35'), described on the attached *Exhibit B*, for the installation, operation and maintenance of certain equipment which may include an equipment shelter/cabinets, antenna support structure ("Tower"), antennas, connecting cables and any appurtenances (collectively, "Equipment") for use in connection with its wireless communications service, together with the right of access and utilities.
- C. Town and Tenant intend by this Lease to provide authority for Tenant to accommodate a collocation of communication facilities for Western Wireless and U S West Wireless (collectively the "Collocators") together with that of Tenant in accordance with the terms of this lease.
- D. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below. The capitalized terms used herein shall have the meaning set forth herein.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. Leased Premises. Town leases to Tenant and Tenant leases from Town, on an exclusive basis, except for collocation of facilities as provided in Section 4 of this Lease, the Premises as specified and described on the Site Plan attached as Exhibit B for the construction, operation and maintenance of a communication facility, including a Tower, antennas and related equipment consistent with the use permitted in accordance with Section 5 of this Lease, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right(s)-of-way to the

Page

premises. Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Tenant's use of the Premises. Further, Lessor will grant to Tenant any and all necessary easements for the placement of guy anchors required to secure the guyed Tower. Tenant intends to locate its Equipment, as described more fully on the attached *Exhibit C*, on the Premises. Tenant may not add Equipment, other than as may be added by the Collocators, in addition to that shown on *Exhibit C* or provide a use other than as described in Section 4 of this Lease, other than as approved in writing by the Town, which approval shall not be unreasonably withheld, and in accordance with any applicable ordinance.

This Lease is not a franchise nor is it a permit to use the Rights-of-Way. Any such franchise or permit must be obtained separately from Town.

2. Term. This Lease shall commence on March 5, 1998x1997 (the "Commencement Date") for an initial term of five (5) years. This Lease may be renewed at Tenant's option for two additional five (5) year terms. Renewal shall occur automatically unless Tenant shall provide written notice of expiration of this Lease no less than 60 days prior to expiration of the preceding term. Upon the conclusion of the second renewal term, this Lease may be renewed by Tenant for five (5) additional one (1) year terms, such renewal shall occur automatically unless Tenant or Town provides written notice of expiration of the Lease no less than 60 days prior to expiration of the preceding one (1) year term.

3. <u>Rent</u>.

- A)
- b. Tenant shall pay the Town a late payment charge equal to five percent (5%) of the amount due for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of twelve percent (12% per annum until the delinquent payment is made in full.
- c. Rent shall be increased yearly by an amount equal to the CPI as determined in accordance with the attached *Exhibit D*.
- d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant, less any expenses or damage incurred by Town as a result of the termination, including but not limited to, any expenses of removal.

- e. At the time of execution of this Lease, Tenant shall pay to the Town the lesser of fifty percent or \$6,000 of Town's costs related to the technical consulting, drafting and negotiation of this Lease. Town shall provide to Tenant invoices or other evidence of Town's lease related costs.
- 4. <u>Collocation</u>. Tenant shall allow the Town, pursuant to a lease agreement substantially similar to this Lease, at no cost to the Town, to locate, communications facilities (including, but not limited to antennas, transmitters, receivers, support equipment, buildings and facilities on Tenant's Tower and on a portion of the Property for the purposes of fire, police, public safety, ethernet and other governmental and public communication purposes ("Governmental Agency"). Tenant shall also provide to Town the use of Tenant's facilities, including a separately enclosed and accessed portion of Tenant's equipment shelter, as specifically set forth in the attached *Exhibit E* and the plans as approved by Town. The parties intend that Collocators shall also collocate on the Tower and Premises. The term "Collocator" and "Collocation", as used in this Lease, shall refer only to the entities referenced in Recital C and not to Tenant, the Town or a Governmental Agency, that collocates on the Tower. Neither NewVector nor the Town shall be included in the definition of a Collocator as that term is used in this Lease.

Tenant shall allow collocation on the Tower and a portion of the Premises. Tenant and the Collocators shall negotiate in good faith to accomplish collocation on the Tower and the Premises. Good faith negotiations shall include offering a Collocator the opportunity to rent space on the Tower and Premises at fair market value.

Collocators desiring to collocate on the Tower must enter into separate written agreements with the Tenant relating to use of the Tower and the Premises. In addition to the terms of any proposed sublease between the Collocators and the Tenant, the Collocators shall be bound by all of the terms and conditions of this Lease. A Collocator shall negotiate in good faith with Tenant regarding compensation acceptable to Tenant for use of the Tower and a portion of the Premises.

Any future entity desiring to collocate on the Tower must enter into separate agreements with both Tenant (relating to use of the Tower) and the Town (for the lease of the Property for the installation of equipment shelters/cabinets and access).

Any proposed future lessee of Tenant which is a Governmental Agency shall be required to enter into a separate agreement substantially similar to this Lease, which shall not require payment of rent to Tenant, prior to locating any antennas or related equipment on the Town's space on Tenant's tower.

Collocation by the Collocators or any Governmental Agency, excluding the contemplated usage by the Town, shall be subject to the following conditions, in

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addition to the interference requirements of Section 15 of this Lease, which shall be incorporated into the agreements between the Tenant and the Collocators or any Governmental Agency, as appropriate.

- a. <u>Technical Report</u>. Each potential Collocator shall provide Tenant and the Town with detailed specifications for and the weight of the proposed antennas and the proposed transmission frequencies, together with an engineering report satisfactory to Tenant, the Town and the Collocators showing that the Tower will support the load, and that the use of the new antennas at the specified frequencies will not cause any interference to Tenant, the Town or other Collocators.
- b. <u>Costs</u>. Each Collocator shall pay all costs associated with the installation, maintenance and use of its antennas and related equipment, equipment storage pads, equipment shelter/cabinets, including without limitation, utilities.
- c. <u>Indemnification</u>. Each Collocator shall indemnify and hold harmless Tenant and the Town from all claims and liabilities with respect to the Collocator's use of the new antennas, and agree to name Tenant and the Town as additional insureds under its general liability insurance policy.
- d. <u>Permits/Approvals</u>. Each Collocator shall be responsible for all government permits and satisfaction of all other regulatory approvals with respect to the installation and use of the new antennas, and shall comply with all federal, state and local laws and regulations in constructing and using its own equipment and facilities on the Premises.
- e. <u>Structural Upgrade to Tower</u>. The parties recognize that the structural loading of the Towner may reach its limits if the Town and the Collocators add equipment to the Tower, in addition to Tenants antennas and equipment. In the event that any structural upgrades to the Tower or a Tower replacement are necessitated in whole or in part because of future equipment added to the Tower by the Collocator, the structural upgrades or Tower replacement shall be paid for by the Collocator.
- f. <u>Collocator Location Areas</u>. Each potential Collocator or Governmental Agency shall be entitled to locate only on the area designated as the Collocator platform area and/or the Town Platform area designated on *Exhibit C* of this Lease. All Collocator locations shall be at least ten (10) feet above or below the centerline of Tenant's antennas. The centerline of the antennas for Tenant and the Collocators shall be situated on the Tower as set forth and in accordance with the approved plans, *Exhibit F*.

5. Use of Premises.

- a. Tenant shall use that portion of the Premises leased herein for the installation, operation, and maintenance of its Equipment for the transmission, reception and operation of a wireless communication system and uses incidental thereto and for no other uses. The Town may permit others to use other portions of the Property provided that such other uses do not interfere with or impede the use of the Premises by Tenant or a Collocator. Tenant may erect and operate such Equipment on the Premises as identified in *Exhibit C*.
- b. Tenant shall, at its expense, comply with all applicable federal, state, and local laws, ordinances, rules and regulations in connection with the provision of service and the use, operation, maintenance, construction and/or installation of Equipment and/or the Premises. Town agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, any licenses, permits or other governmental approvals required for or substantially required by Tenant's use of the Premises. The Town Council has approved the Use by Special Review necessary for the communication facility, including but not limited to the Tower and Equipment. In the event any future land use approvals are required by the Town (excluding building permits for Tenant's construction and operation of the communication facility described in *Exhibits B and C*), the Town shall submit all necessary land use applications required by the Town for Tenant's construction and operation of the above-mentioned communication facility and will obtain any such permits that may be required at the earliest feasible date, at the cost and expense of the Town.
- c. Tenant shall remove the Equipment from the Premises upon termination of the Lease. Such removal shall be done in a workerlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Town or any of Town's assignees or lessees, or any Collocators. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Town consents to such non-removal, title to the affected improvements shall thereupon be transferred by Tenant to Town, at no cost to Town, and the same thereafter shall be the sole and entire property of Town, and Tenant shall be relieved of its duty to otherwise remove same.
- d. Upon removal of the Equipment and other improvements (or portions thereof) Tenant shall restore the affected area of the Premises as reasonably possible to its original condition, excepting normal wear, tear and casualty events.
- e. All costs and expenses for the removal and restoration to be performed by Tenant above shall be borne by Tenant, and Tenant shall hold Town harmless from any costs and expenses thereof.
 - 6. <u>Construction Standards</u>. The Equipment shall be installed on the Premises

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in a good and workerlike manner without the attachment of any construction or other liens.

7. <u>Installation of Equipment.</u>

- a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Equipment as described on Exhibit C. Town will review or has reviewed Tenant's plans for the Tower, antenna locations and equipment installation. Tenant shall ensure installation in accordance with the approved plans. The plans of the Collocators for their respective antennas and equipment shall be reviewed and approved in advance by Town and shall be installed according to the approved plans.
- b. Any damage done to the Premises during installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Town's reasonable satisfaction. Tenant shall pay all costs and expenses in relation to maintaining the integrity of the Premises in connection with Tenant's installation and operations of the Equipment.
- c. Within thirty (30) days after the Commencement Date, Tenant shall provide Town with as-built drawings of the Equipment and the improvements installed on the Premises, which show the actual location of all Equipment consistent with *Exhibit C*. Said drawings shall be accompanied by a complete inventory of all such Equipment.
- 8. <u>Town Study</u>. Town may, at any time, conduct an interference study indicating whether Tenant's use of the Premises will interfere with Town's current or proposed use thereof. In the event that such a study indicates that Tenant's use does cause radio frequency interference with Town's communication use, Town may require that Tenant mutually agree upon the necessary shielding or perform other remedial measures to be implemented to cure the interference.
- 9. Equipment Upgrade. Tenant may update or replace the Equipment from time to time with the prior written approval of Town, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Premises is approved in writing by Town. Tenant shall submit to Town a detailed proposal for any such replacement facilities and any supplemental materials as may be reasonably requested, for Town's evaluation and approval.

10. Maintenance.

a. Tenant shall, at its own expense, maintain the Premises and

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Equipment on or attached to the Premises in a safe condition, in good repair and so as not to conflict with the use of others leasing of the Premises from Town. In addition to the other provisions contained herein, Tenant shall not interfere with the use of the Premises, related facilities or other equipment of other entities existing on the Premises as of the date of this Lease.

- b. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Town services.

11. Premises Access.

- a. Tenant and Town shall have access to the Premises seven days per week and 24 hours per day.
- b. Where access to the Premises is through a locked gate, Tenant shall be responsible for its actions and those of its employees, agents and contractors for the locking of such gate upon entry and departure from the Premises.
- 12. <u>Utilities</u>. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities, if reasonably feasible, associated with its use of the Premises and shall timely pay all costs associated therewith.
- 13. <u>License Fees</u>. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.
- 14. Approvals: Compliance with Laws. Subject to the provisions of Section 5.b of this Lease, Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority or from any other necessary person or entity. Tenant shall erect, maintain and operate its Equipment in accordance with the applicable site standards, statutes, ordinances, rules and regulations of any federal, state or local authority. In the event Tenant fails to satisfy the above-mentioned contingencies within ninety (90) days of the effective date of this Lease, this Lease and any sublease shall be void unless otherwise agreed to by the Town.
- 15. <u>Interference</u>. Tenant agrees that Tenant's installation, operation and maintenance of its Equipment shall not damage or interfere in any way with Town's operations and maintenance as contemplated and set forth in the Town approved

Tenant agrees to cease all such actions which interfere with Town's contemplated use of the Premises. With regard to change in use or future use, Town and Tenant shall enforce sound radio engineering standards and practices implemented and consistent with industry practices and governmental regulations, and diligently and in good faith resolve radio frequency interference problems that may arise between each other and/or Collocators or any other Governmental Agency. Neither Town nor Tenant shall interfere with the operations of the other. In order to identify potential interference to an existing user's signals, prior to placing the equipment into service, the entity installing the equipment shall perform certain interference tests consistent with industry standards and will agree to utilize any filters or other additional equipment necessary to prevent such interference. In the event of any such interference, the entity causing the interference shall take all actions necessary to eliminate such interference in accordance with generally accepted technical standards. If the entity does not correct or commence to correct, within twenty-four (24) hours of receipt of written notice of objectionable interference which, in the reasonable discretion of existing users, materially degrades the operations of existing users on the Premises, the entity causing the interference shall discontinue operating its equipment immediately upon demand, unless and until it can be operated without interference, within the reasonable discretion of the entity which is subjected to the interference, or shall replace the interfering equipment with alternate equipment that does not cause such interference.

Tenant agrees that any future occupants of the Tower subsequent to Tenant will be required to provide Tenant with these same protections against interference, and that Tenant shall have the obligation to eliminate any interference with the existing operations of Town caused by such subsequent occupants. In the event any such interference is not eliminated to the reasonable satisfaction of Town, Tenant shall ensure that those occupying the tower after Tenant, including Tenant, shall remove any and all equipment interfering with Town.

Town shall comply with the provisions of this Section of the Lease regarding any communication equipment and users which may occupy the portion of the Property outside of the Premises. In the event any other entity, including a Governmental Agency, requests a lease and/or permission to place any type of additional antenna(s) or transmission facility on the Tower or Premises, the procedures set forth in this Section and Section 4 of this Lease shall govern to determine whether such antenna(s) or transmission facility will interfere with Tenant's transmission operations or that of any other existing user occupying space on the Tower.

If Town receives any such request, Town shall submit a proposal, complete with all technical specifications reasonably requested by Tenant, to Tenant for review for noninterference; however, Town shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical

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specifications for its proposed facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antenna(s) or facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such 30 day period and Tenant's objections are verified by Town to be valid, then the requesting party shall not proceed with such proposal unless the requesting party modifies the proposal in a manner determined, in the Town's and Tenant's reasonable judgment, to adequately reduce the interference. In that case, such requesting party may proceed with the proposal.

Tenant's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Premises which pre-existed Tenant's facilities. If Tenant's facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Town may terminate this Lease.

16. <u>Default and Town's Remedies</u>. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums due to Town, and does not cure such default within ten (10) days after receipt of written notice; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after receipt of written notice from Town specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a default, Town shall have the right, at it's option, in addition to and not exclusive of any other remedy Town may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove the Equipment (and proceed as set forth in paragraph 4(c)) and pay Town a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Town for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Town may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Town hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Town any deficiency monthly, notwithstanding that Town may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Town may bring an action therefor as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Town shall be construed as an election on Town's part to terminate this Lease, regardless of the extent of renovations and alterations by Town, unless a written notice of such intention is given to Tenant by Town. Notwithstanding any reletting without termination, Town may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Town for recovery of possession of the Premises, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, Tenant shall pay to the Town all expenses incurred, including reasonable attorney fees.

- Town may at any time, after notice, cure the default for the account of and at the expense of Tenant. If Town is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Town's rights under this Lease, the sums so paid by Town, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Tenant to Town on the first day of the month following incurring the respective expenses.
- 18. Optional Termination. This Lease may be terminated (a) by Tenant if it is unable to obtain, within 60 days of the effective date of this Lease, or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Tower, Equipment or Tenant's permitted business hereunder; (b) by either party upon default of the other of any covenant or term hereof, which default is not cured within sixty (60) days following receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); and (c) by Tenant if its communication facilities are or become unacceptable under its designs or engineering specifications for its communications facilities or for the communications systems to which the communications facilities belong; and (d) by Town in the event Tenant becomes insolvent or bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant.

Upon termination of this Lease for any reason, Tenant shall remove its Equipment and leasehold improvements from the Premises, in accordance with 5(c) of this Lease, on or before the date of termination, and shall repair any damage to the

Page 10 Premises caused by such Equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed or conveyed to Town in accordance with 5(c) of this Lease by the end of Lease term or upon Lease termination shall immediately become the property of Town.

- 19. <u>Liquidated Damages: Termination</u>. Notice of pursuant to paragraph 18(a) shall be given to Town in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Town. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except as otherwise provided in this Lease or by applicable law.
- Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Town. In such event, Tenant shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear, tear and casualty excepted. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Town shall have no obligation to repair any damage to any portion of the Premises.
- Condemnation. In the event the Premises are taken by any entity other than Town by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a significant portion of the Premises which substantially affects the operation of Tenant's business is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Town shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof since all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Town. Tenant shall have the right to claim and recover from the condemning authority, other than the Town, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its Equipment and leasehold improvements.

22. Indemnity and Insurance.

- a. <u>Disclaimer of Liability</u>: Town shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Equipment unless such injury or damage arises from the negligence or willful misconduct of the Town, its officers, agents or employees.
- b. Indemnity: During the term of the Lease, Tenant shall indemnify and hold Town harmless against any claim of liability or loss (including, without limitation, reasonable attorneys fees and costs) from personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property caused by the acts or omissions of Tenant, its servants or agents or any other party for whom Tenant may be responsible, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation, except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Town, its servants, agents, or any other party for whom Town may be responsible.
- c. Governmental Immunity: The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Governmental Immunity Act, \$24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.
- d. <u>Assumption of Risk</u>: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, unless caused by Town, its employees, agents or contractors and Tenant hereby agrees to indemnify and hold harmless the Town against and from any claim asserted or liability imposed upon the Town for personal injury or property damage to any person (other than from Town's negligence) arising out of Tenant's installation, operation, maintenance or use of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- e. <u>Insurance</u>: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

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- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each accident. Town shall not, under any circumstances, be required or obligated to provide Workmen's Compensation benefits to any officer, employee, agent, contractor or subcontractor of Tenant.
- ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of Colorado state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.
- iv. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, radios, antenna, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Equipment. Upon completion of the installation of the Equipment, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Equipment. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- v. Business interruption insurance coverage in an amount sufficient to cover such loss of revenues for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Equipment which is damaged and caused the loss of revenue.
- vi. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
 - vii. The coverage amounts set forth above may be met by a

combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

f. <u>Listed Insureds</u>: All policies, except for business interruption and worker's compensation policies, shall list Town and all associated, affiliated, allied and subsidiary entities of Town, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain wording as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, provided that such interest does not increase a policy's liability limit."

- g. <u>Evidence of Insurance</u>: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Lease shall be filed and maintained with Town prior to commencement of the term of the Lease. Tenant shall immediately advise Town of any claim or litigation that may result in liability to Town.
- h. <u>Cancellation of Policies of Insurance</u>: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Town by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in the Lease."

- i. <u>Insurance Companies</u>: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A + or better by A.M. Best Company.
- j. <u>Deductibles</u>: All insurance policies may be written with deductibles, not to exceed \$10,000 unless approved in advance by Town. Tenant agrees to indemnify and save harmless Town, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive commercial general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Lease with appropriate limits of insurance.

- I. Review of Limits: Once during each calendar year during the term of this Lease or any renewals thereof, Town may review the insurance coverages to be carried by Tenant. If Town determines that higher limits of coverage are necessary to protect the interests of Town or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.
- Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance, except as required in Tenant's business. Tenant further agrees to hold Town harmless from and indemnify Town against any release of any such hazardous substance arising directly or indirectly from Tenant's use and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Town shall be solely responsible for and will defend, indemnify, and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property arising from Town's use of hazardous substances or any such substances on or affecting the Property which precede the date Tenant commences use on the Premises.
- 24. <u>Holding Over</u>. Any holding over after the expiration of the term hereof, with the consent of the Town, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and covenants and conditions herein specified.
- 25. <u>Subordination to Mortgage</u>. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates, subject to non-disturbance by the mortgagor, all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Town's request, execute any additional documents necessary to indicate this subordination, provided they

any additional documents necessary to indicate this subordination, provided they include non-disturbance provisions reasonably satisfactory to Tenant.

- 26. <u>Security Deposit</u>. Contemporaneously with the execution of this Lease, Tenant has deposited with the Town the sum of \$1,000 (One Thousand Dollars) as a security deposit. The deposit shall be held by the Town, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof.
- 27. <u>Acceptance of Premises</u>. By making non-exclusive use of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Town makes no representation or warranty with respect to the condition of the Premises and Town shall not be liable for any latent or patent defect in the Premises.
- 28. <u>Estoppel Certificate</u>. Tenant shall, at any time and from time to time upon not less than twenty (20) days prior request by Town, deliver to Town a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which Rent and other charges have been paid; and (c) so far as the person making the certificate knows, Town is not in default under any provisions of the Lease.
- 29. <u>Notices</u>. Except as otherwise provided herein, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Town, to:

Town Manager

Town of Castle Rock 680 N. Wilcox Street

Castle Rock, Colorado 80104

With a copy to:

Town Attorney

Town of Castle Rock 680 N. Wilcox Street

Castle Rock, Colorado 80104

If to Tenant, to:

U S WEST NewVector Group, Inc.

Attn: Property Management 3350 161st Avenue SE M/S 223

Bellevue, WA 98009

Telephone: (425) 603 2100 747-4900

With a copy to: US West NewVector Group, Inc.

Real Estate and Zoning Manager 7028 South Clinton Street Englewood, Colorado 80112 Telephone: (303) 754-6200

- 30. Assignment. Except as otherwise provided herein, Tenant shall not sublet the whole or any part of the Premises. Tenant shall not assign or transfer this lease without the prior written consent of Town which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right without consent, with prior notice to Town, to assign or transfer this Lease to any parent, subsidiary or affiliate entity of Tenant, specifically including, but not limited to, the communications entities which may emerge from the joint venture pending between U S West, Inc. and AirTouch Communications, Inc., which assignment, transfer or sublease shall fully release Tenant from any further obligations or liability under the terms, covenants and conditions of this Lease, commencing on the effective date of the assignment, transfer or sublease.
- 31. <u>Successors and Assigns</u>. This Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.
- 32. <u>Non-Waiver</u>. Failure of Town to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Town shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. The receipt of any sum paid by Tenant to Town after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

33. Taxes.

- a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments which are levied or assessed due to Tenant's use or improvement of the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Town, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.
- b. Tenant shall indemnify Town from any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

- c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments, if any, now imposed on property, there is imposed a tax upon or against the rentals payable by Tenant to Town, Tenant shall pay those amounts in the same manner as provided for in the payment of real and personal property taxes.
- 34. <u>Approvals</u>. Tenant shall be responsible for obtaining all necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the Town is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Tenant from any person or entity.

35. <u>Miscellaneous</u>.

- a. Town and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.
- b. With the exception of applicable laws, ordinances, rules, regulations, and specifications, this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- c. This Lease shall be construed in accordance with the laws of the State of Colorado.
- d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- e. All approvals and consents to be provided by either party in accordance with the terms of this Lease shall be provided in good faith and shall not be unreasonably withheld, delayed or conditioned.

This Lease was executed as of the date first set forth above.

ATTEST:

TOWN OF CASTLE ROCK

Gally a. Mis	M_	Dona	elle	Den
Sally A. Misare, Town Clerk		Donald K. J	ones, Mayo	r
Approved as to form:				
Robert J/Slentz, Town Attorn	ney			
STATE OF COLORADO COUNTY OF Douglas)) ss.)			
The foregoing instrumed day of March K. Jones as Mayor of the Tow	_, 199 <i>8</i> 7 by	Sally A. Misare	as Town Cl	6 ^{r N} lerk and Donald
Witness my offic My commission e				
(SEAL)		Shane Notary Publ	ic	
J. L. KING NOTARY PUBLIC STATE OF COLORADO				

U S WEST NEW VECTOR GROUP, INC.
By: Carold Smith
Its: Corporate Real Estate Manager
STATE OF ωA
COUNTY OF King) ss.
The foregoing instrument was acknowledged before me this the day of
Witness my official hand and seal. My commission expires: $4/29/2000$
(SEAL) INTERPOLATION OF THE PROPERTY OF THE PR
Notary Public Notary Public

Exhibit A page 1 of 1 The Property

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12;

Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records;

Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records;

Thence S 81°30′00"E a distance of 305.72 feet along the South line of the said Callaway property;

Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet;

Thence S 04°45'30"E a distance of 279.30 feet;

Thence N 80°50'40"E a distance of 89.50 feet;

Thence S 34°18'00"E a distance of 96.40 feet;

Thence S 27°24'05"E a distance of 77.04 feet;

Thence S 62°35'55"W a distance of 106.60 feet;

Thence N 70°41'25"W a distance of 170.27 feet;

Thence S 84°28'00"W a distance of 269.52 feet;

Thence S 74°36′00"W a distance of 153.14 feet to a point of the East line of the Jensen

property as recorded in Book 158 at Page 399 of the Douglas County records;

Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision;

Thence N 35°17′00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records;

Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property;

Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at Page 227 of the Douglas County records;

Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

DEN-DTOCASTLE ALT. 1

LEGAL DESCRIPTION - LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 49°15'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

PREPARED NOVEMBER 21, 1997 BY: C. R. MOORE LAND SURVEYING P. O. BOX 5153 ARVADA, CO. 80005 303-422-1918

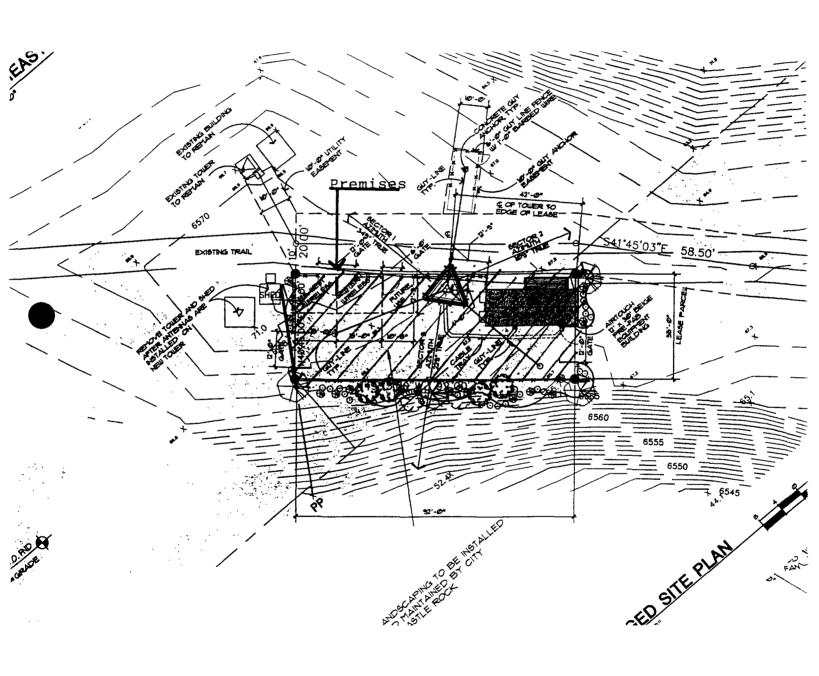
FILE: CASTLE1.WPD

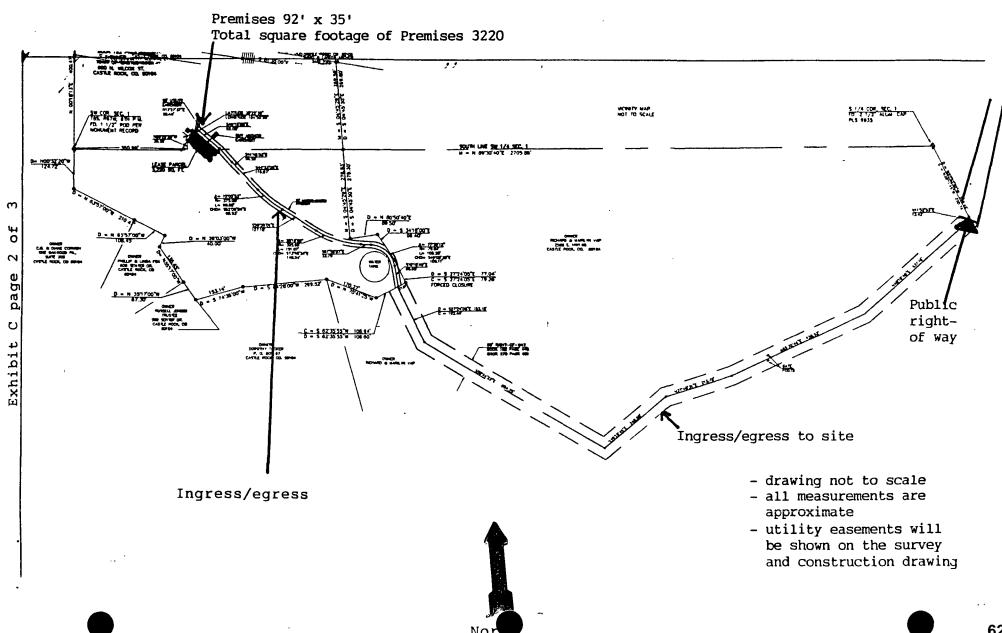
622



North

Premises 35' x 92': total 3,220 square feet





SOUTHWEST ELEVATION

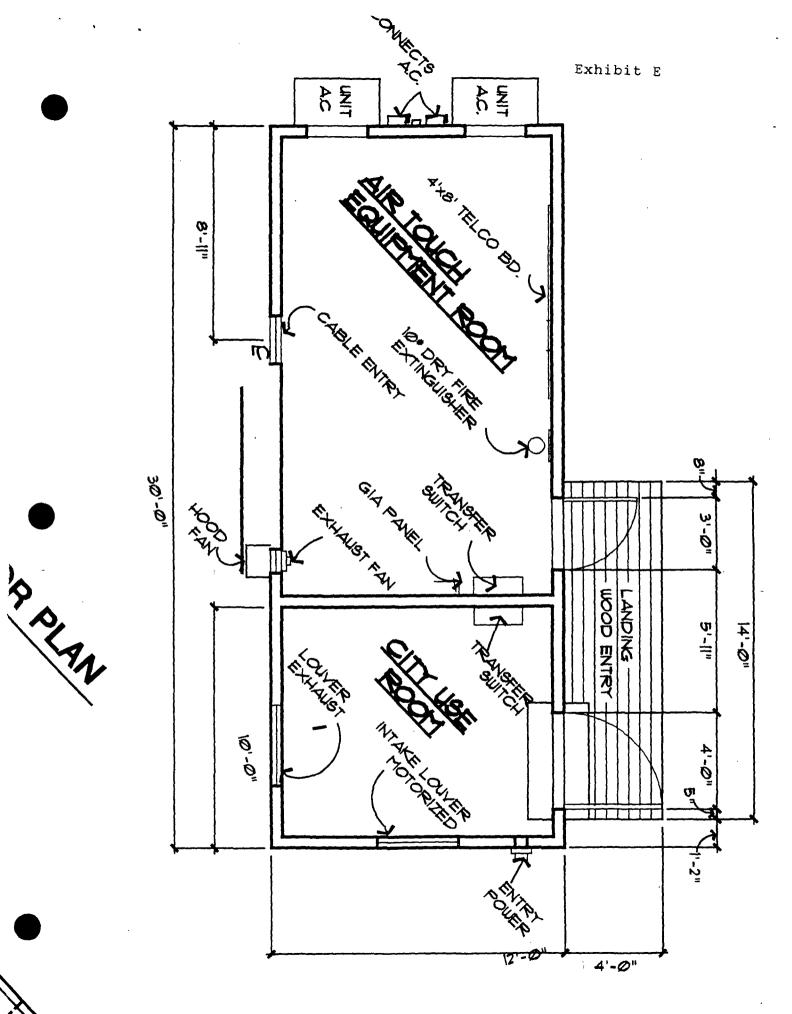
EXHIBIT D

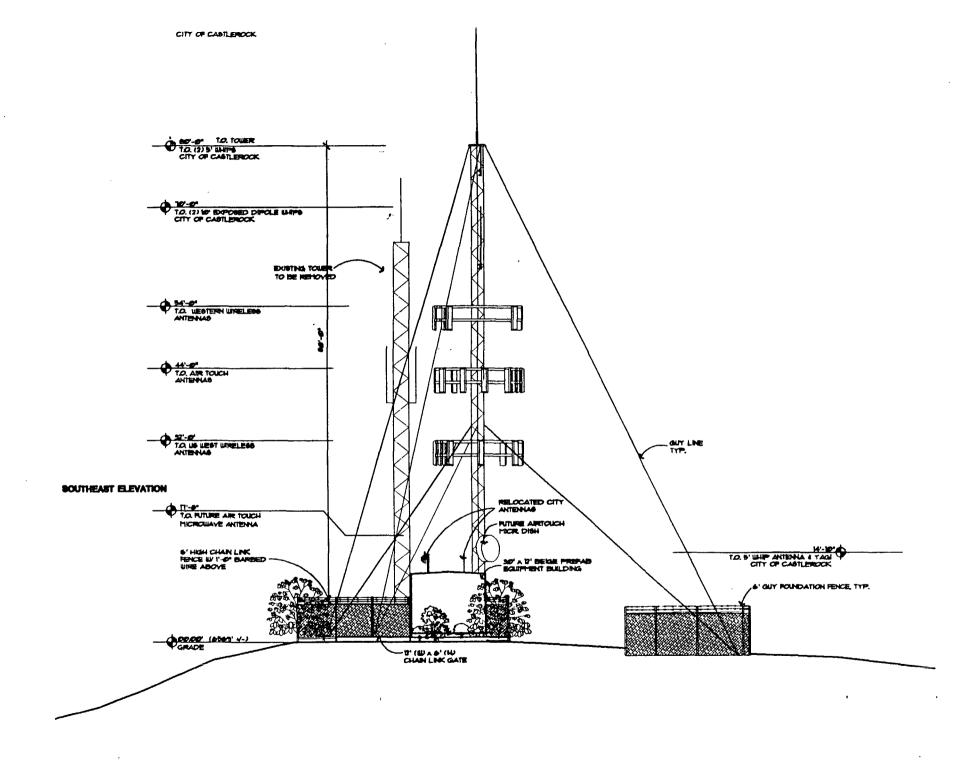
CPI Clause

<u>CPI Rent Adjustment</u>. The initial Annual Rental provided for herein (\$) shall be subject to adjustment on the commencement date of the First Renewal Term and each Renewal Term thereafter ("Adjustment Date") as follows:

The base for computing the adjustment shall be the Consumer Price Index (CPI) published by the United States Department of Labor, Bureau of Labor Statistics, for the City of Denver, All Urban Consumers Index (1982-1984 = 100), which is published for the month that the Lease/Easement commenced under this Agreement ("Base Index"). Two months prior to the Adjustment Date, Lessor/Grantor shall determine the most recently published aforementioned CPI ("Adjustment Index") and notify the Lessee/Grantee. If the Adjustment Index is higher than the Base Index, then the Annual Rental for the following Term shall be set by multiplying the initial Annual Rental set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. Notwithstanding anything contained herein to the contrary, in no case shall the Annual Rental for a given Term be increase more than an average of five percent (5%) per year above the Annual Rental for the preceding Term, and in case shall the Annual Rental for the given Term be less than the Annual Rental in the preceding Term.

f:\...\jlp\agreemnt\pcsprop.lse October 24, 1997







Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 20. File #: RES 2022-093

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Shawn Griffith, Operations Manager

Resolution Waiving Formal Written Bidding Requirement on the Basis of Sole Source for Well 47 and Well 84 VFD Replacement with Applied Ingenuity [Entire

Castle Rock Water Service Areal

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution (*Attachment A*) approving a sole source justification (*Exhibit 1*) with Applied Ingenuity LLC, for Well 47 and Well 84 Variable Frequency Drive (VFD) Replacement Project. for the total amount of \$114,466.

Notification and Outreach Efforts

This project is security sensitive and no public outreach is planned. Work will be performed at remote CRW sites and will be done out of the public eye.

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

On January 7, 2022 the Town Manager approved the renewal of the As Needed Well Repair contract with Applied Ingenuity, LLC. They are the vendor of choice due to their ability to conduct well maintenance, well pump and equipment troubleshooting and repairs, deep well video recording, and the ability and equipment to repair deep groundwater and alluvial water wells. Staff would like to utilize Applied Ingenuity LLC through a sole source justification on this project, as they are familiar with the wells and equipment that are needed.

Discussion

On January 7, 2022 the Town Manager approved the renewal of the As Needed Well Repair contract with Applied Ingenuity, LLC. They are the vendor of choice due to their ability to conduct well maintenance, well pump and equipment troubleshooting and repairs, deep well video recording, and the ability and equipment to repair deep groundwater and alluvial water wells. Staff would like to utilize Applied Ingenuity LLC through a sole source justification on this project, as they are familiar

Item #: 20. File #: RES 2022-093

with the wells and equipment that are needed.

Budget Impact

Funding for both of these purchases will come from the Water CIP VFD Replacement fund, after a budget transfer from the CIP Distribution System Upgrades fund, as follows:

Fund Name	Account Number	Budget Transfer Amount	Current Balance	Cost	Balance After Transfer
Distribution System Upgrades	210-4275-442.77-38	\$36,126	\$167,845		\$131,719
VFD Replacement	210-4275-442.78-81		\$78,340	\$114,466	\$114,466
Total Cost				\$114,466	

Staff Recommendation

Staff recommends Town Council approval of a Resolution approving a sole source justification with Applied Ingenuity LLC, for Well 47 and Well 84 Variable Frequency Drive (VFD) Replacement Project. for the total amount of \$114,466.

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

Resolution Attachment A:

Exhibit 1: Sole Source Justification

Attachment B: Scope of Work for Well 47 and Well 84

RESOLUTION NO. 2022-

A RESOLUTION WAIVING FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE FOR WORK PERFORMED BY APPLIED INGENUITY, LLC

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has identified a contractor to replace the variable frequency drive for Wells 47 and 84 for Castle Rock Water (the "Work"); and

WHEREAS, the Town has determined Applied Ingenuity, LLC (the "Contractor") is best suited to complete the Work as the Work is of a unique nature and utilizing the Contractor will allow for standardization with existing equipment; and

WHEREAS, under the Town Procurement Code, in most instances, the Town Manager has the authority to approve contracts for the purchase of goods or procurement of services in an amount up to and including \$250,000; and

WHEREAS, an exception to this general rule, however, occurs where a contract is entered into without a competitive bidding process based upon a justification that only one known source exists or that only one single supplier can fulfill the requirements ("sole source"); and

WHEREAS, under these circumstances, Town Council must waive the requirement for formal written sealed bids on the basis of sole source for the procurement of work in excess of \$75,000; and

WHEREAS, pursuant to the Town of Castle Rock Municipal Code Section 3.02.060, Town Staff recommends Town Council waive the formal written sealed bid requirement on the basis of sole source for the Work in an amount of \$114,466.00.

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

Section 1. Approval. The sole source justification form is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

PASSE	ED, APPROVE	ED AND ADOP	PTED this _	day of	, 2022 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		



SUBJECT: APPENDIX J – SOLE SOURCE	Approval Date	
JUSTIFICATION FORM	1/1/2018	
DIVISION AND POLICY NUMBER	Revision Date	
PURCHASING	N/A	

COMMODITY OR SERVICE	
VENDOR	
AMOUNT OF PURCHASE \$	
REQUESTORS NAME	
DEPARTMENT	
DEPARTMENT DIRECTOR's Approval	
FINANCE DEPARTMENT's Approval	
TOWN MANAGER's (or Designee) Approval	
PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
L. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	
 The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock. 	
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	
I. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function	

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

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

Applied Ingenuity, LLC. 14920 Harvest Rd. Brighton, Co 80603 Ph. (303) 289-2280 Fax (303) 289-1026

Scope of Work and Proposal

Attn: Mr. Scott Berndt

Date: July 11, 2022

Project: CR 47

From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for installing a new Variable Frequency Drive at the Well 47 site.

Scope of Work: *Applied Ingenuity* proposes the following scope of work and equipment for this project.

Furnish the following equipment:

Labor

Remove existing VFD from location and Install new VFD Labor estimated at \$4,000

Lump Sum, Materials & Labor: \$57,233

Note: Delivery 12-14 weeks.

Terms and Conditions of Purchase

Freight: Will be added to equipment pricing if applicable.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Warranty: *Applied Ingenuity* shall extend the manufacturers normal warranty and shall not be liable for any charges and/or expenses beyond the normal warranty extended by the manufacturer.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Performance Bonding has not been included in the Purchase Order Agreement.

Attorneys Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC*. is selected for this work, please sign below, and return to *Applied Ingenuity, LLC*. with your purchase order.

Accepted by:	
	Date

Applied Ingenuity, LLC. 14920 Harvest Rd. Brighton, Co 80603 Ph. (303) 289-2280 Fax (303) 289-1026

Scope of Work and Proposal

Attn: Mr. Scott Berndt

Date: July 11, 2022

Project: CR 84

From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for installing a new Variable Frequency Drive at the Well 84 site.

Scope of Work: *Applied Ingenuity* proposes the following scope of work and equipment for this project.

Furnish the following equipment:

Labor

Remove existing VFD from location and Install new VFD Labor estimated at \$4,000

Lump Sum, Materials & Labor: \$57,233

Note: Delivery 12-14 weeks.

Terms and Conditions of Purchase

Freight: Will be added to equipment pricing if applicable.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Warranty: *Applied Ingenuity* shall extend the manufacturers normal warranty and shall not be liable for any charges and/or expenses beyond the normal warranty extended by the manufacturer.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Performance Bonding has not been included in the Purchase Order Agreement.

Attorneys Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC*. is selected for this work, please sign below, and return to *Applied Ingenuity, LLC*. with your purchase order.

Accepted by:	
	Date



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 21. File #: MIN 2022-014

Honorable Mayor and Members of Town Council To:

Lisa Anderson, Town Clerk From:

Minutes: July 19, 2022 Town Council Meeting

Executive Summary

Attached are minutes from the July 19, 2022 Town Council meeting for your review and approval.



Town Council Meeting Minutes - Draft

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

Tuesday, July 19, 2022

6:00 PM

Town Hall Council Chambers 100 North Wilcox Street Castle Rock, CO 80104 Phone in: 720-650-7664 Meeting code: 2499 891 0533

www.CRgov.com/CouncilMeeting

This meeting is open to the public and will be held in a virtual format in accordance with the Town Council Electronic Participation, Connected, and Hybrid Meeting Policy. Public may choose to attend in person at Town Hall, or electronically or by phone if preferred. This meeting will be hosted online and can be accessed at www.CRgov.com/CouncilMeeting, or phone in by calling 720-650-7664, meeting code 2499 891 0533 (if prompted for a password enter "July19Council"). All Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast).

All times indicated on the agenda are approximate. Remote participants please visit www.CRgov.com/CouncilComments to sign up to speak to an item, and for related instructions. Public Comments may also be submitted in writing online by 1:00 p.m. July 19, 2022, to be included in the public record.

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Mayor Gray provided the Invocation.

CALL TO ORDER / ROLL CALL

Present: 7 - Mayor Gray, Mayor Pro Tem Bracken, Councilmember Cavey, Councilmember Hollingshead, Councilmember LaFleur, Councilmember Johnson, Councilmember Dietz

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Mayor Gray commented that our community has had some difficult times with the recent murder and that we are mindful that it is an active investigation and to consider the family.

Councilmember Hollingshead thanked staff for the open house last week.

Councilmember Cavey extended her condolences to the victim, his family and friends.

Councilmember LaFleur also extended her condolences, and that it was great to see the community come together for the Winefest.

Councilmember Johnson extended condolences to the family of the victim. Johnson gave updates on the Public works commission meeting she attended with those items are on the agenda tonight. She also attended the Public Arts Commission meeting sharing that Artfest is coming up. Castlewood Ranch has had a spike in vandalism, motorbikes on HOA property, tree damage, graffiti on rocks, and lights damaged. This is the first time they have seen these activities occur in their area, and she encouraged people to report issues. There is also a bear in their neighborhood.

Councilmember Dietz shared the same sentiments and what we can do for the victim. He shared that 19 young men and women showed up at Teen Court which makes him hopeful. He thanked Councilmember Hollingshead for sharing that information.

Mayor Pro Tem Bracken thanked staff for their assistance with the open house. He stated the Winefest was fun. He received emails about the homeless situation and that Commissioner Layden assured him that they will not put a shelter in Castle Rock by the Justice Center.

UNSCHEDULED PUBLIC APPEARANCES

No public comment.

TOWN MANAGER'S REPORT

ID 2022-077 Update: Wireless Communication Facilities

Matt Gohl provided an update on wireless communication facilities around Town. There were code revisions in 2018 to align with federal and state requirements. Staff is reviewing current changes, and staff is reviewing the code to ensure we are in alignment with our code. We have three master agreements in place and one in process. There are 19 wireless facilitates around Town. They meet every other week with Verizon. There are ongoing discussions with T Mobile regarding future sites and ongoing communication with citizens. The Town cannot dictate where towers are put. They have 18 applications and 4 approved for construction. Since 2017 there have been 45 applications received and 1 denied by the Town. He referenced a map of cell sites that are on our website CRgov.com/cellsites.

Councilmember Cavey appreciates his work on this. She is familiar with how this works and it falls under HOA's decision if they want a cell site and suggests citizens reach out to their HOAs. Gohl stated Crystal Valley has an application for a site and other work is being done on the Douglas County area.

Councilmember LaFleur stated she signed up for Verizon home service as it is a new service offered in this area.

Mark Marlowe, Director of Castle Rock Water, updated Council on the drought. Most of Douglas County is in a drought. The primary trigger is a water supply index - the amount of supply vs. demand in the community. They track this daily

and it has been hovering about 1.1 where they thinkdraught about issuing a Stage 1 drought that asks citizens to cut back voluntarily about 10%. Plum Creek is significantly lower than the norm due to the heat and the lack of precipitation. He asked for Council support to monitor the water supply index and if it drops below 1.1 and meets other triggers to issue a Stage 1 Drought.

Councilmember Johnson mentioned she attended the task force meeting today and the outlook is not good, soil conditions, stream flows, chance of a third La Nina winter, compared to 2002-2003 and 2012-2013 and the 1976 drought. This will likely go down as the warmest in Colorado history and that flooding tends to occur in these conditions.

Councilmember Cavey asks if this should also be sent out to the HOAs. Marlowe stated if they go into a drought, they will be communicating to all HOAs along with social media.

Moved by Councilmember LaFleur, seconded by Councilmember Hollingshead, to Delegate to Authorize the Castle Rock Water Director to issue water decisions between now and the next Council meeting. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

ID 2022-079 Update: Calendar Reminders

David Corliss, Town Manager, reminded citizens of the upcoming open houses, National Night Out, Candidate Orientation, Labor Day Holiday, Board and Commissions Appreciation Event, Employee Years of Service Recognition, upcoming neighborhood meeting for Sunset Point (formerly Bella Mesa), and upcoming events at the Amphitheater and the Cattle Drive, Fair Parade, and Boots and Brews.

ID 2022-080 Update: Monthly Department Reports

ID 2022-081 Development Services Project Updates

Tara Vargish, Director of Development Services, provided an update on pre-applications for an accessory dwelling unit on Senter Drive for a detached building; a multi-family project of 99 units and 5 stories in the Town Center; and a fueling station in the Walmart parking lot.

Active applications are the Castle View Senior Multi-family development for a 4 story apartment building for 200 units at Timber Mill Parkway and North Meadows Drive for 55 and older and 60% or less area median income with rental of \$1200-\$1600 per month.

Meadows Town Center is a proposed townhome and multi-family mixed use at Future and Mercantile Streets for 85 units in townhomes and mulit-family mixed use buildings.

Meadows south of Meadows Parkway north of the movie theatre for Affinity Senior multi-family. It is a 4 story senior housing apartment for 174 units, for 55 and over.

Plum Creek residential lots west of West Prestwick Way and Mount Royal Drive to subdivide into three single family residential lots.

Corliss stated the Castle View Senior multi-family is asking that 10% of their fees be waived and it will come to Council when the Site Development Plan comes to them for review.

Councilmember Hollingshead suggested that the name Castle View Senior housing may be confusing next to the high school.

ID 2022-082 Update: Quasi-Judicial Projects

TOWN ATTORNEY'S REPORT

None.

ACCEPTANCE OF AGENDA

Need 1st and 2nd.

CONSENT CALENDAR

RES 2022-075	Resolution Assigning and Transferring to the Douglas County Housing Partnership the Town of Castle Rock's 2022 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds; and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
RES 2022-076	Resolution Approving an Equipment and Goods Purchase Agreement with Envirotech Services, Inc., for the Purchase of 2500 Tons of Ice Slicer
RES 2022-077	Resolution Approving a Construction Contract with 53 Corporation, LLC, for the Covy Court Stormwater Improvements Project [1795-1819 Covy Court]
MIN 2022-013	Minutes: June 21, 2022 and July 5, 2022 Town Council Meetings
	Moved by Johnson, seconded by Councilmember Dietz to approve the Consent Calendar as read. The motion passed by a vote of:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

DIR 2022-015 Discussion/Direction: Employee Compensation, Retention and Recruitment

David Corliss, Town Manager, stated that inflation is hitting our organization and our employees and affects our ability to attract and retain quality employees. We

hired a recruiting position and have done a number of reclassifications. We have seen a number of employee departures, positions staying open, and a lower number of applications. Other employers are reacting. Douglas County offered 4% and a stipend, Parker offered 2%, Parker Water and Sanitation offered \$3 per hour. Our competitors are increasing compensation but we must be mindful that we are managing on limited resources. They recommend a mid-year market adjustment in addition to the merit increase of a market adjustment of \$1 per hour or 3% whichever is higher. That breaks roughly around \$70,000 per year. Entry level positions below \$70,000 would receive a \$250 stipend for the rest of the year. If approved, it would be effective July 9th retroactively. The increases would be permanent, and the stipends would end this year. We have salary savings right now and our 5 year budget and we are in good shape. We are still being conservative on sales tax revenue estimates. The risk of not doing it is not something he would recommend because we will not be able to attract and retain quality employees. If we do more it may impact hiring more fire and police. This would not impact the Town Manager or the Town Attorney.

Councilmember Cavey knows they cannot predict if we have a recession and what if sales tax drops, will we still be able to afford this. Corliss doesn't know with absolute certainty, but we we are very conservative in our estimated revenue and can adjust if needed with things like hiring freezes, etc.

Mayor Gray has seen over the last 20 years and in 2008 we lost a lot of employees and when we recovered, we lost employees to other Towns. Every business is having these problems. Recession may be coming, but inflation is here.

Councilmember Johnson agrees that we want to be competitive with other communities.

Moved by Councilmember LaFleur, seconded by Mayor Pro Tem Bracken, Ito Direct Staff to implement the recommended market adjustment to the Town employee compensation system as outlined in staff recommendation. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

ORD 2022-014 Ordinance Approving the Second Amendment to the 2022 Fiscal Year Budget by Making Supplemental Appropriations for the 2022 Fiscal Year (First Reading)

Trish Muller, Finance Director, presented the second budget amendment as we receive new information or find additional needs. They are requesting a \$19,128,116 increase offset by over \$20M in revenue. The two largest areas are the TABOR surplus of \$14,641,727 - \$8,500,000 general fund, \$500,000 Fire Capital Fund, and \$5,641,727 for Transportation. Fire station 156 construction is \$6M, Police basement renovation of \$2M, road construction for \$5,641,727 and \$1M for fire mitigation.

The employee compensation item for six months totals \$1,613,359. Castle Rock Water is requesting \$5,428,214 for several projects, Transportation is asking for de-icing supplies and the South Frontage Road project for \$112,122; Parks and Recreation has capital needs at Red Hawk Ridge Golf for \$56,543; Public Safety is made up of the Police renovation and Fire Records Management System. Townwide is the Economic assistance agreements, recruiter in Human Resource and part-time accounting position for \$601,720.

Moved by Councilmember Johnson, seconded by Councilmember Cavey, that Ordinance 2022-014 be Approved on First Reading as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

ORD 2022-015 Ordinance Amending Section 3.02.060 of the Castle Rock Municipal Code Regarding Bid Requirements for the Purchase of Goods or Procurement of Services (First Reading)

Trish Muller, Director of Finance, gave an overview of the Purchasing Code update. Currently the Town Manager can approve purchases up to \$250,000. The first step is the bid requirements. They are recommended an authorization level. Up to \$1k no bid required, \$1k-5k three verbal bids unless approved by Town Manager, \$5k-\$75k three informal written bids unless approved by Town Manager, \$75k-\$250k formal written sealed bids unless approved by Town Manager (vs. Town Council), over \$250k formal written sealed bids unless approved by Council.

Corliss stated he looks at these is if he can defend them before Council. They are budgeted items, and sometimes a product can only be satisfied by one vendor. The request still goes to the Town Manager to waive that bid requirement up to \$250,000 vs. \$75,000 as it is currently. He still prefers the bidding process, but in some cases only a particular vendor can satisfy the requirements.

Councilmember Johnson stated there are three circumstances and what constitutes an emergency. Corliss stated if the Water SCADA system is down and we need equipment in order to operate or it presents an extreme affect on citizens prior to the next Council meeting. If it is over \$250k he still may approve it and ask Council to ratify it afterwards. Johnson asked if the lack of responsive bidders is that they bid over our budget. Corliss stated we solicit over the usual vendors and they don't respond.

Councilmember Cavey asked how often does this happen. Corliss stated it is infrequent - things are already budgeted and we are buying what we already approved. We are seeing enough of it and we want to be able to have that authority. Cavey asked if it wasn't sole source, then they look at who has the most responsive or lowest bid. Corliss clarified that he will decide if he should waive the bid requirement and be able to defend it to Council.

No public comment.

Moved by Councilmember Johnson, seconded by Councilmember LaFleur, that Ordinance 2022-015 be Approved on First Reading as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

RES 2022-078

Resolution Approving the Town of Castle Rock 2022 Community **Development Block Grant Annual Action Plan**

Matt Gohl, Special Projects Manager, presented that CDBG started in 1974 to develop viable urban communities for lower income individuals. Last year Council approved the Consolidated Plan. The Annual Action Plan is submitted and must be used for specific purposes. For 2021-2025 the Town approved Strategic Priorities for improvement to public facilities and infrastructure focused on ADA improvements and support for Services for Seniors. In 2021 the total funding was \$230,932. They have increased meals at the Castle Rock Senior Center for about \$9,000, ADA improvements to the Butterfield Park restroom for about \$150,000, and admin cost recovery for about \$15,000.

They had a public open house with no citizens in attendance and no comments received in the 30 day public comment period. Physical copies were also made available

About \$235k is the 2022 funding. They will submit the plan to HUD by August 16. They continue to monitor any changes to the Affirmatively Furthering Fair Housing rules with no changes noted.

No public comment.

Mayor Gray appreciates them putting their concerns to rest.

Moved by Councilmember Johnson, seconded by Councilmember Dietz, that Resolution 2022-078 be Approved as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

RES 2022-079

Resolution Approving a Service Agreement with Jacobs Engineering Group, Inc., for the Wolfensberger Widening Project

Dan Sailer, Director of Public Works, summarized the service agreement for the design of the Wolfensberger Road. Sailer reviewed the current Capital Improvement efforts throughout Town. The project will increase multi-modal use for pedestrian access and bike lanes. Safety improvements at the intersection and ADA improvements. They have some challenges with the right-of-way acquisition, private access, pedestrian access, maintain traffic throughout construction, water quality and adjacent development. They will kickoff the project this summer and complete in the winter of 2024. The project bid came under the budget. The Public Works Commission and staff recommend approval.

Mayor Pro Tem Bracken asked about the land in front of the cemetery and asked if they will ask them to put in a sidewalk. Sailer stated narrowing the medians is an option.

No public comment.

Councilmember Johnson stated her husband works for Jacobs Engineering but there is not a conflict of interest.

Moved by Mayor Gray, seconded by Councilmember Johnson, that Resolution 022-079 be Approved as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

RES 2022-080

Resolution Approving a Service Agreement with RockSol Consulting Group, Inc., for the Four Corners Intersection Improvement Project [Founders Parkway, State Highway 86, Fifth Street, and Ridge Road]

Dan Sailer, Director of Public Works, gave an overview of the agreement for administration and inspection services on the four corners intersection. The project is to widen the turn lanes and focus on the aspects of community value. This will handle the day to day oversight for quality control and administrative oversight. They propose to begin in fall of 2022 and conclude the summer of 2023. The bid falls within the budget. Public Works commission and staff recommend approval.

Councilmember Cavey asked the amount of federal funding. Sailer stated it is an 80% federal grant and 20% locally matched.

No public comment..

Moved by Councilmember LaFleur, seconded by Councilmember Dietz, that Resolution 2022-080 be Approved as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

RES 2022-081

Resolution Approving a Construction Contract with ABCO Contracting, Inc., for the 2022 Bridge Rehabilitation for South Wilcox Street Over East Plum Creek and Plum Creek Parkway Over Union Pacific Railroad

Dan Sailer, Director of Public Works, stated that our bridges are an important structural element. Every two years CDOT assesses bridges and provide us with an assessment and rating. They have identified two bridges that are recommended. The south Wilcox street over Plum Creek for the surface and structural. The second bridge is Plum Creek Parkway over the railroad tracks. Repair to the surface and deck work and structural elements. The bid came within the budget. They plan to begin August 2022 and conclude October 2022. Public Works Commission and staff recommend approval.

No public comment.

Moved by Councilmember Johnson, seconded by Councilmember Dietz, that Resolution 2022-081 be Approved as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

RES 2022-082

Resolution Approving a Variance Pursuant to Chapter 9.16.070.E of the Castle Rock Municipal Code for Nighttime Construction Activities Related to the Craig and Gould North Infrastructure Improvements

Project [Sixth Street from Wilcox Street to Union Pacific Railroad]

Mark Marlowe, Director of Castle Rock Water, presented a recommendation to approve a variance for night work in the Craig and Gould North area. The construction began in November 2021 and estimate to complete in August 2023. They are 40% through schedule but with 30% complete to date due to utility relocations. The budget is \$7,635,759 and they have spent \$1,847,018 to date. They feel they will complete water and sewer in August 2022. Storm work is scheduled for completion in September and street paving through November. They are requesting night work for jack and bore at the railroad which requires 24 hour work and open trench excavation on 6th Street from Perry to Wilcox to lessen the impact on businesses downtown. They will need this in the next 3-4 months when needed and will reach out to impacted residents. Approximately 25 residents will be impacted and they will offer local hotel accommodations. This did not go to the Water Commission but it was shared with them with positive responses and it is recommended by staff.

No public comment.

Moved by Councilmember LaFleur, seconded by Councilmember Cavey, that Resolution 2022-082 be Approved as presented. The motion passed by the following vote:

Yes: 7 - Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

Moved by Mayor Pro Tem Bracken, seconded by Councilmember LaFleur, to Adjourn. The motion passed by the following vote:

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Yes:	7 -	Gray, Bracken, Cavey, Hollingshead, LaFleur, Johnson, Dietz
		Meeting adjourned at 7:56 pm.
		Submitted by:
		Lisa Anderson, Town Clerk



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 22. File #: ORD 2022-016

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Lisa Anderson, Town Clerk

Ordinance Directing that the November 8, 2022 Regular Municipal Election of the Town of Castle Rock be Conducted by Douglas County as a Coordinated Election and Authorizing Approval of the Intergovernmental Agreement and Providing for its Emergency Adoption on First and Final Reading (Emergency Adoption on First and

Final Reading)

Executive Summary

The Town will hold their regular municipal election on November 8, 2022 for the Mayor-at-Large and Councilmembers for Districts 3 and 5. Staff requests that the election be coordinated with Douglas County.

Per Town Code 2.01.300 (A) The Town Council may determine that any regular or special election shall be conducted as a coordinated election by ordinance adopted no later than seventy days prior to the date of the election. Coordinated elections shall be conducted in accordance with an intergovernmental agreement between the Town and the County Clerk signed no later than seventy days prior to the election.

On August 1, 2022; the Town received the Intergovernmental Agreement to Coordinate the election from the County which did not allow sufficient time for two readings of the Ordinance 75 days before the election. Therefore, due to this timing, staff is requesting that the Ordinance be approved with an emergency adoption on first and final reading.

Budget Impact

The election costs are estimated to be approximately \$60,000 as the County charges municipalities \$1 per registered voter and to share the costs for any TABOR ballot initiatives, publications, and any space over the minimum allowed. The Town will only have Town Council candidates on the ballot and does not anticipate any cost beyond the per voter charge and sharing in the cost of publications.

Staff Recommendation

Item #: 22. File #: ORD 2022-016

Staff recommends that Council approve the Ordinance to coordinate the election with Douglas County and authorize Town officials to sign the Intergovernmental Agreement.

Proposed Motion

"I move to approve the Ordinance as introduced by title on emergency adoption on first and final reading."

Attachments

Ordinance Intergovernmental Agreement

ORDINANCE NO. 2022-___

AN ORDINANCE DIRECTING THAT THE NOVEMBER 8, 2022, REGULAR MUNICIPAL ELECTION OF THE TOWN OF CASTLE ROCK BE CONDUCTED BY DOUGLAS COUNTY AS A COORDINATED ELECTION; AUTHORIZING APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND THE TOWN FOR THAT PURPOSE; AND PROVIDING FOR THE EMERGENCY ADOPTION OF THIS ORDINANCE ON FIRST AND FINAL READING

WHEREAS, regular municipal elections of the Town of Castle Rock, Colorado (the "Town") are to be held each even-numbered year on the first Tuesday following the first Monday of November pursuant to Section 4-2 of the Town Charter (the "Charter"), and

WHEREAS, there will be a regular municipal election of the Mayor and the Town Councilmembers serving Districts 3 and 5 on Tuesday, November 8, 2022 (the "2022 Town Election"); and

WHEREAS, Section 2.01.300 of the Town Municipal Code (the "Town Code") provides that the Town Council may determine that any regular municipal election be conducted by the Douglas County Clerk and Recorder (the "County") as a coordinated election; and

WHEREAS, it is necessary and advisable for the 2022 Town Election to be conducted by Douglas County on behalf of the Town pursuant to the Uniform Election Code of 1992, Title 1, Articles 1 through 13, C.R.S. (the "Uniform Election Code"), and the Intergovernmental Agreement between the County and the Town (the "2022 Election IGA"); and

WHEREAS, according to Section 2.01.300.A. of the Town Code, the Town Council may determine that any regular election shall be conducted as a coordinated election by ordinance adopted no later than 70 days prior to the date of the election, which day is August 30, 2022; and

WHEREAS, likewise, according to Section 1-7-116(2), C.R.S., August 30, 2022, is the last day for an intergovernmental agreement for the conduct of a coordinated election to be executed by the county clerk and recorder and the political subdivision holding the election; and

WHEREAS, the Town did not receive the draft of the 2022 Election IGA until August 1, 2022, thereby making it impossible for Town Council to consider the adoption of this Ordinance in accordance with its existing meeting schedule; and

WHEREAS, to ensure that the August 30th deadline is met, the Town Council hereby finds and determines that an emergency exists and, as such, it is necessary for the preservation of the immediate public health and safety for this Ordinance to take effect upon its adoption on its first and final reading.

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

- **Section 1.** Conduct of the Regular Election. The 2022 Town Election shall be conducted as a coordinated election in accordance with the Uniform Election Code and the 2022 Election IGA.
- **Section 2**. **Approval**. The 2022 Election IGA is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 2022 Election IGA by and on behalf of the Town.
- **Section 3**. <u>Actions by Officials</u>. The Town Clerk, as the Town's designated election official and all other Town officers, employees, and election officials are authorized to take all actions necessary to effectuate the provisions of this Ordinance and to conduct the 2022 Town Election in accordance with the Uniform Election Code and the 2022 Election IGA.
- **Section 4.** <u>Severability</u>. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.
- **Section 5.** <u>Safety Clause</u>. The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational relation to the legislative object sought to be obtained.
- **Section 6.** Effective Date. For the reasons heretofore stated in the recitals, this Ordinance shall take effect as an emergency ordinance upon its adoption on first and final reading pursuant to 2.01.100.E of the Town Code.

PASSED, APPROVED AND ADOPTED ON FIRST AND FINAL READING this 16th day of August, 2022 by the Town Council of the Town of Castle Rock by a vote of ____ for and ___ against, constituting the extraordinary majority required by Section 2.02.100.E of the Castle Rock Municipal Code.

ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to Form:	Approved as to Content:
Michael J. Hyman, Town Attorney	David L. Corliss, Town Manager

INTERGOVERNMENTAL AGREEMENT

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

TOWN OF CASTLE ROCK

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 8, 2022 GENERAL ELECTION

MERLIN KLOTZ
DOUGLAS COUNTY CLERK AND RECORDER
ELECTIONS DIVISION
CASTLE ROCK, CO 80109



Douglas County Elections IGA Page 1 of 11

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and TOWN OF CASTLE ROCK (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the General Election on November 8, 2022; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree this election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules (hereinafter referred to as the "Code"). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 **DEFINITIONS**:

- A. "Coordinated Election Official" (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. "Contact Officer" means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact Officer shall be that person under the authority of the CEO who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- C. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

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will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. "Designated Election Official" (hereinafter "DEO"), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

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SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. Verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices. pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

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- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to the Contact Officer if Jurisdiction is shared by additional county(ies).
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form with the Jurisdiction Boundary Map (Appendix A).

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- J. Review all petition information, if applicable, and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Contact Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. The use of all capital letters is reserved for TABOR issues only, per the Code.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours of receiving the layout and text from the county.** This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for <u>all</u> associated costs with fixing or correcting Jurisdictional errors.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

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- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
- b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
- c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450), or visit their website to obtain the list of all recorded owners of taxable real and personal property at https://apps.douglas.co.us/assessor/advanced-search/.
- d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
- e. Submit the lists as an electronic copy using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am 7:00pm. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for Jurisdictions in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column

Douglas County Elections IGA Page 7 of 11

inches cost, and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Pro-Rated Costs Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X \$1.00	OR \$1k minimum, whichever is greater	AND \$3k ea. add. column inch over 5	TABOR Notice Cost x % registration or \$500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees (\$25/report)	Estimated Minimum Cost
43,000	17.38%	21,000	46.5%	\$64,500	\$0.00	\$9,000	\$13,953.49	\$15.00	\$50.00	\$ 87,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$3,000	\$29,900.33	\$15.00	\$50.00	\$179,965.33
7,500	3.03%	0	0.00	\$11,250	\$0.00	\$0	\$0.00	\$15.00	\$25.00	\$ 11,290.00
300	0.12%	150	0.33%	\$450	\$1,000	\$0	\$500.00	\$15.00	\$25.00	\$ 1,990.00

If costs of TABOR Notice were \$30,000 and other public notices were \$60.

SECTION III. CANCELLATION OF ELECTION

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact Officer's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

(remainder of page intentionally blank)

Douglas County Elections IGA Page 8 of 11

SECTION IV. MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County: Merlin Klotz

Douglas County Clerk and Recorder

Elections Division 125 Stephanie Place

Castle Rock, Colorado 80109

Email: <u>Elections@Douglas.co.us</u>

To Jurisdiction:

(Enter Contact and address

information)

Lisa Anderson, Town Clerk

Town of Castle Rock

100 North Wilcox Street

Castle Rock, CO 80104

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the

Douglas County Elections IGA Page 9 of 11

terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties hereto understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD-PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

(remainder of page intentionally blank)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

	THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO (Board signature required only if coordination cost will exceed \$25,000)		COORDINATED ELECTION OFFICIAL:
Ву	Board of County Commissioners Chairperson	Ву	Clerk and Recorder
Date		_ Date	
Attest	Deputy Clerk to the Board	_	
	APPROVED AS TO FISCAL CONTENT:		APPROVED AS TO LEGAL FORM:
	Director of Finance	_	County Attorney
	Jurisdiction Signatures:		
Ву:		_By:	
Title: Date:	David L. Corliss, Town Manager	Title: Date:	Michael J. Hyman, Town Attorney
Attest		Туре	e text here
Title:	Lisa M. Anderson. Town Clerk		

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Contents

Appendix A – Address Confirmation Form

Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

Appendix A Address Confirmation Form

Please complete this form in conjunction with the provided Jurisdiction Boundary Map to verify the boundaries of the district.

Proposed districts must provide a certified legal description, map, and street listing (including street ranges).

2022 GENERAL ELECTION November 8, 2022

Section 3	

I acknowledge and certify the Jurisdiction has <u>not</u> apsince January 1 of the current year.	oproved any Annexation(s), Inclusion(s), or Exclusion(s	s)
By signing below, I acknowledge and certify that the	information is true and accurate.	
Cinnatura	Dete	
Signature	Date	

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE
OF 379.68 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY, THE TRUE POINT OF BEGINNING:

THENCE ON AN ANGLE TO THE LEFT OF 28 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 232.92 FEET ALONG THE SAID WESTERLY RIGHT OF WAY LINE; THENCE ON AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 320.29 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;
THENCE ON AN ANGLE TO THE LEFT OF 87 DEGREES 27 MINUTES 15 SECONDS A DISTANCE OF 305.79 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE;
THENCE ON AN ANGLE TO THE LEFT 90 DEGREES 13 MINUTES 45 SECONDS A
DISTANCE OF 334.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THENCE ON AN ANGLE TO THE LEFT OF 92 DEGREES 19 MINUTES 00 SECONDS A DISTANCE OF 86.08 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 379.68 FEET TO THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE ON A DEFLECTION ANGLE TO THE LEFT OF 28 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 232.92 FEET TO THE NORTHEASTERLY CORNER OF THE SWEENEY PROPERTY (BOOK 938, PAGE 1074 OF THE DOUGLAS COUNTY RECORDS); THENCE SOUTHWESTERLY ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES OF MINUTES OF SECONDS A DISTANCE OF 320.29 FEET TO THE NORTHWESTERLY CORNER OF THE SWEENEY PROPERTY AND TO THE TRUE POINT OF BEGINNING;
THENCE SOUTHEASTERLY ON A DEFLECTION ANGLE TO THE LEFT OF 92 DEGREES 32
MINUTES 45 SECONDS ALONG A LINE 150 FEET EASTERLY OF AND PARALLEL WITH
THE CENTERLINE OF THE RAILROAD A DISTANCE OF 477.83 TO THE SOUTH LINE OF THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 109.49 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 428.79 FEET

EXCEPTING FROM THE ABOVE ANY PORTION CONVEYED TO DOUGLAS COUNTY IN DEED RECORDED AUGUST 30, 1927 IN BOOK 73 AT PAGE 239.

TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SWEENEY PROPERTY: THENCE EASTERLY ALONG SAID WESTERLY EXTENSION A DISTANCE OF 100.10 FEET

PARCELS 3 AND 4:

TO THE POINT OF BEGINNING.

A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 AND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 178.79 FEET TO THE EAST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN

RAILROAD;
THENCE NORTH 23 DEGREES 34 MINUTES 37 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 172.04 FEET;
THENCE NORTH 64 DEGREES 22 MINUTES 08 SECONDS EAST A DISTANCE OF 334.15 FEET TO THE WEST RIGHT OF WAY LINE OF LIGGETT ROAD;
THENCE SOUTH 27 DEGREES 56 MINUTES 52 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 347.75 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35;
THENCE NORTH 89 DEGREES 03 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 216.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE ANY PORTION CONVEYED TO DOUGLAS COUNTY IN DEED RECORDED AUGUST 30, 1927 IN BOOK 73 AT PAGE 239.

STATEMENT OF DIRECTOR OF DEVELOPMENT SERVICES APPROVAL: THIS PLAT WAS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES OF

THE TOWN OF CASTLE ROCK, COLORADO ON THE _____ DAY OF Felavora

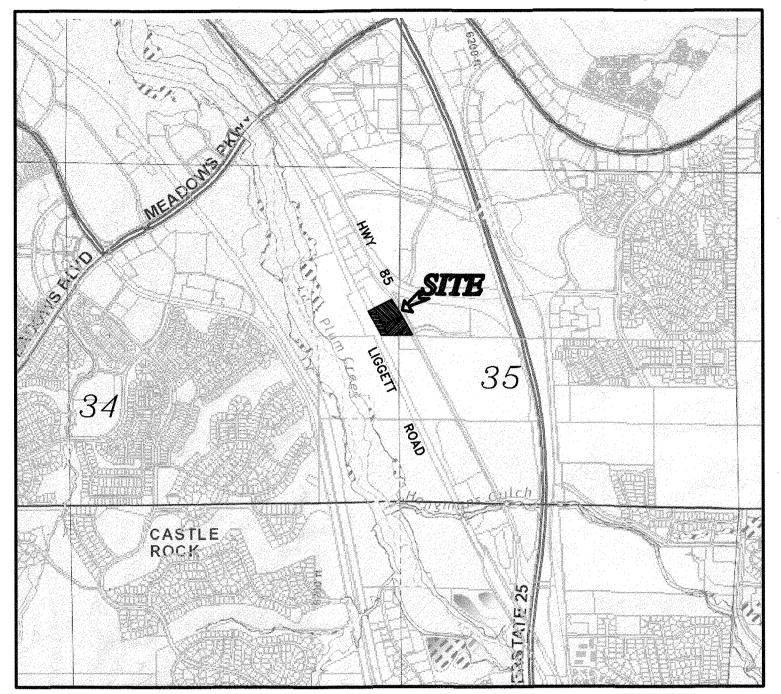
DIRECTOR OF DEVELOPMENT SERVICES

SUMMARY TABLE

LO.	Γ 1	4.931 ACRES	92.5%
RO	W (TRACT A)	0.401 ACRES	7.5%
TO.	ΓAL	5.332 ACRES	100.0%

STORQUEST - LIGGETT ROAD PLAT

A PLAT IN SECTION 34 & 35, T7S, R67W, 6TH P.M., DOUGLAS COUNTY, COLORADO **5.332 ACRES**



VICINITY MAP GRAPHIC SCALE 1"=1500 **OWNERS:** 2633 LIGGETT SP, LLC, A DELAWARE LIMITED LIABILITY COMPANY C/O WILLIAM WARREN PROPERTIES INC. P.O. BOX 2034 SANTA MONICA CA, 90406 SURVEYOR/ENGINEEER: DAVID E. ARCHER & ASSOCIATES 105 WILCOX STREET, CASTLE ROCK, CO 80104 CONTACT: KEVIN ARCHER PHONE NO. 303-688-4642

LIENHOLDER SUBORDINATION CERTIFICATE:

THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREON. THE UNDERSIGNED BENEFICIARY OF THE LIEN CREATED BY THE INSTRUMENT RECORDED AT RECEPTION NO. 2021122971, DOUGLAS COUNTY, COLORADO, SUBORDINATES THE SUBJECT LIEN TO THE TERMS, CONDITIONS AND RESTRICTIONS OF

NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22 DAY OF 20 22 BY Susic Williams - February

_OF BOKF, NA DOING BUSINESS AS BOK FINANCIAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 5/15/2033

ELIZABETH J LECHMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19904006128 MY COMMISSION EXPIRES 05-15-2023

TRACT SUMMARY TABLE

	AREA	PURPOSE	OWNERSHIP
TRACT A	0.401 ACRES	FOR ADDITIONAL R.O.W TO LIGGETT ROAD	TOWN OF CASTLE ROCK

CERTIFICATE OF DEDICATION AND OWNERSHIP: THE UNDERSIGNED, BEING ALL OF THE OWNERS, MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN, HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, STREETS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF STORQUEST — LIGGETT ROAD PLAT. THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF CASTLE ROCK FOR PURPOSES OF OWNERSHIP AND MAINTENANCE, ALL UTILITY EASEMENTS AND PUBLIC ACCESS EASEMENTS AS DESCRIBED AND SHOWN HEREON AND TRACT A FOR THE PURPOSE OF ADDITIONAL RIGHT OF WAY TO LIGGETT ROAD. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES AND CABLEVISION THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES, STREET LIGHTS, CABLE TELEVISION LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY, COMMUNICATION AND CABLE TELEVISION SERVICES WITHIN THIS SUBDIVISION, OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS THESE

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

UTILITY EASEMENTS AS DESCRIBED AND IDENTIFIED FOR SPECIFIC USES HEREON.

2633 LIGGETT SP, LLC, A DELAWARE LIMITED LIABILITY COMPANY

CRP/WWG STORAGE VENTURE IIIB, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

WWG-CF II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

WWG-CF II MM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ITS MANAGING MEMBER EDWARD ZINKE

TITLE: AUTHORIZED SIGNATOR DAY OF - Lebens and

certificate.

20_____BY EDWARD ZINKE AS AUTHORIZED SIGNATORY OF 2633 LIGGETT SP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF CRP/WWG STORAGE VENTURE IIIB, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, OF WWG-CF II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF WWG-CF II MM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY. * please see

attached Notary WITNESS MY HAND AND OFFICIAL SEAL.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____

NOTARY PUBLIC MY COMMISSION EXPIRES

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

TOWN OF CASTLE ROCK, A MUNICIPAL CORPORATION

NOTARY BLOCK:

NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 300 DAY OF , 2022 BY JASON E. GRAY

AS MAYOR AND BY LISA ANDERSON AS TOWN CLERK. WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 9/30/2024

"NOTICE: According to Colorado law you must commence any legal

action based upon any defect in this survey be commenced more

than ten years from the date of the certification shown hereon."

action based upon any defect in this survey within three years

after you first discover such defect. In no event, may any

WY COMMISSION EXPIRES SEPTEMBER 30.

TITLE CERTIFICATION:

I, _______, AN AUTHORIZED REPRESENTATIVE OF LAND TILE GUARANTEE COMPANY, A TITLE INSURANCE COMPANY LICENSED TO DOBUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND LIENHOLDER SUBORDINATION CERTIFICATE. AN AUTHORIZED REPRESENTATIVE OF

SIGNED THIS 9TH DAY OF February

NOTARY BLOCK:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 97# DAY OF

AS AUTHORIZED REPRESENTATIVE OF LAND TILE GUARANTEE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY ID 20204010560 My Commission Expires March 13, 2024 MY COMMISSION EXPIRES: 3 13 2024

STATEMENT OF TOWN APPROVAL AND ACCEPTANCE: ON BEHALF OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY ACCEPTED BY THE TOWN OF CASTLE ROCK.

DOMINIC DIELE

NOTARY PUBLIC

STATE OF COLORADO

SURVEYOR'S CERTIFICATE:

, JOHNNY CAVIN HICKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON MOTURALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS THAT

JOHNNY CANN. HCKS PLS: #38570 FOR AND ON BEHALF OF ASSOCIATES

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT 8:58 AM ON THE 24th DAY OF _, 20<u>22</u> AT

RECEPTION NO. _ 2022021074 DOUGLAS COUNTY CLERK AND RECORDER





SHEET INDEX: SHEET 1 OF 2 SHEET 2 OF 2

COVER SHEET

NDS 07-16-2021 Esmts/Tract A width 3rd Comments 09-22-2021 NDS 8th Comments 01-21-2022 NDS

DAVID E.) ((しししと)) (U **** & ASSOCIATES.INC LAND DEVELOPMENT CONSULTING

05 WILCOX ST. CASTLE ROCK, COLORADO



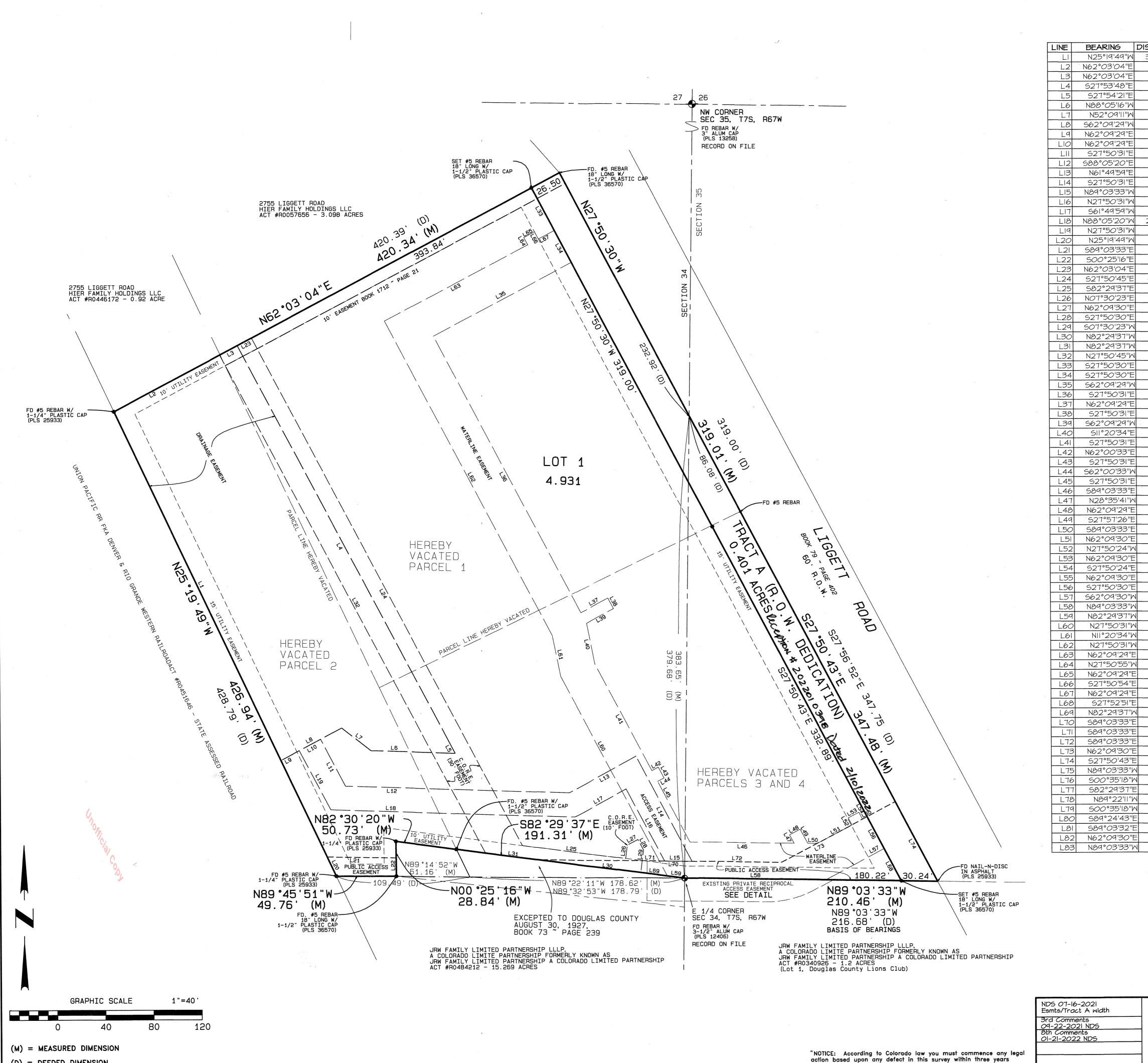
PROJECT NO. PL21-0014 " PLAT

SCALE | "=40" In Sec.s 34\$35, Township 7 South, Range 67 West, DATE 04-27-2017 6th PM, Douglas County, Colorado.

THE WILLIAM WARREN GROUP

STORQUEST - LIGGETT ROAD PLAT

(D) = DEEDED DIMENSION



BEARING DISTANCE N25°19'49"W 320.52 N62°03'04"E 99.72' N62°03'04"E 16.53 527°53'48"E 373.21' 527°54'21" 10.00' N88°05'16"W 70.00 N52°09'11"M 30.77 L8 562°09'29" 57.22' L9 N62°09'29" 17.23 LIO N62°09'29" 20.00' LII 527°50'31" 43.93' LI2 588°05'20 186.07 63.22 N61°49'59"1 LI4 527°50'31" 98.88 N89°03'33" 22.82 67.78 N27°50'31"1 48.48' 561°49'59" LIB N88°05'20' N27°50'31"M 55.54 N25°19'49"V 17.60 589°03'33"E 57.18 L22 SOO°25'16"E 15.17 N62°03'04"E 13.47 477.06' L24 S27°50'45"E 86.58' 582°29'37"E 11.12 NO7°30'23"E N62°09'30"E 10.00 L28 527°50'30"E 10.00' L29 507°30'23"W 18.75 N82°29'37"W 85.72 N82°29'37"W 44,49' N27°50'45"W L33 527°50'30"E 40.12 L34 527°50'30"E 30.00' 130.00 562°09'29"W 527°50'31"E 259.83 N62°09'29"E 25.50' 527°50'31"E 10.00 39 562°09'29"W 25.50' 511°20'34"E 34.42' S27°50'31"E 100.77 N62°00'33"E 6.01 L43 527°50'31"E 10.00' L44 562°00'33"W 6.01' 57.14' 527°50'31"E 589°03'33"E 86.44' N28°35'41"M 7.77' N62°09'29"E 10.08 S27°57'26"E 13.27 589°03'33"E N62°09'30"E| N27°50'24"W 6.50 N62°09'30"E 10.00' 527°50'24"E 4.35' N62°09'30"E 527°50'30"E 30.00' 562°09'30"W 54.96 N89°03'33"W 117.48 N82°29'37"W N27°50'31"N 188.11 NII°20'34"W 34.42' N27°50'31"W 295.48 L63 N62°09'29"E 135.00 N27°50'55" L64 10.00' N62°09'29"E S27°50'54"E L66 N62°09'29" 15.00

S27°52'51"E

N82°29'37'

589°03'33" 589°03'33"E

589°03'33'

N62°09'30"E

S27°50'43"E

N89°03'33"W

500°35'18"W

582°29'37"E N89°22'11"W

500°35'18"W

589°24'43"E 589°03'32"E

N62°09'30"E

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.

30.21

22.21

202.30

104.87

74.61

107.01

74.77

111.991

10.40' 31.47'

31.24

19.02'

31.23'

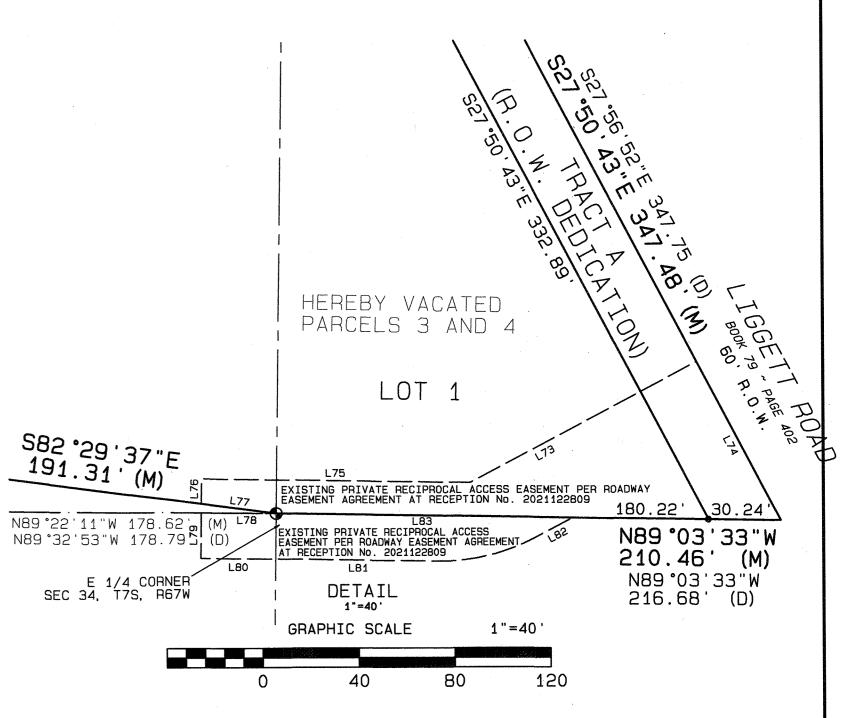
67.73'

123.71

18.16'

GENERAL NOTES:

- 1. The lineal units of measure shown on the survey are based upon the U.S. Survey
- 2. There are no mapped FEMA Floodplains on this parcel, per Firm Panel 08035C0188G, effective March 16, 2016.
- 3. Bearings are assumed and based on the consideration that the South line of the Northwest 1/4 of Section 35 bears N89°03'33"W as shown hereon between the identified monuments.
- 4. Maintenance responsibility lies with the owner of the land, except as modified by specific agreement. The property owner or designee shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by specific agreement. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID PROPERTY FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS SHALL BE ASSESSED TO THE PROPERTY OWNER. THE MAINTENANCE COSTS SHALL INCLUDE ALL COSTS FOR LABOR, EQUIPMENT AND MATERIALS, AND SHALL BE CHARGED AT 1.25 TIMES THE ACTUAL COST.
- 5. All lots shall have a 15-foot Utility Easement along the front and rear lot lines and along all public rights—of—way and shall have 10-foot Utility Easements along each along all public rights—of—way and shall have 10—foot Utility Easements along each side lot line. These Utility Easements are for the installation, maintenance and operation of utilities and drainage facilities including, but not limited to, water meters, fire hydrants, curb boxes, electric lines, gas lines, cable television lines, fiber optic lines and telephone lines, as well as perpetual right for ingress and egress for installation, maintenance and replacement of such lines. Dry utility crossings may be permitted in other Utility or Drainage Easements provided that any necessary crossing of the Town.s Utility is at a 90—degree angle. In all cases, prior approval of the Town of Castle Rock Water shall be obtained for dry utility crossings of exclusive wet Utility Easements and exclusive Drainage Easements. of exclusive wet Utility Easements and exclusive Drainage Easements.
- 6. Only car storage allowed in C.O.R.E. 30 foot easement is limited to 8 feet tall and must maintain a clear pathway of 20 feet on either side of the overhead power



PROJECT NO. PL21-0014

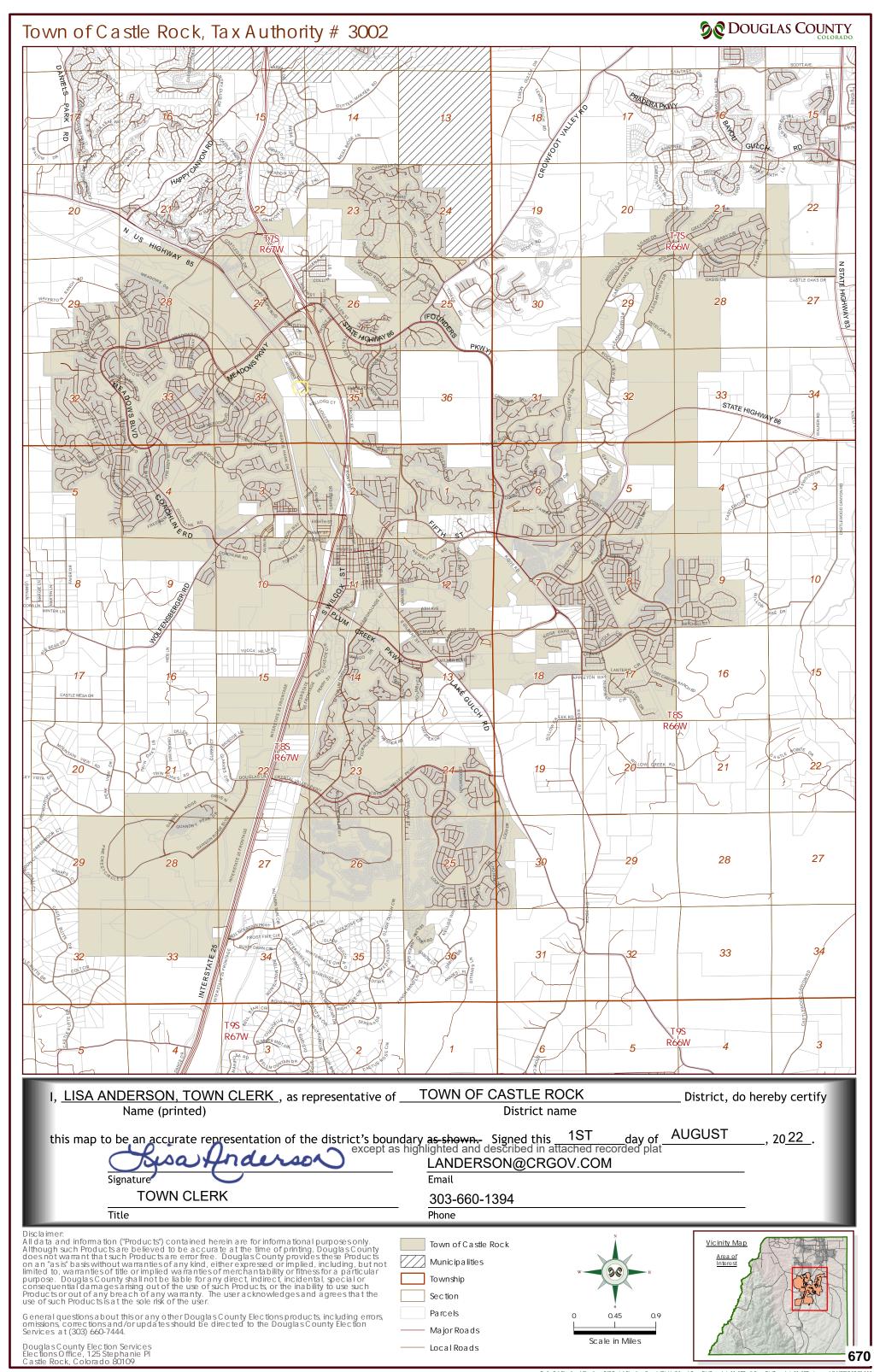
NDS 07-16-2021 Esmts/Tract A width DAVID E. 3rd Comments 09-22-2021 NDS 8th Comments 01-21-2022 NDS & ASSOCIATES, INC. LAND DEVELOPMENT CONSULTING SURVEYING & ENGINEERING PHONE (303) 688-4642 5 WILCOX ST. CASTLE ROCK, COLORADO 8010

SCALE |"=40" DATE 04-27-2017

PLAT STORQUEST - LIGGETT ROAD PLAT In Sec.s 34\$35, Township 7 South, Range 67 West 6th PM, Douglas County, Colorado.

THE WILLIAM WARREN GROUP JOB NUMBER 13-1192 2

CALIFORNIA JURAT WITH AFFIANT STATE	MENT GOVERNMENT CODE § 8202
See Attached Document (Notary to cross out lin	nes 1-6 below)
2	
3	
4	
5	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
GINA PANUCO Notary Public - California Orange County Commission # 2352009 My Comm. Expires Mar 17, 2025	Subscribed and sworn to (or affirmed) before me on this Lith day of february, 2022, by Date Month Year (1) Edward P. Zinke (and (2)
Seal Place Notary Seal Above	TIONAL
Though this section is optional, completing this fraudulent reattachment of this	information can deter alteration of the document or some to an unintended document. Spett Rd. Road Plat Document Date: 2/14/22 amed Above:



Appendix B Contact Information Form

Please enter your Jurisdiction's information: TOWN OF CASTLE ROCK Jurisdiction: _ **Designated Election Official:** LISA ANDERSON, TOWN CLERK Name 100 NORTH WILCOX STREET Mailing Address CASTLE ROCK, CO 80104 City, State, Zip LANDERSON@CRGOV.COM **Email** 303-660-1394 Phone Represented By: MICHAEL J. HYMAN, TOWN ATTORNEY Attorney / Law Firm 100 NORTH WILCOX STREET Mailing Address CASTLE ROCK, CO 80104 City, State, Zip MHYMAN@CRGOV.COM **Email**

303-660-1398		
	Phone	

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

Required Participation

1. November 8, 2022; 7:00am – 7:00pm Election Day phone support for citizen inquiries

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM

Optional Participation

2. September 28, 2022 (Alternate Date = September 29)*
Logic and Accuracy Test (LAT)

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM

 November 21 – 23, 2022 (Begins Monday)* Risk Limiting Audit (RLA)

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM 8-1-2

4. November 28, 2022 (Alternate Date = November 29)* Canvass Board and Final Certification of Election

Name: LISA ANDERSON, TOWN CLERK

Phone: 303-660-1394

Email: LANDERSON@CRGOV.COM

Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Douglas County Coordinated Election Official: Merlin Klotz, Clerk and Recorder

Name

301 Wilcox Street, PO Box 1360

Mailing Address

Castle Rock, CO 80104

City, State, Zip

mklotz@douglas.co.us

Email

303-663-7364

Phone

Douglas County Contact Officer: Kyle Kowalski, Elections Services Manager

Name

125 Stephanie Place Mailing Address

Castle Rock, CO 80109

City, State, Zip

kkowalski@douglas.co.us

Email

303-643-2410

Phone

^{*}These dates are subject to change.

Douglas County Deputy of Elections: <u>Jack Twite Jr</u>

Name

125 Stephanie Place Mailing Address

Castle Rock, CO 80109

City, State, Zip

jtwite@douglas.co.us

Email

303-814-7618

Phone

Douglas County Senior Assistant Attorney: <u>Christopher Pratt</u>

Name

100 Third Street Mailing Address

Castle Rock, CO 80104

City, State, Zip

cpratt@douglas.co.us

Email

303-660-7321

Phone

Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2022 General Election (-100 days)	July 29 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 30 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 30 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 9 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 12 (Monday)
Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (by noon on Friday -45 days)	September 23 (Friday)
Last day to submit the full text of any required ballot issue notices to the county clerk Contact Officer (-43 days)	September 26 (Monday)
Logic and Accuracy Test (LAT)	September 28 (Wednesday)*
Logic and Accuracy Test (LAT) – Alternate Date	September 29 (Thursday)*
Ballots mailed to voters (-22 days)	October 17 (Monday)
Ballot Drop Boxes open (-15 days)	October 24 - November 8
Danot Drop Doxes open (-13 days)	All boxes close Election Day, November 8 at 7 p.m.
Voter Service and Polling Centers (VSPCs) open (-15 days)	October 24 – November 8

2022 GENERAL ELECTION November 8, 2022

	Monday - Friday, 8 a.m 5 p.m. Saturday, November 2, 9 a.m 1 p.m. Election Day, Tuesday, November 8, 7 a.m 7 p.m.
Last day voter can request our office mail a ballot (-8 days)	October 31 (Monday)
Election Day	November 8, 7 a.m. – 7 p.m. (Tuesday)
Risk Limiting Audit (RLA)	November 21-23 (Begins Monday)*
Canvass Board and Final Certification of Election	November 28 (Monday)*
Canvass Board and Final Certification of Election – Alternate Date	November 29 (Tuesday)*
Final Certification of Election deadline	December 1 (Thursday)

^{*} These dates are subject to change.

Appendix D IGA Checklist

Dates shown below are either Statute-driven deadline dates or preferred dates of the Douglas County Elections office. ☐ Friday, July 29 Provide in writing to the County Clerk and Recorder notice of intent to coordinate. ☐ Wednesday, August 3 Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification. ☐ Tuesday, August 30 Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, kkowalski@douglas.co.us o Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election. o Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget. o For PROPOSED DISTRICTS: Provide certified legal description, map, and street listing (including street ranges). ☐ Friday, September 9 Provide certified ballot order and content to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements. o As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions. o Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions. ☐ Monday, September 12 – For elections where property owners are eligible electors: o Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements. ☐ Monday, September 26 Provide Contact Officer with full text of any required ballot issues or ballot questions and all summarized pro/con statements to the Contact Officer.

☐ Election Day, Tuesday, November 8

 Provide phone support for Jurisdiction for hours of voting (7:00 a.m. -7:00 p.m.) should information be needed from Douglas County Elections office or the general public.

□ Post-Election Day

- Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.
- o Remit payment within 30 days of receipt of billing invoice.



DOUGLAS COUNTY BALLOT MEASURE WORKSHEET OVERVIEW & INSTRUCTIONS

- Legal requirements: The Douglas County Clerk must layout ballots so that all ballot measures are printed in the
 order and format required by the Uniform Election Code of 1992 and the Secretary of State's Election Rules,
 summarized as follows:
 - a. The relative order of ballot measures certified by coordinating entities of the same type is determined by the chronological order in which they are certified to the County Clerk
 - b. The identifying number and/or letter (e.g., "Ballot Question 5A") for all ballot measures that will appear on the 2022 General Election ballot must be assigned by the County Clerk in accordance with the conventions specified in Secretary of State Election Rule 4.5.2.
 - DEOs and governing boards of coordinating entities cannot assign the identifying ballot measure letter or number, and the Douglas County Clerk will disregard identifying letters and numbers so assigned.
 - Please be advised the Douglas County Clerk may not be able to finally determine the identifying letter or number for all ballot measures until after the ballot certification deadline for coordinating entities has expired.
 - c. If the DEO of a coordinating entity certifies more than one ballot measure, they will appear on the 2022 General Election ballot in the following order:
 - Ballot Issues (i.e., ballot measures arising under TABOR):
 - TABOR issues referred by governing board
 - To increase taxes
 - To retain excess revenues
 - To increase debt
 - Other referred TABOR issues
 - TABOR issues initiated by citizens
 - To increase taxes
 - To retain excess revenues
 - To increase debt
 - Other referred TABOR issues
 - Ballot Questions (non-TABOR ballot measures): In the order specified by DEO or governing board
- 2. Ballot Measure Contest Names: The Douglas County Clerk will assign contest names for all ballot measures according to the following convention: [Name of District] Ballot [Issue/Question] [Number/Letter]. Governing boards or DEOs may add a few-word summary of the subject matter (e.g., "Retail Marijuana Sales") to the ballot measure's contest name.
- **3. Instructions:** Complete one Ballot Measure Worksheet for each ballot measure the DEO certifies for the 2022 General Election.

301 Wilcox Street, Castle Rock, Colorado, 80104 | Phone 303.660.7469 | Your Feedback Matters: mydougcoclerk.com



BALLOT MEASURE WORKSHEET A

L.	Name of coordinating entity:			
	Ballot measure type: ☐ Ballot issue (TABOR) ☐ Ballot Question (non-TABOR)			
3.	Subject matter summary for contest heading (Optional):			
1.	Ballot title: Enter the ballot measure's text in the form of a question, exactly as it should be printed o Please note: Type text here	n the ballo		
Γ	 Ballot issues under TABOR must be certified in ALL UPPERCASE LETTERS Ballot questions not arising under TABOR must be certified in sentence case (upper & lower case letters) 			
	NONE			



BALLOT MEASURE WORKSHEET B

5.	Name of coordinating entity:	
6.	Ballot measure type: ☐ Ballot issue (TABOR) ☐ Ballot Question (non-TABOR)	
7.	Subject matter summary for contest heading (Optional):	
8.	Ballot title: Enter the ballot measure's text in the form of a question, exactly as it should be printed o Please note:	n the ballot.
	 Ballot issues under TABOR must be certified in ALL UPPERCASE LETTERS Ballot questions not arising under TABOR must be certified in sentence case (upper & lower cas 	e letters)
	NONE	

NOVEMBER 8, 2022 COORDINATE ELECTION AND APPROVE IGA WITH DOUGLAS COUNTY

AUGUST 16, 2022 TOWN COUNCIL MEETING



COORDINATED ELECTION

- Per our Code, we coordinate elections with Douglas County (2.01.300)
- All elections are mail ballot elections (2.01.200) but the County has Voter Service Centers to vote in person, register to vote, or get replacement ballots
- No Castle Rock ballot questions
- Castle Rock election for Mayor-at-Large and Councilmembers for Districts 3 and 5

TOWN CLERK INVOLVEMENT IN TESTING PER IGA

- Logic and Accuracy Testing ensuring the equipment accurately records votes scanned in and votes recorded when voting utilizing the equipment at the Voter Service Centers (Sept 28)
- Risk Limiting Audit verifying randomly selected ballots to ensure the results recorded for that ballot match the physical ballot (Nov 21)
- Canvassing Board final audit and certification of election (Nov 28)

TOWN CLERK DUTIES PER IGA

- Provide Ordinance to coordinate election and approve IGA
- Confirm Town and District Boundaries
- Confirm funds
- Certify ballot contents and Proof ballot
- Publish legal notices
- Verify Candidate petitions and financial reports

FEE STRUCTURE

- No change from previous election
- \$1 per registered voter current estimate of approximately 59,000 registered voters
- Share of election publication approximately \$15
- Registered Voter list \$50

EMERGENCY ADOPTION

Per State Statute, Title 1, the Intergovernmental Agreement must be approved and provided to the County 70 days prior to the election (Aug 30)

- The Town received the IGA on August 1.
- Aug 16 is the only Council meeting scheduled to approve the Ordinance coordinating the election and approving the IGA prior to the due date.
- Staff is requesting that the Ordinance be approved on first and final reading on emergency effective immediately in order to meet this deadline.
- Emergency Ordinances must be approved by ¾ of the Council in attendance with a minimum of 5 affirmative votes.

PROPOSED MOTION

- 1. I move to Approve the Ordinance on first and final reading on emergency to be effective immediately.
- I move to make the following amendments to the proposed Ordinance.
 - I move to Approve the Ordinance as amended on first and final reading on emergency to be effective immediately.
- I move to approve the Ordinance on first reading and to call a Special Meeting prior to August 30 for second reading on xxx.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 23. File #: RES 2022-094

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Frank Gray, Castle Rock EDC and the Partnership of Douglas County Government

Economic Development Sub-Committee.

Resolution Authorizing the Execution of a Memorandum of Understanding Concerning the Formation of the Douglas County Economic Development

Collaborative

Executive Summary

In support of the Town of Castle Rock's Economic Development objectives to further the creation of primary jobs for Castle Rock's residents and in the spirit of collaboration with the Board of Douglas County Commissioners and our Douglas County municipal partners, the Douglas County Economic Development Organizations (EDO's) are proposing the creation of the Douglas County Economic Collaborative to support economic development by increasing primary employment opportunities in Douglas County through a proactive, strategic and coordinated marketing initiative. This would effectively take the current Douglas County Partnership of Governments: Economic Development Sub-Committee to the next level of economic development collaboration and leverage our collective expertise and assets. The attached Memorandum of Understanding (MOU) serves the purpose of creating this next level partnership by establishing the Douglas County Economic Development Collaborative.

Council Request

Approval of the MOU to establish the Collaborative.

Description

The Collaborative is a collection of municipalities, special districts, and economic development groups led by Douglas County to actively promote and market the positive attributes of the County and all its municipal partners. The objective of the Collaborative is to actively engage and educate regional and national site selectors, brokers, developers, and business leaders through a variety of media and events as to the business opportunities and environment in Douglas County.

The Collaborative Board will include one elected official from: Douglas County, Town of Castle Rock, City of Castle Pines, City of Lone Tree, Town of Larkspur, Town of Parker, and Highlands Ranch Metropolitan District. The Board will meet on a quarterly basis and will be chaired by a Douglas County Commissioner. The Board will provide programmatic guidance to an advisory committee,

Item #: 23. File #: RES 2022-094

make recommendations to the Douglas County Board of County Commissioners regarding funding requests, and provide updates to the Partnership of Douglas County Governments.

Collaborative Advisory Committee will be established to develop proposals and recommendations for the Board's consideration regarding programmatic priorities, funding opportunities, and events. The advisory committee will include a staff member from: Douglas County, Douglas County School District, Town of Castle Rock Economic Development Council, City of Castle Pines, Town of Larkspur, City of Lone Tree, Town of Parker, Highlands Ranch Metropolitan District, Douglas County Libraries, Denver South, and Northwest Douglas County Chamber and Economic Development Corporation. When appropriate, the Advisory Committee will engage subject matter experts from entities like the Aurora-South Metro Small Business Development Center and Arapahoe **Douglas Works!**

The effective date of the MOU will begin on the date all parties sign and will last one calendar year. The agreement will renew automatically on December 31st of each year for additional one-year terms unless earlier terminated by the parties. The Collaborative partners plan to conduct a signing ceremony in late September with each of the members represented.

Background

The ED Forum was established in 2009 as a subcommittee of the Partnership of Douglas County Governments to identify common objectives and collaborate on economic development efforts, specifically the attraction and retention of primary jobs. Since its formation, the ED Forum has met on a regular basis and will serve as the basis for the Collaborative advisory committee discussed above.

The jurisdictions and entities that make up the ED Forum have collectively worked together to support business needs, share resources and information, and promote Douglas County. The work of this group for over the last 10 years supports the transition to a more robust entity like the Collaborative. The Collaborative MOU is a natural next step for staff and elected officials to continue to work together to support economic development across Douglas County.

Recommended Action

Based upon resolution of the condition below, the attached MOU to establish the Douglas County Economic Collaborative may be approved by the Board of County Commissioners as it complies with all County approval standards and policies.

Prior to final execution of the MOU, Town staff may make minor technical changes as requested by MOU Parties in consultation with the Town Attorney and Town Manager.

Proposed Motion:

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

Alternate Motions:

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

"I move to continue this item to (date) to allow time for: (list information needed)"

Attachments

Item #: 23. File #: RES 2022-094

Resolution Memorandum of Understanding

RESOLUTION NO. 2022-

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING THE FORMATION OF THE DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE

WHEREAS, one of the primary economic development objectives of the Town of Castle Rock (the "Town") is to further the creation of primary jobs for the Town's residents; and

WHEREAS, in the spirit of cooperation with the Douglas County Commissioners and the Town's Douglas County municipal partners, the Douglas County Economic Development Organizations are proposing the creation of the Douglas County Economic Collaborative (the "DCEC"); and

WHEREAS, the mission of the DCEC is to support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through a proactive, strategic and coordinated marketing initiative; and

WHEREAS, the Douglas County Partnership of Governments - Economic Development Sub-Committee has requested, and Town staff and the Castle Rock EDC hereby recommend, that the Town Council authorize the execution of a Memorandum of Understanding formally establishing the DCEC.

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

Section 1. Approval. The Memorandum of Understanding by and between the Board of County Commissioners of the County of Douglas, the Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation concerning the formation of the Douglas County Economic Development Collaborative is hereby approved in substantially the same form attached as *Exhibit 1*, with such technical changes, additions, modifications, or deletions 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 by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this day of	, 2022, 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	David L. Corliss, Town Manager			

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT, THE TOWN OF CASTLE ROCK, THE CITY OF CASTLE PINES, THE TOWN OF LARKSPUR, THE CITY OF LONE TREE, THE TOWN OF PARKER, HIGHLANDS RANCH METRO DISTRICT, DOUGLAS COUNTY LIBRARIES, THE CASTLE ROCK ECONOMIC DEVELOPMENT CORPORATION, DENVER SOUTH, AND THE NORTHWEST DOUGLAS COUNTY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION OF THE DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of _____, 20__, by and between the Board of County Commissioners of the County of Douglas, the Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation, hereinafter referred to jointly as the "Parties"; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the implementation and operation of a collaborative effort known as the Douglas County Economic Development Collaborative ("Collaborative"); and

WHEREAS, the Collaborative will support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through proactive and collaborative marketing initiatives; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

Section 1. <u>Subject Matter of MOU</u>. This MOU sets forth the understanding of the Parties associated with the formation of the Collaborative and the responsibilities of the Parties under this MOU.

Section 2. <u>Duration of MOU</u>. This MOU shall be effective for a period of one calendar year, beginning on _______. Pursuant to Section 29-1-110, C.R.S any potential expenditure related to this MOU is subject to the Parties' annual appropriation of funds for any such proposed expenditure. This MOU shall renew automatically on December 31st of each year for additional one-year terms unless earlier terminated by the Parties or as provided in this Section 2. If any Party to this MOU should decide to withdraw from participation in this MOU then that Party may do so by giving written notice thereof to the other Parties. The remaining Parties shall continue operation of the Collaborative by amending this MOU pursuant to Section 10. In the event this MOU is not amended to continue operation of the Collaborative without the withdrawing Party then this MOU shall be terminated.

Section 3. Relationship of the Parties. This MOU is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business

association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

Section 4. Appointment of Collaborative Board Chair. The Parties agree that a Douglas County Commissioner will Chair the Collaborative Board, as described in Section 5.A.

Section 5. Responsibilities of the Parties. The Parties agree to the following:

- A. The Collaborative shall include a Board made of one elected official, as identified below, from the following participating Parties; and shall be responsible for implementation of the Collaborative as described in Exhibit A:
 - Douglas County County Commissioner
 - Town of Castle Rock Mayor
 - City of Castle Pines Mayor
 - City of Lone Tree Mayor
 - Town of Larkspur Mayor
 - Town of Parker Mayor
 - Highlands Ranch Metro District Chair
- B. The Collaborative shall also include an Advisory Committee made up of one staff representative from each participating Party; and shall be responsible for implementation of the Collaborative as described in Exhibit A:
 - Douglas County
 - Douglas County School District
 - Town of Castle Rock acting through Castle Rock Economic Development Corporation
 - City of Castle Pines
 - Town of Larkspur
 - City of Lone Tree
 - Town of Parker
 - Highlands Ranch Metro District
 - Douglas County Libraries
 - Denver South
 - Northwest Douglas County Chamber and Economic Development Corporation

Section 6. Notice. Any notice required by this MOU shall be given, in writing by U.S. postal mail, as follows:

Douglas County County Manager 100 Third Street Castle Rock, CO 80104

Douglas County School District 620 Wilcox Street Castle Rock, CO 80104

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

City of Castle Pines 360 Village Square Lane, Suite B Castle Pines, CO 80108

Town of Larkspur 8720 Spruce Mountain Road Larkspur, CO 80118

City of Lone Tree 9220 Kimmer Dr., Suite 100 Lone Tree, CO 80124

Town of Parker 20120 E Mainstreet Parker, CO 80138

Highlands Ranch Metro District 62 Plaza Drive Highlands Ranch, CO 80129

Douglas County Libraries 100 S. Wilcox St. Castle Rock, CO 80104

Denver South 304 Inverness Way South #315 Englewood, CO 80112

Northwest Douglas County Chamber and Economic Development Corporation 300 W. Plaza Drive, Suite 225 Highlands Ranch, CO 80129

- **Section 7.** Applicable Law. The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this MOU is executed. The laws of the State of Colorado shall govern this MOU. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado.
- **Section 8.** <u>Non-waiver</u>. The Parties shall not be excused from complying with any provisions of this MOU by failure of any party to insist upon or seek compliance with such provisions.
- **Section 9.** Severability. Should any one or more provisions of this MOU be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
- **Section 10.** <u>Amendment</u>. This MOU may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties hereto.
- **Section 11.** No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties herein, and nothing contained in this MOU shall give or allow any such claim or right of action by any other third party on such MOU. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.
- **Section 12.** <u>Assignability</u>. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.
- **Section 13.** <u>Headings for Convenience</u>. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this MOU.
- **Section 14.** Governmental Immunity. The Parties hereto understand and agree that the public entity Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this MOU, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.
- **Section 15.** Entire MOU. This MOU constitutes the entire agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained herein, that this MOU constitutes the entire agreement of the Parties, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- **Section 16.** Execution. This MOU is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

Douglas County

]	By:
	, ,
APPROVED AS TO LEGAL FORM:	

, County Attorney

Douglas County School District

	By:
	By:, Superintendent
APPROVED AS TO LEGAL FORM	:

Town of Castle Rock

	By:
	Jason Gray, Mayor
ATTEST:	
Lisa Anderson, Town Clerk	
APPROVED AS TO LEGAL FORM	I:
Michael J. Hyman, Town Attorney	

	Town of Larkspur		
	Ву:		
	, Mayor		
APPROVED AS TO LEGAL FORM:			

	City of Lone Tree	
	By:	
	, Mayor	
APPROVED AS TO LEGAL FOR	M:	

	Town of Parker		
	By: Jeff Toborg, Mayor		
ATTEST:			
Town Clerk			
APPROVED AS TO LEGAL FORM	1 :		

Highlands Ranch Metro District By:________, Chair APPROVED AS TO LEGAL FORM:

	Douglas County Libraries		
	By:		
APPROVED AS TO LEGAL FORM	1 :		

The Castle Rock Economic Development Corporation

By:		
•		

Denv	ver	S	Λī	ıth
Dun	, С	v	υı	

By:			
-			

Northwest Douglas County Chamber and Economic Development Corporation

By:			
•			

EXHIBIT A

DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE IMPLEMENTATION PLAN

The Douglas County Economic Development Collaborative (the 'Collaborative') is a collection of municipalities, special districts, and economic development groups led by Douglas County to actively promote and market the positive attributes of Douglas County. The objective of the Collaborative is to actively engage and educate regional and national site selectors, brokers, developers, and business leaders through a variety of media and events as to the business opportunities and environment in Douglas County.

OBJECTIVE: Support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through a proactive and collaborative marketing initiative.

The Collaborative Board:

The Collaborative Board will meet on a quarterly basis and will include an elected official, as identified in Section 5, from each Board member jurisdiction. It will be chaired by a Douglas County Commissioner.

Duties of the Collaborative Board:

- Programmatic guidance to the Advisory Committee
- Make recommendations to the Douglas County Board of County Commissioners regarding fiscal requests related to the implementation of the Collaborative's Objective
- Provide updates to the Partnership of Douglas County Governments as to the overall operations of the Collaborative

Quorum:

Action by the Board shall only take place if a quorum is present. A quorum of the Board shall consist of a simple majority of the participating Parties identified in Section 5(A) as Board members.

Meeting Attendance:

When a member of the Board is unable to attend a meeting, the member elected official may appoint an alternate to participate in the decision-making processes on behalf of the member jurisdiction.

The Collaborative Advisory Committee:

The Collaborative Advisory Committee will meet on a bi-monthly basis and will include a staff person from each of the following entities:

- Douglas County
- Douglas County School District
- Town of Castle Rock acting through Castle Rock Economic Development Corporation

- City of Castle Pines
- Town of Larkspur
- City of Lone Tree
- Town of Parker
- Highlands Ranch Metropolitan District
- Douglas County Libraries
- Denver South
- Northwest Douglas County Chamber and Economic Development Corporation

Outside entities, including, but not limited to Aurora-South Metro Small Business Development Center and Arapahoe Douglas Works! may also be invited to participate in a programmatic consulting manner for the Advisory Committee.

The Advisory Committee Chair will rotate amongst the following jurisdictional members of the Board on an annual basis:

- Douglas County
- Town of Castle Rock acting through Castle Rock Economic Development Corporation
- City of Castle Pines
- City of Lone Tree
- Town of Larkspur
- Town of Parker
- Highlands Ranch Metropolitan District

Duties of the Collaborative Advisory Committee:

- Develop proposals and recommendations for the Board's consideration regarding programmatic priorities, funding opportunities, and events
- Douglas County
 - Invest in an online commercial property database showing buildings for lease or sale in Douglas County
 - o Develop and publish quarterly economic activity reports
- Douglas County Libraries
 - o Manage Gazelle AI database

Ouorum:

Action by the Advisory Committee shall only take place if a quorum is present. A quorum of the Committee shall consist of a simple majority of the member entities.

Meeting Attendance:

When a member of the Advisory Committee is unable to attend a meeting, the member may appoint an alternate to participate in the decision-making processes on behalf of the member entity.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 24. File #: ORD 2022-017

To: Honorable Mayor and Members of Town Council

Through: Dave L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services

Ordinance Amending the Town's Zone District Map by Approving the Dawson Trails Planned **Development Plan and Zoning Regulations (First Reading)**

Executive Summary

Dawson Trails I, LLC (applicant), on behalf of all current owners of record, has submitted a Major Planned Development Amendment application, titled as Dawson Trails Planned Development (PD). The Dawson Trails PD application proposes to rezone property that includes a portion of the Westfield Trade Center PD and all of the Dawson Ridge PD, with the exception of three 1-acre parcels.

The Dawson Trails PD consists of approximately 2,064 acres, and is located in the southwest quadrant of the Town boundaries; it is west of Interstate 25 (I-25) and north and south of Territorial Road (Attachment A). The future Crystal Valley Parkway/I-25 Interchange (Interchange) will align with Territorial Road. The Interchange is a Town capital improvement project, planned in partnership with Douglas County and the Colorado Department of Transportation, that is currently in the design phase.

Compared to the underlying PD zoning, the rezoning proposal represents a substantial reduction in residential density and commercial square footage, and a significant increase in open space. Highlights of the proposed PD Plan and Zoning Regulations include:

Key Elements

- A 202% increase in open space.
- 26% reduction in the total number of residential dwelling units.
- An approximate 82% reduction in commercial/office/retail/industrial square footage.
- Buffer widths increased from a maximum of 100 feet to a minimum of 250 feet.
- A Wildland/Urban Interface Wildfire Vegetation Management Plan.
- A 56% reduction in high density residential units, from approximately 5,453 to 2,400.
- A highway oriented sign plan.

Item #: 24. File #: ORD 2022-017

Prescriptive architectural design standards.

Budget Impact

Development of the property will generate review and impact fees, along with use taxes for commercial development. Future sales tax generation will provide additional revenue to fund Town services.

Recommendation

Planning Commission will consider the rezoning proposal at a public hearing scheduled for August 11 th. Staff will provide Town Council with the Planning Commission recommendation at the Council's public hearing scheduled for August 16th.

Proposed Motions

Option 1: Approval

"I move to approve Ordinance No. 2022 - ___, as presented."

Option 2: Approval with Conditions

"I move to approve Ordinance No. 2022 - ___, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], 2022, at [time]."

Attachments

Attachment A: Site Vicinity Map

Attachment B: Ordinance

Attachment C: Castle Rock Ranch Planned Development - 1984

Westfield Trade Center Planned Development Plan - 1989 Attachment D:

Attachment E: Dawson Ridge Planned Development Plan - 1986

Traffic Impact Analysis Attachment F:

Colorado Parks and Wildlife Referral Letter Attachment G **Summaries of Neighborhood Meetings** Attachment H:

Attachment I: Emails from the Public (link)

Twin Oaks HOA External Referral Comments Attachment J: Keene Ranch HOA External Referral Comments Attachment K:

Attachment L: Fiscal Impact Analysis

Attachment M: Colorado Division of Wildlife - Elk Ranges





AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: Dave L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services

Title: Ordinance No. 2022 - 017: An Ordinance Amending the Town's Zone District

Map by Approving the Dawson Trails Planned Development Plan and Zoning

Regulations (1st Reading) [2,064 acres located West of Interstate 25 and

North and South of Territorial Road]

Executive Summary

Dawson Trails I, LLC (applicant), on behalf of all current owners of record, has submitted a Major Planned Development Amendment application, titled as Dawson Trails Planned Development (PD). The Dawson Trails PD application proposes to rezone property that includes a portion of the Westfield Trade Center PD and all of the Dawson Ridge PD, with the exception of three 1-acre parcels.

The Dawson Trails PD consists of approximately 2,064 acres, and is located in the southwest quadrant of the Town boundaries; it is west of Interstate 25 (I-25) and north and south of Territorial Road (Attachment A). The future Crystal Valley Parkway/I-25 Interchange (Interchange) will align with Territorial Road. The Interchange is a Town capital improvement project,

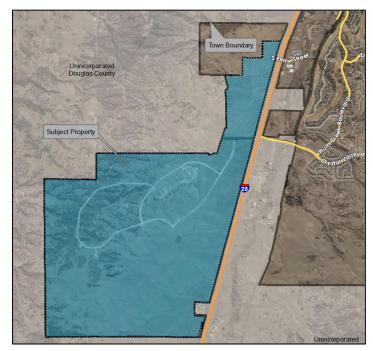


Figure 1: Site Vicinity Map

planned in partnership with Douglas County and the Colorado Department of Transportation, that is currently in the design phase.

Compared to the underlying PD zoning, the rezoning proposal represents a substantial reduction in residential density and commercial square footage, and a significant increase in open space. Highlights of the proposed PD Plan and Zoning Regulations include:

Key Elements

- A 202% increase in open space.
- 26% reduction in the total number of residential dwelling units.
- An approximate 82% reduction in commercial/office/retail/industrial square footage.
- Buffer widths increased from a maximum of 100 feet to a minimum of 250 feet.
- A Wildland/Urban Interface Wildfire Vegetation Management Plan.
- A 56% reduction in high density residential units, from approximately 5,453 to 2,400.
- A highway oriented sign plan.
- Prescriptive architectural design standards.

Planning Commission Recommendation

Planning Commission considered the proposed Dawson Trails Planned Development Plan and Zoning Regulations at a public hearing held Thursday, August 11th at 6 pm. The Commission heard public comment from Town and County residents, local business owners and others interested in the proposal. Public testimony was provided both in-person and virtually, and comments provided were both for and against the proposed rezoning.

Planning Commission voted 7 to 0, to recommend approval of the Dawson Trails Planned Development Plan and Zoning Regulations to Town Council, with the following recommendations 1) that the Town work with the County on the new frontage road extension from the south property boundary of the Dawson Trails development to intersection with Tomah Road, so the entire length of road is both safe and provides fire egress, and 2) to encourage the water department to work with the neighboring communities who may be interested in paying their fair share of accessing the Town's central water system.

Summary of Proposal

The Dawson Trails PD zoning proposes a maximum of 5,850 dwelling units and 3.2 million square feet of commercial, office, restaurant, retail, and industrial uses. Public and private open space totals 748 acres and an additional 227.6 acres of land will be dedicated to the Town for development of public facilities such as regional parks, schools, fire station, trails, mobility hub, etc. (Attachment B).

The proposed PD Zoning Regulations include permitted uses, development standards, architectural standards and signage regulations (Attachment B). Of note are the provisions for a pedestrian-oriented public gathering place/mainstreet concept located in the heart of the commercial area.

Town of Castle Rock and owner obligations are formalized in the Dawson Trails Development Agreement (DA) that will be considered and acted upon by Town Council. The DA is a contract between the Town and the developer that addresses obligations, infrastructure improvements, phasing, open space and water rights conveyances. The highlights of the Dawson Trails DA are summarized in this report as an informational item. Of note, the DA includes a \$50 million contribution to the Interchange and the most stringent Water Efficiency Plan implemented in the Town of Castle Rock to date.

The applicant has held five formal neighborhood meetings since April 13, 2021. In addition, the applicant has met informally with surrounding Homeowner Associations (HOAs) and residents on at least ten occasions to date.

Staff has thoroughly reviewed the project and the applicant has made all staff requested changes to the proposal. The purpose of this staff report is to provide background on the annexation and zoning history of the property, detail the proposed PD Plan and Zoning Regulations, summarize external referral comments and public input, and analyze proposed Dawson Trails PD Plan and Zoning Regulations according to the Town's review and approval criteria.

Background

The Dawson Trails PD proposes to rezone land within the Town of Castle Rock that is currently in two different zoning districts; Westfield Trade Center PD and Dawson Ridge PD. These two PDs were originally annexed and zoned under the Castle Rock Ranch PD. A brief history of the incorporation and zoning of the land is included in the following section.

Castle Rock Ranch PD

In 1984, Castle Rock Ranch (CRR) was annexed to the Town of Castle Rock and zoned Planned [Unit] Development (Attachment C). CRR consisted of about 2,261 acres and zoned to allow 7,900 dwelling units. Residential housing types and densities ranged from low density single-family detached homes at 1 dwelling unit per acre (du/ac), to high density multifamily units at 20 du/ac. Over two-thirds of the 7,900 dwelling units were planned as higher density development ranging from 8 du/ac to 20 du/ac. Density transfers up to 20% between planning areas was allowed with Council approval at the time of the site development plan and platting, with maximum dwelling units not to exceed 7,900.

Non-residential uses included 173 acres of commercial, 287 acres of office/commercial and 295 acres of industrial uses. The CRR

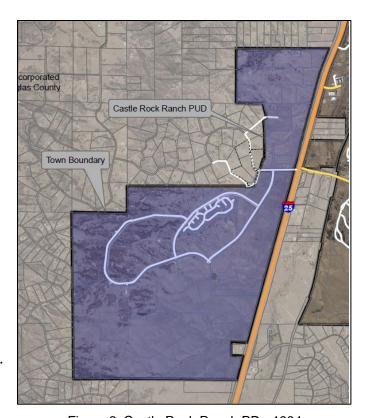


Figure 2: Castle Rock Ranch PD - 1984

PD did not establish a maximum square footage of non-residential uses, however using the assumptions discussed below, and shown in Table 1, an estimated 20,560,320 square feet of non-residential uses were permitted in the CRR PD. The purpose for estimating the permitted square footages is to allow a relevant comparison to the proposed Dawson Trails PD.

This estimate assumes the net acreage (excluding road rights-of-way) is 85% of the gross acreage and buildings are assumed to be 2-stories in height. The percentage of lot coverage is the actual maximum allowed in the CRR PD. It is important to note that the 2-story assumption

is a conservative estimate, since the CRR PD Zoning Regulations allowed commercial and office buildings a maximum height of 50 feet, and 75 feet as a Use by Special Review. Maximum building height of industrial buildings was 40 feet.

Castle Rock Ranch PD Non-Residential Square Footage

	Commercial	Office/Comm	Light Industrial	Total S.F.
Gross Acreage	173 ac.	287 ac	295 ac.	
Net Acreage*	147 ac.	244 ac.	251 ac.	
Lot Coverage	35% = 51 ac.	35% = 85 ac.	40% = 100 ac.	
Sq. Ft. x 2-stories	4,443,120 sf.	7,405,200 sf.	8,712,000 sf.	20,560,320 sf.

^{*} Assuming that net acreage is 85% of the gross acreage

Table 1: Estimate of Non-Residential Square Footage in Castle Rock Ranch PD

The Public Land Dedication was approximately 248 acres, or 11% of the site. The CRR PD, however, did not establish an overall minimum public open space dedication. Instead the CRR PD plan outlined areas of "Suggested Private Open Space" and the Zoning Regulations required a minimum of 20%, 252 acres, private open space be designated in each residential planning area at the time of site development plan and platting.

A maximum 30-foot private open space easement was required as a buffer where non-residential use areas within the PD abutted residential uses outside of the PD. A 50 to 100-foot building setback was required along southern boundary of the Twin Oaks Subdivision. The Keene Ranch PD was not approved by Douglas County until 1992, after the CRR PD was already approved. See page 10 of this report for more information on the surrounding subdivisions.

The CRR zoning regulations anticipated the potential future construction of an Interstate 25 interchange within the property, and allowed for increased intensity of uses in planning areas adjacent to arterial roadways developed with the Interchange, with Town Council approval.

In 1986, Castle Rock Ranch PD was rezoned into two new zoning districts, creating Dawson Ridge PD, south of Territorial Road, and Westfield Trade Center PD (Westfield), north of Territorial Road.

Westfield Trade Center PD

The Westfield Trade Center PD (Westfield) was approved in 1986 and amended in 1989. The 1989

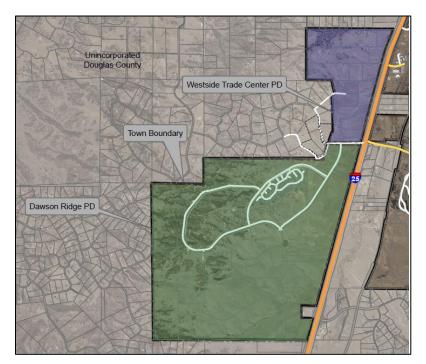


Figure 3: Dawson Ridge PD and Westfield Trade Center PD - 1986

Westfield PD Plan and Zoning Regulations remain in place and valid at the present time (Attachment D).

The Westfield PD is zoned for approximately 39 acres of commercial uses and 301 acres of light industrial/research and development uses. The Westfield PD Plan identifies an interchange at I-25 and Territorial Road/Douglas Lane. Westfield planning area 5, immediately adjacent to the future Interstate interchange is allowed a maximum of 2,486,514 non-residential building square footage. The total estimated square footage of commercial, light industrial and research/development permitted in Westfield is 11,721,234 sf, based on the same assumption method described on page 3.

Westfield Trade Center PD

	Commercial	Lt. Industrial/R&D	Totals	
Planning Area 5	2,486,514 sf.		2,486,514 sf.	
All other Planning Areas				
Gross Ac.	13 ac.	301 ac.		
Net Ac.*	11 ac.	256 ac.		
Lot Coverage	35% = 4 ac.	40% = 102 ac.		
Sq. Ft. x 2-stories	348,480 sf.	8,886,240 sf.	9,234,720 sf.	
Grand Totals	2,834,994 sf.	8,886,240 sf.	11,721,234 sf.	

^{*} Assuming that net acreage is 85% of the gross acreage

Table 2: Estimate of Non-Residential Square Footage in Westfield Trade Center PD

The Dawson Trails PD proposes to rezone approximately 184 acres of the southern half of Westfield Trade Center. The remaining portion of Westfield will retain zoning for approximately 13 acres of commercial uses and 105 acres of industrial research and development uses, equating to approximately 3,484,800 square feet of non-residential development (See Table 3). Future development of the 3,484,800 square feet of commercial, industrial and research and development uses remaining in Westfield must comply with the Westfield Trade Center PD and all current Town requirements, including provision of sufficient water rights dedication to meet the estimated demand and mitigation of traffic impacts.

Westfield Trade Center PD Remaining [Not included in Dawson Trails PD]

	Commercial	Lt. Industrial/R&D	Totals
Gross Ac.	13 ac.	105 ac.	
Net Ac.*	11 ac.	89 ac	
Lot Coverage	35% = 4 ac.	40% = 36 ac.	
Sq. Ft. x 2-stories	348,480 sf.	3,136,320 sf.	3,484,800 sf.
Grand Totals	348,480 sf.	3,136,320 sf.	3,484,800 sf.

^{*}Assuming that net acreage is 85% of the gross acreage

Table 3: Estimate of Non-Residential Square Footage Remaining in Westfield Trade Center PD

Residential uses are not permitted in the Westfield PD. The public land dedication in Westfield is 37 acres and no public open space is set aside in the Westfield PD. A private open space easement/setback buffer ranging from 50 to 100 feet is established along the common boundary between Westfield and the Twin Oaks Subdivision.

Dawson Ridge PD

In 1986, the majority of the CRR PD land, was rezoned as Dawson Ridge PD, allowing a maximum of 7,900 residential dwelling units, with densities ranging from 1 du/ac to 20 du/ac (Attachment E). The rezoning carried forward the CRR higher density allowances, with more

than two-thirds of the dwelling units planned with densities ranging from 8 du/ac to 20 du/ac. Approximately 127 acres of land was zoned commercial, 156 acres was zoned office/commercial, and 151 acres was zoned for mixed use (commercial, office and medium to high density residential).

The potential estimated square footage of commercial and office uses permitted in Dawson Ridge is 9,321,840. Table 4 reflects the estimated, cumulative 21,043,074 square feet of non-residential uses currently allowed in Dawson Ridge and Westfield combined. With the exception of Westfield planning area 5, the estimates in Table 4 assume the net acreage (excluding road right-of-way) is 85% of the gross acreage and buildings are assumed to be 2-stories; the same assumptions used for Castle Rock Ranch PD. The percentage of lot coverage is the actual maximum allowed in the respective PDs.

Dawson Ridge PD and Westfield Trade Center PD Non-Residential Square Footage

Dawson Ridge	Commercial	Office/Comm	Office/Comm/MF	Lt. Industrial	Totals
Gross Ac.	127 ac.	156 ac.	75.5* ac.	0	
Net Ac.**	108 ac.	133 ac.	64 ac.	0	
Lot Coverage	35% = 38 ac.	35% = 47 ac.	35% = 22 ac.	N/A	
Sq. Ft. x 2-stories	3,310,560 sf.	4,094,640 sf.	1,916,640 sf.	0	9,321,840 sf.
Westfield					
Planning Area 5	2,486,514 sf.	N/A	N/A	N/A	2,486,514 sf.
Remaining Planning Areas					
Gross Ac.	13 ac.	0	0	301 ac.	
Net Ac.**	11 ac.	0	0	256 ac.	
Lot Coverage	35% = 4 ac.	N/A	N/A	40% = 102 ac.	
Sq. Ft. x 2-stories	348,480 sf.	0	0	8,886,240 sf.	9,234,720 sf.
Westfield Subtotals	2,834,994 sf.	0	0	8,886,240 sf.	
Grand Totals	6,145,554 sf.	4,094,640 sf.	1,916,640 sf.	8,886,240 sf.	21,043,074 sf.

^{*}Assuming only half of the 151 acres develops as Office and Commercial.

Table 4: Estimate of Non-Residential Square Footage in Dawson Ridge PD and Westfield Trade Center PD

The public land dedication in Dawson Ridge is 211 acres. As with CRR PD, a minimum public open space acreage was not dedicated in the overall PD, instead a minimum of 20% of the total residential acreage, or 248 acres are required to be set aside as private open space.

The buffer and setback standards established in the CRR PD were carried over to the Dawson Ridge PD, to include the 30-foot private open space easement required where non-residential use areas within the PD abut residential uses outside of the PD and the 50-100 foot building setback from the Twin Oaks Subdivision south boundary. The 20% density transfer between planning areas and the allowance for an increase in intensity of uses with the construction of an I-25 interchange were also carried forward in the Dawson Ridge PD.

In the late 1980's, the major looped roadway, along with water, wastewater and other utility infrastructure, were installed in Dawson Ridge. Well sites and a water tank were constructed and one neighborhood, Filing 11 with 234 lots and 15 tracts, was platted. Other improvements installed in Filing 11 included roadways, utilities, decorative perimeter fencing and landscaping. With the exception of the Dawson Ridge Filing 11 improvements and the loop road infrastructure, no other development has occurred in Dawson Ridge or Westfield PDs in the 38

^{**}Assuming that net acreage is 85% of the gross acreage

years since Castle Rock Ranch Planned Development was annexed to, and zoned in, the Town of Castle Rock, and no homes have been constructed.

The zoning for Westfield Trade Center PD remains in effect and Westfield could develop as zoned today. The Dawson Ridge PD zoning is still in place, however it has been suspended, as discussed below.

<u>Dawson Ridge PD – Suspension</u> Agreement

After construction of the major roadway and utility infrastructure, the Dawson Ridge Metropolitan District No. 1 (District) filed for Chapter 9



Figure 4: Dawson Ridge Limited Development - 2016

bankruptcy in 1990. The District was also the principal landowner within the Dawson Ridge PD, having acquired the property in settlement of claims against the original master developer. As a condition to the Town's consent to the District's proposed refinancing plan, Dawson Ridge Districts 1-5 entered into a Suspension Agreement (Agreement) with the Town dated October 8, 1992. The principal land use consequence of the Agreement was that the prior entitlements to develop under the Dawson Ridge PD Plan and PD Zoning Regulations were suspended.

In order to lift this suspension for Dawson Ridge, a developer must submit a PD Plan and PD Zoning Regulations to the Town for review and approval. The applicant has purchased, or has under contract, the parcels of land included in the boundaries of the proposed Dawson Trails PD. The applicant's purpose in submitting and requesting approval of the Dawson Trails PD, is to re-establish development rights as required by the Suspension Agreement, and to create a Planned Development that is reflective of current marketing trends, lifestyles and Town values, goals and objectives.

The remainder of this report will focus on the details of the proposed Dawson Trails PD Plan and Zoning Regulations, the public outreach process, and an analysis of the review and approval criteria.

Discussion

The proposed Dawson Trails Planned Development Plan is approximately 2,064 acres and includes all of the Dawson Ridge PD (except for three, 1-acre Metropolitan District parcels) and approximately 184-acres of the Westfield Trade Center PD.

Existing Conditions

The following summary of existing conditions on the property is based on an updated Land Suitability Analysis Report (LSAR), dated April 13, 2022, prepared by Norris Design. The LSAR Page 7 of 30





Figures 5 & 6: Dawson Ridge Infrastructure Damage - 2016

looked at the site history, cultural and historical resources and assessed the topography and natural features of the property.

As discussed previously in this report, limited development occurred within the Dawson Ridge PD during the late 1980's consisting of construction of some infrastructure improvements, which were never accepted by the Town. Such improvements included concrete road, with waterlines, sanitary sewer lines and storm sewer located within the right-of-way (ROW). Water distribution infrastructure was also constructed to include water wells and a potable water tank. The utility systems were never connected to the Town's central systems. Given the age and condition of the infrastructure in Dawson Trails today, the Town will not accept any existing utilities to be used for the proposed development. Where appropriate, the existing infrastructure will be removed. The remainder of the site is undeveloped and has been used for cattle-grazing. The property is gated and closed to public access.

The topography consists of rolling hills with some moderate slopes and the overall grades are gentle. A ridge runs north to south through the west portion of the property. The vegetation consists of various native highplains plant types such as yucca, Gambel Oak, and prairie grasses. Some native trees are clustered along the ridge. Pines, Cottonwoods and Russian Olive trees were planted along the limited roadway installed in the 1980's. The high water use species will be removed as new development occurs.



Figure 7: Dawson Ridge Cattle Grazing - 2016

No Waters of the US or wetlands, as defined by the U.S. Army Corps of Engineer, were identified on the property or on the U.S. Fish and Wildlife Service (USFWS) National Wetland

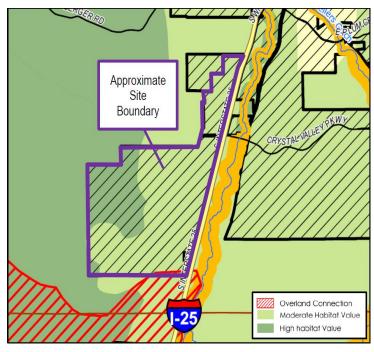


Figure 8: Douglas County Wildlife Resources Map

Inventory Map. One man-made pond exists on the site. It was created and used for livestock watering. This pond will be eliminated as phased construction occurs. There are Town-identified major drainageways that traverse the property. Development adjacent to the drainageways will require stabilization, protection and preservation of these drainageways in compliance with the Town Code and technical criteria. Dawson Trails contains wildlife habitat, as would be expected with a large expanse of undeveloped land. Large mammals known to be in the area include elk, mule deer, black bear, coyotes and mountain lions. The Douglas County 2040 Comprehensive Master Plan identifies the value of wildlife habitat (Figure 8). High-value habitat (dark green) is designated in the northwest

portion of the PD and extends into Douglas County, the remainder is considered moderate-value habitat. A small overland connection zone is identified along the southeast boundary of the property, where a 109-acre dedicated open space area is planned.

Specific to the presence of elk on the property, the Colorado Division of Wildlife (CDW) has identified elk ranges throughout Colorado. The Division of Wildlife Elk Ranges Map indicates that the majority of Douglas County is within the overall elk range area. Figure 9 shows the overall elk range in yellow and the winter range in light blue. The general location of Dawson Trails in Figure 9 is outlined in blue. See Attachment M for the full state-wide map with legend.

Various species of migratory birds such as Black-billed Magpies, Rock Doves and Scrub Jays were identified on the site.

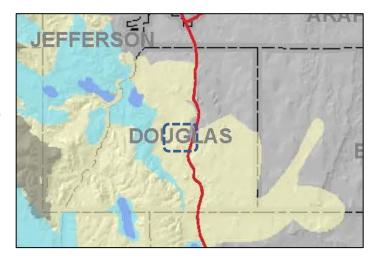


Figure 9: Colorado Division of Wildlife Elk Ranges Map

Development on the property will be subject to the restrictions of the Migratory Birds Treaty Act. Burrowing Owls were not specifically identified on the property, however the presence of prairie dog burrows was confirmed north of Territorial Road. A Burrowing Owl survey will be required prior to development in that area that would occur during the Owl's breeding season, between March 15 and October 31.

Eagles have been seen in the area, and photographed adjacent to the property along the west frontage road. The Colorado Department of Parks and Wildlife indicated that the property does not contain Bald Eagles; no Bald or Golden Eagles, or their nests were identified on the

property. The Town's Wildlife Specialist has inspected the site and reached the same conclusion.

Measures incorporated in the Dawson Trails PD intended to mitigate impacts to wildlife and natural resources on the site are discussed in more detail in the External Referral and Analysis sections of this report.

Surrounding Uses

The proposed Dawson Trails PD abuts unincorporated Douglas County to the north, west and south (Figure 10). The Twin Oak Subdivision (Twin Oaks) is located north and west of the Dawson Trails PD and is accessed from the east by Territorial Road, the general location of the future Crystal Valley/I-25 Interchange. The Twin Oaks Subdivision was approved and platted in 1973 and consists of approximately 56 lots. The property is straight zoned as Large Rural Residential (LLR) in Douglas County, which is characterized by large lot, single-

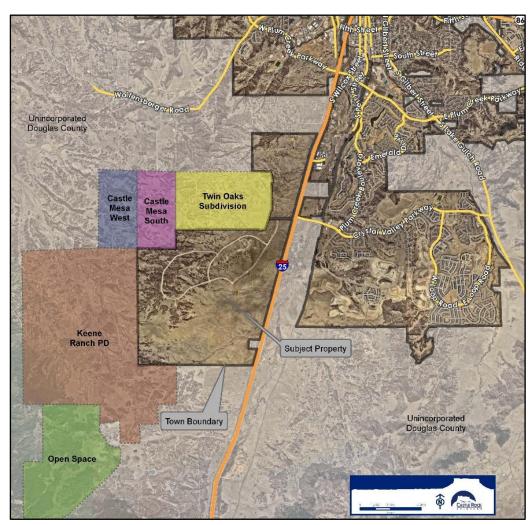


Figure 10: Surrounding County Developments

family detached residences and limited agricultural uses. LLR densities range from one dwelling per 34.9 acres to one dwelling per 10 acres.

Castle Mesa South is adjacent to the northwest corner of Dawson Trails. The development was approved and platted in 1971. It consists of approximately 17 lots and is straight zoned as Estate Residential, which allows single-family residential home sites with densities ranging from 1 du/ac to 1 du/4.9 ac. Access to Castle Mesa South from the east is via Twin Oaks Road.

Castle Mesa West abuts the very northwest corner of Dawson Trails and is a county subdivision approved in 1972. The subdivision consists of approximately 30 lots and is straight zoned Rural Residential. Density is limited to one single-family dwelling unit per lot. Access to the subdivision is from the east and north.

Keene Ranch Planned Development is located west and southwest of the proposed Dawson Trails PD. The Keene Ranch PD was approved by Douglas County in 1992 and amended in 1994. Permitted uses include single-family detached residences with limited agricultural uses. The minimum lot size allowed is 35 acres and the maximum number of dwelling units is 247. Tomah Road provides the primary access to Keene Ranch. A 50-foot setback from any rear or side lot line is required. Only one emergency vehicle access (EVA) was required along the west boundary of Keene Ranch.

There are no new road connections planned through Dawson Trails to any of the surrounding developments. The developer has committed to providing Keene Ranch an additional EVA along the common boundary with Keene Ranch. A conceptual EVA location is shown on the proposed PD Plan.

The property adjacent to southeast boundary of Dawson Trails is privately owned and zoned Agriculture One, allowing for 1 dwelling unit per 35-acre lot and a range of agricultural and community uses. The eastern boundary of Dawson Trails, approximately 3 miles in length, is adjacent to the Burlington Northern/Santa Fe Railroad, the west frontage road and I-25. There

is an 8-acre private property, addressed as 3211 S. Interstate 25, that breaks the Dawson Trails contiguity with the railroad, frontage road and I-25. That property is straight zoned Commercial and Estate Residential, in Douglas County and is not included in the Dawson Trails PD.

<u>Dawson Trails Planned</u> <u>Development Plan and Zoning</u> <u>Regulations</u>

The proposed Dawson Trails
Planned Development is located
in the southwest quadrant of the
Town of Castle Rock. The
property is bounded by the
Burlington North/Santa Fe
Railroad, the west frontage road
and I-25 to the east, Douglas
County residential subdivisions
and Agriculture One zoning to
west and south, and the
remainder of the Westfield Trade
Center PD to the north.

The new Crystal Valley / I-25 interchange planned by the Town, will run east to west through the

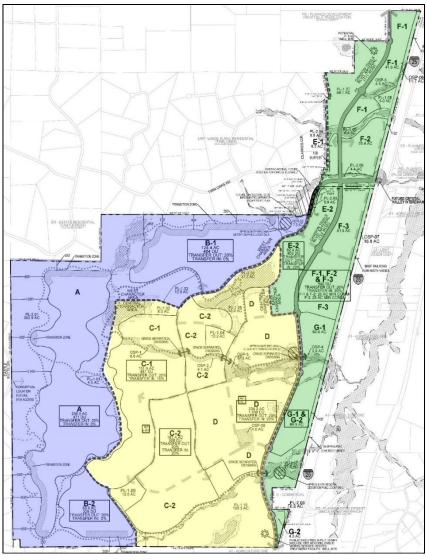


Figure 11: Planned Development Plan – Character Areas Page 11 of 30

PD, in the general location of the existing Territorial Road. The planned interchange is a Town Capital Improvement Project (CIP) and is being coordinated by the Town of Castle Rock, in partnership with Douglas County and Colorado Department of Transportation (CDOT) and subject to Federal Highway Administration regulations. The Interchange CIP is separate from the Dawson Trails PD rezoning application. The applicant does, however, have funding and construction obligations toward the Interchange and related improvements necessary to serve Dawson Trails. Those obligations are further detailed in the Development Agreement summary section below.

The PD consists of approximately 2,064 acres, and includes zoning that would allow up to 5,850 residential dwelling units, that includes a maximum of 2,400 multi-family dwelling units, and a maximum of 3,200,000 square feet of non-residential uses (Attachment B).

Character Areas

The PD Plan is organized into three Character Areas based on similarities in land uses and densities, with the intensity of uses increasing from west to east. The West Character Area (West), shaded blue in Figure 11 below, consists of the lowest density single-family detached residential uses and significant interconnected open space and trail corridors. There are three planning areas in the West (A, B-1 and B-2). The average density is 2.8 dwelling units per acre. Neighborhood amenities such as pocket parks, community center or pools are permitted, however, no commercial/office/retail/industrial uses are permitted in the West Character Area.

The Central Character Area (Central), shaded yellow, serves as a transition zone within the PD, from the lower density single-family development to the west, to the higher density residential and more intense commercial/office/retail/industrial uses to the east. Central allows a wide range of residential housing types, such as single-family detached and attached, as well as, multifamily products. The average density in the Central area is 6.1 du/ac. There are three planning areas in Central (C-1, C-2 and D). Planning Areas C-1 and C-2 are limited to single-family and multifamily residential uses. Only planning area in Central that is zoned to allow non-residential uses is Planning Area D. Additionally, acreage is set aside for open space and trail corridors, a regional park, schools, fire station and other public amenities.

The East Character Area (East), shaded green, is distinguished as being a zone of commerce, employment and mixed-use development, with zoning that allows a broad range and intensity of land uses, including industrial zoning, and higher density residential development. The East area consists of seven planning areas (E-1, E-2, F-1, F-2, F-3, G-1 and G-2). No residential development is permitted in E-1, G-1 and G-2 planning areas. The average density, excluding the G planning areas is approximately 7.7 du/ac. East also includes land set aside for a regional park, a transportation mobility hub, and other public improvements.

Significant transportation system improvements are planned for the East area. A major arterial road extending north to Plum Creek Parkway and south to Tomah Road, as well as the Crystal Valley / I-25 interchange will provide access throughout the site. This north/south arterial road, Dawson Trails Boulevard, will replace the existing west frontage road, eliminating a number of existing at-grade RR crossings. The transportation improvements are discussed in more detail in the Traffic Impact Analysis and Mitigation section below.

Uses and Development Standards

The proposed Dawson Trails PD represents a rezoning of the Dawson Ridge PD and approximately half of the Westfield Trade Center PD. The PD zoning proposes a maximum of 5,850 dwelling units and 3.2 million square feet of commercial, office, restaurant, retail, industrial uses. Approximately 748 acres, 36% of the property, will be set aside as public/private open space, and an additional 227.6 acres of land, 11% of the property, will be dedicated to the Town for development of public facilities such as regional parks, fire station, trails, mobility hub, etc. (Attachment B).

If approved, the PD Amendment will result in a 26% overall reduction in residential density, 82% reduction in commercial/office/retail/industrial square footage, and 202% increase in open space, when compared to the underlying zoning on the property. The reduction in high-density residential units, from approximately 5,453 units to 2,400 units, is a difference of 56%.

Non-Residential Uses

There are a wide range of non-residential uses proposed in the Dawson Trails PD, the type and intensity is dependent on the character area and planning area. No commercial/office/retail/industrial uses are permitted in Planning Areas A, B-1, B-2 in the West Character Area, nor in C-1 and C-2 the Central Character Area. The intensity of uses increases west to east across the PD, with the most intense uses located in the F and G planning area.

A minimum of approximately 111 acres of non-residential uses is required in the F and G planning areas. Self-storage uses are restricted to 30 acres total, with outdoor storage as a primary use not to exceed 15 acres. Sales and leasing of automobile, vehicle, RV, boat, motorcycle and ATVs is limited to 20 acres total.

Planning Area E-2 is zoned for a pedestrian oriented mixed use area intended to be developed as a centrally located gathering place and/or main street with development standards that promote walkability and pedestrian focal points. Convenient pedestrian and bicycle circulation, outdoor dining, and plazas will be elements of this mixed use area.

Residential Uses

Residential Uses and Lot Sizes - Residential uses are proposed to include a variety of housing types ranging from low-density single family detached homes in the western portion of the development, to high-density multifamily units in the eastern portion. The lot sizes vary to provide options for clustering development, different lot configurations, reduced irrigable area and shifting market trends.

Density Transfers

Under the Castle Rock Ranch PD and the Dawson Ridge PD density increases up to 20% were allowed with Council approval. The Dawson Trails PD allows administrative transfer of units between planning areas. The maximum percentage of units allowed into and out of planning areas are dependent on the proximity to county development. For example, Planning Areas A, B-1 and B-2 in the West Character Area allow a transfer of 20% of the units to other planning

areas, however no units may be added to the established maximums. See Table 5 for the density transfer allowances.

Transition Zone

A 150-foot Transition Zone is established along the boundaries of Planning Areas A, B-1 and B-2 nearest the county properties. Within the Transition Zone the minimum lot size is fixed at 7,700 square feet in Planning Area A, and

Maximun	n Allowed	Transfer of	Dwelling U	nits
	Planning	Maximum	Percent	
Character Area	Area	Units	Out	Percent In
	Α	471	20%	0%
West	B-1	484	20%	0%
	B-2	228	20%	0%
	C-1	481	20%	15%
Central	C-2	908	20%	20%
	D	1,938	20%	20%
	E-1	0	No Res.	No Res.
	E-2	400	20%	20%
	F-1		20%	20%
East	F-2	940	20%	20%
	F-3		20%	20%
	G-1	0	No Res.	No Res.
	G-2	0	No Res.	No Res.

Table 5: Maximum Allowed Transfer of Dwelling Units

6,600 square feet in areas B-1 and B-2. Prescriptive standards for lighting, building colors, landscaping and fencing also apply within the Transition Zone.

Open Space Buffers

Under the Castle Rock Ranch, Westfield Trade Center and Dawson Ridge PDs a 50 to 100-foot easement/building setback was required where adjacent to platted lots in the Twin Oaks Subdivision.

The Dawson Trails PD maintains the same open space buffer in Planning Areas E-1 and E-2 where adjacent to Twin Oaks. A 44-acre regional park is planned north of Planning Area E-1. The width of the open space buffer between Planning Area B-1 and Twin Oaks has been increased from a maximum of 100 feet to a minimum of 250 feet and maximum of 1,506 feet.

Castle Mesa South abuts the northwest corner of Dawson Trails. The width of the open space buffer with Castle Mesa South ranges from 1,215 feet to and 1,506 feet. The buffer also preserves an area of Minor and Moderate Skyline/Ridgeline Protection area, even though the Protection ordinance would allow development in the Minor and Moderate areas, with height limitations and mitigation measures. No development will occur on these highly visible high points.

The Keene Ranch PD was not approved by Douglas County until 1992; after the Castle Rock Ranch PD, Dawson Ridge and Westfield PDs had been approved by the Town. It is important to note that the Keene Ranch PD did not provide a prescriptive open space buffer where the PD is contiguous with the urban Town boundaries.

The Dawson Trails PD provides a dedicated open space buffer ranging from 365 feet to 1,145 feet along the west boundary that abuts Keene Ranch. The dedicated open space buffer ranges from 250 feet to 522 feet along the south boundary of Dawson Trails, shared with Keene Ranch. A 109-acre public land dedication in Dawson Trails is located east of the Keene Ranch

PD where Dawson Trails abuts two large parcels, both zoned Agricultural One in Douglas County.

Interface Regulations

The Residential/Non-Residential Interface Regulations (Municipal Code Chapter 17.50) and the Dissimilar Residential Interface Regulations (Municipal Code Chapter 17.51) (Interface Regulations) have limited application in Dawson Trails. As a Planned Development, the Dawson Trails PD Plan and Zoning anticipates a mix of uses, densities and housing types in abutting planning areas, therefore the Interface Regulations are not applicable to development within the PD.

The prescriptive open space buffers included in the Dawson Trail PD meet or exceed the maximum buffers required in the Interface Regulations, therefore the buffer requirements of the Interface Regulations are not applicable where Dawson Trails is adjacent to development outside of the PD. Excluding the buffer requirements, the remainder of the Interface Regulations will be applicable to development within Dawson Trails that abuts the prescriptive open space buffers designated in Planning Areas E-1 and E-2.

Wildland/Urban Interface (WUI) and Emergency Vehicle Access (EVA)

The provisions of the newly adopted Castle Rock 2022 Community Wildfire Protection Plan applies to Dawson Trails. In addition, the Dawson Trails PD includes a general Wildland/Urban Interface Wildfire Vegetation Mitigation Plan. With each future site development plan, the WUI will be further refined to address site specific topography and vegetation.

An EVA is required to be construction along the common boundary with Keene Ranch. A conceptual location is shown on the PD Plan, the actual location will be determined based on design and engineering of the planning areas in the West Character area.

Trails and Grade-Separated Crossings

An extensive trail network is planned throughout Dawson Trails. Natural surface trails are planned in the open space areas zoned PL-2. A hard surface trail system will connect planning areas internal to the development, generally in PL-1 and private open space tracts. Trail locations shown on the PD Plan are conceptual. The actual location will be dependent on topography, existing vegetation, etc. Trails located in PL-2 separating Dawson Trails from the county development will be located away from the property lines of the county lots.

Four grade-separated crossings will be constructed at interior collector roads and the main north/south arterial to support pedestrian and bicycle circulation throughout the development. At the request of the county residents, no direct trail connections will be provided to any of the county subdivisions, however the trails within Dawson Trails will be open to the general public.

Public Land and Open Space

Areas of public land and open space are designated on the Dawson Trails PD Plan as PL-1, PL-2 and OSP. PL-1 and PL-2 represent land that will be dedicated to the Town, and is accessible to the general public. The zoning allowances for the PL-1 and PL-2 districts are established in

the Town of Castle Rock Municipal Code (Code), Chapter 17.30, and are restated in the Dawson Ridge PD.

Land zoned PL-1 satisfies the prescriptive public land dedication (PLD) requirements of Chapter 16.08 of the Municipal Code. The zoning permits active recreational uses, such as regional parks and ballfields, schools, a fire station and other public and municipal facilities. The maximum building height is 50 feet. The Dawson Trails PD sets aside 227.6 acres of land to meet the PLD requirements, which is comparable to the PLD acreage provided by the underlying zoning.

Land zoned PL-2 (public open space) and OSP (private open space) counts toward the overall open space requirements of Section 17.32.050 of the Municipal Code. The Code requires a minimum of 20% of a PD be set aside as either public or private open space. The Dawson Trails PD provides 748 acres, or 36% of the site as open space. PL-2 zoning allows passive recreational uses such as open space, community buffers, and trails. Maximum building height is limited to 25 feet.

Private open space (OSP) is land that will be held in private ownership by the HOA or Metropolitan District. The permitted uses and development standards for OSP are established in the Dawson Trails PD Zoning Regulations. Permitted uses include active and developed parks, open space corridors, pools and other recreational uses. The maximum building height is 50 feet. Table 6 reflects the open space acreage proposed in Dawson Trails and provides a comparison to Castle Rock Ranch PD, Westfield Trade Center PD and Dawson Ridge PD open space dedications.

	Castle Rock Ranch PD	Westfield Trade Center PD	Dawson Ridge PD	Dawson Trails PD
Public Open Space (PL-2)	0	0	0	462.2 ac.
Private Open Space OSP)	0	0	0	70.8 ac.
Future Open Space with				
Site Plan/Plat	251.8 ac.	0	247.9 ac.	215 ac.
Total Public/Private Open				
Space	251.8 ac.	0	247.9 ac.	748 ac.

Table 6: Public and Private Open Space

Architectural Design Standards

The proposed Dawson Trails PD Zoning Regulations include prescriptive architectural standards that are applicable to development in the overall PD, as well as, specific criteria for Pedestrian Oriented, Commercial/Retail/ Office, Industrial, Multifamily, and Single-family Residential uses and development. Based on the themes of the three character areas, the Architectural Design Standards will guide architectural elements that are rooted in the vernacular style of Castle Rock, regional materials, and an appreciation of the scenic Front Range.

The pedestrian-oriented development will require features such as convenient pedestrian and bicycle access on all streets, access to transit stops, and shade trees, landscape planters, etc.

Commercial/Retail/Office development that tends to be vehicle-centric will focus on continuity of design in commercial centers, and include covered patios and generous pedestrian walkways. Large scale national tenants will be permitted to retain architectural elements that convey their identity and brand, while still integrating materials and design elements true to the desired character of the PD.

Signage Standards

Prescriptive sign standards are included in the PD Zoning regulations and pertain to Landmark Signage located in the F and G planning areas located along the I-25 corridor (see Figure 12). Key provisions of the criteria include a prohibition on pole signs and electronic signs, also known as digital or LED signs, spacing, I-25 setbacks, materials and maximum height and sign area dimensions. The prohibition on LED signs is in direct response to input from surrounding county residents. Table 7 provides a synopsis of the standards applicable to the highway-

oriented Landmark Signage. The signs may be internally illuminated, backlit or uplit subject to the restrictions of the Town Code. A Town approved sign permit is required.

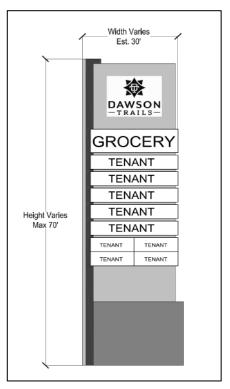


Figure 12: Conceptual Sign

A conceptual rendering of the Landmark sign is included in the Signage Standards, as is a list of acceptable materials and finishes.

Maximum Height	Min./Max. I- 25 Setback	Minimum Spacing	Maximum # of Landmark Signs	Maximum SF per Sign Face	Maximum # of Sign Faces
70 ft. above	Not < than 25				
finished	ft., not > than				
grade	300 ft.	1,500 feet	8	700 sf.	2

Table 7: Landmark Sign Criteria

Skyline / Ridgeline Regulations

There are areas of minor and moderate skyline within the Dawson Trails PD, and are identified on the PD Plan. Most of the protected areas are contained within delineated public land, public and private open space areas. Where the protection areas extend into a planning area, the limits and restrictions of the Skyline/Ridgeline regulations will be applied to the Site Development Plan and Plat.

Technical Reports and Analyses

Transportation

The Dawson Trails project submittal includes a traffic impact analysis (TIA) that evaluates potential traffic impacts and mobility connectivity within and around the Dawson Trails

development (Attachment F). It is anticipated that Dawson Trails will be developed over a period of 30 to 40 years. Town Public Works staff have reviewed and accepted the Dawson Trails TIA.

The first phase of the proposed development is anticipated to be completed in Year 2025 and is projected to include approximately 500 residential dwelling units and 180,000 square feet of general commercial/retail space. The second phase is anticipated to be completed by Year 2030 and estimated the completion of 3,100 residential dwelling units, 1,600,000 square feet of general commercial/retail/light industrial/flex space, and an elementary school with up to 450 students.

Full build out is anticipated to be completed by Year 2040 and includes an additional 2,250 residential dwelling units, 1,420,000 square feet of general commercial/retail/light industrial/flex space, an elementary school with up to 450 students, a high school with up to 2,000 students, a community facility (such as a recreation center or ice skating arena), and regional park. At full build out it is estimated Dawson Trails will generate approximately 87,025 daily vehicle trips. External trips, those that begin or end outside of Dawson Trails will account for approximately 61,455 daily vehicle trips. Internal trips, those that remain within Dawson Trails and do not utilize the interchange or external roadways, are estimated to be approximately 25,570 daily trips. The TIA also considered existing and anticipated background traffic, in addition to the estimated vehicle trips generated by the Dawson Trails PD.

The study grouped all road improvements necessary to accommodate the projected vehicle trips into three chronological phases, however some construction triggers are based on the actual vehicle trips that are generated. The bullet point lists below highlights some the key recommendations of the TIA that are attributed solely to traffic generated by the Dawson Trails development, grouped by the anticipated year they may be needed. There are other improvements necessitated by a combination of background traffic and the Dawson Trails development, such as the Crystal Valley Interchange, toward which the Dawson Trails' owners will contribute a share. The DA is discussed in a separate staff report and will be acted on by Town Council on August 16th, on first reading.

Year 2025:

- Dawson Trails Boulevard south of Plum Creek Parkway: Construct through Dawson Trails and up to Plum Creek Parkway with one lane per direction as an interim condition.
- The Dawson Trails Blvd. and Plum Creek Parkway intersection will be signalized when warranted. The Dawson Trails project is funding a proportional share of this signal.
- West Frontage Road: Relocate west of the RR within the Dawson Trails boundaries to accommodate the Crystal Valley interchange. The West Frontage Road is replaced by Dawson Trails Blvd.
- Territorial Road at Twin Oaks Road / Clarkes Circle: Relocate intersections with the construction of a collector class street. At Twin Oaks Road, it is proposed that the northbound left-turn be restricted to reduce traffic through the rural community.
- New Roadway Infrastructure: Construct segments of the internal collector roadway network to serve the Phase 1 traffic.

Year 2030:

- Crystal Valley Parkway at Dawson Trails Boulevard: Provide the following additional lanes: second eastbound though lane, eastbound right-turn lane, second westbound leftturn lane, second northbound and southbound through lanes, second southbound leftturn lane.
- Dawson Trails Boulevard south of Plum Creek Parkway: Widen roadway to ultimate fourlanes with two lanes per direction.
- Collector Class Street Intersections along Dawson Trails Boulevard: Proposed as multilane roundabouts.

Year 2040: To accommodate the background growth and trips generated by the full buildout of the Dawson Trails development, anticipated by year 2040, the following capacity improvements are expected to be needed:

- Crystal Valley Parkway at Dawson Trails Boulevard: Add the third westbound left-turn lane and receiving lane and second westbound through lane.
- Dawson Trails Boulevard south of Crystal Valley Parkway: Widen roadway to six-lanes (three per direction) between Crystal Valley Parkway and the second roundabout intersection to the south. Roundabouts will remain two circulating lanes with right-turn bypass lanes.
- Collector Class Street Intersections along Dawson Trails Boulevard: Proposed as multilane roundabouts.

Mobility Hub/Park and Ride Improvements

Dawson Trails development is dedicating 5 acres to the Town for a Mobility Hub, to operate as a Park and Ride in the interim. The site is located in close proximity to the existing railroad and will transition to a full mobility hub if that is funded in the Town's future.

Water Infrastructure

To adequately support the Dawson Trails development, two points of connection will need to be made to the Town's existing water system. The first will be along Crystal Valley Parkway to the east and the second will be made north of the development. All internal piping will be required of the developer to deliver the necessary flows and pressures to any point within the development. Due to the elevation changes within the proposed development, there will be three distinct pressure zones.

The connection to the Town's system will be a connection to the existing Blue pressure zone. A pump station will be needed to pump from the Blue pressure zone to the Red pressure zone with a new water storage tank being built at the same elevation as the existing storage tank within the development. A second pump station will be needed to pump from the Red pressure zone to the Green pressure zone. A future Green pressure zone tank will need to be constructed outside the development, due to the elevation constraints within the proposed Dawson Trails development. Since this new Green zone tank will be located outside the proposed development, the developer will need to acquire the land and build all necessary infrastructure to ensure water can safely be provided to this zone. Roadway construction and

very limited onsite grading within the Green pressure zone boundary will be permitted until the Green zone tank infrastructure has been built.

None of the existing water infrastructure within the development constructed in the late 1980's and early 1990's will be permitted to be connected to the Town's water system, and will need to be removed. This includes all existing piping and related infrastructure.

Water Resources

All groundwater rights associated with the Dawson Trails PD property must be dedicated to the Town. It is anticipated that the Dawson Trails owners will convey to the Town approximately 2,300 acre-feet of groundwater rights. Due to the property owner changes over decades, the water rights with the property, and titles, are under various stages of review by the Town's outside water attorney. No lots may be platted for development until such time as the Town has accepted the required groundwater rights to serve the platted areas. The Development Agreement (DA) contains details on the Dawson Trails Water Bank including SFE Credits, allowances for future deposits of water credits, requirements for water conservation through a Water Efficiency Plan, limitation on any development until water rights are approved by the Town, and consequences of exhausting the Water Bank.

Water Conservation

A Water Efficiency Plan (WEP) was required for the Dawson Trails PD and is an attachment to the DA. The WEP provides specifications required for water saving indoor fixtures, and outdoor water reduction requirements that prohibit irrigated turf on commercial properties and residential front yards. Coloradoscape landscaping may be installed in residential front yards and a maximum of 500 square feet of irrigated turf will be allowed in residential backyards, regardless of the lot size. Irrigated turf is prohibited in multi-family complexes, except for outdoor activity areas. The provisions are the most restrictive water conservation tools to be implemented in Castle Rock.

Wastewater Infrastructure

To safely convey wastewater away from the Dawson Trails development, the developer will need to connect to the Town's existing system at Plum Creek Parkway north of the development. All existing infrastructure installed decades ago will need to be removed and replaced. Lift stations may be required due to topography.

Floodplain

There are five tributary drainageways to East Plum Creek within the Dawson Trails PD. These natural stream systems pose a moderate risk of flooding within the development area, and are subject to the Town's Floodplain Regulations. The developer will be required to preserve and fully stabilize these natural streams, in accordance with Town regulations, to ensure these natural resources are protected and flood risk is mitigated. Improvements may include grade control structures, regional detention and bank protection. The drainageways will generally be contained within open space dedicated to the Town of Castle Rock. The developer is also obligated to mitigate for off-site impacts to properties where the tributaries make their confluence with East Plum Creek.

Fiscal Impact Analysis

The Town of Castle Rock Municipal Code states that a land use application proposing a major amendment to an existing Planned Development must address the fiscal impact of the proposal. The Fiscal Impact Analysis (FIA) generally compares the project's projected direct revenues through property, sales and use tax generation, to projected costs of providing urban services to the development.

Due to the scale and complexities of the Dawson Trails proposal, the Town obtained an independent FIA of the proposed project to determine the fiscal impact to the Town (Attachment L). The analysis and findings were completed by the firm of Economic & Planning Systems, Inc.

In summary, the Finance Department has reviewed the FIA and concluded that the FIA complies with Town Code.

Public Notification and Outreach

Public Hearing Notice

Required public noticing was completed 15 days prior to the public hearing. Public hearing notice signs were posted on the property. Written notice letters were sent to all property owners and Homeowner Associations (HOA) within 500 feet of the property, as well as to property owners whose properties are located adjacent to the conceptual realignment of the west frontage road. In addition, written notices were emailed to persons who attended any of the neighborhood meetings and provided their email addresses.

Town staff published notice of the Town Council public hearing on the Town's website and provided information about the proposal on the Town's *Development Activity* interactive map and a webpage dedicated to the Dawson Trails PD Plan and Zoning Regulations.

External Referrals

Requests for external referral comments were sent to local service providers, Douglas County government agencies and school district (DCSD), surrounding HOAs, as well as the Colorado Department of Transportation (CDOT), Colorado Geological Survey, Colorado Parks and Wildlife (CPW), Burlington Northern/Santa Fe Railroad (BNSF) and Plum Creek Water Reclamation Authority (PCWRA). All referral comments have been acknowledged or addressed. Referral comments of note are summarized below.

Surrounding HOAs

The Twin Oaks HOA provided a list of issues of concern to their community (Attachment J). The HOA expressed concerns over increased traffic, impacts on unimproved county roads, cut-through traffic, the capacity of the Interchange to accommodate the Dawson Trails development, availability of water resources and impact to private wells, impacts to wildlife and the natural environment, need for wider buffers, and noise and light pollution, to name a few issues. They also asked for consideration of a gate to restrict access to their subdivision.

The Keene Ranch HOA expressed their primary concerns about impacts to private water wells, trail connections between Dawson Trails and Keene Ranch, trespassing on county property, adherence to Dark Sky criteria, and wider buffers for wildlife movement (Attachment K). The HOA also asked that an EVA through Dawson Trails to Keene Ranch.

In response to input from the HOAs, the following steps were taken and revisions were made to the PD Plan:

- The developer is working with the Twin Oaks HOA on relocating the entrance to the subdivision, and designing and construction entrance features that distinguish the county neighborhood and discourage unintentional vehicle trips. Privatization and/or gating of county roads is a determination that Douglas County would make. The Town would not object, as access through Twin Oaks is not a component of the Dawson Trails traffic circulation system and does not affect the function of the new Interchange.
- The traffic volumes generated by Dawson Trails will be accommodated by the capacity of the new Interchange, as well as realignment and widening of the west frontage road and extending its connection from Tomah Road to Plum Creek Parkway.
- All water rights associated with the property must be dedicated to the Town.
- The Town reserves the right to drill new water wells in Dawson Trails, however the Town
 must apply to the State Engineer for well permits and is subject to the same criteria for
 approval as owners of private wells.
- The initial submittal of the PD Plan set a minimum open space buffer of 100 feet. In response to requests from county residents and in consideration of wildlife in the area, the width of the open space buffers with Keene Ranch and Twin Oaks neighborhoods has been increased. In addition, a Transition Zone was added to the plan that establishes minimum lot sizes and special development standards.
- Areas of unique topography and stands of mature pines are preserved in open space dedications.
- The Town and developer have committed to providing an EVA between Keene Ranch and Dawson Trails. Depending on the new configuration of the Twin Oaks entry, an additional EVA may be provided to Twin Oaks, as well.
- Additional fencing will not be installed around the perimeter of Dawson Trails. Private lots within Dawson Trails that abut open space will be required to use wildlife friendly fencing. Trails within open space corridors will be located away from county properties, wherever possible.
- Dawson Trails will be subject to the Town's Illumination code that is based on the Dark Sky criteria.
- The initial Dawson Trails sign regulations allowed LED highway oriented signs. In response to objections from county residents, highway oriented LED signs are now prohibited in Dawson Trails.

Colorado Parks and Wildlife

Colorado Parks and Wildlife (CPW) acknowledged that it is impossible to eliminate impacts of development on wildlife, however, impacts can be minimized through clustering configurations, density reduction and providing open space and connections for movement of wildlife (Attachment G).

The Dawson Trails PD plan provides a continuous open space buffer on the north, west and south periphery of the development south of Territorial Road. The buffer width varies with the natural features, ranging from a minimum of 250 feet to 1,506 feet. Existing east/west drainageway corridors will be preserved with the PD. In addition, the proposed rezoning represents a 26% reduction in residential density, an 83% reduction in commercial square footage and an approximate 66% increase in open space, over the existing underlying PD zoning.

Black Hills Energy

Black Hills Energy identified an active natural gas distribution main that runs through the former Dawson Ridge portion of the Dawson Trails PD and serves Keene Ranch to the west. In addition, a distribution main running parallel to Territorial Road serves Twin Oaks.

Both the developer and the Town acknowledge their responsibility to relocate the distribution mains prior to the commencement of construction within Dawson Trails and the Crystal Valley/I-25 Interchange.

CORE Electric Cooperative (CORE)

CORE requires that a 115 Kv transmission line and substation be included as permitted uses in the planning areas and open space tracts adjacent to the east boundary of Dawson Trails. The PD Zoning Regulations allow public utilities and specifically facilities for the storage and distribution of electricity in the pertinent planning areas.

Neighborhood Meetings and Public Outreach

Neighborhood Meetings

The Town Code requires that an applicant conduct a minimum of three neighborhood meetings; the first to be held prior to submittal of the land use applicant, and the final to be held just prior to the first public hearing. The purpose of the neighborhood meeting is to engage the public and surrounding property owners, in particular, the development process by taking feedback, hearing concerns and revising the plan to mitigate the issues, where possible. Town staff attends each neighborhood meeting to listen to the issues raised and answer any process-related questions.

The applicant has held five neighborhood meetings to present background information about the property, proposed rezoning, answer questions and take feedback. All meeting summaries are included in Attachment H. The first neighborhood meeting was held on April 13, 2021 using a virtual format. The meeting was well attended, with approximately 133 members of the public participating.

Participants expressed frustration with the virtual format and did not believe their questions and concerns had been adequately addressed. As a result, the applicant conducted a second meeting, prior to submittal of the application, on May 24, 2021. This meeting, and all subsequent meetings were conducted with a hybrid format, which offered both in-person and virtual attendance and participation, and the meetings continued until there were no further questions or comments by the audience.

The second meeting was attended by approximately 77 members of the public, either in-person or virtually. At the meeting the applicant provided essentially the same information as was discussed at the first meeting, such as the history of the property, the proposed zoning, buffers and open space, the PD amendment process and anticipated timeline. The applicant also discussed the realignment of the west frontage road and the location and potential timeline of the proposed Crystal Valley/I-25 Interchange, even though the Interchange CIP project is not part of the PD amendment application.

The formal land use application was submitted on August 18th, and subsequent neighborhood meetings conducted in a hybrid format were held throughout the review process on October 12, 2021, February 7, 2022 and June 27, 2022. Attendance at the meetings varied, with approximately 40 members of the public attending meeting 3, 184 people attending meeting 4 and approximately 70 people attending the most recent meeting number 5. At each meeting the applicant began by describing changes that had been made to the proposal since the previous neighborhood meeting, followed with a presentation of the revised development plan and a period of questions and answers.

Additional Outreach Efforts and Public Feedback

Beyond the scheduled neighborhood meetings, the applicant has had at least ten additional meetings with surrounding neighbors to discuss the overall PD Plan and Zoning, take input, address concerns and collaborate on solutions. Town staff has typically not attended these meeting.

Public input on the project has come through the neighborhood meetings, additional outreach meetings and over 200 emails received by the Town from people interested in the proposal. The emails have been made part of the project record. Due to the volume and file sizes, copies of the emails are not attached to this staff report, but rather have been uploaded to shared folder that is accessible to the Planning Commission, Town Council and the public at https://crgov-my.sharepoint.com/:f:/p/svossler/EuqlR3HZCQ1Do6X0i-ONJIMBWf7I93WTFzATGQHAcV3nYg (Attachment I). Copies of the emails may be downloaded and printed from the shared folder.

Feedback on the proposal has come predominantly from county residents, many of whom have expressed opposition to the proposed rezoning and development of the property. Staff has received some inquiries from Town residents primarily about the details of the proposal, and the status and timing of the Interchange project. In no particular order, the themes and areas of concern most often expressed at the meetings and articulated through the email correspondence are:

- Traffic/Transportation Improvements: The impacts of traffic and the transportation improvements on county roads due to cut-through traffic, the number of points of access to Dawson Trails, realignment of the west frontage road and closing of the existing alignment, costs, timing and funding source of the Interchange, increased noise and light pollution and concern for property values and quality of life. Additionally, many expressed doubt that anyone would use the mobility hub/park and ride, and stated concerns that its presence would attract undesirable activity.
- Wildlife: Many expressed concern over the impact of development on the wildlife often seen on the property, and in the surrounding area.

- Open Space, Buffers, Trails: There were concerns over the amount of open space provided in Dawson Trails, the width of the open space along the north, south and west boundaries was perceived to be too narrow for an adequate buffer and wildlife movement corridors. Some objected to locating natural surface trails in the dedicated open space adjacent to Twin Oaks and Keene Ranch. Any trail connection to the surrounding county subdivisions was opposed and many expressed concerns that people using the trails would go off the designated trails and trespass on to private property in the county.
- Water and Wastewater: There were many question about how the property would be provided water and sanitary sewer services. Most concerns about the availability of water resources to meet the needs of the development related to fears about impacts to private wells in the surrounding subdivision, whether or not the Town opted to drill water wells in Dawson Trails in the future.
- Zoning and Development Standards: Much of the feedback expressed opposition to the PD amendment and development of the property based on a preference for a greater reduction in density, for large lots similar in size to the surrounding county lots, for much reduced building heights, and elimination of multifamily uses. Many indicated the belief that commercial development should be located elsewhere in Castle Rock, and some questioned whether any additional commercial development was necessary in the Town. Again, light and noise impacts related to the development and impacts to the schools were concerns.
- Emergency services: Some questioned how the Crystal Valley Parkway Fire Station could effectively serve Dawson Trails. Many felt the WUI mitigation plan was insufficient, and believe that traffic from the new development will block county evacuation routes. A request for an EVA along the common boundary with Keene Ranch was requested.

Analysis

This staff analysis takes into account the representations made in the Dawson Trails PD application, and the supporting reports and analyses submitted to date. Staff reviewed the submitted information for compliance with the Castle Rock Municipal Code (CRMC) section 17.34.030 as detailed below.

Planned Development Plan Approval Criteria and Analysis, CRMC 17.34.030:

A. Community Vision/Land Use Entitlements

The proposed Dawson Trails PD meets this criterion. The development proposal conforms to the Town of Castle Rock 2030 Vision, in that the proposed PD Plan and Zoning Regulations:

- Promote a diversified local economy, job creation and economic development
- Encourage retail and employment-based business opportunities at the new Crystal Valley / I-25 Interchange
- Provide opportunities for a variety of recreational opportunities and community events
- Balance housing, services, and employment while preserving and enhancing surface transportation, open space, water and other natural resources

Further, the PD Plan and Zoning meet the objectives of the Town's 2030 Comprehensive Master Plan by supporting the Four Cornerstone principles of Distinct Town Identity, Responsible Growth, Community Services and Thriving Economy. In support of the Distinct Town Identity principle, the PD Plan:

- Allows uses that contribute to the tradition of local community events, including art, cultural and entertainment opportunities and advance Castle Rock as a vibrant freestanding, self-sustaining community
- Includes an open space plan and public land dedications that preserve the natural environment and scenic vistas, as well as expands the Town's accessible, welldistributed system of parks, recreation facilities, open space and trails.

Castle Rock is a growing urban community. The development plan supports the Responsible Growth cornerstone by:

- Planning for and accommodating the needs of existing and future residents
- Offering cohesive neighborhoods, with a mix of land uses that support a variety of lifestyle options for Castle Rock residents
- Including a phasing plan that advances orderly, cost-effective and fiscally responsible growth
- Including buffers and a Transition Zone that recognizes, and is sensitive to, the scale and character of the surrounding neighborhoods
- Planning for integrated, multimodal transportation opportunities
- Protecting and preserving sensitive areas, ridgelines and open space

The Community Services cornerstone principles that support public health, safety and welfare for Castle Rock residents and businesses are met by:

- Providing land dedication for Town facilities such as a fire station. The developer will also contribute to the construction of a fire station that will provide emergency services for Town and County residents.
- Providing land dedication for construction of a Public Works service facility that will
 position key road equipment, such as snow plows, closer to development on the
 south end of Town.
- Providing zoning that allows health services, public and private educational facilities, as well as parks and recreation facilities.
- Providing land for a Park and Ride facility, in the short term, that could transition into a multimodal hub given its proximity to the Interchange and the railroad
- Preserving scenic open space and providing a well-connected system of pedestrian trails.
- Requiring sufficient right-of-way corridors for appropriate transportation infrastructure sized to meet necessary capacities and designed to provide efficient road connections and vehicle circulation.

The Thriving Economy cornerstone is intended to ensure Castle Rock is a self-sufficient community where people can work, live and play. The plan meets this principle by:

- Creating zoning that offers a broad range of primary employment opportunities and non-residential uses that maintain a healthy tax base, as well as mixed use neighborhoods that include complimentary and compatible land uses
- Locating business and industrial uses along the I-25 corridor

In addition, the PD plan meets the general design principles of land development by preserving areas of mature vegetation, the dominant north/south ridgeline, and drainageways, exceeding the minimum open space requirement, and conveying all water rights to the Town.

B. Relationship to surrounding area.

From the time of annexation and the earliest zoning, the property within the Dawson Trails PD has been an area of Town where intentional urban-level entitlements are adjacent to large lot county zoning. The proposed rezoning, while still an urban development, represents a substantial reduction in residential density and non-residential square footage, and significant increase in open space acreage and buffers.

In response to feedback from surrounding neighbors, the open space buffer along the northern boundary with Twin Oaks and the south boundary with Keene Ranch was increased from 100 feet to 250 feet. The minimum open space buffer along the west boundary with Keene Ranch is 365 feet. A Transition Zone has been added to planning areas in the West Character area to establish minimum lot sizes and development standards to further mitigate impacts to county residents.

The plan provides a variety of housing types, densities and open space designations that locates the higher density attached and multifamily residential and the active open space uses in the Central and East Character area.

Internally, the Central area provides a transition between the East and West areas, and their respective densities and uses. Along the shared boundary with county development, the prescriptive buffers meet or exceed the requirements of the Residential/Nonresidential Interface and the Dissimilar Interface requirements, therefore additional buffers will not be required. The Interface mitigation requirements will be applied to development that is adjacent to the county, as appropriate. The Interface regulations are not applicable to development within Dawson Trails.

C. Circulation and connectivity.

The proposed PD plan complies with this criterion by providing appropriate internal pedestrian and vehicle circulation, capacity and connectivity, and the DA obligates the developer to required offsite improvements. The road improvements will be phased to correspond to the rate of development within the PD. For example, in the short term, the developer will contribute to the cost of constructing the new Crystal Valley/I-25 interchange and will be responsible for extending the realigned west frontage road, to be named Dawson Trail Boulevard, from Plum Creek Parkway south to the southern boundary of Dawson Trails. Douglas County will extend Dawson Trails Boulevard to Tomah Road.

As noted previously in this report, an EVA will be provided along the boundary with Keene Ranch, as requested by Douglas County and the county residents. The placement of the Interchange and collector roads in Dawson Trails will impact the current access road to Twin Oaks via Clarke Circle and Twin Oaks Road. The developer is working with the Twin Oaks HOA on new access point(s) to serve the Twin Oak subdivision prioritizing a design that provides neighborhood identification, but discourages cut-through traffic. The DA formalizes the developer's obligation to design and construct the new entrance.

D. Service, phasing and off-site impacts.

The proposed PD amendment complies with this criterion. The PD plan, phasing plan and DA establish the necessary onsite and offsite improvements to service Dawson Trails with adequate municipal water, wastewater and sewer services. The developer is responsible for the cost and construction of the infrastructure improvements to serve the property. The Owner will contribute to the total cost of new Interchange. The Fiscal Impact Analysis demonstrates the Dawson Trails development will have a net positive impact on the Town.

The major drainageways must be preserved and stabilized as required by the phasing plan. The groundwater rights will be dedicated to the Town creating Dawson Trails Water Bank. Application of the stringent Dawson Trails Water Efficiency Plan is intended to significantly reduce the water demand of the development.

E. Open space, public lands and recreation amenities.

The Dawson Trails PD meets or exceeds the requirements of this criterion. The open space reservations and public land dedications are of an appropriate configuration and location within the site and comply with applicable requirements of Chapter 16.08, CRMC and this Title. Planned Developments are required to provide a minimum of 20% open space. The Dawson Trails PD provides 36% of the site as open space. An additional 11% of the PD is zoned as public land to provide three school sites, two regional park sites, and land for a future fire station, Public Works service yard for snow plowing operations, and potential water well sites and water treatment facility.

Hard and soft surface trails will connect open space, parks, recreation facilities and link to the commercial use areas through a series of grade-separated crossings. Public and private open space will also provide buffers and density relief, preserve natural features such as significant tree stands, ridges and drainageways.

F. Preservation of natural features.

The PD plan complies with this criterion. As noted in E above, the PD Plan limits disturbance to the site's major environmental characteristics including drainageways, topography, view sheds and vegetation. The proposed PD Plan and zoning accommodate the Skyline/Ridgeline Protection Regulations in Chapter 17.48 and reasonably mitigates visual impacts upon off-site areas.

The PD Plan and zoning are designed to mitigate impacts to wildlife with connected open space corridor, preservation of mature stands of pines and Gambel oak, wildlife-friendly

fencing along rear yards adjacent to open space, and by locating the higher density and intensity uses in the east Central and East Character areas in proximity to the major arterial, I-25 and the new Interchange.

Development on the site will comply with state and federal regulations such as the Migratory Bird Act. Due to the presence of prairie dog burrows north of Territorial Road, a Burrowing Owl survey will be complete prior to development in that area.

Budget Impact

Development of the property will generate review and impact fees, along with use taxes for commercial development. Future sales tax generation will provide additional revenue to fund Town services.

Findings

Planning Commission considered the proposed Dawson Trails Planned Development Plan and Zoning Regulations at a public hearing held on Thursday, August 11, 2022. After consideration of the proposed application, public comment and public record, the Commission found that the proposal

- Generally, conforms with the objectives of the Town's guiding documents and plans, and
- Meets the review and approval criteria of the Castle Rock Municipal Code, Chapter 17.34.

Recommendation

Planning Commission voted 7 to 0, to recommend approval of the Dawson Trails Planned Development Plan and Zoning Regulations to Town Council, with the following recommendations:

- 1) that the Town work with the County on the new frontage road extension from the south property boundary of the Dawson Trails development to intersection with Tomah Road, so the entire length of road is both safe and provides fire egress, and
- 2) to encourage the water department to work with the neighboring communities who may be interested in paying their fair share of accessing the Town's central water system.

Proposed Motions

Option 1: Approval

"I move to approve Ordinance No. 2022 - 017, as presented."

Option 2: Approval with Conditions

"I move to approve Ordinance No. 2022 - 017, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], 2022, at [time]."

Attachments

Attachment A: Site Vicinity Map

Attachment B: Ordinance

Attachment C: Castle Rock Ranch Planned Development – 1984

Attachment D: Westfield Trade Center Planned Development Plan – 1989

Attachment E: Dawson Ridge Planned Development Plan – 1986

Attachment F: Traffic Impact Analysis

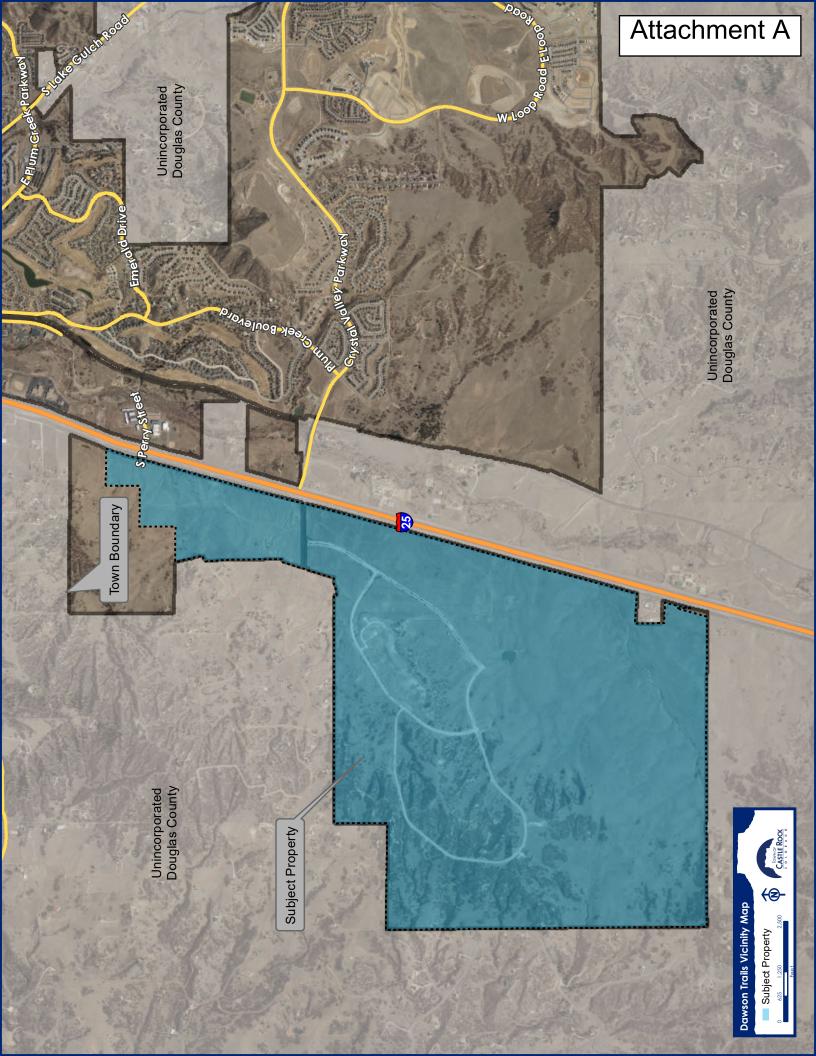
Attachment G Colorado Parks and Wildlife Referral Letter Attachment H: Summaries of Neighborhood Meetings

Attachment I: Emails from the Public (link)

Attachment J: Twin Oaks HOA External Referral Comments
Attachment K: Keene Ranch HOA External Referral Comments

Attachment L: Fiscal Impact Analysis

Attachment M: Colorado Division of Wildlife – Elk Ranges



ORDINANCE NO. 2022-

AN ORDINANCE AMENDING THE TOWN'S ZONE DISTRICT MAP BY APPROVING THE DAWSON TRAILS PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

WHEREAS, proper application has been made to the Town of Castle Rock (the "Town") by Dawson Trails I, LLC and Dawson Trails II, LLC, (collectively, the "Applicant") for an amendment to the zoning of the property described in the attached *Exhibit 1* (the "Property"); and

WHEREAS, development of the northern portion of the Property is presently governed by the Westfield Trade Center Preliminary Planned Unit Development Site Plan, while development of the southern portion of the Property (the "Dawson Ridge Portion") is presently governed by the Dawson Ridge Preliminary Planned Unit Development Site Plan; and

WHEREAS, the Applicant has requested approval for the Dawson Trails Planned Development Plan and Zoning Regulations (the "PD Plan"); and

WHEREAS, with respect to the Dawson Ridge Portion of the Property, the Applicant is the successor in title to Dawson Ridge Metropolitan District No. 1 (the "District"); and

WHEREAS, the District and the Town are parties to that certain Suspension Agreement, dated October 8, 1992 (the "Suspension Agreement"); and

WHEREAS, among other things, the Suspension Agreement provides that, as a successor in title to the Dawson Ridge Portion, the rights, privileges, duties, and obligations of the District under that certain Annexation and Development Contract between the Town and Bellamah Community Development, dated November 15, 1984, shall be suspended until such time as the District or its successor in title has submitted a development plan to the Town for review and approval; and

WHEREAS, public hearings on the PD Plan have been held before the Planning Commission and Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code; and

WHEREAS, the Town Council finds and determines that the PD Plan complies with the applicable requirements set forth in Chapters 17.32, 17.34, and 17.36 of the Castle Rock Municipal Code, the Town's Vision 2030 and the Comprehensive Master Plan; and

WHEREAS, the Town Council further finds and determines that the Applicant has satisfied the conditions of the Suspension Agreement with respect to the submission of a development plan.

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

Section 1. Suspension Agreement. The rights, privileges, duties, and obligations of the Applicant, as successor in title to the District with respect to the Dawson Trails Portion of the Property

shall hereby resume as of the effective date of this Ordinance.

- **Section 2**. **Approval**. The Dawson Trails Planned Development Plan and Zoning Regulations in the form attached as *Exhibit 2* is hereby approved. To the extent that the Property is within the boundaries of the Dawson Ridge Preliminary Planned Unit Development Site Plan or the Westfield Trade Center Preliminary Planned Unit Development Site Plan, both Plans and the ordinances approving said Plans are hereby superseded by this Ordinance.
- **Section 3.** <u>Effective Date</u>. With the effective date of this Ordinance, the Property is subject to the Castle Rock Municipal Code and all ordinances, resolutions, rules and regulations of the Town.
- **Section 4.** <u>Severability.</u> If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.
- **Section 5.** <u>Safety Clause.</u> 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 to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 16th day of August, 2022 by a vote of __ for and __ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

•	DOPTED ON SECOND AND FINAL READING this Council of the Town of Castle Rock by a vote of for
ATTEST:	TOWN OF CASTLE ROCK
Lisa Anderson, Town Clerk	Jason Gray, Mayor
Approved as to form:	Approved as to content:
Michael I Hyman Town Attorney	Tara Vargish Director of Development Services

DAWSON TRAILS PROJECT PERIMETER DESCRIPTION:

TWO (2) PARCELS OF LAND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 29, 32, 33 & 34, 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:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°55'56"E, FROM THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, BEING MONUMENTED BY A PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

PARCEL 1:

<u>BEGINNING</u> AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S 89°28'35" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 404.37 FEET TO A POINT ON THE WEST LINE OF THE TWIN OAKS ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION:

THENCE ALONG THE WEST LINE OF SAID TWIN OAKS DRIVE RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION, THE FOLLOWING FOUR (4) COURSES:

- 1. S 02°01'48" E, A DISTANCE OF 52.10 FEET TO THE SOUTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;
- 2. N 87°58'41" E, A DISTANCE OF 109.24 FEET TO A POINT OF CURVATURE;
- 3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.68 FEET, A CENTRAL ANGLE OF 28°36'44" AND AN ARC LENGTH OF 122.69 FEET;
- 4. N 59°21'57" E, A DISTANCE OF 23.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°28'35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 174.31 FEET TO THE SOUTHEAST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE N 17°17'13" E, ALONG THE EAST LINE OF SAID TWIN OAKS SUBDIVISION, A DISTANCE OF 139.27 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31°52'19" AND AN ARC LENGTH OF 110.69 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 33°13'23" E, A DISTANCE OF 109.26 FEET;
- 2. N 17°17'13" E, A DISTANCE OF 534.55 FEET TO A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS;

THENCE N 89°40'41" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1599.61 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY; THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 8675.32 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

- 1. S 89°46'16" W, A DISTANCE OF 678.73 FEET;
- 2. S 00°19'26" W, A DISTANCE OF 600.54 FEET;
- 3. S 89°29'06" E, A DISTANCE OF 515.85 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY;

THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 547.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N 00°02'14" W, ALONG SAID EAST LINE, A DISTANCE OF 226.55 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 789.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33;

THENCE N 89°35'18" W, ALONG SAID SOUTH LINE, A DISTANCE OF 5123.28 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, ALSO BEING THE NORTHEAST CORNER OF KEENE RANCH FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9523375, SAID DOUGLAS COUNTY RECORDS; THENCE S 89°21'58" W, ALONG THE NORTH LINE OF SAID KEENE RANCH FILING NO. 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2414.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

- N 00°19'46" W, A DISTANCE OF 208.73 FEET TO THE NORTHEAST CORNER OF SAID DEED;
- 2. S 89°21'58" W, A DISTANCE OF 208.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING A POINT ON THE EAST LINE OF SAID KEENE RANCH FILING NO. 1;

THENCE N 00°19'46 W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 1, ALONG THE EAST LINE OF KEENE RANCH FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9639479, SAID DOUGLAS COUNTY RECORDS, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2505.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE N 00°39'34" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 2 AND ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29, A DISTANCE OF 5308.62 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING THE NORTHEAST CORNER OF SAID KEENE RANCH FILING NO. 2 PLAT, AND THE SOUTHWEST CORNER OF CASTLE MESA SOUTH, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 145078, SAID DOUGLAS COUNTY RECORDS;

THENCE S 89°02'42" E, ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 29 AND ALONG THE SOUTH LINE OF SAID CASTLE MESA SOUTH SUBDIVISION, A DISTANCE OF 2661.01 FEET TO THE SOUTHEAST CORNER OF SAID CASTLE MESA SOUTH SUBDIVISION, BEING THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE N 00°02'04" W, ALONG THE EAST LINE OF SAID CASTLE MESA SOUTH SUBDIVISION AND ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 1322.70 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING THE SOUTHWEST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°55'56" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 5286.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND;

TWO (2) PARCELS OF LAND, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 28, 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:

THE BEARINGS FOR THESE EXCEPTION PARCELS ARE BASED ON THE SOUTH LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°47'47"E, FROM THE SOUTHWEST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A 1" PIPE WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTHEAST CORNER OF SAID SECTIONS 28, BEING MONUMENTED BY #6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

<u>COMMENCING</u> AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE N 65°29'17" E, A DISTANCE OF 1262.53 FEET TO THE POINT OF BEGINNING;

THENCE N 00°45'02" W, A DISTANCE OF 208.73 FEET;

THENCE S 89°47'38" E, A DISTANCE OF 208.73 FEET;

THENCE S 00°45'02" E, A DISTANCE OF 208.73 FEET;

THENCE N 89°47'38" W, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THE FOLLOWING PARCEL

<u>COMMENCING</u> AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N 40°06'49" E, A DISTANCE OF 1765.27 FEET TO THE POINT OF BEGINNING;

THENCE N 89°47'47" W, A DISTANCE OF 208.73 FEET;

THENCE N 00°45'11" W, A DISTANCE OF 208.73 FEET;

THENCE S 89°47'47" E, A DISTANCE OF 208.73 FEET;

THENCE S 00°45'11" E, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 81,902,811 SQUARE FEET OR 1,880.230 ACRES, MORE OR LESS.

PARCEL 2:

<u>COMMENCING</u> AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE N 53°44'53" E, A DISTANCE OF 1331.13 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT AND A POINT ON THE NORTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID TWIN OAKS PLAT, THE FOLLOWING THREE (3) COURSES:

1. N 17°17'13" E, A DISTANCE OF 557.93 FEET;

- 2. S 89°27'27" E, A DISTANCE OF 65.00 FEET;
- 3. N 00°22'15" W, A DISTANCE OF 1329.37 FEET TO THE SOUTHWEST CORNER OF LOT 3, SAID TWIN OAKS PLAT;

THENCE N 03°03'12" W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 567.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BEING A POINT OF CURVATURE ON THE SOUTH LINE OF THE BRISCOE LANE RIGHT-OF-WAY, AS DEDICATED BE SAID TWIN OAKS PLAT;

THENCE ALONG THE PORTIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24, RECORDED IN BOOK 680 AT PAGE 920, SAID DOUGLAS COUNTY RECORDS THE FOLLOWING TWO (2) COURSES:

- 1. N 39°55'38" W, A DISTANCE OF 30.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 329.30 FEET, A CENTRAL ANGLE OF 27°16'16" AND AN ARC LENGTH OF 156.74 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 63°42'30" E, A DISTANCE OF 155.26 FEET;

THENCE N 12°39'22" W, ALONG THE WEST LINE OF LOT 4, SAID TWIN OAKS PLAT, A DISTANCE OF 687.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 ALSO BEING THE WEST 1/16TH CORNER OF SAID SECTIONS 15 & 22;

THENCE S 89°31'22" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 890.07 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL E IN THAT DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE WEST AND NORTH LINES OF PARCELS E, F & G THE FOLLOWING FOUR (4) COURSES:

- 1. N 00°11'34" E, A DISTANCE OF 900.14 FEET;
- 2. S 89°48'26" E, ALONG THE NORTH LINES OF PARCELS E AND F, A DISTANCE OF 1014.77 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL G;
- 3. N 00°11'34" E, A DISTANCE OF 842.72 FEET;
- 4. S 89°48'26" E, A DISTANCE OF 928.55 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE OF 05°35'04" AND AN ARC LENGTH OF 563.33 FEET, SUBTENDED BY A CHORD OF WHICH BEARS S 18°04'54" W, A DISTANCE OF 563.11 FEET;
- 2. S 15°17'57" W, A DISTANCE OF 4536.04 FEET TO A POINT ON THE NORTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE S 89°40'41" W, ALONG SAID NORTH LINE, A DISTANCE OF 1628.83 FEET TO THE <u>POINT OF BEGINNING</u>.

CONTAINING AN AREA OF 7,993,235 SQUARE FEET OR 183.499 ACRES, MORE OR LESS.

OVERALL DAWSON RIDGE PROJECT PERIMETER DESCRIPTION CONTAINS AN AREA OF 89,896,046 SQUARE FEET OR 2,063.729 ACRES, MORE OR LESS.

PLANNER/LANDSCAPE ARCHITECT

PLANNED I

DAWSON TRAILS

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN) TWO PARCELS OF LAND BEING ALL OF SECTION 28 AND PORTIONS OF SECTIONS 15 21 22 27 29 32 33 & 34 TOWNSHIP 8 SOLITH RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF CASTLE ROCK COLINTY OF DOLIGLAS STATE OF COLORADO

SLIMMARY TARLE

CHARACTER	PLANNING AREA	LAND USE TYPE	ACREAGE	MAX. DWELLING UNITS	MIN TRANSITION LOT SIZE	MIN. NON-RES AREA (AC)	% OF PROPERTY	MAX BUILDING HEIGHT (1)
10000	A	SFD	236.5	471	7,700 sf	N/A	11.5%	35'
WEST	B-1	SFD	124.4	484	6,600 sf	N/A	6.0%	35'
	B-2	SFD	58.9	228	6,600 sf	N/A	2.9%	35'
	Totals	N/A	419.8	1,183	N/A	N/A	20.3%	
	C-1	SFD, SFA, MF	151.9	481	N/A	N/A	7.4%	45'
CENTRAL	C-2	SFD, SFA, MF	187.4	908	N/A	N/A	9.1%	50'
CENTRAL	D	SFD, SFA, MF, Non-Res	206.2	1,938	N/A	N/A	10.0%	60'
	Totals	N/A	545.5	3,327	N/A	N/A	26.4%	
	E-1	Non-Res	6.5	N/A	N/A	6.5	0.3%	50'
	E-2	SFD, SFA, MF, Non-Res	62.4	400	N/A	N/A	3.0%	60'
	F-1	SFA, MF, Non- Res	41.0		N/A		2.0%	75/90' (1)
EAST	F-2	SFA, MF, Non- Res	33.4	940	N/A	45	1.6%	75/90' (1)
	F-3	SFA, MF, Non- Res	81.9		N/A		4.0%	75/90' (1)
	G-1	Non-Res	62.6	0	N/A	66.9	3.0%	75/90' (1)
	G-2	Non-Res	4.3	0	N/A	00.0	0.2%	75/90' (1)
	Totals	N/A	292.1	1.340	N/A	118.4	14.2%	

MAX. COMM/NON-RES. SQ. FT EAST & C	ENTRAL CHARACTER AREAS		3,200,000
PLANNING AREAS	1,257.4	60.9%]
OPEN SPACE (PL-2 & OS)	533.0	25.8%]
PUBLIC LAND DEDICATION (PL-1)	227.6	11.0%]
ROW (ARTERIAL)	45.7	2.2%	1
TOTAL PROPERTY (APPROXIMATELY)	2 063 7	100.0%	1

NORTH

SCALE: 1" = 3,000'

1.) FOR PLANNING AREAS FAND G, VERTICAL MIXED-USE, HOSPITALITY, MEDICAL, OFFICE, AND MULTI-FAMIL'

- 1. A SMALL PORTION OF THE MINERAL RIGHTS ASSOCIATED WITH THIS PROPERTY HAVE BEEN SEVERED. FOR TH SMALL PORTION OF SEVERED MINERAL RIGHTS, A WAIVER OF NOTICE BY SUCH HOLDER HAS BEEN RECEIVED AS A PART OF THE AMENDMENT
- 2. THIS PROPERTY LIES WITHIN FEMA ZONE X, THE UNSHADED AREA OF FIRM MAPS NO. 08035C0282G, 08035C0301G 08035C0283E 08035C0284G AND 08035C0292E REVISED MARCH 16 2016 NO STRUCTURES SHALL BE PERMITTED IN THE APPROVED 100-YEAR FLOOD PLAIN. THE SITE ALSO HAS MAJOR DRAINAGEWAYS WITH BASIN AREAS GREATER THAN 130 ACRES ONSITE
- 3. THIS PROPERTY IS WITHIN THE TOWN OF CASTLE ROCK BLUE, RED AND GREEN WATER PRESSURE ZONES.
- 4. ALL-WEATHER (CONCRETE OR ASPHALT) SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS (75,000 LBS.) AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING ALL VERTICAL CONSTRUCTION
- 5. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.

GENERAL NOTES

- 1 ALL DEVELOPMENT ASSOCIATED WITH THE DAWSON TRAILS PDP SHALL COMPLY WITH ALL FEDERAL STATE AND TOWN REGULATIONS REGARDING WILDLIFE INCLUDING THE MIGRATORY BIRD ACT AND BURROWING OWL SURVEY IN RECUIRED
- 2. UPDATED SOILS REPORTS SHALL BE SUBMITTED WITH EACH SITE DEVELOPMENT PLAN AND/OR PLAT 3 ALL EVA ACCESS GATES WILL INCLUDE AN OPTICOM SYSTEM OR OTHER SYSTEM APPROVED BY THE TOWN OF CASTLE BOCK FIRE DEPARTMENT
- 4. A WILDLAND/URBAN INTERFACE WILDFIRE VEGETATION MANAGEMENT PLAN (PLAN), OR COMPLIANCE LETTER, IS REQUIRED TO BE SUBMITTED FOR EACH PHASE OF THE PLANNED DEVELOPMENT WITH THE FIRST SOP OR CONSTRUCTION DRAWINGS FOR EVALUATION AND APPROVAL BY THE TOWN OF CASTLE ROCK FIRE DEPARTMENT THE PLAN SHALL BE DEVELOPED BY A DESIGN PROFESSIONAL FAMILIAR WITH WILDERS MITIGATION TECHNIQUES AND STANDARDS. REFER TO SHEET 13 AND THE TOWN OF CASTLE ROCK COMMUNITY WILDFIRE PROTECTION PLAN

EGAL DESCRIPTION

TWO (2) PARCELS OF LAND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 29, 32, 33 & 34, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOLITE HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE TAKE OF THE SOLING RALE OF SECTION 22, TOWNSHIP & SOUTH, NAMES BY WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89'55'56'E, FROM THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, BEING MONUMENTED BY A PIPE WITH A 2" ALUMINUM CAP STAMPED "IS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21. BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE'S 89°28'35" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22. A ALOUST HE NORTH LIST ET THE SOUTH AN THE MOST HE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF A SIZE TO A POOL OF THE SOUTH HALF OF THE YEAR ON A DAKE NOAD RIGHT-OF-WAY, AS DELVICATED BY SAID TWIN DAKS SUBDIVISIONS, ON THE MOST OF THE WAY AND ALONG THE SOUTH LINE OF THE WEST LINE OF SAID TWIN DAKS DOWN RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF THE RESTLORAGE ON RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAS SUBTRUCTION, HE FOLLOWING FOUR (A) COURSE.

- S 02°01'48" E, A DISTANCE OF 52.10 FEET TO THE SOUTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY:
- N 87"58'41" E. A DISTANCE OF 109.24 FEET TO A POINT OF CURVATURE
- NO. 30-41 E, A DISTANCE OF 203-24 FEET TO A FOUND OF CONSTITUTION OF CONSTITUTION OF A CONSTITUTION OF CONSTITUTION OAKS SUBDIVISION;

THENCE S 89°28'35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 174.31 FEET TO THE SOUTHEAST CORNER OF SAID TWIN OAKS SUBDIVISION; THENCE N 17°17'13" E, ALONG THE EAST LINE OF SAID TWIN OAKS SUBDIVISION, A

DISTANCE OF 139.27 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE

- THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

 1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31°52'19" AND AN ARC LENGTH OF 110.69 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 33°13'23" E, A DISTANCE OF
- N 17*17*13" E. A DISTANCE OF 534.55 FEET TO A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS;

THENCE N 89°40′41″ E, ALONG SAID SOUTH LINE, A DISTANCE OF 1599.61 FEET TO A POINT ON THE WEST LINE OF THE BUBLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY; THENCE S 157°177″ W, ALONG SAID WEST LINE, A DISTANCE OF 8675.32 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453. SAID DOUGLAS COUNTY RECORDS: THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL. THE FOLLOWING

- THREE (3) COURSES:
- (3) CUDINSES: \$89'46'16' W, A DISTANCE OF 678.73 FEET; \$00'19'26' W, A DISTANCE OF 600.54 FEET; \$89'29'06' E, A DISTANCE OF 515.85 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RALIROAD RIGHT OF WAY;

THENCE S 15°17'57" W. ALONG SAID WEST LINE. A DISTANCE OF 547.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N 00°02'14" W. ALONG SAID EAST LINE A DISTANCE OF 226 55 FFFT TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY

SAID DOUGLAS COUNTY RECORDS; THENCE S 89"21'58" W, ALONG THE NORTH LINE OF SAID KEENE RANCH FILING NO. 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32. A DISTANCE OF 2414.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN
THAT DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOLIGI AS COUNTY ECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL OF LAND, THE

- FOLLOWING TWO (2) COURSES:

 1. N 00"19'46" W, A DISTANCE OF 208.73 FEET TO THE NORTHEAST CORNER OF SAID
- S 89"21'58" W, A DISTANCE OF 208.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING A POINT ON THE EAST LINE OF SAID KEENE RANCH FILING NO. 1:

THENCE N 00°19'46 W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 1, ALONG THE EAST LINE OF KEENE RANCH FILINGS NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9639479, SAID DOUGLAS COLUNTY RECORDS, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2505.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE N 00°39'34" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 2 AND

ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29. A DISTANCE OF 5308.62 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING THE NORTHEAST

THENCE N 00°02'04" W, ALONG THE EAST LINE OF SAID CASTLE MESA SOUTH SUBDIVISION AND ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION AND ALLOWS THE WEST SILLINE OF THE SOUTH IN FALLY OF THE SOUTH ALFO PS AND SECTIONS 20 & 21, A DISTANCE OF 1322.70 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING THE SOUTHWEST CORNER OF SAID TWIN OAKS SUBDIVISION; THENCE S 8975-SIFE 'L. ALONG THE SOUTH IN EO F SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A

DISTANCE OF 5286.17 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND:

TWO (2) PARCELS OF LAND, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO 2004051359, SAID DOUGLAS COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF 20F SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE

THE BEARINGS FOR THESE EXCEPTION PARCELS ARE BASED ON THE SOUTH LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89*47'47"E. FROM THE SOUTHWEST CORNER OF SAID SECTION 28. BEING MONIMENTED BY A 1" PIPE WITH A 2-1/2" ALLIMINIUM CAP STAMPED "IS 6935" TO THE SOUTHEAST CORNER OF SAID SECTIONS 28. BEING MONUMENTED BY #6 REBAR WITH A ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28. THENCE N 65°29'17" E. A DISTANCE OF 1262.53 FEET TO THE POINT OF BEGINNING; THENCE N 00"45'02" W, A DISTANCE OF 208.73 FEET; THENCE S 89"47'38" E. A DISTANCE OF 208.73 FEET:

THENCE 3 69 47 36 E, A DISTANCE OF 208.73 FEET; THENCE S 045'02" E, A DISTANCE OF 208.73 FEET; THENCE N 89"47'38" W, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THE FOLLOWING PARCEL

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N 40°06'49" E, A DISTANCE OF 1765.27 FEET TO THE POINT OF BEGINNING; THENCE N 89'74'74" W. A DISTANCE OF 208.73 FEET;

THENCE N 00°45'11" W. A DISTANCE OF 208.73 FEET.

THENCE S 00°45'11" E, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 81,902,811 SQUARE FEET OR 1,880.230 ACRES, MORE OR

PARCEL 2:

COMMENCING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION 0. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 53"44"53" E, A DISTANCE OF 1331.13 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT AND A POINT ON THE NORTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440. SAID DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING

THENCE ALONG THE EAST LINE OF SAID TWIN OAKS PLAT. THE FOLLOWING THREE (3)

- N 17'17'13" E, A DISTANCE OF 557.93 FEET; \$ 89'27'27" E, A DISTANCE OF 65.00 FEET; N 00'22'15" W, A DISTANCE OF 1329.37 FEET TO THE SOUTHWEST CORNER OF LOT 3, SAID TWIN OAKS PLAT;

THENCE N 03°03'12" W. ALONG THE WEST LINE OF SAID LOT 3. A DISTANCE OF 567.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 3. BEING A POINT OF CURVATURE ON THE OUTH LINE OF THE BRISCOE LANE RIGHT-OF-WAY, AS DEDICATED BE SAID TWIN OAKS

THENCE ALONG THE PORTIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24

- THE VINITIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24, RECORDED IN BOOK 680 AT PAGE 920, SAID DOUGLAS COUNTY RECORDS THE FOLLOWING TWO (2) COURSES: N 39°55'38" W, A DISTANCE OF 30.00 FEET TO A POINT OF NON-TANGENT
- CURVATURE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF
- 329.30 FEET, A CENTRAL ANGLE OF 27°16'16" AND AN ARC LENGTH OF 156.74 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 63°42'30" E, A DISTANCE OF

HENCE N 12°39'22" W, ALONG THE WEST LINE OF LOT 4, SAID TWIN OAKS PLAT, A DISTANCE OF 687.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 ALSO BEING THE

WEST 1/16TH CORNER OF SAID SECTIONS 15 & 22; THENCE S 89°31'22" E. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15. A DISTANCE OF 890 07 FEET TO THE SOLITHWEST CORNER OF THAT PARCEL OF LIAND DESCRIBED AS PARCEL E IN THAT DEED RECORDED AT RECEPTION NO.
2019088324, SAID DOUGLAS COUNTY RECORDS.
THENCE ALONG THE WEST AND NORTH LINES OF PARCELS E, F & G THE FOLLOWING FOUR

- N 00*11'34" E, A DISTANCE OF 900.14 FEET;
 S 89*48'26" E, ALONG THE NORTH LINES OF PARCELS E AND F, A DISTANCE OF
- 1014.77 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL G
- AS PARKEL G; NO011134"E, A DISTANCE OF 842.72 FEET; S 89 "48"E", E, A DISTANCE OF 928.55 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND A POINT OF NON-TATION HORSELT CLIRVATURE;

THENCE ALONG THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD

- RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

 1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779-S8 FEET. A CENTRAL ANGLE OF 05*35*04** AND AN ARC LENGTH OF 563.33
- 5779.58 FEET, A CENTRAL ANGLE OF 05°35 04" AND AN ARC LENGTH 0F 563.33 FEET, SUBTENDED BY A CHORD OF WHICH BEARS S 18°04'54" W, A DISTANCE OF 563.11 FEET; S 15°12'757" W, A DISTANCE OF 4536.04 FEET TO A POINT ON THE NORTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE S 89°40'41" W, ALONG SAID NORTH LINE, A DISTANCE OF 1628.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7 993 235 SQUARE FEET OR 183 499 ACRES, MORE OR LESS

OVFRALL DAWSON RIDGE PROJECT PERIMETER DESCRIPTION CONTAINS AN AREA OF 89.896.046 SQUARE FEET OR 2.063.729 ACRES, MORE OR LESS

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

SHEET INDEX

COVER

OWNERSHIP CERTIFICATION

NATURAL FEATURES MAP

....SIGN DESIGN STANDARDS

.GRADING & DRAINAGE PLAN

WILDLAND MANAGEMENT PLAN

...ARCHITECTURAL DESIGN STANDARDS

P.U.D. SITE PLAN TO ZONE THE PROPERTY FOR RESIDENTIAL, MIXED USE

THIS DAWSON TRAILS PLANNED DEVELOPMENT PLAN INCLUSIVE OF THE

THIS DAWSON I RAILS PLANNED BEVELOFMEN I PLAN INCLUSIVE OF THE EMBEDDED PD ZONING REGULATIONS CONSTITUTES A SITE SPECIFIC DEVELOPMENT PLAN PURSUANT TO CHAPTER 17.08 OF THE CASTLE ROCK MUNICIPAL CODE AND §24-68-101, ET SEQ., C.R.S., AND ESTABLISHES VESTED

PROPERTY RIGHTS THROUGH DECEMBER 31, 2052, TO UNDERTAKE AND COMPLETE

THE DEVELOPMENT AND USE OF THE PROPERTY IN ACCORDANCE WITH THIS PLAN. TOWN COUNCIL MAY APPROVE A ONE TIME TENYEAR EXTENSION OF THE VESTING PERIOD, NOT TO EXCEED DECEMBER 31, 2062.

PHASING PLAN

COMMERCIAL, INDUSTRIAL, OPEN SPACE, AND PLD.

SHEET 14-18.....PD ZONING REGULATIONS

PLANNED DEVELOPMENT PLAN

..OPEN SPACE, PUBLIC LAND, AND TRAILS PLAN

THE DAWSON TRAILS PDP IS AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY

SHEET 1.....

SHEET 3-8

SHEET 9....

SHEET 10

SHEET 11

SHEET 13

SHEET 19.

VESTING

SHEET 20.....

PURPOSE STATEMENT

SHEET 2

VICINITY MAP

TECHNICAL CRITERIA VARIANCE APPROVAL

APPROVAL ALLOWS FOR REDUCED INTERSECTION SPACING BETWEEN FULL MOVEMENT INTERSECTIONS ALONG DAWSON TRAIL BLVD/PRAIRIE HAWK DR

DAWSON TRAILS

88

MY COMMISSION EXPIRES: NOTARY PUBLIC

DAMSON TRAILS BEGULATIONS PLAN AND SOUNDE REGULATIONS (AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY PLID SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY PLID SITE PLAN AND A PORTION OF THE WESTFIELD TRADE

DAWSON TRAILS

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

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	OWNERSHIP CERTIFICATION:	PLANNING COMMISSION RECOMMENDATION:	SURVEYOR'S CERTIFI
	THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED	THIS PLANNED DEVELOPMENT PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN	I. LAND SURVEYOR IN THE
	HEREIN.	OF CASTLE ROCK, COLORADO ON THE DAY OF	SURVEY AND LEGAL DES
	DAWSON TRALS I LLC		MONUMENTS SHOWN THE
	SIGNED THIS DAY OF, 20		DEVELOTIMENT TEAN ACK
	NOTARY BLOCK SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF	CHAIR DATE	
	. 20	АПЕЗТ	REGISTERED LAND SURVI
	BY AS OF THE DAWSON TRAILS! LLC, A COLORADO LIMITED LIABILITY COMPANY		
	WITNESS MY HAND AND OFFICIAL SEAL.	DIRECTOR OF DEVELOPMENT SERVICES DATE	TITLE CERTIFICATION
	NOTARY PUBLIC	TOWN COUNCIL APPROVAL:	I, OF LAND TITLE GUARANT
	MY COMMISSION EXPIRES:	THIS PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE	TO DOBUSINESS IN THE S THE PUBLIC RECORDS AN
		DAV OF	LIENHOLDERS OF THE PR OWNERSHIP AND LIENHO
	OWNERSHIP CERT IFICATION: THE UNDERSIGNED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF	MAYOR	AUTHORIZED REPRESENT
	CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESORIBED HEREIN.		TITI F COMPANY
	ILS II LLC	ATTEST:	SIGNED THIS DAY
	SIGNED THIS DAY OF 20		
	NOTARY BLOCK SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF	TOWN CLERK DATE	NOTARY BLOCK
	.20	LIENHOLDER SUBORDINATION CERTIFICATE:	SUBSCRIBED AND SWORN
	BY AS OF THE DAWSON TRAILS II.L.C, A COLORADO LIMITED LABILITY COMPANY	THE UNDERSIGNED ARE ALL THE MORTGAGEES AND LIENHOLDERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROOK, COUNTY OF POUGLASA AND STATE OF COLORADO DESCRIBED HEREON THE UNDERSINED BENEFICIARY OF THE LIEN	BY OF
	WITNESS MY HAND AND OFFICIAL SEAL.	CREATED BY THE INSTRUMENT RECORDEDAT	WITNESS MY HAND AND C
	NOTARY PUBLIC	RECEPTION NO. SUBGROUNTE STHE SUBJECT LIEN TO THE TERMS, CONDITIONS AND FESTRECTIONS OF THIS DOCUMENT.	NOTARY PUBLIC MY COMMISSION EXPIRES
	MY COMMISSION EXPIRES:		
		SWQ LLC, A COLORADO LIMITED LIABILITY COMPANY	
		SIGNED THIS DAY OF, 20	
	OWNERSHIP CERTIFICATION:	NOTARY BLOCK SUBSCRIBED AND SWORN TO BEFORE METHIS DAY OF	
	THE UNDERSTORED ARE ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS AND STATE OF COLORADO DESCRIBED HEREIN.	WITNESS MY HAND AND OFFICIAL SEAL.	
	TOWN OF CASTLE ROCK, A MUNICIPAL CORPORATION		
	BY	NOTARY PUBLIC	
	ATTEST:	MY COMMISSION EXPIRES:	
	TOWN CLERK	DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE:	
	SIGNED THIS DAY OF	THIS PLANNED DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF	
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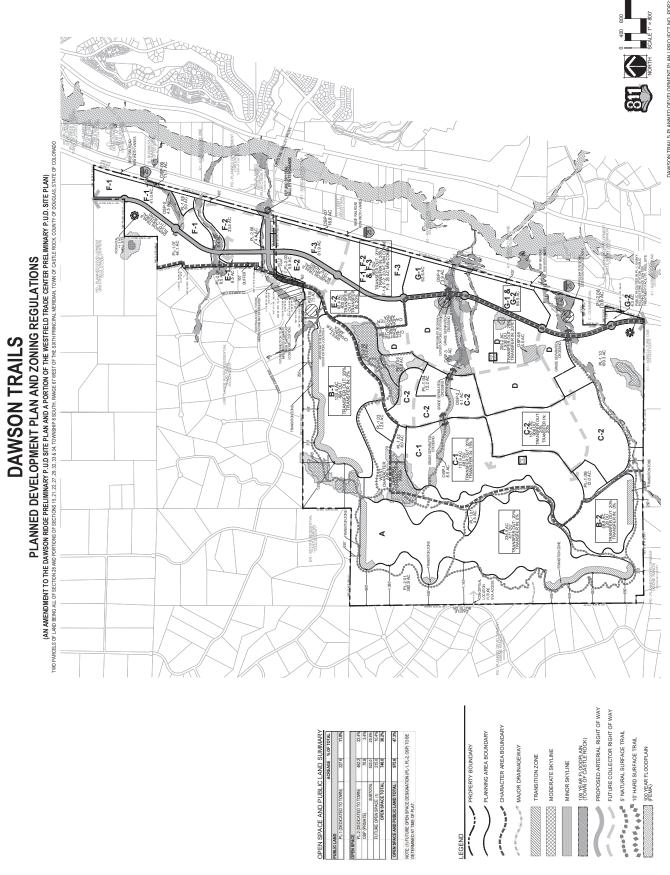
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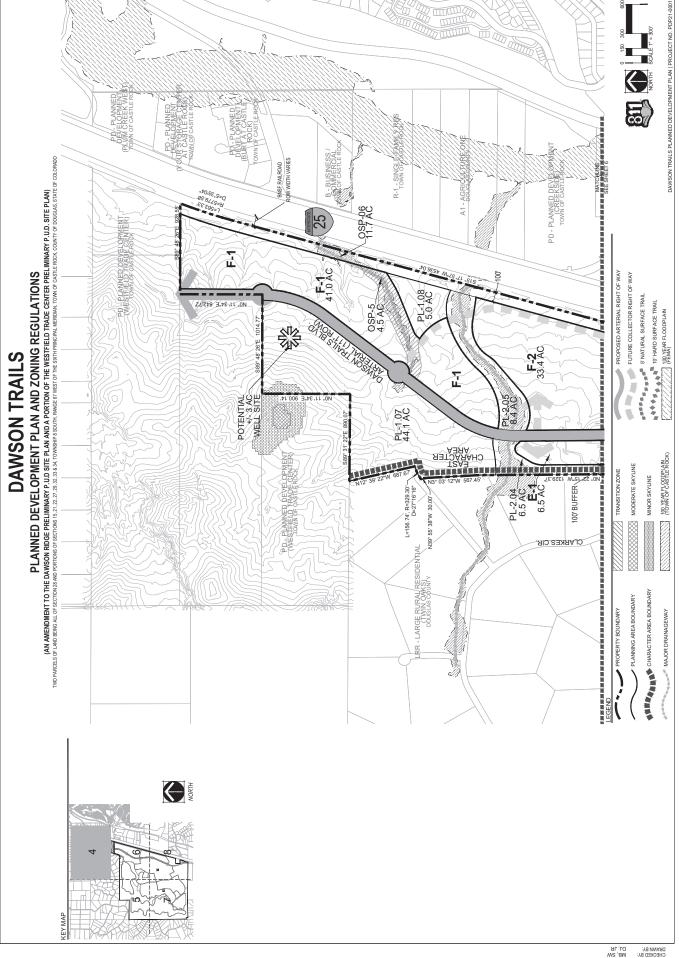
SHEET 3 OF 20

OVERALL PD PLAN



SHEET 4 OF 20

SHEET TITLE: PD PLAN



PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS (AN AMENDINENT TO THE DAWNON RICHER PREMIMINARY PLUD, SITE PLAN)

DAWSON TRAILS

CORE CONSULTANTS
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303-730-5960

ENGINEER & SURVEYOR

DAWSON -TRAILS-

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PD PLAN

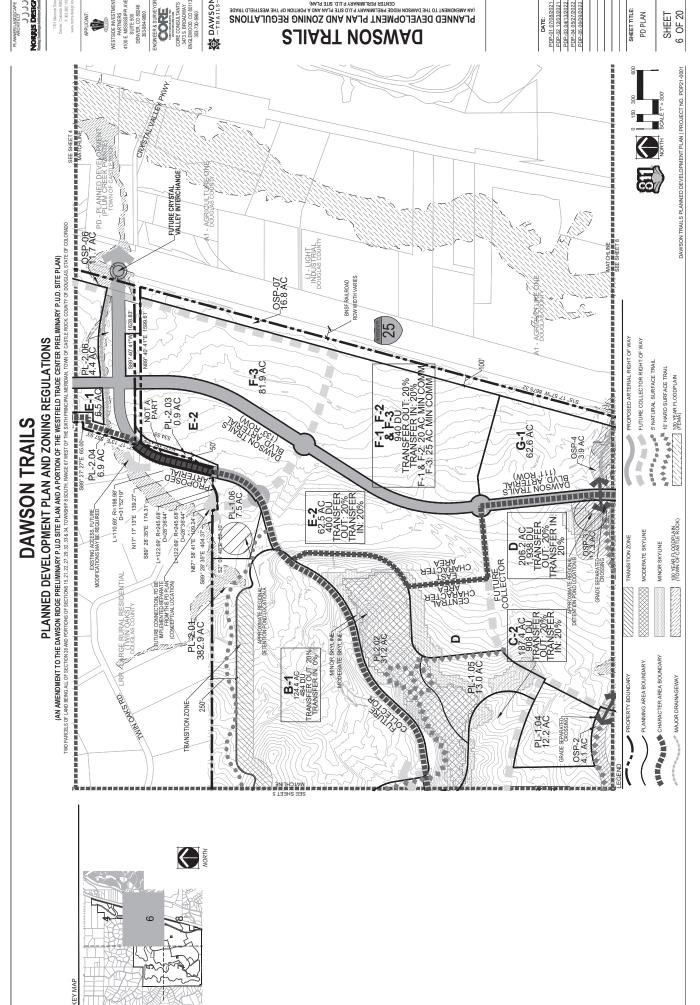
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OWNERSOR CONSULTANTS
3473 S. BROADWAY
BROLEWOOD, CO 80113
303-3960 DAWSON -TRAILS-SHEET 5 OF 20 **DAWSON TRAILS** DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001 PL-2-02 31.2 AG **C**-5 PL-103 12:0 AC TRANSFER IN: 0% TWIN OAKS RD. GRADE SEPARATED CROSSING PL-102 8.0 AC LRR / LARGE RURAL RESIDENTIAL (TWIN OAKS) PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
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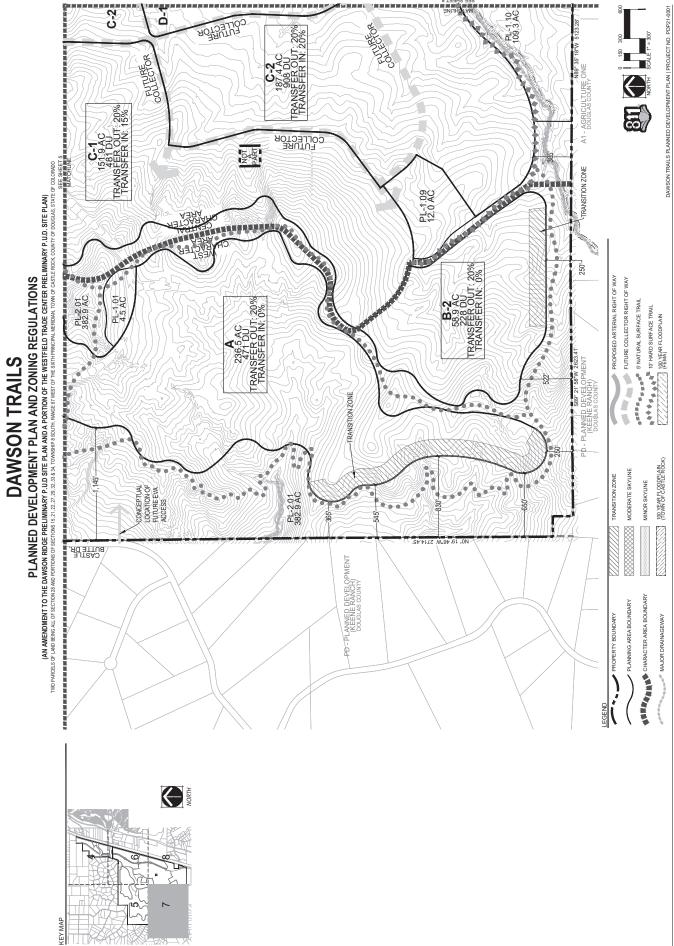
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PD PLAN

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SHEET 7 OF 20



PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS (AN AMENONENT TO THE DAWSON REGELIMINARY PLUD, SITE PLAN)

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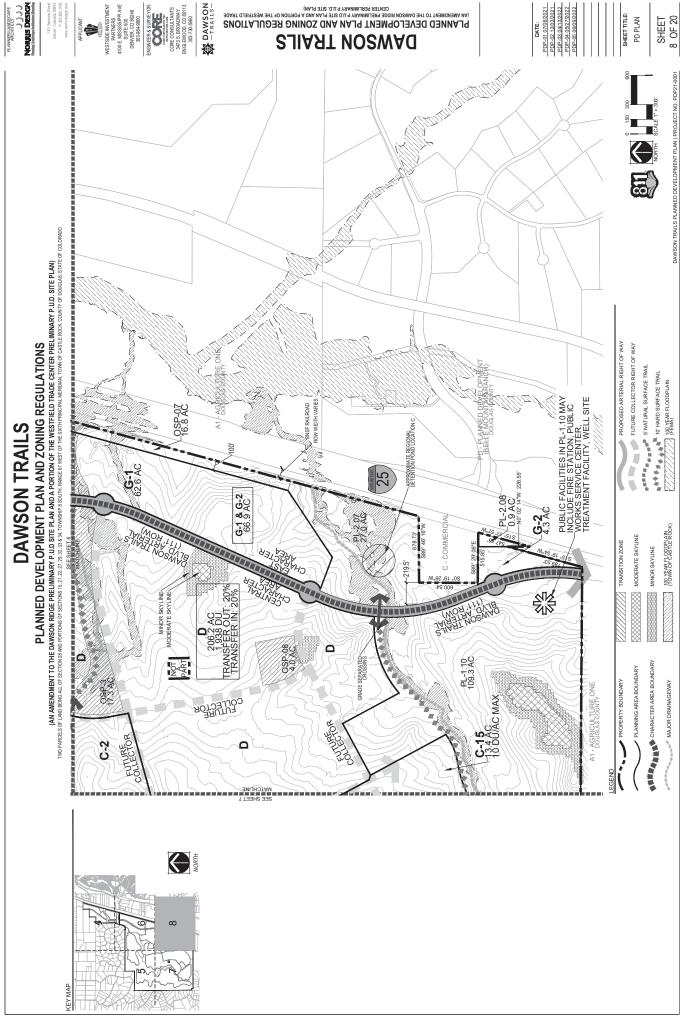
NORRES DESIGN

CORE CONSULTANTS 3473 S. BROADWAY BNGLEWOOD, CO 80113 303-730-5960

ENGINEER & SURVEYG

DAWSON -TRAILS-

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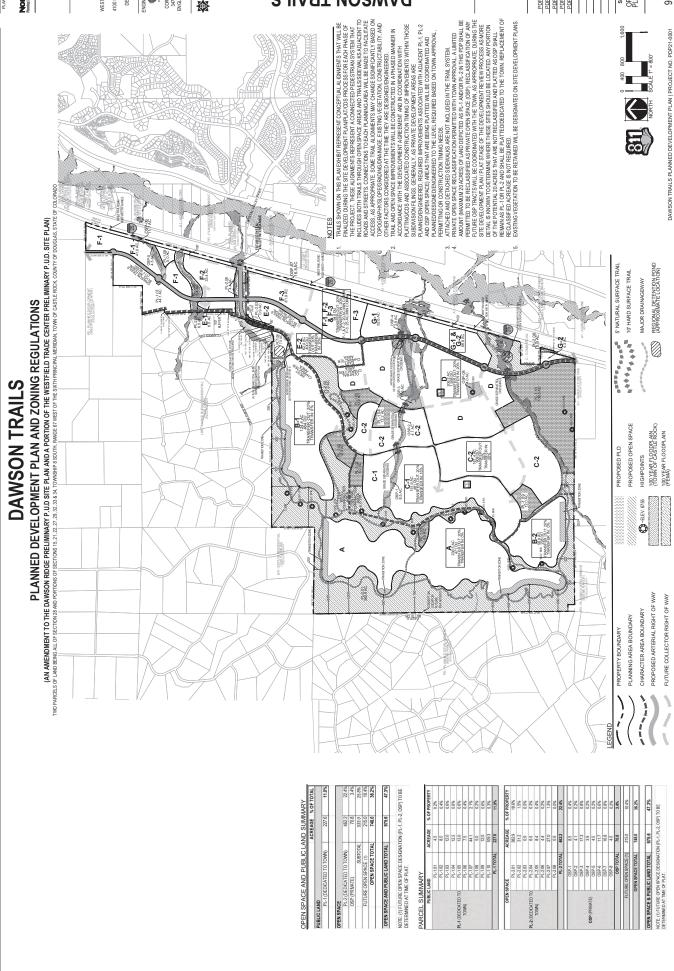


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MB, SW DJ, JR

OPEN SPACE, PLD, & TRAILS PLAN

9 OF 20 SHEET



PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS (AN AMENDRINT TO THE DAWSON RICE PLAN AND A POSTION OF THE WESTFIELD TRADE (CANTER DAWSON STORE PLAN AND STEE PLAN)

DAWSON TRAILS

NORRES DESIGN

4100 E. MISSISSIPPI AVE SUITE 500 DENVER, CO 80246 303-984-9800

CORE CONSULTANTS 3473 S. BROADWAY ENGLEWOOD, CO 80113 303-730-5960

ENGINEER & SURVEYOR

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PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
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PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
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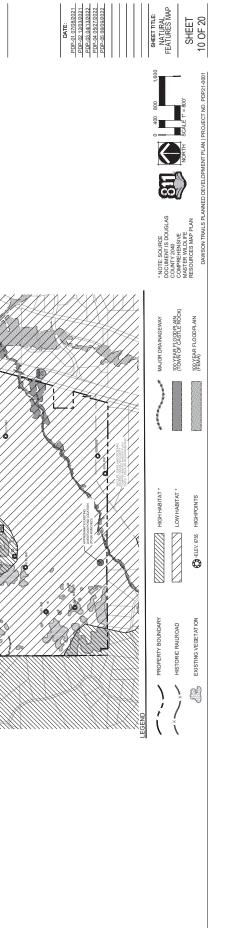
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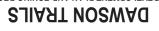
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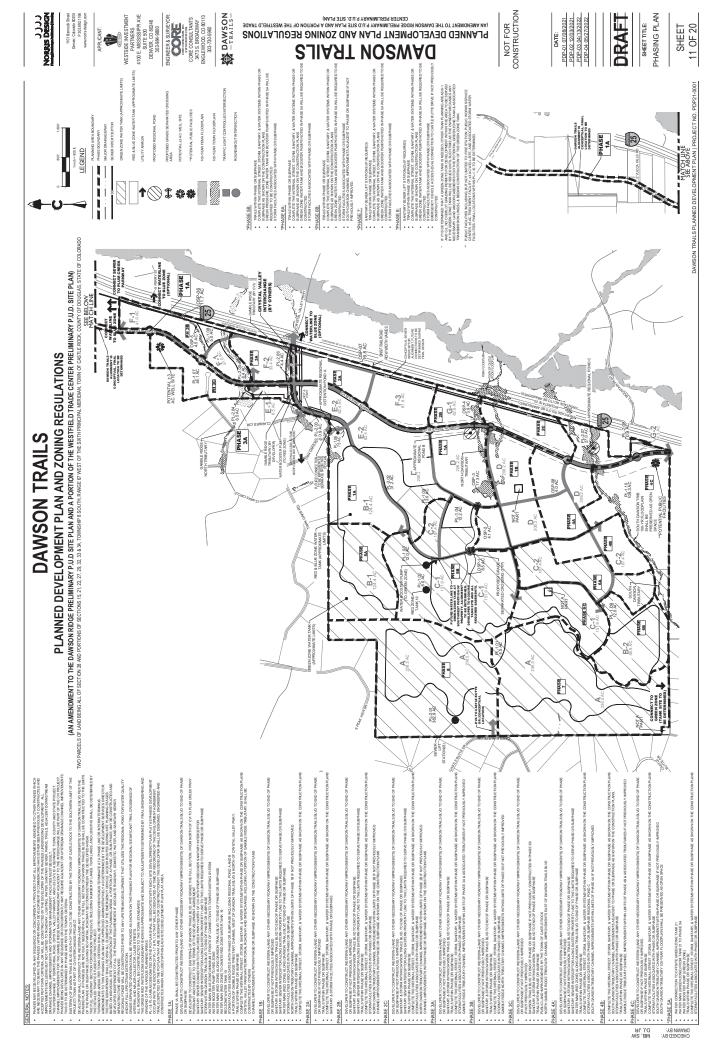
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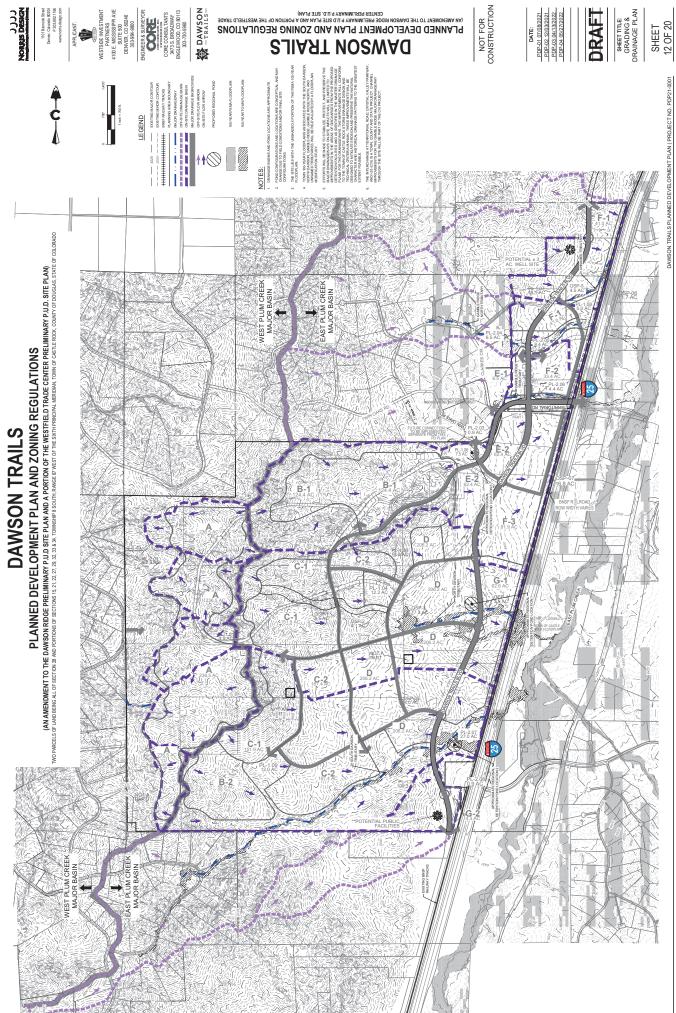






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WILDLAND/URBAN INTERFACE WILDFIRE VEGETATION MANAGEMENT PLAN:

THIS PROPERTY HAS VARYING DEGREES OF COVERAGE BY MULTIPLE VEGETATIVE TYPES. THUSI Y FIRE MITIGATION SHALL BE APPROPRIATELY CONSIDERED AS DEVELOPMENT MOVES FORWARD. WILDFIRE MITIGATION IS THE IMPLEMENTATION OF VARIOUS MEASURES DESIGNED TO MINIMIZE THE DESTRUCTIVE EFFECTS FROM A WILDFIRE. AT THE TIME OF SITE DEVELOPMENT PLAN, THE APPLICANT SHALL WORK WITH THE TOWN OF CASTLE ROCK FIRE DEPARTMENT TO CREATE A FINAL AND IMPLEMENTABLE URBAN/WILDLAND INTERFACE AREA VEGETATION MANAGEMENT PLAN. BELOW ARE SUGGESTED PRACTICES THAT DEVELOPERS, BUILDERS AND HOMEOWNERS CAN IMPLEMENT TO HELP MITIGATE FIRE RISK FOR RESIDENCES.

A. WITHIN 30 FEET OF A STRUCTURE (BUILDING ENVELOPE AND IMMEDIATE

- 1 CREATE A "DEFENSIBLE SPACE" TO REDUCE THE LIKELIHOOD OF A DAMAGING WILDFIRE IN THE IMMEDIATE VICINITY OF THE HOME.
 DEFENSIBLE SPACE IS THE AREA WHERE VEGETATION HAS BEEN DESIGNED, INSTALLED AND MAINTAINED TO REDUCE THE POSSIBILITY OF FIRE SPREADING BETWEEN THE LANDSCAPE AND THE BUILDING.
- 2. IF NATIVE VEGETATION HAS BEEN SUCCESSFULLY RETAINED IN THIS AREA, PRUNE TREE CANOPIES FROM THE GROUND UP TO A MINIMUM HEIGHT OF 10 FEET, REMOVE ANY SMALL OR SUPPRESSED STEMS IN THE UNDER STORY OF DOMINANT TREES. DO NOT REMOVE MORE THAN 1/3°D OF LIVE BRANCHES FROM CONIFERS
- WHEN PRESENT, THIN ANY SHRUBS, PARTICULARLY GAMBEL OAK, GROWING BELOW THE CANOPY OF LARGER RETAINED TREES.
- PRUNE RETAINED CONIFEROUS TREES TO MINIMIZE CROWN OVERLAP ISOLATE INDIVIDUAL TREES BY PRUNING BACK CANOPIES TO CREATE A SEPARATION BETWEEN TREES.
 THIN DENSE, CONTINUOUS GAMBEL OAK STANDS AND PRUNE TALLER
- SPECIMENS UP FROM THE GROUND TO CREATE A MORE OPEN, TREE-LIKE FORM. REMOVE SECTIONS OF LARGE BUT LOW GROWING STANDS TO CREATE DISCONTINUOUS ISLANDS OF VEGETATION
- 6. INSTALL A CONTINUOUS NON-IRRIGATED ROCK MULCH BED OR OTHER NON-COMBUSTIBLE MATERIAL FOR A MINIMUM OF 5 FEET AROUND THE PERIMETER OF THE BUILDING.
- 7 MINIMIZE FOUNDATION-TYPE PLANTINGS ESPECIALLY ADJACENT TO COMBUSTIBLE SIDING. KEEP ALL SHRUB PLANTINGS A MINIMUM OF 5 FEET FROM THE FOUNDATION. EXCLUDE MORE COMBUSTIBLE SHRUB SPECIES (CONIFEROUS EVERGREENS LIKE JUNIPER, ARBORVITAE, SPRUCE, PINE AND FIR) AND SPACE SHRUBS TO CREATE LOW, NON-CONTINUOUS PLANTINGS NEAR THE BUILDING.

 8. PLANT ONLY DECIDUOUS TREE AND SHRUB SPECIES WITHIN 15 FEET OF
- STRUCTURES. PROVIDE IRRIGATION AS REQUIRED FOR THE SUCCESSFUL D. STRUCTURAL WILDFIRE GUIDELINES ESTABLISHMENT AND LONG-TERM HEALTH OF NEW TREES.
- PLANT TREES FAR ENOUGH AWAY FROM THE BUILDING THAT AT MATURITY, TREE CANOPIES WILL NOT OVERHANG THE ROOF
- 10. PLANT SOD OR SEED WITH LOW-GROWING GRASS SEED MIXES
- 11. PROVIDE IRRIGATION TO TURF AND NATIVE GRASSES WITHIN THIS AREA TO PREVENT SUMMER DORMANCY
- MAINTAIN NATIVE GRASS HEIGHT TO A MAXIMUM OF 6 INCHES.
 PLANT WILDFLOWERS ONLY IF THEY WILL BE IRRIGATED AND WILL BE CUT
- BACK TO A MAXIMUM HEIGHT OF 8 INCHES AT THE END OF GROWING SEASON (FOLLOWING SEED PRODUCTION).
- 14. DISPOSE OF ALL SLASH OR PLANT TRIMMINGS OUTSIDE OF THIS ZONE
- B. BETWEEN 30 FEET AND 150 FEET FROM STRUCTURES AND ROADWAYS (TREE AND SHRUB PRESERVATION AREA) NOTE: THE EXTENT OF THIS ZONE IS AFFECTED BY SLOPE AND IS GREATER WHEN STRUCTURES OR ROADWAYS
 ARE AT THE TOP OF THE SLOPE AND WHEN SLOPES ARE RELATIVELY STEEP. SLOPE IS LESS CRITICAL WHEN STRUCTURES ARE AT THE BASE OF A SLOPE
- CLEAR SMALL DIAMETER, SNOW BENT, DISEASED, DAMAGED, OR SUPPRESSED STEMS IN THE LINDER STORY OF LARGER PINE TREES.
- PRUNE TO RAISE THE CANOPY OF LARGE, EXISTING TREES TO 12 FEET ABOVE GROUND LEVEL

- THIN SHRUBS GROWING DIRECTLY BENEATH LARGER TREES PER SECTION A NOTE 2 ABOVE
- REMOVE ANNUALLY, DEAD STEMS AND BRANCHES FROM SHRUBS AND TREES.
- SPACE NEWLY PLANTED CONIFEROUS TREES (>20' TALL AT MATURITY) AT LEAST 20-30 FEET APART TO PROVIDE A MINIMUM OF 10 FEET BETWEEN CROWNS AT MATURITY. IF PINION PINE GROUPINGS (CLUMPS OF TWO OR MORE OF THE SAME SPECIES), AND CONIFEROUS SHRUB GROUPINGS ARE PLANTED, PROVIDE 20-30 FEET BETWEEN GROUPINGS. DECIDUOUS TREES AND SHRUBS ARE NOT SUBJECT TO THIS GUIDANCE WHEN PLANTED AS PART OF AN IRRIGATED AND MAINTAINED LANDSCAPE.
- PRUNE THE BRANCHES OF SMALLER OR NEWLY PLANTED TREES AS THEY GROW, UP TO A HEIGHT OF 8-12 FEET ABOVE THE GROUND. DO NOT OVER PRUNE THE CROWNS OF SMALLER TREES.
- TRIM OR MOW NATIVE GRASSES AND WILDELOWERS MID-SUMMER AND IN THE FALL OR SPRING TO MAXIMUM HEIGHT OF 6 INCHES
- DISPOSE OF ALL SLASH OR PLANT TRIMMINGS OFF SITE, BY CHIPPING, OR OTHER MECHANICAL TREATMENTS.

C. BEYOND 150 FEET OF THE STRUCTURE AND OPEN SPACES (PRESERVATION / ENVIRONMENTALLY SENSITIVE AREA)

- CLEAR SMALLER UNDERSTORY TREES AND SHRUBS PER SECTION B, NOTE 1 ABOVE
- UNDERTAKE SELECTIVE THINNING TO IMPROVE HEALTH AND APPEARANCE OF WOODED AND NATIVE BRUSH AREAS
- REMOVE SMALLER TREES IN CROWDED STANDS TO INCREASE TREE SPACING
- PROVIDE SEPARATION RETWEEN GAMBEL OAK CLUMPS TO BREAK UP HORIZONTAL CONTINUITY OF FUELS AND REDUCE CROWN FIRE
- TRIM OR MOW NATIVE GRASSES ALONG TRAILS TO ALLOW POTENTIAL USE AS PRE-CONSTRUCTED FIRE LINES. THESE MOWN AREAS SHOULD BE 8 FEET WIDE ON BOTH SIDES OF TRAILS. ANY SHRUB CLUMPS RETAINED WITHIN 20 FEET OF TRAILS SHOULD PRUNED TO REDUCE LADDER FUELS AND MAINTAINED IN A MITIGATED CONDITION.
- RETAIN AN INCREASED NUMBER OF STANDING DEAD TREES PER ACRE FOR WILDLIFE HABITAT UNLESS THEY POSE A THREAT TO UTILITIES OR HUMAN USE.
- SLASH OR PLANT TRIMMINGS MAY BE DISPOSED OF WITHIN THIS AREA IF TREATED AND REDUCED TO A MAXIMUM DEPTH OF 6 INCHES. IF CHIPPED, MULCH DEPTH SHOULD NOT EXCEED 4 INCHES IN DEPTH.

- ALL ROOFS SHALL HAVE CLASS A FIRE RATING
- DECKING MATERIAL SHALL HAVE A CLASS B OR HIGHER FIRE RATING. ANY FENCING CONNECTED TO STRUCTURES SHALL USE
- NON-COMBUSTIBLE MATERIALS WITHIN 5 FEET OF STRUCTURES OR
- ALL VENTS (FOUNDATION, SOFFIT, EAVE, ETC.) SHALL HAVE 1/8TH INCH OR SMALLER OPENING SIZES
- 5. GUTTERS SHALL BE NON-COMBUSTIBLE OR HAVE CLASS A FIRE RATING

E. MAINTENANCE OF FIRE MITIGATION

- FIRE MITIGATION ON PRIVATE LOTS IS THE RESPONSIBILITY OF THE
- FIRE MITIGATION UNDERTAKEN BY THE DEVELOPER ON OPEN SPACES OR COMMON AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS
 ASSOCIATION (HOA) OR ALTERNATIVELY BY A SPECIAL DISTRICT (SD), AS MAY BE DETERMINED AT THE TIME OF CONVEYANCE.
- PLANTED VEGETATION ALONG ALL THOROUGHFARES SHALL BE MAINTAINED TO MANAGE RISK OF CROWN FIRE OR FLAME INTRUSION
- THE HOA OR SD (IF APPLICABLE) SHALL ESTABLISH PROCEDURES FOR RESIDENTS TO IMPLEMENT OR MAINTAIN WILDFIRE MITIGATION MEASURES PER C.R.S 38-33.3-106.5 (A.K.A. SB-100, HOMEOWNER BILL OF

GENERAL NOTES

- A WILDLAND/URBAN INTERFACE WILDFIRE VEGETATION MANAGEMENT PLAN SHALL BE COMPLETED AND SUBMITTED TO THE TOWN OF CASTLE ROCK WITH EACH SITE DEVELOPMENT PLAN, OR SITE DEVELOPMENT PLAN
- MITIGATION REQUIREMENTS SHALL BE COMPLETED AS ESTABLISHED IN THE DEVELOPMENT AGREEMENT

PLANNER/LANDSCAPE ARCHITECT **NORRIS DESIGN**



WESTSIDE INVESTMENT PARTNERS 4100 F MISSISSIPPI AVE DENVER, CO 80246 303-984-9800

ENGINEER & SURVEYOR: CORE CORE CONSULTANTS

ENGLEWOOD, CO 80113 303-730-5960



REGULATIONS I AND ZONING F D SITE PLAN AND A PORTION P.U.D. SITE PI ANY TRAIL PLANNED DEVELOPMENT PLAN (AN AMENDMENT TO THE DAWSON RIDGE PREL MINARY P.D.D. DAWSON

DATE: PDP-01 07/08/2021 PDP-02 12/03/2021

PDP-03 04/13/2022 PDP-04 05/27/2022 PDP-05 06/09/2022

SHEET TITLE: WILDLAND MANAGEMENT PLAN

SHEET 13 OF 20



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PLANNED [

PLANNER/LANDSCAPE ARCHITECT

NORRIS DESIGN

APPLICANT:

WESTSIDE INVESTMENT

PARTNERS 4100 E. MISSISSIPPI AVE

SUITE 500

DENVER CO 80246

ENGINEER & SURVEYOR

CORE

CORE CONSULTANTS

3473 S BROADWAY

303-730-5960

DAWSON

-TRAILS

ZONING REGULATIONS
NAND A PORTION OF THE WESTFIELD TRADE

RAIL

P 303.892.1166 www.nomis-design.com

DAWSON TRAILS

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN) TWO PARCELS OF LAND REINGALL OF SECTION 28 AND PORTIONS OF SECTIONS 15: 21: 22: 27: 29: 23: 33: 8: 34. TOWNSHIP 8 SOLITH RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF CASTLE ROCK COUNTY OF DOLIGLAS STATE OF COLORADO

PD ZONING REGULATIONS

SECTION 1 | PURPOSE

The purpose of the Dawson Trails Planned Development Plan (PDP) and Zoning Regulations contained herein is to establish standards for the development and improvement of the property. The standards contained in these Zoning Regulations are intended to carry out the goals of this planned community.

SECTION 2 | GENERAL PROVISIONS

The Zoning Regulation and the Dawson Trails Planned Development Plan have been adopted by the Town Council by Ordinance No. _____, on the 16th day of August 2022 and have been incorporated therein; pursuant to Section 17.32 of Title 17 Zoning of the Town of Castle Rock Municipal Code, after appropriate public notice and hearings.

The Dawson Trails Planned Development Plan and Zoning Regulations shall run with the land and bind owners of record and successors in interest to the property.

3 Maximum Level of Development

The total number of dwelling units or total commercial, industrial, or other non-residential square footage within the established planning areas are the maximum allowed for platting and development. The maximum number of dwelling units approved for development within the Dawson Trails Planned Development (PD) is 5,850. The maximum non-residential square footage approved for development in the Dawson Trails PD is 3,200,000.

4. Relationship to Town of Castle Rock Regulations

All Town ordinances and regulation, as the same are amended from time to time, shall apply to, and be enforceable in this Dawson Trails PD. All references herein to the Town of Castle Rock Municipal Code (Code), specifically cited Code Chapters and Sections, and Town technical criteria (Criteria) shall mean in effect at the time of the approval of the Dawson Trails Planned Development Plan and Zoning Regulations, and as the Code and Criteria are amended Accordingly, such Town ordinances and regulations shall govern and control over any conflicting provisions in the PD Zoning Regulations, unless such conflicting provision is vested as an express development right under the applicable Development Agreement

The standard zoning requirements of the Town zoning ordinance, including off-street parking, landscaping, site development, accessory, and temporary uses, use by special review and variance processes, unless expressly varied in these zoning regulations, shall apply to the Dawson Trails PD. The PD Zoning Regulations shall not preclude the application of Town ordinances, including revisions thereto, which are of general application throughout the Town, unless such application would conflict with an express vested property right (see Chapter 17.08, CRMC).

5. Development Agreement

In addition to these regulations, certain provision of the development of the Dawson Trails PD are controlled by an agreement between the Town of Castle Rock and the Property Owners. This agreement provides for a vesting of the property rights set forth in the Dawson Trials Planned Development Plan and establishes a Water Rank for Dawson Trails. This agreement, entitled the Dawson Trails Development Agreement, between Dawson Trails I LLC and Dawson Trails II LLC and the Town of Castle Rock (the "Development Agreement"), was adopted by the Town of Castle Rock on the 16th day of August 2022, by Resolution No. . In the event of a conflict ween the terms of these PD Zoning Regulations and the Development Agreement, the velopment Agreement shall control.

SECTION 3 | GENERAL PROJECT DESCRIPTION

3.1 Overall Development Plan

The Dawson Trails PD consists of approximately 2,063.7 acres with zoning that allows a maximum of 5,850 residential dwelling units as well as provisions for a wide range of commercial, office, industrial uses . A maximum of 3.2 million square feet of non-residential uses is permitted in Dawson Trails PD. This development plan transitions from lower density residential planning areas located in the western portions of the PD to higher density mixed-use areas located in the eastern portions of the PD.

The location of the PD property is within a designated "gateway" to Castle Rock, being situated at the southern most houndary of the Town, west of Interstate 25 (L25). The general character of the Dawson Trails neighborhood is shaped by an interconnected network of open space, trails, and parks. Public land dedication will be used for local and regional public facilities which may include neighborhood and regional parks, schools, and other public facilities. Roads and planning areas are planned and located to minimize impacts to existing topography and mature vegetation with preservation of many topographic high points and other natural features being incorporated into the overall design

This development plan provides approximately 533 acres of interconnected open space which ommodates wildlife movement and habitat and includes a diversity of topography and existing foliage. All development within Dawson Trails PD is subject to and must comply with the Migratory Bird Treaty Act. No federal or state protected species were found inhabiting the property

3.2 Character Areas and Planning Areas

The Dawson Trails PDP is organized into three (3) Character Areas, according to similarities in land use and development characteristics of the Planning Areas. The West Character Area generally consists of low density single-family detached residential uses on the west and north sides of the 'ridge', as well as significant interconnected open space corridors and areas. The Central Character Area contains a wide range of residential housing types and includes opportunities for supporting neighborhood commercial uses, and key open space corridors and parks on the east side of the ridge while transitioning to the flatter terrain . The East Character Area has a general character of being a commerce, employment, and mixed-use areas with a broad range of land uses, including higher density residential uses.

The West Character Area (West) is comprised of single-family detached residences and neighborhood support amenities such as a clubhouse, community center, or other similar uses. This Character Area generally serves as the transition from the Central Character Area to the existing single-family detached residential lots located in Douglas County. The West consists of the lowest residential densities in Dawson Trails. This area also preserves large areas of key open space and natural corridors with mature vegetation, and establishes a significant natural transition buffer where adjacent County residential properties. Only single-family detached residential homes are permitted in the West, Commercial land uses are not permitted. The West Character Area is comprised of three (3) Planning Areas totaling a maximum of 1,183 dwelling units.

- A. Planning Area A is the westernmost development area in the Dawson Trails PD, separated from the adjacent County residential properties by a large open space buffer area. The vestern edges of this Planning Area conform to the existing topography and to pres much of the physical characteristics and mature vegetation. Development in this Planning Area will consist of lower density single-family detached residential uses. A Transition Zone with additional development standards area required, exists where Planning Area boundaries are adjacent to existing Douglas County residential development, a Transition Zone exists where additional development standards are required (See Section 6.10)
- B Planning Areas B-1 and B-2 establish the northernmost and southeastern portions of the West Character Area. These Planning Areas are closest to the existing Twin Oaks single-family detached residential subdivision (north) and the existing Keene Ranch single-family detached residential subdivision (south). As with Planning Area A, development will be characterized by single-family detached residential. The edges of these Planning Areas are established in this PD Plan to be sensitive to existing topography and other physical characteristics of the property. Transition Zone development standards, as defined within the PD, apply to some edges of these Planning Areas (See Section 6.10).

3 Central Character Area

The Central Character Area (Central) acts as a transition area between the lower density West Character Area and the higher density/intensity East Character Area. This Character Area allows higher density residential uses as well as non-residential uses, primarily in the eastern portion and away from the West Character Area and closer to the East Character Area and Dawson Trails Boulevard. All residential development in the Central Area include a wide range of housing types including single-family attached and detached as well as multi-family. This Character Area will include a well-connected series of neighborhood pods, potential neighborhood commercial, and both locally and regionally oriented land uses, parks, and other open space and amenities. The Central Character Area is comprised of three (3) Planning Areas totaling a maximum of 3,327 twelling units and limited density transfers allowed

- A Planning Area C-1 is primarily a residential land use area, with some supporting realising Aced or its printing a realisation and use area, with some supporting neighborhood commercial and other low intensity non-residential uses permitted as a use by special review, anticipated to occur along collector roads and around intersections. Based or land use types permitted and associated development standards, the intensity of uses and density of residential development will generally decrease from east to west within the
- B Planning Area C-2 is similar to Planning Area C-1 but nermits slightly higher residential densities. The southern portion of this Planning Area generally permits lower levels of density, due to the proximity of the Town/County boundary.
- C. Planning Area D is an area that permits a wide range of residential uses, mixed-uses, and a wide range of commercial and other non-residential uses. Both horizontal and vertically mixed land uses are appropriate and permitted. The most intense land uses and residential densities will likely occur along the major north-south arterial (Dawson Trails Boulevard) located along the eastern boundary of the Planning Area.

4. East Character Area

The East Character Area (East) is influenced by its proximity to and visibility from Interstate 25, the Crystal Valley Interchange, and Dawson Trails Boulevard. Accordingly, the type of development occurring here will tend to be higher density, mixed use (both vertical and horizontal mixed-use) as well as a wide range of non-residential uses. Residential neighborhood and commercial site design in the East will strive to create pedestrian friendly connections and provide access via a variety of

Residential development in the East is anticipated to include denser and more compact housing types such as condominiums, townhouses, apartments, and high density clustered single-family detached and attached units. A maximum of 1.340 dwelling units and limited transfer of units

Office buildings, retail stores, restaurants, service commercial, light industrial and other similar uses will provide employment, shopping, and local and regional destinations in this Character Area Large format retailers, also known as "big-box" stores are appropriate in Planning Areas E-2, F-1, F-2, and F-3, along with other uses.

The East Character Area is comprised of seven (7) Planning Areas, and development standards included in this PD create a logical transition to the adjacent Central Character Area. Land use allowed among the Planning Areas are similar, with the exception of Planning Areas G-1 and G-2, which allows light and flex industrial uses and prohibits residential uses.

- A. Planning Area E-1 is a mixed-use parcel, located within the I-25/Crystal Valley Interchange area and is adjacent to the Twin Oaks single-family detached residential subdivision located in Douglas County, to the west. The proximity to adjacent commercial or mixed-use Planning Areas allows for similar development opportunities, but at a lower intensity. Development standards, which establish appropriate buffer areas and lower profile buildings, serve to guide development and site planning of this Planning Area. The western boundary of his Planning Area has an existing buffer agreement, which is filed with the Douglas County Clerk and Recorder, Reception Number 8625692 and labeled on the PDP. This agreement requires a 100-foot-wide buffer in this area.
- B. Planning Area E-2 in the PDP is a mixed-use parcel that is more centrally positioned in the Dawson Trails neighborhood. This Planning Area is categorized as a Pedestrian Oriented Area and has the notential to include a nedestrian-priented cluster of uses and will provide opportunities to shop, work, live, and recreate. Pedestrian Oriented Areas beyond the one described in Planning Area E-2 may also be developed in other areas of Dawson Trails. The Pedestrian Oriented Area will include the following:
 - 1. Include either a publicly accessible and activated square/green/plaza OR a publicly accessible and activated "main street" at least one (1) block in length with buildings fronting with entries / pedestrian access oriented onto the space or street and incorporating typical urban design elements such as on-street parking (parallel or head-in), street trees for shade, decorative/enhanced paving, lighting/stree furnishings, and other elements to help establish and define the public realm of the
 - 2. Uses include all non-residential and residential uses permitted in Planning Area E-2.
 - 3 Enhanced elements to support pedestrian connectivity may include crosswalks loor dining, pedestrian-scaled lighting (poles and/or bollards), dedicated bicycle parking in key locations, or similar improvements.
 - 4. Development patterns in a Pedestrian Oriented Area in this portion of Planning Area E-2 should prioritize pedestrians by placing entrances at sidewalks, providing landscaping along main routes, and allowing on-street parking to help encourage slower vehicular traffic. As a primary design principal for this gathering place/ street is to be pedestrian-oriented, the transportation network in these areas should also provide safe crossings for pedestrians and cyclists and may include mid-block crossings where necessary. Additional guidelines and standards can be found in the Dawson Trails Architectural Guideline
- Planning Areas F-1, F-2 and F-3 are proximate to the proposed I-25 interchange and provide the widest range of land uses within Dawson Trails. These Planning Areas are likely to contain more auto-oriented and destination type land uses while providing safe connections for cyclists and pedestrians
- D. Planning Areas G-1 and G-2 provide for a similar range of land uses as in the other portions of the East Character Area but does not permit residential land uses

SECTION 4 | DEFINITIONS

In addition to the standard definitions found in the Town of Castle Rock Zoning Ordinance (Title 17), as amended, the following definitions of terms shall apply to this PD.

Accessory Structure means a detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

Adult Day Care Facility means a facility that provides services under an adult day-care program or a daily or regular basis but not overnight to four or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility

Attached or Detached Private Garages means an accessory building or portion of a dwelling which is fully enclosed and used for the sheltering of permitted vehicles and storage of househol equipment incidental to the residential occupancy. This definition shall not include a carport or other open shelter.

Driveway Fasements means an easement placed upon a common or shared driveway, benefiting the two or more property owners which utilize such drive for access.

Funeral Home means (a) an establishment that holds, cares for, or prepares human remains prior to final disposition, including a crematory or embalming room; (b) an establishment that holds itself out to the general public as providing funeral goods and services; (c) an establishment that provides funeral or memorial services to the public for compensation

Industrial, Flex means industrial buildings which allow for a wide range of office and warehouse uses. Flex buildings usually contain a larger percentage of office space than a typical distribution warehouse building and can be easily adapted to fit the spatial needs of the tenant.

Large Animal Clinic and Hospital means a clinic and/or hospital that provides medical care for large animals, ding but not limited to equine, ruminant, and other livestock. This may include services such as herd checks, administering medicines, checkups, and surgeries.

Master Developer means the Master Developer for Dawson Trails PDP and/or its assigns of all or certain phases of the project that will be the entity responsible for providing the spine infrastructure, including roads sewer, and water for the project. The Master Developer shall form or amend the Service Plan for any required guasi-governmental metropolitan district, the property owner's association, and design review

Non-Residential means development containing commercial, retail, industrial, and institutional uses. Residential and residential amenities such as pools, clubhouses, public schools (K-12) and public facilities are not considered to be non-residential uses.

Office, Flex means buildings that are designed and marketed as suitable for offices but with space available hat is able to accommodate bulk storage, showroom manufacturing, assembly, retail or similar operations. Generally flex space has storefront type windows in the office area of the space

> Clustered Dwelling means single family or multi-family, attached, or detached, dwelling units which are grouped more tightly together on one lot as a means to preserve nearby open space that would otherwise be distributed amongst privately owned lots

Condominium means a type of multi-family Dwelling. The unit is individually owned, each owner receives a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds,

Dwelling or Dwelling Unit means any building or portion thereof which is used as the ence or sleeping place of one of more human beings, but not including hotels, motels, tourist courts, clubs, hospitals, or similar uses.

Green Court means a group of single family, attached or detached, dwelling units which are accessed on the rear by either a private drive or an alley. Green Court dwellings may either be on individual lots or a commonly owned lot. Typically included is a common shared, open space area which dwellings front upon, and which is maintained by either a private homeowner's association or other similar entity.

Motor Court means a group of single family, attached or detached, dwelling units which are accessed by a common, shared driveway

Multifamily means buildings which contain apartments or condominiums, which contain three or more dwelling units, which are accessed from interior elevators or hallways, or from individual exterior entrances, and are separated by interior walls and/or floors. Multifamily does not include boarding houses, dormitories, fraternities, sororities, bed and breakfast establishments, single-family attached or detached dwellings, or hotels and motels, adult day care, memory care, or other similar institutional uses which provide

Patio Dwelling Unit means a dwelling that shares at least one wall with another home Frequently built on small lots with patios in place of a traditional back yard

Single Family, Attached or Detached, means a building designed exclusively for occupancy by one family and includes (but is not limited to) townhomes, green courts, motor courts and other similar residential configurations. Apartments and condominiums

Townhome means a type of Single Family Attached Dwelling in which each single Dwelling goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall while having individual outside access. Townhome Dwelling Units may have no side yards, or front and rear yards and may include two, three, four, or more

Zero Lot Line means an alternative type of Single Family Detached Dwelling Unit which is situated on a lot so that one or more sides rest directly on the boundary line of the lot.

Short Term Rentals means any dwelling or portion there of that is available for use or is used for ations or lodging of guests, paying a fee or compensation for a period of less than thirty (30) consecutive days

area of any components, products, material, merchandise, equipment, vehicles, RVs, boats, and trailers,

Storage, Outdoor (Allowed in Planning Areas F-1, F-2, F-3, G-1, G-2 only) means the keeping in an unenclosed area of any components, products, material, merchandise, equipment, vehicles, RVs, boats, and trailers. Fleet/company vehicles, equipment attached to fleet/company vehicles, short-term customer and staff parking, and approved trash enclosures shall not be considered outdoor storage

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Storage, Indoor (Allowed in Planning Areas F-1, F-2, F-3, G-1, G-2 only) means the keeping in an enclosed

Transition Zone is the 150' wide area identified on the PD Plan in Planning Areas A, B-1, and B-2 that is generally located towards the PDP property boundary and indicated with the cross-hatched pattern in those Planning Areas. The Transition Zone is established with this PDP to provide standards to control a range of ment standards within this specific portion of the Planning Area, including minimum lot size lighting, building colors, landscaping improvements, and fencing.

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

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DAWSON TRAILS

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN) TWO PARCELS OF LAND REINGALL OF SECTION 28 AND PORTIONS OF SECTIONS 15: 21: 22: 27: 29: 23: 33: 8: 34. TOWNSHIP 8 SOLITH RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF CASTLE ROCK COUNTY OF DOLIGLAS STATE OF COLORADO

PD ZONING REGULATIONS

SECTION 5 | OVERALL PROJECT STANDARDS

5.1 Planning Area Boundaries

The conceptual boundaries of all Planning Areas are shown on the Dawson Trails PD Plan. Where a Planning Area abuts an internal local street or drive or a collector street, the boundary shall be the centerline of the street, where applicable. Where a Planning Area abuts an arterial street, the boundary shall be the right-of-way of that street as indicated on the PD Plan. A Planning Area may be partially subdivided and/or subdivided into multiple filings and phases at the Site Development Plan / Plat stage of the development review process.

5.2 Amendments to the PD Plan and PD Zoning Regulations

The maximum number of dwelling units approved for development in Dawson Trails is 5,850, including a maximum number of 2,400 Multifamily dwelling units. The maximum amount of non-residential use square footage is 3,200,000 square feet, subject to subsection 3 below.

A. Dwelling units are subject to maximum transfers in each Planning Area as noted below in Table 5.2.1. In any case, the maximum number of dwelling units approved in this PD shall not exceed 5 850

Character Area	Planning Area	Percentage Transfer Out	Percentage Transfer In
West	A	20%	0
	B-1	20%	0
	B-2	20%	0
Central	C-1	20%	15%
	C-2	20%	20%
	D	20%	20%
East	E-1	No Residential Allowed	No Residential Allowed
	E-2	20%	20%
	F-1	20%	20%
	F-2	20%	20%
	F-3	20%	20%
	G-1	No Residential Allowed	No Residential Allowed
	G-2	No Residential Allowed	No Residential Allowed

- B. The actual number of dwelling units approved will be determined and calculated at the Site Development Plan / Plat stage of the development review process. A Project Tracking Sheet will be used to document the series of plats at Dawson Trails over the life cycle of the project.
- C. The maximum number of allowed multifamily dwelling units is capped at 2,400, however, this may be increased by up to 15% as an Administrative Amendment to this PD. In any case, the maximum number of dwelling units approved in this PD shall not exceed 5,850

- The maximum 3,200,000 square feet of non-residential use may be increased by up to 15% as an Administrative Amendment to this PD.
- B. All non-residential uses in the West, Central, and East Character Areas that are residential use-supporting in nature, including but not limited to various types of amenities, clubhouses, and similar uses, shall not be counted towards the maximum allocation of non-residential use 3 200 000 square feet
- C. Assisted living facilities, adult day care, memory care, nursing homes, and continuum of care uses and other institutional use types that provide staffed support services do not count towards the 5.850 maximum allowed dwelling units in this PD.

5.3 Non-Residential Use Acreage Minimums

- Minimum acreages of non-residential uses are required and shall be located in F-1, F-2, F-3,
- G-1, and G-2 as follows: A. Planning Areas F-1 and F-2: 20-acres
- B. Planning Area F-3: 25-acres
- C. Planning Area G-1: 62.6 acres
- D. Planning Area G-2: 4.3 acres

5.4 Storage Use Acreage Maximums

- A total cumulative maximum of 30 acres of storage uses are permitted within Planning Areas

 - A. Outdoor storage shall not exceed 15 acres.
- B. Indoor and outdoor storage may both be included on the same site.

5.5 Automobile / Vehicle / RV / Boat / Motorcycle / All-Terrain Vehicle / Equipment Sales and Leasing Use Acreage Maximums 1. A total cumulative maximum of 20 acres of Automobile / Vehicle / RV / Boat / Motorcycle /

All-Terrain Vehicle / Equipment Sales and Leasing uses are permitted within Planning Areas F-1, F-2, F-3, G-1, and G-2.

5.6 Road Alignments

The PDP depicts conceptual locations of roadways. Recognizing that the final road alignments are subject to detailed engineering studies, realignments of roads/streets are expected and can be accomplished by the applicant/developer through the Site Development Plan / Plat stage of the development process without any amendment to these regulations or to the PDP itself. More significant road realignments, as determined by the Town of Castle Rock Development Services Director, shall follow the PDP Amendment procedure as provided in the Town of Castle Rock Municipal Code

5.7 Trails and Trail Alignments

The PDP depicts general locations of trails. Recognizing that the final trail alignments are subject to detailed engineering studies and overall pedestrian connectivity adjustments, realignments and changes are expected, and can be accomplished by the applicant/developer through Site Development Plan / Plat stage of the development process without any amendment to these regulations or to the Plan Development Plan itself. In some cases, sidewalks planned along roadways and streets may be used to connect trail networks. Refer to the Dawson Trails PD Plan.

Open space may be public or private. Public open space. PL-1, or PL-2 will be dedicated to the Town Private open space, OSP, will be owned by a private entity, a metropolitan district or homeowners' association. An additional approximate 215 acres to be designated as either public or private open snace at time of SPD / Plat

- Shared parking is allowed per Section 17.54 of the Municipal Code.
- Reduced parking standards may be requested per Section 17.54 of the Municipal Code.
- 3. Table 5.8.1, below, identifies parking standards within the Dawson Trails PD. Parking shall follow the table below unless the applicant designates that the Town Code requirements are to

Table 5.	8.1				
Single-F	amily Detached Dwelling	2 Spaces per Dwelling Unit			
Single-F	amily Attached Dwelling	1 space per 1 bedroom; 1.5 spaces per 2 bedroom; 2 spaces per 3+ bedroom; +15% of total required spaces for visitor parking			
Multiple	SFA & SFD on One Lot	1 space per 1 bedroom; 1.5 spaces per 2 bedroom; 2 spaces per 3+ bedroom; +15% of total required spaces for visitor parking			
	d Single-Family tial Dwelling	2 Spaces per Unit			
(Multifar	mily Residential Dwelling nily and dwellings in buildings on a single lot)	1 space per 1 bedroom; 1.5 spaces per 2 bedroom; 2 spaces per 3+ bedroom; +20% of total required spaces for visitor parking			
Notes:					
other co	vered spaces, uncovered spo	paces (including tandem configurations), surface parking sees, spaces accessed from private drives, and driveways			
counted	On-street parking that is directly adjacent to the lot frontage of a public or private street may be counted as part of the parking requirements in Planning Area E-2, in conjunction with review of a SPP in Section 3.4 8. of this PD.				

5.10 Residential / Non-residential Use Adjacency Standards

- Planning Area F-1 shall have a minimum 100-foot open space buffer, measured from the stern Dawson Trails property boundary. No structures which require a building permit are permitted within this open space buffer.
- 2. The northern portion of Planning Area E-2, adjacent to the proposed Major Collector, shall have a minimum 50-foot open space buffer, measured from the east boundary of the Right-of-Way for the Major Collector. No structures which require a building permit are permitted within this open space buffer
- 3. The buffers noted 1, and 2, above are inclusive of the buffer described in the existing buffer agreement, which is filed with the Douglas County Clerk and Recorder, Reception Number
- 4. The Interface requirements of Chapters 17.50 and 17.51 of the Town of Castle Rock Municipal Code shall apply in the Dawson Trails PD only to development adjacent to the buffers described in 1 and 2 above, except that no additional prescriptive buffer is required.

5.11 Landscaping

All landscaping shall be in conformance with Town of Castle Rock Landscape and Irrigation Criteria Manual and the Dawson Trails Water Efficiency Plan, as amended.

The grading/drainage of an individual lot or open space tract shall not vary from the approved Plat and Construction Documents - Grading Plan, as applicable, without written approval of the Owner, certification of the Owner's Engineer(s), and Town review and approval. Any unauthorized work performed will be required to be returned to the specified grade by the individual(s) or organization(s) that authorized the change without proper approval.

5.13 Town-Owned Property

No easements, grading, or other disturbance associated with development is permitted on PL-1. PL-2, or other Town owned property without written approval from the Town of Castle Rock.

5.14 Compliance with Skyline/Ridgeline Protection District

All areas within the Skyline/Ridgeline protection area as shown on the Dawson Trails PD Plan shall be subject to Chapter 17.48 of the Castle Rock Municipal Code, as amended.

5 15 Wildland Fire Mitigation

The natural topography and existing vegetation of the development site and adjacent open space suggests that the design of the homes and the neighborhood incorporate methods to limit the notential for the spread of wildland fires. National Fire Protection Association measures approved by the Town of Castle Rock Fire Department shall be incorporated into each Site Development Plan. An overall Wildfire Vegetation Mitigation Plan is included in the PDP and will be further defined at each stage of development as associated with future Site Development Plans when the appropriate amount of planning and engineering information and detail are known.

5.16 Planning and Design

- Design and construction of lots, structures, roadways, and other improvements shall be sensitive to the existing topography and mature vegetation. The proposed improvements shall achieve a blended landscape (existing conditions combined with engineered conditions) that is congruent with the intended character of the Character Area and/or Planning Area provements being implemented, as determined feasible
- 2. Structures in sloping areas shall be designed to generally conform to the slope by means of stepped foundations, retaining walls or similar methods that will seek to minimize grading and site preparation, as determined feasible.
- 3 Grading shall be shaped to compliment the natural landforms as determined feasible
- Roads in steeply sloping or heavily vegetated areas shall be designed to minimize the area of disturbance, while recognizing grading impacts will require changes to existing slopes and removal of existing vegetation in many areas where development improvements are to be located. Where practical, clearing of vegetation within the right-of-way shall be feathered to create more natural appearing edges

SECTION 6 | PERMITTED USES AND DEVELOPMENT STANDARDS

As outlined above in the Character Area descriptions, each Character Area is further organized by Planning Areas. While the Character Areas provide a general guide for similar types of development, each Planning Area provides allowed land uses and dimensional standards.

Refer to Section 6.11 Supplemental Development Standards, Supplemental Development Standard #16 (A through E) includes standards applicable in all Planning Areas. Sections 6.1 through 6.10 establish permitted uses and development standards unique to specific Planning Areas.

6.1 Planning Area A

- Permitted Uses
- A. Residential
 - 1. Single Family Detached 2. Detached Private Garage

B Non-Residential

- 1. Home Occupations
- 2 Onen Space Public or Private
- Private recreational and park uses, clubhouse, country clubs, recreational facilities, including but not limited to; swimming pools, sport courts, and logging equestrian riding, hiking and biking trails
- 4. Public Parks, Playgrounds, and other recreational areas
- Utilities including but not limited to gas, electric, telecom. This includes structures or facilities commonly associated or required with the installation and operation of utilities
- Water infrastructure including but not limited to detention/retention areas/ponds lift stations, and piping, as well as structures typically associated with water infrastructure such as pump houses

C. Uses By Special Review

- 1. Solar collectors which are not part of the primary structure
- 2. Development Standards (unless otherwise approved by the Town at the time of SDP or Plat)
- Transition Zone Minimum Lot Size: Residential lots located within the designated
 Transition Zone, as identified on the PD Plan, shall be a minimum 7,700 square feet. (See Section 6.10 for additional standards)

B. Minimum Lot Size: None

- C. Primary Structure
- which may apply. See Section 6.11.
 - 1 Sethacks /3 4 9 13 14)
 - a. Minimum Front Setback (1, 5, 8): 15'
 - b. Minimum Front Setback to Garage Door Face (1, 5, 8): 20' c. Minimum Rear Setback (6): 20'

 - d. Minimum Rear Setback, Alley (6, 7): 2'
 e. Minimum Side Setback, Interior Lot (6, 7, 12): 5'
 - f. Minimum Side Street Setback (1. 5. 6. 7. 8): 15
 - 2. Minimum Building Separation (3): 101

D Accessory Structure

which may apply. See Section 6.11. 1. Setbacks (3, 4, 9, 13, 14)

- a. Minimum Front Setback (1, 5, 8): 20°
- b. Minimum Rear Setback (6): 5'
- c. Minimum Rear Setback, Alley (6, 7):2'
- d Minimum Side Setback (interior lot) (6, 7, 12); 5'
- e. Minimum Side Street Setback (1, 5, 6, 7, 8): 15'
- 2. Minimum Building Separation (3): 10' 3. Maximum Building Height (2): 35'

6.2 Planning Areas B-1 and B-2

- Permitted Uses A. Residential

 - 2. Detached private garages

B Non-Residential 1. Open space, public or private

- 2. Private Recreational and Park uses, clubhouse, country clubs, recreational facilities, including but not limited to: Swimming Pools, Sport Courts, and jogging, equestrian riding, hiking and biking trails
- 3. Public Parks, playgrounds, and other recreational areas
- 4. Utilities including but not limited to gas, electric, telecom. This includes structures or facilities commonly associated or required with the installation and operation of utilities.
- 5. Water infrastructure including but not limited to: detention/retention areas/ponds, lift stations, and piping, as well as structures typically associated with water infrastructure such as numn houses

2. Uses By Special Review

A. Solar collectors which are not part of the primary structure

R Public Facilities

- 3. Development Standards (unless otherwise approved by the Town at the time of SDP or Plat)
- Transition Zone Minimum Lot Size Transition Zone Minimum Lot Size: Residential lots located within the designated Transition Zone, as identified on the PD Plan, shall be 6,600 square feet. (See Section 6.10 for additional standards).

B. Primary Structure

1 Minimum Lot Size: None

2. Setbacks (3, 4, 13, 14)

- a. Minimum Front Setback (1.5.8): 15'
- b. Minimum Front Setback to Garage Door Face (1, 5, 8): 20'
- c. Minimum Rear Sethack (6): 20' d. Minimum Rear Alley Setback (6, 7): 2
- e Minimum Side Sethack interior lot (6. 7. 12): 5" f. Minimum Side Street Setback (1, 5, 6, 7, 8): 15'
- 3. Minimum Building Separation (3): 10'
- 4. Maximum Building Height (2): 35'

C. Accessory Structure

1 Sothanks (3 4 13 14)

- a Minimum Front Sethack rt 5 81: 201
- b. Minimum Rear Setback (6): 5'
- c. Minimum Rear Alley Setback (6. 7): 2' d. Minimum Side Setback (interior lot) (6, 7, 12): 5'
- 2. Minimum Building Separation (3): 10' 3. Maximum Building Height (2): 35"

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

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A Primary Standure
"Wate: The remises with preventives to following such secure includes." h may apply. See Section 6.11.

Minimum Lot Size: None
 Setbacks (3.4.13.14)
 a. Minimum Front Setback (1.5.8): 15'

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7. Marriam States States 6.6.4.4.1.3.9

7. Marriam States States 6.6.4.1.3.9

7. Marriam States States 6.6.4.1.3

7. Marriam States 6.6.4.1

Non-Residential Setbacks: To be estab Plat application, review, and approval.

B. Accessory Shouten

1. Selbacks (a. V. R. I. S. H. I. S. H. S. S. D.

2. Martural Treat Selback (a. S. R. 20'

D. Martural Treat Selback (b. S. R. 20'

C. Martural Selback (b. R. R. 2)

C. Martural Selback (b. R. R. 18, 18, 18)

a. Martural Selback (b. R. 18, 18, 18)

a. Martural Selback (b. R. 18, 18, 18)

Single Family Detachted
 Tanger Family Detachted (Townbron, Dupler, Tiplex, Fourplex, Zaot Lot Line
 Develings, Repto Owelings, Repto Courts, Celestred Develings)
 Mulifamily (Apartmerts, Condomniums, or other similar Mulifamily Condomniums, or other similar Mulifamily Condomniums)

Non-Residential Setbacks: To be established at the time of Site Development Plan / Plat application, review, and approval.

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)
TWO PARCES OF LAND BENG ALL OF SECTION 28 AND POSITIONS OF SECTION 15 2, 22, 23, 22, 23, 24, 27, 20 32, 23, 24, 20 MISTION PORTION OF CASTLE FOCK, COUNTY OF DOLIGIAS, STATE OF COLORADO

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

DAWSON TRAILS

 Single Family Delached (E-2 only)
 Single Family Allached (Townhome, Duplex, Triplex, Fourplex, Zero Lot Line Dwellings, Patro Dwellings, Motor Courts, Green Courts, Clustered Dwellings) (E-2 .5 Planning Areas E-1 and E-2 1. Permitted Uses

C. Custend Spire Frein's Demini (or this including but not limited to Zare Lottina Demini Unit. Pat Demini Units, not three, and four, and other Multi-Family Demini Units. (£-2 only) Units, two three, and four, and other Multi-Family C. Custend Spire Frein's Demini Units on single lot as a product for lease (£-2 only).
7. Demondor private garages (£-2 only) Mixed-Use (horizontal or vertical) (E-2 only)
 Multifamily (E-2 only)

11. Zeo Lot Line Dwelling 12. Clustered Single Family Dwelling Units on a single lot as a product for lease 13. Detached private granges

Single Family Attached or Detached
 Clustered Single Family Dwelling Units, in
 Dwelling Units, Patio Dwelling units
 Detached private garages

PD ZONING REGULATIONS 6.3 Planning Areas C-1 and C-2 Non-Residential
 Adult Day Care Facility
 Assisted Living / Memony Care
 Ant M / Klosk

A sessible Libring, Memory Care, or other similar institutional uses

2. Musting Home

3. Adultacy Care

3. Adultacy Care

4. Adultacy Care

5. Device Care or other Family

6. Device Care or other Family

6. Device Care or other Family

7. Public Paris, Plaggounds, and other non-commercial reconditional bases

7. Public Paris, Plaggounds, and other more commercial reconditional bases

7. Public Paris, Plaggounds, and other more commercial reconditional bases

7. Public Paris, Plaggounds, and other more commercial reconstruction displays

9. Utilises including but not firmled to be about a destruction of prediction and operation of season or many associated or required with the installation and operation of season or misses.

utilises.

10 Week effection and evoluting but not limited to detention-heartinn reveal-points, till effective effections and peloty, as well as structure typically associated with water-infectional such as pump houses.

2. Uses By Special Review
A Non-Residential
I. Office
3. Gyms / Feath Clubs
3. Clinics
4. Restaurants, wifrout Drive-Through
5. Private Clubs
6. Resul

College / University / Vo-tech
Day Care Center Facility
Drive-Through Facility
Educational Facility

Non-Residential 1. Assisted Living, Memory Care, or other Day Care Center Facility Drive Through Facility

7. Mospinas Nursing Hurne 9. Office (moutding Flex Office) 10. Place of Worship 11. Private Club 12. Public Facilities

(to include 24/7 emergency care)

20 Private Recreatoral and park uses, clubhouse, country clubs, recreational stoillifes duding but not intest to obthouses, swimming pods, sport courts and jogging, riding, hiking and biking traits. 2.1.Public Parks, Playgounds, and other non-commercial recreational areas 22.Utilities including but not limited to gas, electric, (elecom. This includes shructures facilities commonly associated or required with the installation and operation of

26.0pen Spaco, Public or Phiesis 27.Public Parks, Playgounds, and other non-commercial recreational assas 28.Pvr at Recreational and park usess, cubhouse, country cubs, recreational Ecilities, including but not limited to swimming pools, sport counts, and logging, riding.

equestrian hiking and biking trails 29.Utilities including but not limited to gas, electric, telecom. This includes structures facilities commonly associated or required with the installation and operation of

30. Water infrastructure including but not limited to detention stations, and piping, as well as structures typically assos such as pump houses.

2. Uses By Special Review
A. Solar collectors which are not part of the primary structure
B. Kernel / Doggy Daycare . Maximum Building Height for All Uses (2:60'

23.Water infrastructure including but not limited to detention stations, and piping, as well as structures typically associ such as pump houses

Loses By Special Review
 A. Solar colectors which are not part of the primary structure
 B. Public Facilities

. Maximum Building Height for all uses (2): A. Planning Area E-1:50' B. Planning Area E-2:60'

Residential Sebadas fulless otherwise approved by the Town at the time of SDP or Plat)

A. Primary Studdure
'West The uniteres with parenthese shawing and a second production of the second production of the second secon

Residential Setbacks: (unless otherwise approved by the Town at the time of SDP or Plat)

Minimum Lot Size: None

Selected (1 See Note)

Selected (2 4.0.0.1)

Selected (2 4.0.0.1)

Minimum (15 See Note)

Selected (2 4.0.0.1)

Minimum (2 See Note)

2. Strabble (2, 4, 10, 14)

a. Minimum Fort Strabble (1, 4, 11)

b. Minimum Fort Strabble (1, 6, 11)

c. Minimum Broth Strabble (1, 10, 11)

d. Minimum Rest Strabble (1, 12)

d. Minimum Rest Alley Strabble (1, 12)

d. Minimum Rest Strabble (1, 12)

d. Minimum Strabble (1, 12)

** September 2 Schools (1)

** September 2 A ** (1) ** (1)

** A Marinum Rear Schools (1) ** (2)

** Marinum Rear Schools (1) ** (2)

** C. Marinum Rear Schools (1) ** (2)

** G. Marinum Rear Schools (1) ** (2)

** G. Marinum Rear Schools (1) ** (2) ** (3)

** G. Marinum Rear Schools (1) ** (2) ** (3)

** G. Marinum Schools Schools (1) ** (2) ** (3)

** G. Marinum Schools School Schools (1) ** (2) ** (3)

** G. Marinum Schools School Schools (1) ** (2) ** (3)

** G. Marinum Schools School Schools (1) ** (2) ** (3)

** G. Marinum Schools School Schoo

PD ZONING REGULATIONS SHEET TITLE:

SHEET

16 OF 20

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

NORRES DESIGN

APPLCANT:

WESTSDE EWESTMENT
4100 E. MISSISSIPPI AVE
6200 DENVER, CO 80204
303-994-9800

ENGNEER & SURVEYOR:

CORE CONSULTANTS
3473 & BROADWAY
BROLEWOOD, CO 80113
303-730-5960

DAWSON TRAILS

head-ii, ji sed asset or thata, docroteventhousing planty, phinologisted threshings, and other demonstration being passible and other the public color of mid the pland settler and external to the persistent and other the public color and not 2. Elimonia elements to support pedestism connectivity may include consolvation, and color of ming, policities, such sighting globes and or beings, judicianal boycle plant in my policities, called improvements by planty and and all delements.

non-intrusive people watching. Where possible, provide power and wi-fi to enco people to work outdoors. Concessing and proposed control of processing and lighted with close and convenient access to building entries, speledicine amenifies the lately for meli-building effice a reself-compuses, poledicine amenifies the lately for the important of control of the cont

DAMSON TRANSPILS
PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY PLID SITE PLAN AND A PORTING WESTFIELD TRADE
CENTER PRELIMINARY PLID SITE PLAN AND A PORTING WESTFIELD TRADE

bolanical exhibits, or art features.

8. Convenient podestier access to transis stops and outlying parking areas, if any.

9. Where less the cleagn sites to accommodate bus stops.

9. Where less the cleagn sites to accommodate bus stops.

10.Bicycle pasking in convenient and visible areas that do not interfere with padestrian. circulation.

11 Interconnection of pedestrian areas with adjacent existing or planned open space.

12. The potential knowthoor dining and/or other amenities to entiven plazas and open space areas.

tables, drinking fountains, benches, seating walls, shade trees, raised landscape planters, berms, clock towers, specimen trees, pottled plants, information kiosks,

MB, SW DJ, JR

DBFMN BA: CHECKED BA:

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)
WIND PARCES OF UND BEING ALL OF SECTION 28 AND PORTIONS OF SECTIONS 16 21, 22, 23, 23, 23, 34, TOWNSHIPS SOUTH RANGE OF WEST OF THE SIXTH PRICHAL MERDIAN TOWN OF CASTLE ROCK, COUNTY OF DOLIGIAS, STATE OF COLORADO

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

DAWSON TRAILS

possicolumis, soite paelis mountad no primary situation, impatinate appirentelli (pit Autres, not overlangs and other architectual features and ase allowed to extend outward from the primary structure in front, side, and rear yeals in not itsiations may as encondormed from the primary structure in front, side, and rear yeals from the finished melatinal of the encondorment of the adjoient propriety or ended into a west of you tillly seasoned. Non-habitable shouldness, such as covered poolses and conspirate can encount in to a

ment Standards apply to areas within Planning Areas A, B-1, and B-2,

Minimum Residential Los Roses Apply within Transition Zones as follows:
A Minimum Residential Los Roses Apply within Transition Zones as follows:
A Pariming Med A F, 700 square feet
B. Pariming Area B-1, 6500 square feet
C. Planning Area B-2, 6500 square feet
C. Planning Area B-2, 6500 square feet

other similar structures which may typically be used as an office.

B. Temporary uses are subject to Chapter 17:16.020 of the Castle Rock Municipal Code.

L. Galdenschi et al. 70 Steback (1.5.9). 20
a. Minimum Rend Samback (1.5.9). 20
c. Minimum Rend Samback (5). 5
d. Minimum Selb Samback (5). 7
d. Minimum Selb Samback (1.5.4.7). 5
d. Minimum Selb Samback (1.5.4.7). 5
d. Minimum Selb Samback (1.5.4.7). 5
d. Minimum Belling Sampach (5). 7
d. 10 Sampach (1.5.4.7). 5
d.

Single Family Attached (Townhome, Duplex, Triplex, Fourplex, or other similar Multi-Unit Configurations) Mutifiamly (Peatments, Condominiums, or other similar Mutifiamly Configurations)
 Mined-Use (Incrontal or vertical)
 Detached Private Garages

PD ZONING REGULATIONS

6.6 Planning Areas F-1, F-2 and F-3

Non-Residential Setbacks: To be established at the time application, review, and approval.

DAWSON TRAILS
PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
(AN AMENOMENT TO THE DAWSON RIGHEPRELIMINARY PLUS, SITE PLAN AND, ROGGING OF THE WESTFIELD TRADE

CENTER PERLIMINARY PLUS, SITE PLAN

CENTER PERLIMINARY PLUS, SITE PLUS

CENTER PERLIMINARY PLUS

CENTER PERLI

Coors: All couploid structures and accessory structures shall be constructed and maintained or that professional services (and services or the accession of the downline side of the structure) and road structure presents when the presents was not the downline side of the structure and road structure presents are presently as reported to a commonly in the band and systems or the services as given commonly in the land and systems or the present (DA). Referches materies and position costs and conditional control and the copies of the just and vegetation around from chall not be used executions of the present of the present (DA).

Auto Body and Webe (IVF) (East Epigement and Plagae).
Abstractive Verlider (EV) (East I Natarogie Al-Terrain Vehicle (Equipment Sales and
Lessing (Bodyet to Section S of alt Re 10)
Automobile Servior (Feel Saleson (Wash) Reents
Bed and Eastwale

Colege / University / Vo-Tech
Commercial Amsenent, Indoor and Outdoor
Log Ace Cheel Facility
Log Ace Filtrough Facility
Educational Facility
Educational Facility

Nursery or Greenhouse (Wholesale or Retail) including Flex Office) Facility (stand-alone lot / structure)

Multi-Modal Transit Facility

. Industrial, Flex (F-1 and F-3 Only) . Kennel / Doggy Daycare . Large Animal Clinic and Hospital

Adult Day Care Assisted Living, Memory Care, , or other similar institutiona

A. Residentiat No residential uses allowed. B. Non-Residential 6.7 Planning Areas G-1 and G-2

Aub Boty and Vehide / RV / Bost Equipment and Repair Automotible / Vehide / RV / Bost I Motorcycle / All-Terran Veh Leasing (Subject N Sexfon 5.5 of finis PD)
Automobile Sentos / Fuel Station / West / Rental
Bed and Bresidest

College / University / Vo-Tech Commercial Amusement, Indoor and Outdoor Day Care Center Facility

Adult Day Care Assisted Living, Memory Care, or offier s Alcoholic Beverage Sales ATM / Kiosk

as predominant oblos on any wall or root surface.

4. Floodighting: Floodights shall not be used to light all or any portion of any primary or accessory structure facade. All outdoor light sources mounted on poles, buildings or treas to

extension to the Sprovides the schedule of position and in the removal months of the schedule of the Sprovides of the schedule of the Sprovides of the schedule of the Sprovides
Serbacks shall not be less than required utility easements.

D. Rear setbacks to alleys or private steets may be reduced to zero when the minimu width of the right-cf-way or easement exceeds the minimum standard as identified it detached garages may also utilize a 0' setback. All structures must meet building separation and code requirements as well as minimum standards for architecture

E. Setbacks from public right-of-ways shall be 10' unless otherwise determined and approved at the time of Site Development Plan

Side selbacks may be reduced to no less than 3 as measured from the finished material of the exterior wall to the property line as long as minimum code requirements are met (unless using a Otoline configuration, See Note 6 showe).
Sde year stabox for conner ids shall be determined at the time of Ste Development Plan /
Plat and shall only apply to lots abuilting a public orgit of very. Lots soling on by novele streads
yone development as open asses, or other similar loss that ill use the minimum Side year.

estable standards.

Or researched size, the control of the control plantane stellar, silvenda, wakeney, particular control contro

Hospitalty, metical, office, muti-family residential, and vertical mixed-use buildings are allowed to have a maximum height of 90 feet
 Residential layouts with Side Y and Use Easements are permitted and shall be determine

Am Portisage of the development respect process:

13. Sebascial or distress single-langly developments with the atministrated as minimum building separation using minimum front, side, and resu yand dimensions.

14. General Notes (special por la filtering by early of separation lidering as mossessy).

A. Any desiring or home type within its PDP may be id-sea, by-early or appressible and appreciate and appreciat

B. A knothen grange configuration is calculated the same way as a gauge with standard configuration manner generalized sign operations. C. Shared intervenence asserting the configuration from the observage are permitted for all teas. C. Shared inforwages of provinge in Contrador Assert Earl of Contrador Montrador and the STA for all uses, except that attracted homes and commercialities with an information to the contrador and contrador and contrador and contrador and contrador and contrador and as individually within quality, delention, and all other applicable development standards shall all the above the contrador and all other applicable development standards shall all all the contrador and all other applicable development standards shall all all the contrador and all other applicable development standards shall all all the contrador and all other applicable development standards shall all the contrador and all other applicable development standards shall all the contrador and all other applicable development standards shall all the contrador and all other applicable development standards shall be contradored as the contradored as the contradored and contradored as the c

designs have a ratural appearance, being veel into the ratural terrain, have an open chanadar, and use generally not suited by wides, form high femiliary following the changes of the region was suited by wides, form high relationship of "The high."

We make may be incorporated in the latency design to be suppose the relations of other makes or design and problemed, and dead of priving sprinces for the grates of privings relating to the problement of the suited of privings relating to the control of search to the control of th

A Use B (Sead) reliable to the By Case of the primary shoutine
3. Nearmon Balling Health of All bea p. 11,75 cm and shown you be a beautiful from the Balling Health of All bea p. 11,75 cm and shown you building Health of the Balling Health of Bal

Residential Selbacks: (unless otherwise approved by the Town at the time of SDP or Plat). A. Primary Structure

. Maximum Building Height for hospitality, medical, buildings Uses (2,11): 90 num Building Height for All Uses (2.11): 75'

Utilities including but not limited to gas, electric, telecom. This includes structures or facilities commonly associated or required with the installation and operation of utilities. Water infrastructure including but not limited to detention lesention areas/ponds, lift stations,

ting Range, Indoor ge, Indoor or Outdoor (Subject to Section 5.4 of this PD)

Veterany Cini.

On Space Printer

On The Space Printer

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And
Uses By Special Review
 A. Solar collectors which are not part of the primary structure

10. The state of t

Indoor or Outdoor (Subject to Section 5.4 of this PD)

When necessary, tread of first entry step on a sidewalk entering a lot may be located immediately adjacent to the public sidewalk, if the step is not within the right-of-way (refer to exhibit below).

SHEET TITLE:

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001 TREAD RISER AT R.O.W.

The garge door fee for the id shall be at least 20' from the back of public selevalik.
Non-garges door ledge the remainment of the art infilmment of the selevation of the selevation and non-selevation selections demonstrate for only neaders at confidence designation and non-selevation experience at confidence and selevation talk non-selevation designations of the selevation of selevations are coherent elevations. Steweds may also encound maximum building height if required by building design or code.

Commonly associated Acoesony Uses, incidental to the Primary Use or Building, including but not limited to obe docks, place, proceives, study or Professionary accesses, rade or Professionary accesses, rade or Professionary accesses, rade or Professionary Structure, sport courts, givenite includes delines, accesses and professionary structure, sport courts, givenite services and sprivate increases and private increasemental facilities or structures swimming pooks and associated structures and private increasemental facilities or structures.

Accessory Uses
 I. In all Planning Areas:

1. Minimum Lot Sizer None
2. elette Siz, et vir.
3. elette Siz, et vir.
3. elette Siz, et vir.
4. elette Sizer Si

B. Accessory Uses are subject to Chapter 17.52.210 of the Castle Rock Municipal Code.

6.11 Supplemental Development Standards
Below are Supplemental Development Standards that may apply within each Planning Area. Supples
Development Standard #14 (A firough E) includes standards applicable in all Planning Areas.

PD ZONING REGULATIONS

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SHEET

MB, SW AL,LQ

SHEET TITLE:

SHEET

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

18 OF 20

NORRIS DESIGN

APPLICANT:

WESTSIGNE RAVESTAMENT
PARTNERS
4100 E. MISSISSIPPI AVE
SUNTE 800
DENVIER, CO 80246
303-994-9900

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)
TWO PARCES OF LAND BENG ALL OF SECTION 28 AND POSITIONS OF SECTION 15 2, 22, 23, 22, 23, 24, 27, 20 32, 23, 24, 20 MISTION PORTION OF CASTLE FOCK, COUNTY OF DOLIGIAS, STATE OF COLORADO PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS DAWSON TRAILS

PD ZONING REGULATIONS

SECTION 7 | PUBLIC LAND AND OPEN SPACE

Permitted Uses, Uses permitted by sight in the PL-I Societies of Active and developed for the control of the PL-I Societies of Active and developed for treaden or the Societies of Marian Line (2014). The control of t

Development Standards. Development standards for the R-1 District are as follows:
 A Automorth object. The (VS) feet.

 A Manimum Forth of a Station's A maintain of filteen (15) feet from the properly line; twenty-fine (25) feet if abusting an arbitist street.

Use by Spotal Review. Uses purmited by special eview in the PL-1 District are as billones:
 A Building, schuluse or other parameter impowements privately owned and operated, which must be open for public use.
 B spotal destrict buildings and structures (CRS. Tife 2); and
 C. Arb building or structure more than filty (30) Seet in height, but not be exceed severify-five (75) feet in height.

12 Pt. 2 debetech 1. Perminet Uses A Central spools wildle sentianty, traits, and associated service facilities. B Officiente principa and drives. C Facilities for acquisition, collection, disposal, circlespa, strongs of water, sewags, or related water.

D. Utility and communication distribution lines (under or above ground as needed)

E. Facilities for distribution or storage of electricity (above or below ground as needed)

F. Irrigation facilities

3. Use by Special Review. Applications for use by spocial review shall be evaluated under Sordon 17.35(00 for books, proceed Seption 17.35(00 for books) for the PLZ Dispid seption 18.25(00 for books) for the PLZ Dispid seption 18.25(00 for books) for the Seption 19.25(00 for boo Development Standards.
 Maximum Height: Twenty-five (25) feet:
 Minimum Front Yard Selback: Twenty-five (25) feet.

7.3 Private Open Space (OSP) A. Permitted Uses

A Action and designed packs communificantition entities and elements including but made the ballogistic packs and elements including but and elements including promoting a relativistic packs and elements and entities entitled in expression and entities entitled in expression and entities exercise entitled of the entitle of the extraordistic exercise exercise exercise to the exercise exercise exercise expression of the exercise exercise but of the exercise for exercise but of the exercise for exercise for exercise the exercise but of the exercise of the exercise ex

6. Utility and communication distribution lines (under or above ground as needed) Irrigation

7. Additions behaliours of open space or Pt.-1 and Rt.-2 areas on the PD Plan, 8. Open space conditions about objects and for internal to the Planning Area by Pasts, podes tanks and or other similar amenty areas:

11. Greenways 12. Caehening beases 27. Deembroin Rembroin areas pond areas 14. Fazilies (or distibution or storage of electricity (above or below ground as needed)

B. Development Standards. Development standards for the OSP District are as follows: 1. Maximum Height: Fffty (50) feet.

C. Setbacks; (unless otherwise approved by the Town at the time of SDP or Plat

1. Minimum Front Setback: 15

2. Minimum Front Yard Setback to Arteria: 25 or setback of the adjacent Planning Area.

1.4 Recuted Open State Open Recited of a limited of a limited amount (instinction 20 across) of lied disposed a Recited Recited State Open Stat whichever is greater.

3. Other Setbacks are to be established at the time of Site Development Plan Plat application, review, and approval.

SECTION 8 | ARCHITECTURE

Prescriptive architectural standads have been approved and adopted with this Dawson Traits Planned bevelopment Plan and Planned Development Zoning Reguistions and are incorporate, herein as Appendix 1

Prescriptive signage standards have been approved and adopted with this Dawson Traits Planned Development Pen and Planned Development Zoning Regulations and are incorporated herein as

SECTION 9 | SIGNAGE

SECTION N) SIGNISSION OF SITE DRIELOWIENT PLANS ANDOR PLATS

1. Following sproud in Basson Trials by Framinish the Profession (News shall softmit a Significant of the Annual Profession Significant of the Annual Profession Significant
SECTION 11 | TRANSITIONAL LAND USE

There is extracted to the Deboral Talls PDP incoporated Neith by reference, any parfice or profession of the Deboral Talls PDP incoporated Neith by Reference to a Side Deboral Talls property described to a Side Deboral Talls and benefit to the subjection of the subjection of the Deboral Talls and the subjective that the sort of the subjection of the property of Side Side Deboral Talls are on cases in charges of Applicated and uses, for the purpose of 19st society and examined memory, the purpose of 19st society as sortion, soft mean faming, methods professing and existing and existing professing and society profession of the society as society as the subject of the subject

Any activity permitted by this Section shall be considered to be a valid pre-existing non-conforming use within that are described in 11.1 about until a sible Development Plan for such area or areas hasheave been approved and development has commenced.

Areas or agricultural activities shall be closed to vehicular traffic and officiad recreation moto biking, excepting agricultural vehicles and implements, emargency vehicles, vehicles engaged it utility and other mahtenance work, and designees of the Master Developer, or the Town.

DAWSON TRAILS

DATE: PDP-01 07/08/2021

PD ZONING REGULATIONS

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DBFMN BA: CHECKED BA:

MB, SW DJ, JR

Actions of performance of the property of the property of the performance of perf

Recesses/projections
 For most buildings, at least two (2) of the elements lead below should repeat horizontally. Buildings with faculties greater than 100 feet in length shall embry techniques is provided address in the substance feet and form in media or buildings with solicity lead to the commerties issued to depopulpate intervals intervals intervals.

Architectural weeks retreated frough a charge in plans such as deets, reveals, and refrest property the second consistency of the building melanics. Stretchists may consist a connection by the building melanics. Stretchists may consist of an object property of the connection of the property of the connection of the property of the second consistency to the building melanics. Stretchists may consist of an extension by a continue to a scapping and as sapporphise. Exercise the continue melanics and use any quality, duals in melanic and including the intention of melanics and produce of melanics into melanics and use any product, out when the melanic country publics, but were the impact of the project. Predominant exercit public metallics may produce, out may but to the project. Predominant exercit public metallics may produce, out may but to the mean of the contraction of the project. Predominant exercit public metallics may produce by an impact the contraction.

Brick
 Clear and finled glass
 Characte roof
 Characte roof

Masonry: integral color, sand or water blasted, or stained textured
 Metal roofs

Spif-fare, somed and or achitectural concrete masonry units (CMU)
 Spif-fare, somed and or achitectural concrete masonry units (CMU)
 Struck material or faux
 Struck material or faux
 Tell concrete manis, where determined appropriate by the DTACC
 Buildings that units are CMU waits said use integrals colored units. Paried CMU is not

DBAWN BY: CHECKED BY:

769

Buildings that utilize fit wat concele wall panels shall require incoporation of sufficient
anticulation and coloric patterning to add a variety of leavure and visual inferest.
Murals and graphics applied to exterior walls are permitted, subject to the Town of Castle Rock Sign Code.

Commercial / Retail / Office / Vertically Mixed Use Standards

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PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

DAWSON TRAILS

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ARCHITECTURAL DESIGN STANDARDS

A wide range of land uses are permitted in the Dawson Traits development plan. Refer to the Dawson Ridge PD for descriptions of the West, Central and East Character Areas. Development types categorized in these standards provide the overall standards and specific criteria for various types of users that will be incorporated into the PD Planning Areas, while maintaining the overall intent of the Character Areas.

Musica and opposition applied to extend waits are permitted, subject to the Tone of Castla Rock Still. Code
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Integration of fabric/canvas awnings, flat metal awnings, trellises, and other similar pro-

is encouraged.

• Buildings shall be situated to provide a visual and physical connection to the public.

A statistic of leth year be created into the development side by unity building ploomment.

In administration of the property of the control
The following design standards aim to create visual interest and consistency by addressing a variety of building types and complimentary siyles. These standards also address specific deselements including massing, proportions, detailing elements, materials, and site design.

Mutifamily Residential
 Single Family Residential (supplemental to existing Town standards)

Design Standards (Overall)

The architectural design standards highlight the following developmen

Pedestrian Oriented
 Commercial / Retail / Office

 All sides of a building open to public view shall display a similar level of quality and Buildings across all development types listed above should consider the following:

Sceening must be accomplished by a wall constructed of integrally colored CMU, architectural metal screening, stone, stucco, textured stained conordie, brick, or similar materials that are compatible, to match the primary structure.

Pedestrian Oriented Area Standards

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The blowing are the supplemental design standards for the areas and buildings within the PDP that are categorized as a **Pedeatrian Oriented Area**, which includes a centrally located gathering place and'or "main steet" and will include the following:

Ether a publicy accossible and advanted squaregiment/plaza OR a publicy accessible and advanted squaregiment/plaza OR a publicy accessible and advanted squaregiment and a publicy accessible and advanted as a public and delice a public and other advanted and delice a public cannot of the public and other delice and public and delice a public and other advanted and delice a public cannot for the public and other delice and and delice and a public cannot for the public and other delice and and delice a public cannot for the public and other delice and and delice and a public and other delices and a public cannot for the public and a
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Aultifamily Residential Standards

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 Integral both and additional defailing.
 Integral both and a variety of surfaces, textures, integrals, multiplaned rode makinds, and wall introllation.

A variety of heights, colors, setbacks, and step-backs are encouraged to avoid long, unarticulated building facades.

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Lage format/destination real taxes shall provide a place(s) that iskine the heart of the specific capture and a place that the place is the place is the place and the place to the whole use areas in the PD and provide unique sprague among places. These areas which the laweson Traits by the place of the place of the place is the place is the place of t

Buildings that are associated with national franchise companies shall be allowed to retain the elements required to convey their natural identity and brand. These buildings are encouraged timitagate the materials and design standards to complement the overall architectual character, when possible.

Accents of primary and secondary colors may be imposed on a primary field of natural color and whaters. Color is encouraged as a form plying element for entry and feature compone. Services and loading operations shall be conducted within an enclosed student or screen area.

NORRIS DESIGN

APPLCANT:
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WESTSDE ENVESTMENT
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DENVER CO 8006
303.984.9900

ENGINEER & SURVEYOR:

OR COMMUNER INC.

CORE CONSUL TANTS
3473 & BROADWAY

ENGLEWOOD, CO 80113
303-730-5960

DAWSON TRAILS-

• Varietines in exterior wells in depth and direction are encouraged Use pap-outs, and exteriors between on the second s

Gaages shall be architechually integrated into the established design character.
 Building placoment and orientation shall vary for design interest and visual relifet.
 Screening of mechanical units is required, to the extent possible.

Integration of landscape and haddscape design elements and materials is to be provided in order to reset to gene and visit and areas.
 Postediam across shall be provided framidate this by linking buildings to adjacent selements and pathways, when appropriate junitess gode charges or other side esticitories are prohibitive.
 Used of side furnishings such as benches, bubble, chairs, and fairlic unibelies are encourage.

Single-family Residential Standards (supplemental to Town standards)

Internation to the control and to be used in addition to the Castle Rock Design
Guidelines for Design and Development in the Town of Castle Rock, specifically for come for and
to be adjount to open space. The Single-family Residential development type can be comprised or
debacked or attached housing types.

And Anderson Bases or comertex or to come text or to agree of an extreme to a reference the architecture of section of section as settled below.

O Side elevations on the steed side of corner lots, or adjoint to open space or hallheads and revore the landscard in terminal with machine steedings metroling in the contraction of the steed side of corner, to the contractions of the steed side of corner, loss, or adjoint or an extreme to the contraction of the corner of the corn

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Intert. Dawson Tails Architectural Standards guide the organization of these commerce areas and manage the tuncinally of the States and holders in budings white integrating the overall character of the neighborhoods. The following is summary of the supplemental design standards for the development within the PD Flex Space and Industrial planning areas.

Flex Space and Industrial Standards

Townhomes, duplexes, single family for rent homes and single-family attached shall require four-side architectural treatment.

Landscape and Irrigation Design Standards

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Cellina Maria, Lisandoce ages was the offenged northermore with the 100CB translation selection and Cellina Maria Maria Cellina
Submittal Requirements (Dawson Trails Architectural Control Committee)

Dawson Trais Architectural Control Committee (DTACC) Review and Aggroval. At designs for proposed buildings, site improvements, and signage improvements must be reviewed and approxy the DTACC as a condition of acceptance of the Site Development Han (SDP) by the Town of Casile Rox.

DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

19 OF 20 SHEET

ARCH DESIGN STANDARDS SHEET TITLE:

SHEET 20 OF 20



DAWSON TRAILS

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)
TWO PARCES OF LAND BENG ALL OF SECTION 28 AND POSITIONS OF SECTIONS 16 27, 22, 23, 23, 23, 34, TOWNSHIPS SOUTH RANGE OF WEST OF THE SIXTH PRINCIPL MENDIAN, TOWN OF CASILE ROCK, COMITY OF DOUGLAS, STATE OF COLORADO

SIGN DESIGN STANDARDS

SECTION 9 | SIGNAGE

This section addresses signage for the Dawson Trails PDP to guide the overall integration of a signage master plan for the neighborhood.

Landmark Signage and temporary signage will be guided by the Dawson Traits FDP. These signage locations will be because the signage incoming the control of the signage along a time of Stop Development Bank (SDP, 1988 of 4, 183, 6) or that Gas development and signage a signage a time of signage a signage and signage a signage a signage a signage and signage a signage a signage and signage a signage and signage and signage and signage and signage a sedement by the PDP ban and along the himstage. Signage as committed a time provisions of the Manriogial Code. The following summarkes the oribins for signage.

9.1 Landmark Signage

A. A Landmark Sign is a non-electronic sign to be located with the F and G Planning Areas along the 128 ornfort desting alteritors to businesses, commodities, services, products, or properties within Dascon Traits.

B. Lantmark Signs are allowed in Planting Areas F-1, F-2, F-3, G-1 and G-2 and must be located within 301 feet of the Dawson Tails PD Plan property line along the thierstate 25 cordior and meet the specing requirements noted below.

C. Landmack (Signs shall be Legad a minimar of 150 feet from their Lindones Signs and the Endones Signs and the Carlos and minimar of their one and separate part has branco IT lies Master Sign Pain is so thirted by the Town of Caster Rock Managed Code. The is 19 time date of this special code in the separation requirement. The desince stall be measured in as singilities from the document of the separation requirement. The desince stall be measured in as singilities from the document of the signs.

D. Landmark Signs are permitted to be up 700 sq. ft. per sign! ace with a maximum of two (2) sign faces. Only one (1) sign face shall be visible from any one direction of favel on Interstate 25 for a bital of two (2) sign faces.

E. The Landmark Sign probotype exhibit represents a potential configuration for this sign type. The final design for the Landmark Sign will be determined at time of sign permit.



F. Maximum sign height allowed for Landmark Signs is 70 feet from finished grade.

G. Landmark. Signs shall be set back a minimum of 25 feet from the nearest street or intersale injaht-of-way to the closest point of the sign. The Landmark Signs shall be placed within lands areas.

H. Pole signs and attached highway electronic signs are prohibited.

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A sign permit is required for Landmark Signs.

9.2 Temporary Signage and Banners

A. Temporrary Signage and Barners directing altention to businesses, commodities, services, products, real estate or properties within Dawson Traits are allowed in Planning Areas A, B, C, D, E, F and G.

PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

APPLICANT:

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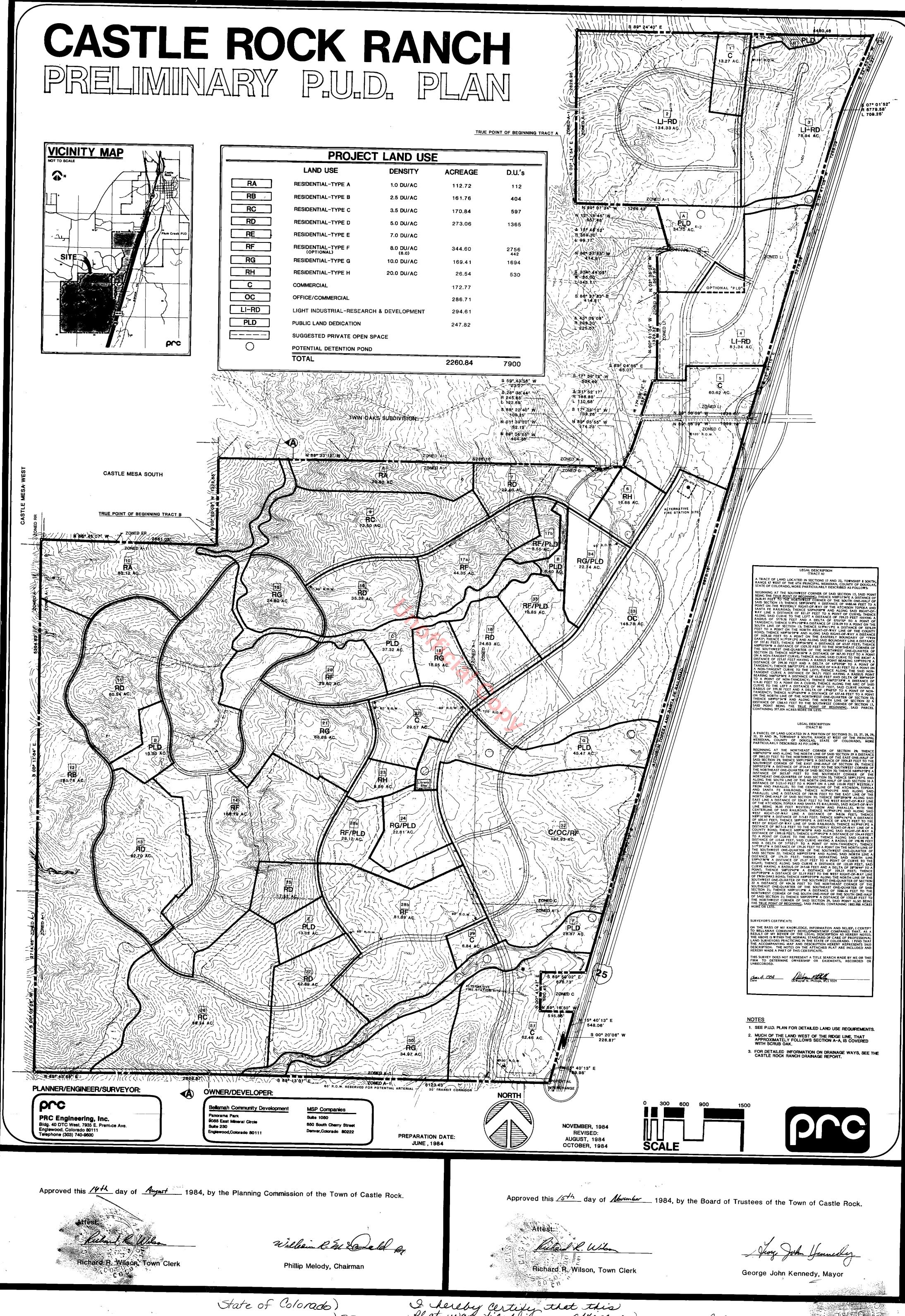
CONTROL TANTS
3473 & RRADMAY
BNGLENYOD, CO 8011
303-730-5960

DAWSON -TRAILS-

DAWSON TRAILS
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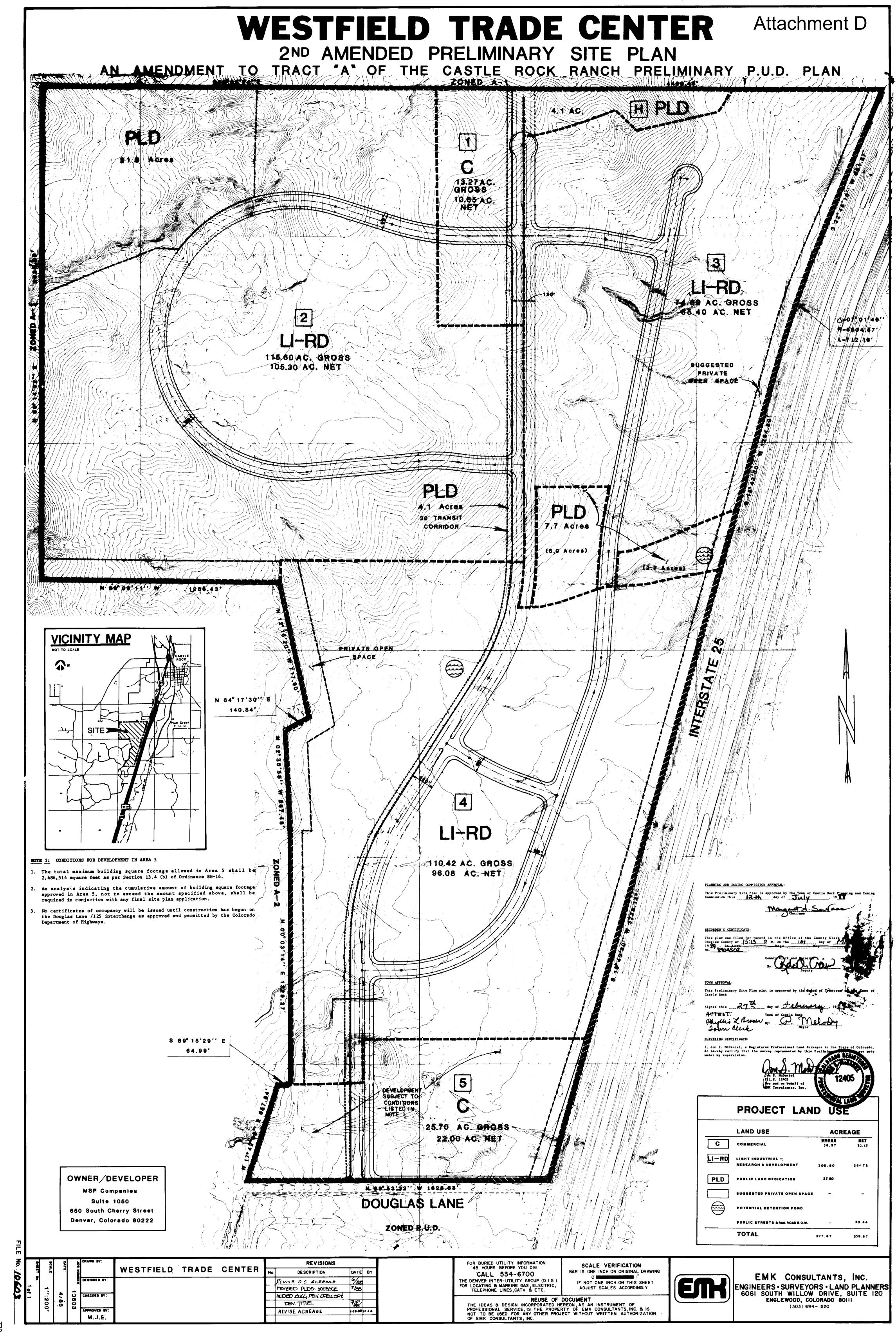
DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001



State of Colorado) County of Douglas) 55

I hereby Certify that this flat was filed in my office on this 18th day of December, 1984 AD at 3:180'Clock P.m. and was recorded. Per Reception M. 343350.

Jane M. Burr Deputy 3



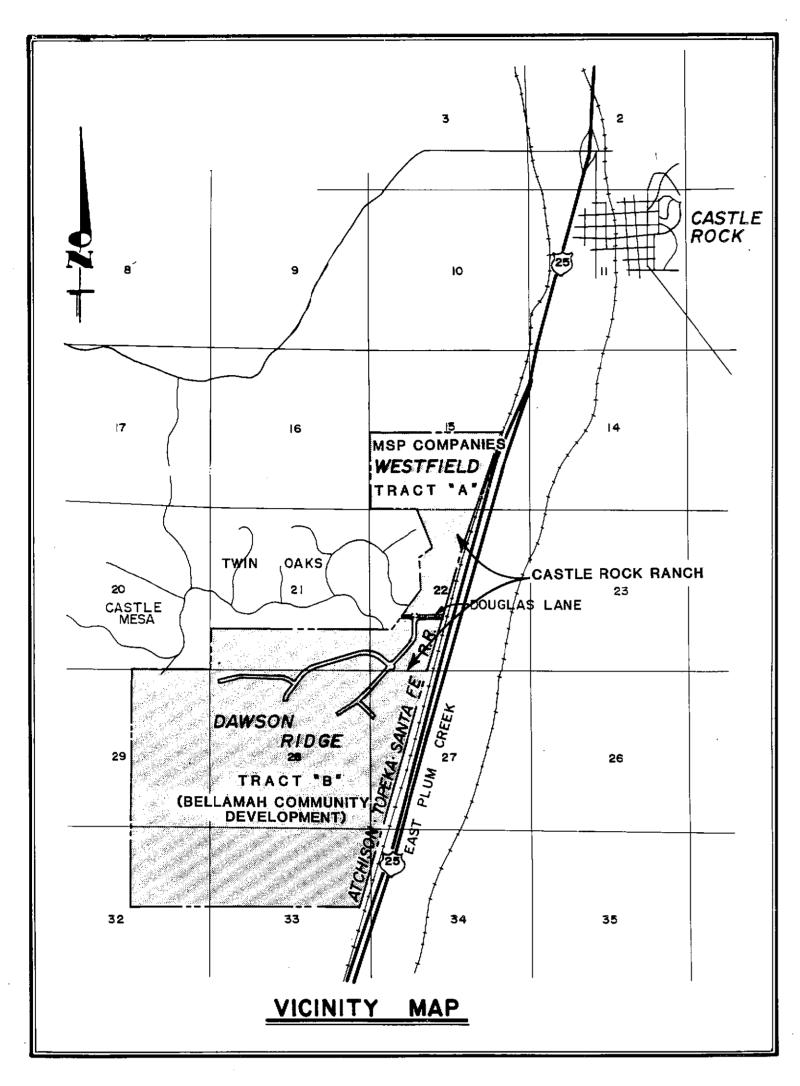
DAWSON RIDGE PRELIMINARY P.U.D. SITE PLAN

AN AMENDMENT TO TRACT "B" OF CASTLEROCK RANCH P.U.D.

INDEX

COVER SHEET

DAWSON RIDGE PUD



P.U.D. LAND USE COMPARISONS

Table I

AND USE COMPARI

		10010 1
•		

Land		CRR	DR	Acreage %	CRR	DR	Total # DUs
<u>Use</u>	Density	Acreage	Acreage	Change	<u>DUs</u>	<u>DUs</u>	Change
RA	1.0	112.72	103.65	- 8%	112	103	- 9
RB	2.5	161.76	158.06	- 2%	404	395	- 9
RC	3.5	170.84	170.84	0%	597	597	0
RD	5.0	273.06	270.56	- 1%	1365	1352	- 13
R F	8.0	344.60	344.60	0%	2756	2756	0
RG	10.0	169.41	169.41	0%	1694	1694	0
RH	20.0	26.54	22.34	16%	530	446	- 84
Subt	otal	1258.93	1239.46	- 2%	7458	7343	-115
С		128.65	126.60	- 2%			
OC		148.78	155.98	4			
C/OC/RI	F	137.93	150.61	9%	442	557	115
PLD		209.02	210.66	1%			
		1883.31	1883.31	0%	7900	7900	-0-

ENGINEER

MERRICK

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PREPARED APRIL 25, 1986

SHEET 1 of 2

DEVELOPER



Bellamah Community Development

Telephone 303/799-1919 9085 E. Mineral Circle Suite 330 Englewood, Colorado 80112

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO COUNTY OF DOUGLAS

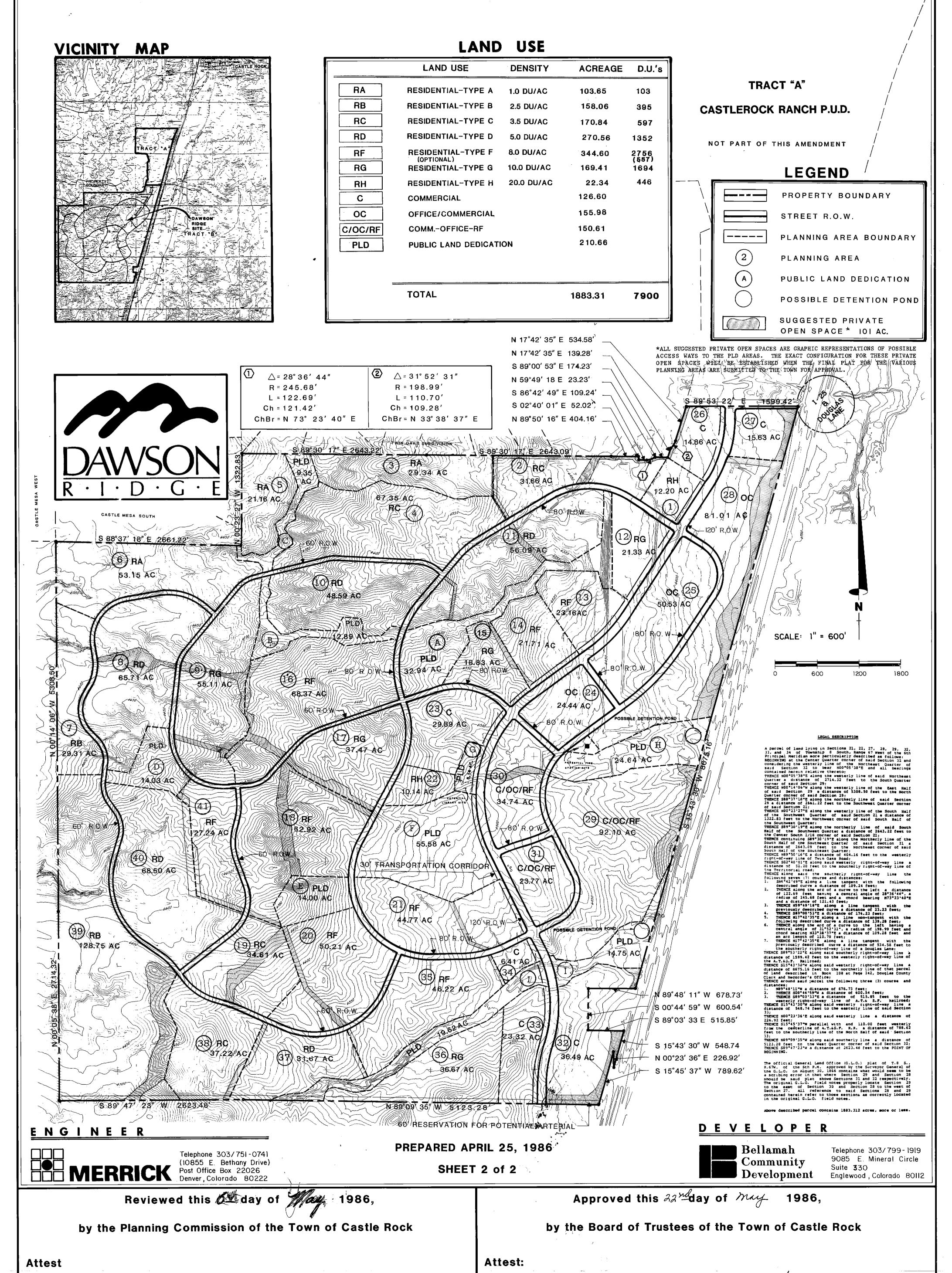
I HEREBY CERTIFY THAT THIS P.U.D. WAS FILED IN MY OFFICE

THIS 20th DAY OF Navember 1986 A.D. AT 9:35 O'CLOCK A.M.

AT RECEPTION NUMBER 8625697

DAWSON RIDGE

PRELIMINARY P.U.D. SITE PLAN AN AMENDMENT TO TRACT "B" OF CASTLEROCK RANCH P. U. D.



Thyllis & Brown deputy Lown Clerk

Mayor

Chairman

ellis L Brown deputer Leun Cler

Dawson Trails

Master Transportation Study



PREVIOUS SUBMITTAL DATES: July 7 & December 6, 2021;

April 14 & May 25, 2022

UPDATED DATE: June 7, 2022

PREPARED FOR:

Dawson Trails I LLC
Dawson Trails II LLC
Westside Property Investment Company, Inc.
4100 East Mississippi Avenue - Suite 500
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PREPARED BY:

Fox Tuttle Transportation Group, LLC 1624 Market Street, Suite 202 Denver, CO 802775



<u>Dawson Trails Traffic Impact Study</u> <u>Updates from Previous Submittal – Change Log:</u>

Preface: This report represents version #5 of the Dawson Trails Master Traffic Study. The following is a log of updates that were incorporated into this report based on the comments received from the Town of Castle Rock:

- 1. Updated Crystal Valley Boulevard at Dawson Trails Boulevard/Prairie Hawk Drive (Intersection #7) with a signal in the 2025 background and 2030 background scenarios.
- 2. Fixed typos within the level of service tables for the NB ramp intersection on Plum Creek Parkway (Intersection #9).
- 3. Based on the listed changes, the volumes were volumes throughout the study intersections and the analysis, tables, figures, and report was updated accordingly.

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APPENDIX

Level of Service Definitions
Existing Traffic Data
Intersection Capacity Worksheets
Signal Warrant Analysis
Internal Trips Calculations

Executive Summary

The purpose of this traffic study is to evaluate potential traffic impacts and mobility connectivity within and around the proposed Dawson Trails development in Castle Rock, CO. The project site is generally bounded by Interstate 25 (I-25) to the east, Yucca Hills Road to the north, Twin Oaks neighborhood to the west, and approximately Colt Circle to the south.

It is anticipated that Dawson Trails will be developed over time and for the purpose of this traffic study, three phases were assumed to understand the roadway infrastructure needs and approximate timeline of need.

The first phase of the proposed development is anticipated to be completed in Year 2025 and includes approximately 500 residential dwelling units and 180,000 square feet of general commercial/retail space. The second phase of Dawson Trails is anticipated to be completed by Year 2030 and includes 3,100 residential dwelling units, 1,600,000 square feet of general commercial/retail/light industrial/flex space, and an elementary school with up to 450 students. The full build out is anticipated to be completed by Year 2040 and includes 2,250 residential dwelling units, 1,420,000 square feet of general commercial/retail/light industrial/flex space, an elementary school with up to 450 students, a high school with up to 2,000 students, a community facility (such as a recreation center or ice skating arena), and regional park. This totals to 5,850 dwelling units and approximately 3.2 million square feet of commercial space (mix of retail, flex, office, or light industrial).

Accounting for anticipated non-single occupancy vehicle (non-SOV) trips and internal capture trip reduction, and home-based trips internal to the property, the full build out of the project site is estimated to generate approximately 87,025 daily, 6,700 AM peak hour trips, 8,760 PM peak hour trips, and 8,385 Saturday midday peak hour trips. It was estimated that the <u>external</u> trips (<u>those</u> that begin or end outside of Dawson Trails) would be approximately 61,455 daily trips with about 4,250 trips occurring in the AM peak hour, 6,220 trips occurring in the PM peak hour, and 5,900 trips in the Saturday midday peak hour at full build-out (new and pass-by trips). The <u>internal</u> trips (those that remain within Dawson Trails, do not utilize the interchange or external roadways) were estimated to be approximately 25,570 daily trips, 2,450 trips in the AM peak hour, 2,540 trips in the PM peak hour, and 2,480 trips in the Saturday peak hour.

<u>Current Study Area Traffic Conditions</u>

All of the study intersections currently operate overall at LOS D or better in the AM, PM, and Saturday midday peak hours, with two intersections on Plum Creek Parkway having one turning movement operating at LOS E/F in a peak period that could be improved with signal timing adjustments.

Short-Term Improvements (Year 2025)

To address the expected issues at the study intersections, the improvements listed below are recommended to accommodate the background traffic growth and project development trips anticipated to be completed by Year 2025.

- **Crystal Valley Interchange** Extend Crystal Valley Parkway west over I-25 and the railroad tracks. Provide a full-movement interchange with I-25. **
- West Frontage Road Remove through Dawson Trails boundaries to accommodate the Crystal Valley interchange and tie back into existing alignment where appropriate.
- Prairie Hawk Drive Extension (named Dawson Trails Boulevard south of Plum Creek Parkway) –
 Construct through Dawson Trails and up to Plum Creek Parkway (one lane per direction in
 interim).
- East Frontage Road Realign to accommodate the Crystal Valley interchange and tie back into existing alignment where appropriate. **
- West Frontage Road and Territorial Road (future Dawson Trails Boulevard at Crystal Valley Parkway) – With the Crystal Valley Interchange, relocate this intersection to the ultimate location to the west.**
 - o Provide westbound, northbound, and southbound approaches with one left-turn lane, one through lane, and one right-turn lane; and the eastbound approach with one left-turn lane and one through/right-turn lane. The westbound and northbound right-turns are proposed to be channelized and free. **
 - o With Phase 1 of the development signalize this intersection.
 - It is understood that this intersection will be constructed to the ultimate width on all approaches. This study assumes that the unnecessary lanes will we striped out and not utilized until volumes warrant the need for use.
- East Frontage Road and Crystal Valley Parkway With the Crystal Valley Interchange, relocate this intersection to the ultimate location and roundabout design with the I-25 northbound off-ramp.**
- Crystal Valley Parkway at Plum Creek Boulevard Roundabout being constructed by the Town of Castle Rock in Year 2023.
- **Territorial Road at Twin Oaks Road / Clarkes Circle** Relocate intersections with the construction of the new internal Collector A. At Twin Oaks Road and Collector A, it is proposed that the northbound left-turn be restricted to reduce traffic through the rural community.

- New Roadway Infrastructure Construct segments of the internal collector roadway network to serve the Phase 1 traffic.
 - o **Collector Intersections along Dawson Trails Boulevard** Proposed as multi-lane roundabouts. The proposed access north of Crystal Valley Parkway will be a ¾ movement intersection with side-street stop-control.
- ** Indicates an improvement that was also recommended under Year 2025 background conditions (without the project).

Mid-Term Improvements (Year 2030)

To address the anticipated circulation needs at the study intersections, the improvements listed below are recommended to accommodate the background traffic growth and project development trips projected to be completed by Year 2030.

- Crystal Valley Parkway at Dawson Trails Boulevard Provide the following additional lanes: second eastbound though lane, eastbound right-turn lane, second westbound left-turn lane, second northbound and southbound through lanes, second southbound left-turn lane.
- Prairie Hawk Drive Extension (named Dawson Trails Boulevard south of Plum Creek Parkway) –
 Widen roadway to ultimate cross-section with four-lanes (two per direction).
- Collector Intersections along Dawson Trails Boulevard Proposed as multi-lane roundabouts.

Long-Term Improvements (Year 2040)

The Town of Castle Rock's <u>Transportation Master Plan</u> recommends building more roadway capacity and complete streets citywide. The Dawson Trails project team recommends providing enhanced designs with acceptable operations for streets and intersections that provide safe and accessible facilities for all users, regardless of ability, age, or mode.

To accommodate the background growth and trips generated by the full buildout of the Dawson Trails development in Year 2040, the following capacity improvements are expected to be needed:

- **Crystal Valley Parkway at Dawson Trails Boulevard** Add the third westbound left-turn lane and receiving lane and second westbound through lane.
- Prairie Hawk Drive Extension (named Dawson Trails Boulevard south of Plum Creek Parkway) –
 Widen roadway to six-lanes (three per direction) between Crystal Valley Boulevard and Intersection #105. Roundabouts will remain two circulating lanes with right-turn bypass lanes.
- Collector Intersections along Dawson Trails Boulevard Proposed as multi-lane roundabouts.

A summary of the recommended improvements and estimated year the improvement is shown on **Figure 14A and Figure 14B.**

DAWSON TRAILS

MASTER TRANSPORTATION STUDY

1.0 Introduction

The Fox Tuttle Transportation Group has prepared this traffic impact study for the development of 2,063± acres located on the south end of Castle Rock, Colorado. The Dawson Trails project is located west of I-25 and the West Frontage Road and extends north and south of Territorial Road. The property will be developed over time with the first phase planned to be completed within the next five years and future phases occurring over 15+ years. Dawson Trails is proposed to have a mix of land uses including residential, commercial, office, light industrial, schools, and recreation. **Figure 1** provides a vicinity map for the proposed project.

The purpose of this study is to assist in identifying potential traffic impacts within the study area as a result of this project. The traffic study addresses existing, short-term (Year 2025), mid-term (Year 2030), and long-term (Year 2040) peak hour intersection conditions in the study area with and without the project-generated traffic. The information contained in this study is anticipated to be used by the Town of Castle Rock staff in identifying any intersection or roadway deficiencies and potential improvements for the build-out condition and future scenarios. This study focused on the weekday AM and PM, and Saturday midday peak hours which represents the periods of highest trip generation for the proposed uses and adjacent street traffic. The study is consistent with the requirements of the Town of Castle Rock's *Transportation Design Criteria Manual (2018)*. The following supporting documents were reviewed and incorporated into this analysis as appropriate:

- <u>Town of Castle Rock Transportation Master Plan</u>. Felsburg Holt & Ullevig. October 2017.
- Westfield Trade Center Planned Development documentation from 1989 to the present.
- Right-of Way Plans and Conceptual Designs for the planned Crystal Valley Parkway Interchange.
- Conceptual alignment and plans for future extension of Prairie Hawk Drive.

2.0 Project Description

The Dawson Trails site is currently vacant land that is located on the west side of I-25 and adjacent to the Twin Oaks neighborhood. The proposed land use plan includes commercial, residential, and civic land uses. For the purpose of this traffic study it was assumed that the site plan will include up to:

- 5,850 residential dwelling units (DU)
- 900,000 sq. ft. of retail
- 800,000 sq. ft. of general office building
- 1,125,000 square feet (sq. ft.) of flex space (a mix of light industrial and office)
- 375,000 sq. ft. of light industrial
- Two Elementary Schools (up to 450 students each)
- One High School (up to 2,000 students)
- One Community Facility (such as Ice Arena or Recreation Center)
- One Regional Park and Several Neighborhood Parks

Note that these land uses represent one of many scenarios that could occur based on market dynamics and represent a reasonable baseline assumption for determining traffic impacts of the site at a master plan level. It is anticipated that this report evaluates the highest density of homes, commercial, office, and industrial spaces that could be built within Dawson Trails. In addition, the study assumes a similar development type in the Westfield parcel adjacent to northwest corner of the project property which is excluded from current total project acreage.

For the purpose of this traffic study, the first phase of Dawson Trails is assumed to be completed and occupied by Year 2025, the second phase is assumed to be completed by Year 2030, and the final phase is anticipated to be completed by Year 2040. The project proposes to have access on the future extension of Prairie Hawk Drive (named Dawson Trails Boulevard through the project) and construct several collector roadways for internal circulation and mobility for all road users. Other local streets will be constructed to provide the most beneficial access into and around each of the planning areas. The land uses, phasing, and access plan are provided on **Figure 2**.

3.0 Study Considerations

3.1 Data Collection

Intersection turning movement volumes were collected in April 2021 at seven (7) existing intersections and along five (5) roadway segments. The intersection turning movement counts were collected during the weekday AM and PM peak hours, as well as the Saturday midday peak hour, including pedestrians and bicyclists. Historic daily volumes were gathered from the Colorado Department of Transportation's (CDOT) Transportation Data Management System (TDMS) and forecasts were gathered from the <u>Town of Castle Rock Transportation Master Plan</u> (2017). The two intersections on Plum Creek Parkway at the I-25 interchange were counted as part of the Miller's Landing project in March 2019 and utilized in this project analysis.

The existing traffic volumes are illustrated on **Figure 3A** and **Figure 3B**. The existing intersection geometry and traffic control are also shown on this figure. Signal-related information for the existing signalized intersections along Plum Creek Parkway were provided by the Town of Castle Rock and utilized within the analysis. Count data sheets are provided in the **Appendix**.

3.2 Evaluation Methodology

The traffic operations analysis addressed the signalized and unsignalized intersection operations using the procedures and methodologies set forth by the <u>Highway Capacity Manual</u> (HCM)¹. Existing Peak Hour Factors (PHF) were applied to the intersections for the existing, while PHFs were increased for future scenarios per <u>HCM</u> recommendations. Study intersections were evaluated using Synchro software (v10). The proposed roundabout intersections were evaluated with Sidra software.

3.3 Level of Service Capacity Analysis

A Level of Service analysis was conducted to determine the existing and future performance of the study area intersections and accesses to determine the most appropriate intersection traffic controls and auxiliary lanes for future conditions.

To measure and describe the operational status of the study intersections, transportation engineers and planners commonly use a grading system referred to as "Level of Service" (LOS) that is defined by the <u>HCM</u>. LOS characterizes the operational conditions of an intersections traffic flow, ranging from LOS A

Highway Capacity Manual, Highway Research Board Special Report 209, Transportation Research Board, National Research Council, 6th Edition (2016).

(indicating very good, free flow operations) and LOS F (indicating congested and sometimes oversaturated conditions). These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with traveling through the intersections. The intersection LOS is represented as a delay in seconds per vehicle for the intersection as a whole and for each turning movement.

Based on the Town's <u>Transportation Design Criteria Manual</u> (2018), the minimum acceptable level of service is LOS D. No through movement shall operate below LOS D and no left-turn movement shall operate below LOS E or have queues blocking the adjacent through lane. If a study intersection currently does not meet this Town's standard, then the project impact cannot degrade the intersection further without appropriate mitigation measures to keep the performance at the intersection similar to existing operations.

Criteria contained in the <u>HCM</u> was applied for these analyses in order to determine peak hour LOS for each scenario. A more detailed discussion of LOS methodology is contained in the **Appendix** for reference.

4.0 Existing Conditions

4.1 Roadways

The study area boundaries are based on the amount of traffic to be generated by the project and potential impact to the existing roadway network. The primary public roadways that serve the project are discussed in the following text and illustrated on **Figure 1**.

Interstate 25 (I-25) is a north-south freeway (CDOT classification of F-W) that travels the length of Colorado from Wyoming to New Mexico. I-25 provides regional and local access through the Front Range, including connecting the Town of Castle Rock to Denver to the north and Colorado Springs to the south. CDOT was recently widened I-25 between Castle Rock and Monument to include one managed, express toll lane to supplement the existing two travel lanes per direction and wider shoulders for safety purposes. The posted speed limit is 75 miles per hour (mph). I-25 services approximately 75,000 to 85,000 vehicles per day (vpd) in the project vicinity. Existing access to I-25 from the project site is as follows:

- Plum Creek Parkway (full-movement) interchange located 2.0 miles north of Territorial Road, accessed via the W. Frontage Road.
- Tomah Road (southbound I-25 only) interchange located 3.0 miles south of Territorial Road, accessed via the W. Frontage Road.

• Sky View Lane (full-movement) interchange located 5.1 miles south of Territorial Road, accessed via the W. Frontage Road

West Frontage Road is a north-south, two-lane roadway that parallels I-25 and provides local access to properties and businesses on the west side of the interstate. West Frontage Road extends from Plum Creek Parkway (north) to Sky View Lane (south). Recent counts taken north of Territorial Road indicate that this roadway services approximately 3,200 vpd to 6,300 vpd depending on the day of the week. The posted speed limit is 45 mph within the project vicinity. The West Frontage Road is proposed to be disconnected from the I-25 southbound on-ramp through the Dawson Trails project site. It is anticipated that the West Frontage Road will be utilized until Prairie Hawk Drive is extended south of Plum Creek Parkway (named Dawson Trails Boulevard). The portion of West Frontage Road between Plum Creek Parkway and the I-25 southbound on-ramp is anticipated to become one-way southbound and redesigned as an onramp. The extension of Prairie Hawk Drive (proposed to be named Dawson Trails Boulevard south of Crystal Valley Parkway) to the south will provide north-south connectivity and to be classified as a Major Arterial per the Town of Castle Rock's Transportation Master Plan (TMP). The new roadway will connect to West Frontage Road south of the project site. For the purpose of this study, it is anticipated that Dawson Trails Boulevard will be constructed with Phase 1 of the project and create a new intersection on Plum Creek Parkway.

East Frontage Road / Wilcox Street is a north-south, two-lane roadway that parallels I-25 and provides local access to downtown Castle Rock, several neighborhoods, and businesses on the east side of the interstate. Wilcox Street extends from Wolfensberger Road to Perry Street and continues as East Frontage Road to Sky View Lane (south). Historic traffic volumes indicate that East Frontage Road services approximately 7,500 vpd north of Perry Street. The posted speed limit is 45 mph. Per the Town of Castle Rock's <u>Transportation Master Plan</u> (TMP), East Frontage Road will remain a Minor Arterial into the future.

Crystal Valley Parkway is an east-west, major arterial with a four-lane cross section extending from East Frontage Road to Lake Gulch Road. The roadway provides access to several neighborhoods, a few small businesses, the Rhyolite Regional Park, and Fire Station #152. Crystal Valley Parkway services between 3,200 vpd and 8,300 vpd depending on the day of the week. The posted speed limit is 35 mph. The Town of Castle Rock is currently in the process of alternative evaluation and designing the planned Crystal Valley Parkway interchange (full-movement) to I-25. Based on the current information from the Town of Castle Rock, the I-25 interchange design is recommended to be a partial cloverleaf with a signal at the I-25 southbound ramp terminal, a

free-flow ramp for I-25 on-ramp, and a roundabout at the I-25 northbound off-ramp that will include the East Frontage Road².

Plum Creek Parkway is a major arterial east-west roadway that provides access through southern Castle Rock, extending from Wolfensberger Road (west) to Ridge Road (east). West of I-25, this arterial is currently two lanes and east of the interchange it widens to four lanes. The counts indicate that Plum Creek Parkway carries approximately 6,600 vpd west of I-25. The posted speed limit is 30 mph near the I-25 interchange and transitions to 45 mph to the west. Plum Creek Parkway provides direct access to I-25 with a full-movement interchange.

Plum Creek Boulevard is a north-south, two-lane Collector roadway that connects Plum Creek Parkway to Crystal Valley Parkway and provides local access to residential communities, the Plum Creek Golf and Country Club, Douglas County Fairgrounds, D.C. Oaks High School, and a few small businesses. South of Plum Creek Parkway this roadway services between 4,400 vpd to 6,500 vpd depending on the day of the week. South of Cherry Plum Way, this roadway services between 1,000 vpd and 1,650 vpd. The posted speed limit is 30 mph.

Territorial Road is gravel two-lane roadway that services primarily residential uses on the west side of I-25 and the future Dawson Trails development. An at-grade railroad crossing exists on Territorial Road just west of the West Frontage Road with stop-control and no gates. Currently, the roadway services an average of 370 vpd and has a posted speed limit of 25 mph. Territorial Road will be reconstructed and realigned as Dawson Trails develops. The future roadway is identified as a Major Arterial to Twin Oaks Road per the Town of Castle Rock's *TMP*.

4.2 Intersections

The study area includes nine (9) existing intersections that are listed below with the current traffic control and were analyzed for existing and future background year traffic operations:

- 1. Plum Creek Parkway at Wilcox Street [signalized]
- 2. Plum Creek Parkway at Perry Street [signalized]
- 3. Plum Creek Parkway at Plum Creek Boulevard [signalized]
- 4. West Frontage Road at I-25 Southbound On-Ramp [free-flow, no side street approach]

^{2 &}lt;u>Crystal Valley Interchange Traffic Analysis Technical Report</u>. Apex Design, a Consor Company. February 2022.

- 5. Crystal Valley Parkway at Plum Creek Boulevard [side-street stop controlled]
- 6. Crystal Valley Parkway at East Frontage Road [side-street stop controlled]
- 7. West Frontage Road at Territorial Road [side-street stop-controlled]
- 8. I-25 Southbound Ramps / West Frontage Road at Plum Creek Parkway [signalized]
- 9. I-25 Northbound Ramps at Plum Creek Parkway [signalized]

The existing lane configuration at each of the study locations is illustrated on Figure 3A and Figure 3B.

4.3 Pedestrian and Bicycle

Currently, there are sidewalks and/or wide multi-use paths on both sides of Plum Creek Parkway and Crystal Valley Parkway. Plum Creek Boulevard has a wide detached sidewalk along one side of the roadway that switches as appropriate. There are no sidewalks or trails along the Frontage Roads. Along Plum Creek Parkway, there are small sections that lack sidewalks. The Colorado Front Range Trail travels along the Union Pacific Railroad on the east side of I-25 and provides connections to regional and local multi-modal infrastructure.

There are buffered bike lanes on Plum Creek Boulevard for majority of the length starting at Plum Creek Parkway. The rest of the study roadways do not provide designated bike facilities. Bicyclists are permitted to ride within the travel lanes or on the multi-use paths along the Frontage Roads, Crystal Valley Parkway, and Plum Creek Parkway.

4.4 Transit

Currently, the Town of Castle Rock does not participate in the Regional Transportation District for regional transit services and there is no local service available. The Town provides vouchers and funds for a taxi service and senior center transportation. In the recently published <u>Castle Rock Transit Feasibility Study</u> (October 2020) the Town evaluated the need for and implementation of transit to support their multimodal transportation goals. The study highlighted three preferred operating models that would support the different transit demands of the community and would be beneficial to Dawson Trails in the future.

4.5 Year 2021 Existing Intersection Capacity Analysis

The existing volumes, lane configuration, and traffic control are illustrated on **Figure 3A** and **Figure 3B**. The results of the LOS calculations for the intersections are summarized in **Table 1**. The details of LOS and delay for each movement are provided in **Table 2** (refer to **Appendix**). The intersection Level of Service

worksheets are attached in the **Appendix**. All of the intersections operate overall at LOS D or better in the three peak hours.

Table 1: Existing Overall Level of Service Summary

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
1	Plum Creek Pkwy at Wilcox St	Signal	С	D	С
2	Plum Creek Pkwy at Perry St	Signal	В	С	В
3	Plum Creek Pkwy at Plum Creek Blvd	Signal	В	Α	В
4	West Frontage Road at I-25 SB On-Ramp	N/A	A (A)	A (A)	A (A)
5	Crystal Valley Pkwy at Plum Creek Blvd	Stop	A (C)	A (C)	A (B)
6	Crystal Valley Pkwy at East Frontage Rd	Stop	A (C)	A (D)	A (D)
7	West Frontage Rd at Territorial Rd	Stop	A (B)	A (B)	A (C)
8	Plum Creek Pkwy at I-25 SB Off-Ramp / W. Frontage Rd	Signal	С	С	С
9	Plum Creek Pkwy at I-25 NB Off-Ramp / On-Ramp	Signal	В	В	А

Note: For unsignalized intersections, the worse approach/movement LOS is also listed in parenthesis

All project intersections are shown to be operating overall at LOS D or better in the AM, PM, and Saturday midday peak hours. The following study intersections have movements that operate at LOS E or worse during one or more peak hours:

• #1 – Plum Creek Parkway and Wilcox Street: This signalized intersection operates overall at LOS C or LOS D in the evaluated peak hours; however, the eastbound left-turn movement currently operates at LOS E in the Saturday midday peak hour. The 95th percentile queue³ for this movement was calculated to be approximately 146 feet (about 6 vehicles) in the same peak period, which is maintained within the existing 280 feet storage length.

Recommendations: Consider adding a couple seconds of green time to the eastbound left-turn protected phase during the Saturday midday peak period, as appropriate. It is typical for left-turn

It should be noted that the 95th percentile queue length is a theoretical queue that is 1.65 standard deviations above the average queue length. In theory, the 95th percentile queue would be exceeded 5% of the time based on the average queue length, but it is also possible that a queue this long may not occur.

movements to experience delays during peak periods due to limited green time or minimum gaps in opposing traffic during the permitted phase.

• #2 – Plum Creek Parkway and Perry Street: This signalized intersection operates overall at LOS B or LOS C during the three peak hours; however, the northbound right-turn movement operates at LOS F in the PM peak hour and LOS E in the Saturday midday peak hour. The 95th percentile queues for this movement were estimated at approximately 65 feet or less, which is equal to the existing storage length.

Recommendations: Consider adding a couple seconds of green time to the northbound through phase during the PM and Saturday midday peak periods, as appropriate.

5.0 Future Conditions

5.1 Annual Growth Factor and Future Volume Methodology

In order to forecast the future peak hour traffic volumes, background traffic growth assumptions were estimated based on various resources: Town of Castle Rock's <u>Transportation Master Plan</u>, DRCOG regional model projections, CDOT data, and previous traffic impact studies within the area. Through the literature review, it was determined that the daily volumes forecasted for Year 2040 presented in the <u>Transportation Master Plan</u> were the most current predictions for the study area arterials and potential land development. The previous traffic model for the Town included the Dawson Trails and Westfield properties with forecasts of approximately 5,619 households and 5,738 employment jobs. This is similar to the proposed development to be constructed within the vacant properties. The traffic model assumed the majority of through north-south traffic would utilize I-25 and not travel on the Frontage Roads or future extension of Prairie Hawk Drive (named Dawson Trails Boulevard within project).

A comparison of the DRCOG base-year vs. 2040 projections shows annual growth of approximately 1.2% along Plum Creek Parkway on the east side of I-25. The Town TMP projects a full build 2040 volume of 24,900 vpd on Plum Creek Parkway just west of I-25. The Dawson Trails development area is included in these models. The forecasts for Crystal Valley Parkway, Plum Creek Boulevard, and the East and West Frontage Roads showed an annual growth rate of approximately 7% over the next 20 years, which includes development traffic from Dawson Trails, Westfield Trade Center, Crystal Valley Ranch, Lanterns, and Kings Ridge.

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To estimate the background volumes, the following methodology was applied:

Year 2025

- 0.5% annual growth on all roadways
- Plus, Miller's Landing Short-Term Trips
- Plus, 20% of Trips from Neighborhoods along Crystal Valley Parkway still under construction⁴

Year 2030

- 1.2% annual growth on Plum Creek Parkway
- 0.5% annual growth on other study roadways
- Plus, Miller's Landing Long-Term Trips
- Plus, 100% of Trips from Neighborhoods along Crystal Valley Parkway

Year 2040

- 1.2% annual growth on Plum Creek Parkway
- 0.5% annual growth on other study roadways
- Plus, Miller's Landing Long-Term Trips
- Plus, 100% of Trips from Neighborhoods along Crystal Valley Parkway
- Plus, Westfield Trade Center⁵

By the Year 2025, it is anticipated that the Crystal Valley interchange will be constructed and provide full-movement access to I-25, as well as provide east-west access over the interstate and along the south end of Town. Volumes were adjusted throughout the study area to account for the redirected traffic that will utilize the new Crystal Valley interchange instead of Plum Creek Parkway.

Using the above listed assumptions, the Year 2025 background traffic is summarized on **Figures 4A and 4B**; the Year 2030 background traffic is summarized on **Figures 5A and 5B**; and the Year 2040 background traffic is summarized on **Figures 6A and 6B**.

There are approximately 1,250 vacant lots within the Kings Ranch, Lanterns, and Crystal Valley Ranch communities. Trip generation was estimated by applying rates for single-family homes and then distributed throughout the study area.

Westfield Trade Center is the land to the west of Dawson Trails and north of Territorial Road. It was estimated that 146 acres of the total 194 acres will be developable. For the purpose of this traffic study, it was assumed that there will be up to 154,200 sq. ft. of retail, 746,440 sq. ft. of "flex space" that will be either light industrial or office, and 500 multi-family units.

5.2 Year 2025 Anticipated Transportation Network

As shown in the <u>Transportation Master Plan</u>, it is planned that the following roadway and intersection improvements will be completed by Year 2025 background:

- Crystal Valley Interchange Extend Crystal Valley Parkway west of East Frontage Road, over I-25
 and the railroad tracks. The Town is currently working on evaluating and determining the most
 appropriate interchange design; therefore, this traffic study for Dawson Trails does not analyze
 the interchange intersections.
- West Frontage Road and Territorial Road With the Crystal Valley Interchange, this existing
 intersection will be removed. A new intersection will be constructed with Crystal Valley
 Parkway/Territorial Road and the future Dawson Trails Boulevard, which is to the west over the
 railroad tracks.
 - It is understood that the intersection of Crystal Valley Parkway at Dawson Trails Boulevard will be constructed to the ultimate width on all approaches. This study assumes that the unnecessary lanes will we striped out and not utilized until volumes warrant the need for use.
 - The assumed lane configuration in the short-term scenario was based on the conceptual ultimate design of the intersection with the interchange and the forecasted background volumes. It was assumed that the westbound, northbound, and southbound approaches will provide one left-turn lane, one through lane, and one right-turn lane; and the eastbound approach will provide one left-turn lane and one through/right-turn lane.
 - In the short-term background scenario, this intersection can remain stop-controlled based on volumes.
- Crystal Valley Parkway at Plum Creek Boulevard Town of Castle Rock plans to reconstruct the
 intersection as a roundabout. It was assumed that the eastbound and westbound approaches will
 include one left/through lane and one through/right lane, while the northbound approach will
 include one left-turn lane and one left/through/right lane and the southbound approach will
 include one shared left/through/right lane.
- Crystal Valley Parkway at Dawson Trails Boulevard It is understood that this intersection will
 be constructed with the Crystal Valley Interchange as the ultimate configuration. This analysis just
 provides the timing of when lanes are warranted based on volumes or operations. The Town can
 decide to stripe out lanes that are not needed or provide all lanes which are anticipated to have
 improved levels of service than shown in this traffic study.

- In 2025 background, the following lanes are anticipated to be needed: eastbound one left-turn lane and one through/right-turn lane; and westbound, northbound, and southbound one left-turn lane, one through lane, one right-turn lane. In the interim this intersection can be side-street stop-control (eastbound/westbound).
- East Frontage Road and Crystal Valley Parkway Based on the <u>Crystal Valley Interchange Traffic Analysis Technical Report</u> (February 2022), this existing intersection will be relocated to the east and be incorporated into the I-25 Northbound Ramp intersection on Crystal Valley Parkway. The Technical Report recommended that this intersection be designed as a five-legged, multi-lane roundabout to accommodate traffic exiting I-25 from the south and traffic on the East Frontage Road. Since this intersection was evaluated and designed as part of the interchange analysis, it is not included in the future scenarios of the Dawson Trails study.
- Crystal Valley Parkway at Dawson Trails Boulevard Signalize. Based on the signal warrant
 analysis, the signal is not warranted until 2030 background or with portions of Dawson Trails
 development generating traffic. However, with the interchange project it is likely the signal will
 be installed proactively; therefore, this analysis assumes the signal will be operations in 2025
 background.
- Prairie Hawk Drive / Dawson Trails Boulevard For comparison purposes, it was assumed the planned arterial will be constructed west of the railroad tracks and create a new intersection on Plum Creek Parkway. The ultimate design is to provide four lanes (two per direction). It is understood that this roadway will be constructed with the first phase of Dawson Trails as a two-lane roadway (one lane per direction) and the construction, phasing, and funding of the new roadway will be coordinated with the Town of Castle Rock, Douglas County, CDOT, and Dawson Trails.
 - Note that through volumes on Dawson Trails Boulevard are not anticipated to need the second through lane without development traffic. Therefore, it is assumed the second through lane is a right-turn drop lane or striped out until needed.

These intersection improvements were assumed to be in place in the background condition for the short-term scenario and shown on **Figure 4A and Figure 4B**.

The <u>MUTCD</u> states that a traffic signal should not be installed unless one or more of the warrants are met and an engineering study finds that installing a traffic signal will improve the overall safety and operation of the intersection. The listed future signalized intersection should be monitored as development and growth occur within and near the study area to determine if and when other signal warrants are met.

Future signal timing phases and cycle lengths were based on the existing timing parameters along Plum Creek Parkway and optimized, as necessary.

5.3 Year 2025 Background Intersection Capacity Analysis

The study area intersections were evaluated to determine baseline conditions for the Year 2025 background scenario and to identify any capacity constraints associated with short-term background traffic (refer to **Section 5.1** for growth assumptions). It was assumed that the roadway and intersection improvements listed in **Section 5.2** will be implemented by Year 2025 background. The background volumes, lane configuration, and traffic control are illustrated on **Figure 4A** and **Figure 4B**.

The Level of Service criteria discussed previously was applied to the study area intersections to determine the impacts with the short-term background volumes. This analysis assumes the existing signal timing on Plum Creek Parkway will remain the same.

The results of the LOS calculations for the intersections are summarized in **Table 3**. The details of LOS and delays for each movement are provided in **Table 2** (refer to **Appendix**). The intersection Level of Service worksheets are attached in the **Appendix**.

Table 3: Year 2025 Background Overall Level of Service Summary

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
1	Plum Creek Pkwy at Wilcox St	Signal	С	D	D
2	Plum Creek Pkwy at Perry St	Signal	В	С	С
3	Plum Creek Pkwy at Plum Creek Blvd	Signal	В	Α	В
4	West Frontage Road at I-25 SB On-Ramp	Frontage	Rd. removed	l and On-Ran	np remains.
5	Crystal Valley Pkwy at Plum Creek Blvd	Rdabt	Α	Α	Α
6	Crystal Valley Pkwy at East Frontage Rd	This intersection will be included in Crystal Valley NB Off-Ramp Intersection (Rdabt)			
7	Crystal Valley Parkway at Dawson Trails Blvd / Prairie Hawk Dr	Signal	С	С	С
8	Plum Creek Pkwy at I-25 SB Off-Ramp / W. Frontage Rd	Signal	С	С	С
9	Plum Creek Pkwy at I-25 NB Off-Ramp / On-Ramp	Signal	В	В	В
10	Plum Creek Pkwy at Prairie Hawk Dr/Dawson Trails Blvd	Signal	В	В	В

Note: For unsignalized intersections, the worse approach/movement LOS is also listed in parenthesis

In summary, all the of the study intersections are estimated to operate at LOS D or better in the short-term background scenario. Movements that operated at LOS E/F in the existing scenario were estimated to continue to operate at these levels. The following movements were calculated to operate at LOS E/F in one or more of the peak hours in Year 2025 background as described below:

• #1 – Plum Creek Parkway and Wilcox Street: This signalized intersection operates overall at LOS C or LOS D in the evaluated peak hours; however, the eastbound left-turn movement was estimated to operate at LOS F in the Saturday peak hour. The 95th percentile queue for this movement was calculated to be approximately 186 feet (about 8 vehicles) in the same peak period, which is maintained within the existing 280 feet storage length.

Recommendations: Consider adding a couple seconds of green time to the eastbound left-turn protected phase during the Saturday peak period, as appropriate. It is typical for left-turn movements to operate below LOS D due to limited green time or minimum gaps in opposing traffic during the permitted phase.

• #2 – Plum Creek Parkway and Perry Street: This signalized intersection operates overall at LOS C or better during the three peak hours; however, the northbound right-turn movement was estimated to continue to operate at LOS F in the PM peak hour and LOS E in the Saturday midday peak hour. The 95th percentile queues for this movement were estimated at approximately 65 feet or less, which is equal to the existing storage length.

Recommendations: Consider adding a couple seconds of green time to the northbound through phase during the PM and Saturday midday peak periods, as appropriate.

5.4 Year 2030 Planned Transportation Network

In addition to the listed transportation improvements in Year 2025 background, there are assumed roadway and intersection improvements in Year 2030 background based on the Town's upcoming projects, intersection movement volumes, and signal warrant analysis. It was assumed the following roadway and intersection improvements are constructed prior to Year 2030 background:

• West Frontage Road – Remove the portion of roadway between the I-25 Southbound On-Ramp and the south boundary of Dawson Trails. This is assumed to happen in background for analysis purposes of comparing similar scenarios. It is understood this roadway change will be coordinated with the Town of Castle Rock, Douglas County, CDOT, and Dawson Trails.

- It is assumed that the I-25 Southbound On-Ramp south of Plum Creek Parkway will remain but not have through traffic in the northbound or southbound directions unless needed for minimal local travel to existing homes and property.
- **Prairie Hawk Drive / Dawson Trails Boulevard** Widen to the planned four-lane arterial. It is understood that this roadway will be a part of the Dawson Trails project, but is included in the background for comparison purposes.
 - Note that through volumes on Dawson Trails Boulevard are not anticipated to need the second through lane without development traffic. Therefore, it is assumed the second through lane is a right-turn drop lane or striped out until needed. It is understood that the intersection at Crystal Valley Parkway will be constructed as the ultimate design. This analysis just provides the timing of when lanes are warranted based on volumes or operations. The Town can decide to stripe out lanes that are not needed or provide all lanes which are anticipated to have improved levels of service than shown in this traffic study.

These roadway and intersection improvements were assumed to be in place in the mid-term background condition and are shown on **Figure 5A and Figure 5B**.

The <u>Manual on Uniform Traffic Control Devices</u>⁶ (MUTCD) guidance states that a traffic signal should not be installed unless one or more of the warrants are met. Though, the satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a signal. The <u>MUTCD</u> also states that a traffic signal should not be installed unless an engineering study finds that installing a traffic signal will improve the overall safety and operation of the intersection. The listed future signalized intersections should be monitored as development and growth occur within and near the study area to determine if and when other signal warrants are met. Future signal timing phases and cycle lengths were based on the existing timing parameters along Plum Creek Parkway and optimized, as necessary.

5.5 Year 2030 Background Intersection Capacity Analysis

The study area intersections were evaluated to determine baseline conditions for the Year 2030 background scenario and to identify any capacity constraints associated with background traffic in the mid-term scenario (refer to **Section 5.1** for growth assumptions). The mid-term background volumes, lane configuration, and traffic control are illustrated on **Figure 5A and Figure 5B**.

Manual on Uniform Traffic Control Devices. Federal Highway Administration. Washington, D.C. 2009.

The Level of Service criteria discussed previously was applied to the study area intersections to determine the impacts with the mid-term background volumes. The analysis assumed the signal timing at all signalized intersections would be adjusted to accommodate the additional lanes and change in traffic volumes. It should be noted that the peak hour factors were adjusted to the HCM suburban default of 0.92 (if the existing factor is less than 0.92) on the arterials and local streets since it is assumed that the peak periods will become longer with peak hour traffic spread more evenly over the hour as traffic increases than is experienced today.

The results of the LOS calculations for the intersections are summarized in **Table 4**. The details of LOS and delays for each movement are provided in **Table 2** (refer to **Appendix**). The intersection Level of Service worksheets are attached in the **Appendix**.

Table 4: Year 2030 Background Overall Level of Service Summary

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
1	Plum Creek Pkwy at Wilcox St	Signal	С	D	С
2	Plum Creek Pkwy at Perry St	Signal	В	С	В
3	Plum Creek Pkwy at Plum Creek Blvd	Signal	В	Α	В
4	West Frontage Road at I-25 SB On-Ramp	Frontage Rd. removed and On-Ramp remains.			
5	Crystal Valley Pkwy at Plum Creek Blvd	Rdabt	Α	Α	Α
6	Crystal Valley Pkwy at East Frontage Rd	This intersection will be included in Crystal Valley NB Off-Ramp Intersection (Roundabout)			
7	Crystal Valley Pkwy at Dawson Trails Blvd / Prairie Hawk Dr	Signal	В	В	С
8	Plum Creek Pkwy at I-25 SB Off-Ramp / W. Frontage Rd	Signal	В	В	В
9	Plum Creek Pkwy at I-25 NB Off-Ramp / On- Ramp	Signal	В	В	В
10	Plum Creek Pkwy at Prairie Hawk Dr / Dawson Trails Blvd	Signal	С	С	С

In summary, all the of the study intersections are estimated to operate at LOS D or better in the midterm background scenario. Movements that operated at LOS E/F in the existing or Year 2025 background scenarios were estimated to improve as traffic spreads over the hour, cycle lengths are slightly increased, and signal timings are adjusted. The timing worksheets are included in the **Appendix**.

5.6 Year 2040 Planned Transportation Network

In addition to the listed transportation improvements in Year 2025 and Year 2030 background, there are assumed roadway and intersection improvements in Year 2040 background based on the Town's upcoming projects, intersection movement volumes, and signal warrant analysis. It was assumed the following roadway and intersection improvements are completed prior to Year 2040 background:

- **Prairie Hawk Drive / Dawson Trails Boulevard** Allow all four through lanes to be available for use through and between intersections.
- Crystal Valley Parkway at Dawson Trails Boulevard —Provide second northbound and southbound through lanes and provide second southbound left-turn lane.

These roadway and intersection improvements were assumed to be in place in the background condition for the long-term scenario and shown in **Figure 6A and Figure 6B**. The details of the signal warrant analysis are provided in the **Appendix**.

5.7 Year 2040 Background Intersection Capacity Analysis

The study area intersections were evaluated to determine baseline operations for the Year 2040 background scenario and to identify any capacity constraints associated with background traffic in the long-term scenario (refer to **Section 5.1** for growth assumptions). The long-term background volumes, lane configuration, and traffic control are illustrated on **Figure 6A** and **Figure 6B**.

The Level of Service criteria discussed previously was applied to the study area intersections to determine the impacts with the long-term background volumes. The analysis assumed the signal timing at all signalized intersections would be adjusted to accommodate the additional lanes and change in traffic volumes. As previously discussed, the peak hour factors were adjusted, as necessary.

The results of the LOS calculations for the intersections are summarized in **Table 5**. The details of LOS and delays for each movement are provided in **Table 2** (refer to **Appendix**). The intersection Level of Service worksheets are attached in the **Appendix**.

Traffic **AM Peak** PM Peak Sat Peak No. Intersection Control Hour Hour Hour C 1 Plum Creek Pkwy at Wilcox St Signal C D 2 Plum Creek Pkwy at Perry St В В Signal C 3 Plum Creek Pkwy at Plum Creek Blvd Signal В В 4 Frontage Rd. removed and On-Ramp remains. West Frontage Road at I-25 SB On-Ramp 5 Crystal Valley Pkwy at Plum Creek Blvd Rdabt This intersection will be included in Crystal Valley 6 Crystal Valley Pkwy at East Frontage Rd NB Off-Ramp Intersection (Roundabout) 7 Crystal Valley Pkwy at Dawson Trails Blvd / C Signal С C Prairie Hawk Dr 8 Plum Creek Pkwy at I-25 SB Off-Ramp / W. C C Signal В Frontage Rd 9 Plum Creek Pkwy at I-25 NB Off-Ramp / On-Signal В В В Ramp 10 Plum Creek Pkwy at Prairie Hawk Dr / Signal C C C Dawson Trails Blvd

Table 5: Year 2040 Background Overall Level of Service Summary

In summary, all the of the study intersections are estimated to operate at LOS D or better overall in the long-term background scenario.

6.0 Future Conditions with the Dawson Trails Development

Dawson Trails is anticipated to include a mix of commercial, residential, office, flex space, light industrial, schools, and recreational uses. The site is planned to be developed over several phases. For the purpose of this traffic study, three phases were assumed to evaluate the short-term, mid-term, and long-term scenarios. The National Cooperative Highway Research Program (NCHRP)'s <u>Report 365: Travel Estimation Techniques for Urban Planning</u>⁷ provides trip characteristics for and data to support household-based approaches for trip estimation and modeling.

NCHRP Report 365 – Travel Estimation Techniques for Urban Planning. Transportation Research Board. Washington, D.C. 1998. And NCHRP Report 684 – Enhancing Internal Trip Capture Estimation for Mixed-Use Developments. Transportation Research Board. Washington, D.C. 2011.

These types of trips are contained within the Dawson Trails property to shop at or work at or recreate at land uses within the site without traveling on the external roadways. Data in NCHRP 365 shows that on average 20% of home-based trips are to/from work, 57% are "home-based other", which would include trips to/from schools, to/from retail, etc., and the remaining 23% being "non-home based", which could be deliveries, mail, and other services.

Assumptions for Dawson Trails trips were made using the NCHRP data as a basis. It was assumed that retail trips were 40% internal home-based trips, flex space trips were 30% internal home-based trips, and light industrial trips were 15% internal home-based trips. All of the internal, home-based trips between planning areas were assigned to the study roadways and through internal intersections and intersections along Dawson Trails Boulevard. The internal trips are accounted for in the trip assignment and analysis.

Since the school is anticipated to primarily serve the residences of Dawson Trails and adjacent neighborhoods, it was assumed that majority of the trips would be internal, diverted, or non-auto. Typically, school traffic does not create new traffic, instead redirects home-to-work and work-to-home trips. It is anticipated that 90% of the elementary school trips and 10% of the high school trips will be from the homes within Dawson Trails and the remaining trips will travel from the nearby neighborhoods. It should be noted that the internal school traffic was redirected from residential trips since those traveling to/from another school will redirect to the new school and then return to their route.

6.1 Trip Generation

A trip generation estimate was performed to determine the traffic characteristics of the proposed maximum density of the Dawson Trails development. The trip rates contained in the ITE <u>Trip Generation</u> <u>Manual</u> were applied to estimate the traffic for the proposed land uses as listed below:

- #110 "General Light Industrial"
- #210 "Single-Family Detached Housing"
- #220 "Multi-Family Housing (Low-Rise)"
- #520 "Elementary School"
- #530 "High School"

- #465 Ice Skating Rink
- #488 Soccer Complex (conservative land use assumption for the park)
- #710 "General Office Building"
- #820 "Shopping Center"
- #857 "Discount Club"

Specific uses and tenants for the majority of the commercial spaces are unknown at this time. It is anticipated that a small portion will be retail and the majority will be either office, flex space, or light industrial ("flex" space). For the flex commercial space it was assumed that 50% will be office/flex and

50% will be light industrial. The square footage of the two potential land uses is listed in the trip generation table.

In the Saturday peak hour, the <u>Trip Generation Manual</u> provides the trip rates for the land use generator during its peak hour and not the peak hour of the day. The Trip generation Manual provides time of day tables that indicate when the peak hour has typically been documented for residential or commercial land uses. The data indicated that on Saturday the residential peak is 12.5% less during the commercial peak; therefore, the trip rates for the residential units were reduced by the listed percentage to represent the peak hour more accurately on Saturday.

Table 6A (external trips) and **Table 6B** (internal) provide the detailed trip generation estimates for the three phases of the future Dawson Trails community (refer to the **Appendix**). The proposed project is expected to experience new trips, also known as 'primary trips', pass-by trips, multi-use trips, and non-auto trips which are discussed below:

<u>Primary Trips</u>. These trips are made specifically to visit the site and are considered "new" trips. Primary trips would not have been made if the proposed project did not exist. Therefore, this is the only trip type that increases the total number of trips made on a regional basis.

<u>Pass-By Trips.</u> Pass-by trips do not create any increase in the traffic volumes within the primary impact area. In fact, the only impact of the pass-by trips is at the site driveways and adjacent intersections where through movements become turning movements into and out of the site. Therefore, pass-by trips have no additional impact on the road system beyond the site's driveways or immediately adjacent intersections. With or without pass-by trips, the total trips to/from a project will remain the same. Pass-by was only applied to the retail portions of the Dawson Trails site and it was assumed some of the pass-by trips would be from I-25. Per ITE data, the pass-by percentages by land use and peak hour were applied as shown in the trip generation tables.

<u>Multi-Use/ Multi-Purpose Trips</u>. These trips occur from one land use or building to another within the planning area boundaries. Multi-use or multi-purpose trips typically do not affect the site access points, nor add any additional traffic volumes to the adjacent street network. Based on ITE <u>Trip Generation Manual</u>, the internal capture for the Dawson Trails project was calculated to be up to 16%. For conservative purposes, a 10% internal capture reduction was applied to the trip generation for commercial land uses and assumed to not travel on arterial or collector roadways.

Non-Auto Trips. These trips are those that are completed by walking, biking, or transit or persons that telework. The future pedestrian and bicycle amenities will encourage residents, employees, customers, and visitors to make non-auto trips to/from and within the Dawson Trails community. The non-auto trips are assumed to be a 5% for commercial and residential land uses and 10% for the recreational land uses.

Table 7 summarizes the land uses that were assumed for the Dawson Trails development for each phase. Phasing is illustrated on **Figure 2**.

Table 7: Land Use Assumptions per Phase

	Land Use Type	Size (rounded)
Di 4		•
Phase 1	(Year 2025)	
	Single-Family Homes /Townhomes	500 dwelling units
	Commercial (Retail and Service)	180,000 sq. ft.
Phase 2	(Year 2030)	
Single-Family Homes		1,935 dwelling units
	Multi-Family Homes	1,165 dwelling units
	Elementary School	450 Students
	Commercial (Retail and Service)	483,000 sq. ft.
	Office Space	217,000 sq. ft.
	Flex Space (Office)	450,000 sq. ft.
	Flex Space (Light Industrial)	450,000 sq. ft.
Phase 3	(Year 2040)	
	Single-Family Homes	1,092 dwelling units
	Multi-Family Homes	1,158 dwelling units
	Elementary School	450 Students
	High School	2,000 Students
Commercial (Retail and Service)		237,000 sq. ft.
Office Space		583,000 sq. ft.
	Light Industrial	375,000 sq. ft.
	Flex Space (Office)	112,500 sq. ft.
	Flex Space (Light Industrial)	112,500 sq. ft.
	Recreation Center / Ice Arena	60,000 sq. ft.
	Regional Park	12 fields/courts
	Total Dawson Trails Develor	oment
	Residential Homes	5,850 dwelling units
	Commercial (Retail and Service)	900,000 sq. ft.
	Office	800,000 sq. ft.
	Light Industrial	375,000 sq. ft.
Fle	ex Space (Office or Light Industrial)	1,125,000 sq. ft.
	Elementary School	900 Students
High School 2,000 Students		

Estimated Trips

Dawson Trails was estimated to generate approximately 87,025 daily trips with about 6,700 trips occurring in the AM peak hour, 8,760 trips occurring in the PM peak hour, and 8,385 trips in the Saturday midday peak hour at full build-out (new and pass-by trips). The total trips listed include all external and internal trips. It was estimated that the <u>external</u> trips would be approximately 61,455 daily trips with about 4,250 trips occurring in the AM peak hour, 6,220 trips occurring in the PM peak hour, and 5,900 trips in the Saturday midday peak hour at full build-out (new and pass-by trips). The <u>internal</u> trips were estimated to be approximately 25,570 daily trips, 2,450 trips in the AM peak hour, 2,540 trips in the PM peak hour, and 2,480 trips in the Saturday peak hour. **Table 6A** summarizes the <u>external</u> trips that begin or end outside of Dawson Trails. **Table 6B** summarizes the <u>internal</u> trips that remain within Dawson Trails, do not utilize the interchange or external roadways, and were assigned to the local roadway network within Dawson Trails.

6.2 Trip Distribution and Assignment

The estimated trip volumes were distributed onto the study area street network based on existing traffic characteristics and available capacity, and anticipated destinations, as well as regional growth and future roadway infrastructure. The assumed distributions by land use type are listed below in **Table 8** and presented on **Figure 7**:

Table 8: Trip Distribution Summary

To/From	Percentage
North I-25 via Crystal Valley Interchange	35%
North I-25 via Plum Creek Parkway	5%
North Prairie Hawk Drive / Dawson Trails Blvd.	15%
North Wilcox Street via Frontage Roads	5%
North Perry Street via E. Frontage Road	3%
South I-25 via Crystal Valley Interchange	20%
South W. Frontage Road (Dawson Trails Blvd.)	5%
East Crystal Valley Parkway	4%
East Plum Creek Parkway	2%
West Plum Creek Parkway via. Prairie Hawk Drive / Dawson Trails Blvd.	2%
West via Twin Oaks Neighborhood	<1%
Existing Businesses/Neighborhoods East of I-25	4%

Using these distribution assumptions, the projected site traffic for each planning area was assigned to the study area roadway network for the weekday AM and PM peak hours and the Saturday midday peak hour during each of the three phases based on the most convenient route and available access.

The Phase 1 site-generated volumes for Year 2025 are shown on **Figures 8A and 8B** (existing intersections) and **Figure 8C** (proposed access). The site-generated volumes for the completion of Phases 1 and 2 are shown on **Figures 9A and 9B** (existing intersections) and **Figure 9C** (proposed access). The site-generated volumes for the full buildout of Dawson Trails are shown on **Figures 10A and 10B** (existing intersections) and **Figure 10C** (proposed access).

6.3 Proposed Roadway Network and Access

The future extension of Prairie Hawk Drive and realignment of West Frontage Road will be the primary arterial for the project. It is anticipated that two lanes of the arterial will be constructed with Phase 1 and widened in the future as volumes and operations warrant. South of Plum Creek Parkway, this proposed four-lane roadway will be named Dawson Trails Boulevard. The Dawson Trails project plans to construct several collector roadways internally to the site that will provide access between Dawson Trails Boulevard and the planning areas. Each phase will include segments of the proposed roadways to serve the planned development with anticipated completion with the final phase. In addition to the anticipated background roadway and intersection improvements, the following proposed roadway and intersection improvements are recommended to accommodate the proposed trip volume⁸:

Phase 1 (Year 2025):

- **Prairie Hawk Drive / Dawson Trails Boulevard** Construct as a two-lane roadway (one lane per direction) between Plum Creek Parkway and the south boundary of the Dawson Trails property.
- Crystal Valley Parkway at Plum Creek Boulevard Roundabout (per Town plans and design).
- Crystal Valley Parkway at Dawson Trails Boulevard Signalize (based on signal warrant analysis).
 - It is understood that this intersection will be constructed to the ultimate width on all approaches. This study assumes that the unnecessary lanes will we striped out and not utilized until volumes warrant the need for use.

The traffic study provides technical information and evaluates the need for transportation mitigation as traffic grows, but it does not address infrastructure commitments or obligations of Dawson Trails. That needs to be discussed and negotiated in the development agreements for the project.

- Territorial Road at Twin Oaks Road / Clarkes Circle Relocate intersections with the construction
 of the new internal Collector A. It is proposed that Twin Oaks Road be realigned to the south to
 create an intersection on Collector A. It is anticipated that Clarks Circle connect to Collector A as
 an emergency access.
 - Twin Oaks Road at Collector A Provide a left-turn lane on Collector A southbound. Do
 not permit a left-turn movement for the northbound approach. Add stop signs on the
 side-street approaches.
- **New Roadway Infrastructure** Construct collector roadways from Dawson Trails Boulevard into and through the Dawson Trails property. Internal roadways and intersections will be aligned, designed, and analyzed at the filing level.
- Intersections along Dawson Trails Boulevard It is proposed that the full movement intersections be constructed as roundabouts, except for Collector Road A that will be signalized since it is the west leg of the Dawson Trails Boulevard at Crystal Valley Parkway intersection. Additional restricted movement accesses along Dawson Trails Boulevard will be identified and evaluated at the filing level of the project, as well as internal intersections along the collector roadways.
 - #102 Collector H: Construct roundabout with one approach lane on the northbound and southbound approaches, one left-turn/right-turn lane on the westbound approach, and one westbound right-turn bypass lane.
 - #104 Access E-2/F-1.3: Construct roundabout with one approach lane on the northbound and southbound approaches and one left-turn/right-turn lane on the eastbound approach
 - #105 Collector Road B: Construct roundabout with one approach lane on the northbound and southbound approaches and one left-turn/right-turn lane on the eastbound approach.
 - #106 Collector Road C: Construct roundabout with one approach lane on the northbound and southbound approaches and one left-turn/right-turn lane on the eastbound approach.
 - O It is understood that roundabouts will be constructed to the ultimate configuration to reduce reconstruction in the future. Interim roundabout geometry can be incorporated to build the ultimate diameter but only use necessary lanes for each phase. The traffic study lists the lanes needed per the volumes, but the Town can decide to stripe out or provide interim curbing/raised pavement to restrict use of certain lanes.

Phase 2 (Year 2030):

- Prairie Hawk Drive / Dawson Trails Boulevard Widen to a four-lane roadway (two lanes per direction) between Plum Creek Parkway and the south boundary of the Dawson Trails property.
 The roundabout intersections will be constructed to the ultimate design to accommodate the widening in the future.
- Crystal Valley Parkway at Dawson Trails Boulevard With the Phase 2 development volume, this
 intersection will need to provide the following additional lanes from the previous
 scenarios/phases: second eastbound through lane, one eastbound right-turn lane, second
 westbound left-turn lane, and second northbound and southbound through lanes. Protected only
 phasing for dual left-turn phase.
- Twin Oaks Road at Collector A Signalize and provide one westbound left-turn lane.
- New Roadway Infrastructure Construct collector roadways from Dawson Trails Boulevard into and through the Dawson Trails property. Internal roadways and intersections will be aligned, designed, and analyzed at the filing level.
- Intersections along Dawson Trails Boulevard It is proposed that the full-movement intersections be constructed as roundabouts. Additional accesses will be identified and evaluated at the filing level of the project.
 - o **#101 Access F-1:** Construct roundabout with two approach lanes on the northbound and southbound approaches, and one approach lane on the westbound approach.
 - #102 Collector: Construct eastbound approach with one inbound lane and one outbound lane.
 - #104 Access E-2/F-1.3: Construct westbound approach with one left-turn lane, one through/right-turn lane, and one right bypass lane. Upgrade the eastbound approach to include one left-turn lane, one left-turn/through/right-turn lane, and one right bypass lane. Add right-turn bypass lanes on the northbound and southbound approaches.
 - #105 Collector Road B: Construct westbound approach with one left-turn lane, one through/right-turn lane, and one right bypass lane. Upgrade the eastbound approach to include one left-turn lane, one left-turn/through/right-turn lane, and one right bypass lane. Add right-turn bypass lanes on the northbound and southbound approaches.
 - o **#106 Collector Road C**: Construct westbound approach with one left-turn lane, one through/right-turn lane, and one right bypass lane. Upgrade the eastbound approach to include one left-turn lane and one left-turn/through/right-turn lane.

- #107 Collector Road D: Construct roundabout with two approach lanes on the northbound and southbound approaches, and one approach lane on the eastbound approach.
- All roundabout intersections: change to two-lane circulation to accommodate widening of Dawson Trails Boulevard/Prairie Hawk Drive. It is understood that roundabouts will be constructed to the ultimate configuration to reduce rebuilding in the future. Interim roundabout geometry can be incorporated to build the ultimate diameter but only use necessary lanes for each phase. The traffic study lists the lanes needed per the volumes, but the Town can decide to stripe out or provide interim curbing/raised pavement to restrict use of certain lanes.

Phase 3 – Full Buildout (Year 2040):

- Prairie Hawk Drive / Dawson Trails Boulevard Widen to a six-lane roadway (three lanes per direction) between Crystal Valley Boulevard and Intersection #105. The third lane will be dropped at the appropriate downstream intersection as a right-turn lane and roundabout will not have three circulating lanes.
- Crystal Valley Parkway at Dawson Trails Boulevard Provide the following lanes: third westbound left-turn lane and receiving lane and second westbound through lane.
- New Roadway Infrastructure Construct collector roadways from Dawson Trails Boulevard into and through the Dawson Trails property. Internal roadways and intersections will be aligned, designed, and analyzed at the filing level.
- Intersections along Dawson Trails Boulevard It is proposed that the full-movement intersections be constructed as roundabouts. Additional accesses will be identified and evaluated at the filing level of the project.
 - #101 Access F-1: Construct eastbound approach with one inbound lane and one outbound lane.
 - #108 Access G-2/High School: Construct roundabout with two approach lanes on the northbound and southbound approaches, and one approach lane on the eastbound and westbound approaches.

Refer to Figures 8C and 9C and 10C for an illustration of the proposed access locations.

It should be noted that the internal accesses will be identified and vetted in more detail during the design stages of specific parcels and adjustments to access will be made as necessary based on discussions with Town staff, land use types, and traffic flow. This master traffic study will be updated if changes to access significantly impact the trip generation, traffic flow, or infrastructure needs.

6.4 Proposed Pedestrian and Bicyclist Facilities

Dawson Trails plans to provide sidewalks and trails throughout the project site that will connect the residential areas to the commercial land uses, neighborhood parks, the recreation center, the regional park, the schools and to a wide multi-use path along Dawson Trails Boulevard. Refer to the site plan for details on sidewalks, trails, and bike lanes within the Dawson Trails community. As the design details of the project are developed and specific areas are planned, the pedestrian and bicyclist facilities, connections, and crossings will be determined and included in the design submittals. The internal multi-modal accommodations are anticipated to link to external facilities as proposed in the Town's TMP. It is understood that some of the pedestrian and bicyclist infrastructure may include signal crossing, grade separated crossing, or other enhancements to provide a safe environment for people walking or biking and to encourage non-auto travel.

The Town of Castle Rock's TMP proposes that there will be an on-street bike lane/shoulder along Dawson Trails Boulevard (Prairie Hawk Drive Extension), Plum Creek Parkway, Crystal Valley Parkway, and East Frontage Road.

6.5 Proposed Mobility Hub

Per discussions with the Town of Castle Rock and CDOT, a portion of land will be reserved for a mobility hub for future transit services. Currently, the location is planned to be in Planning Area F-1 (PL 1.08) (north of Crystal Valley Parkway and east of Dawson Trails Boulevard). The potential mobility hub will provide a park-n-ride for future local or regional transit services that are being planned for the area. This will connect to the future pedestrian and bicyclist facilities to complete the "first and final" mile of a transit commute. The exact design and amenities of the mobility hub have not been determined at this time and will continue to be defined as the Dawson Trails project is developed.

Planning Area F-1 (PL 1.08) is planned to be a mix of commercial uses within this traffic study. The trip generation assumed that the entire parcel will be commercial space since this is the highest traffic generator between the two land use types (commercial vs. park-n-ride). If the mobility hub is constructed, then the trip generation is anticipated to be significantly lower than commercial businesses and services.

6.6 Year 2025 Background + Project (Phase 1) Intersection Capacity Analysis

This section discusses impacts associated with the addition of the Phase 1 of Dawson Trails development trips in the short-term scenario. The site-generated volumes for Phase 1 were added to the Year 2025

background volumes and are illustrated on **Figures 11A and 11B** (existing intersections) and **Figure 11C** (proposed intersections). These figures also illustrate the necessary traffic control and lane configurations for all of the study intersections and proposed accesses. The recommended improvements in the Year 2025 background scenario were assumed to be implemented. The analysis assumed the existing signal timing is held at the existing signalized intersections. Future signalized intersections had optimized timing with parameters similar to the existing timing plans for those on Plum Creek Parkway.

The results of the LOS calculations for the intersections are summarized in **Table 9**. The details of the LOS and delays for each movement are listed in **Table 2** (existing intersections) and **Table 10** (proposed intersections). The intersection Level of Service worksheets are attached in the **Appendix**.

Table 9: Year 2025 Background + Project (Phase 1) Overall Level of Service Summary

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
1	Plum Creek Pkwy at Wilcox St	Signal	С	D	С
2	Plum Creek Pkwy at Perry St	Signal	В	С	С
3	Plum Creek Pkwy at Plum Creek Blvd	Signal	В	Α	В
4	West Frontage Road at I-25 SB On-Ramp	Frontage I	Rd. removed a	nd On-Ramp	remains.
5	Crystal Valley Pkwy at Plum Creek Blvd	Rdabt	Α	Α	Α
6	Crystal Valley Pkwy at East Frontage Rd	This intersection will be included in Crystal Valley NB Off-Ramp Intersection (Roundabout)			•
7	Crystal Valley Pkwy at Dawson Trails Blvd	Signal	С	С	D
8	Plum Creek Pkwy at I-25 SB Off-Ramp	Signal	В	С	В
9	Plum Creek Pkwy at I-25 NB Off-Ramp / On-Ramp	Signal	В	В	В
10	Plum Creek Pkwy at Prairie Hawk Dr / Dawson Trails Blvd	Signal	С	С	С
102	Dawson Trails Blvd at Collector Road H	Rdabt	Α	Α	Α
103	Dawson Trails Blvd & E-1/F-2 Access	Stop	A (B)	A (B)	A (B)
104	Dawson Trails Blvd & E-2/F-3 Access	Rdabt	Α	С	В
105	Dawson Trails Blvd & Collector Road B	Rdabt	Α	Α	Α
106	Dawson Trails Blvd & Collector Road C	Rdabt	Α	Α	Α
109	Collector Road A at Twin Oaks Road	Stop	A (B)	A (B)	A (B)

Note: For unsignalized intersections, the worse approach/movement LOS is also listed in parenthesis

The study intersections will operate acceptably in the short-term scenario with the addition of Phase 1 trips with the recommended mitigation measures (listed in Section 6.3). All movements and overall LOS were calculated to be LOS D or better in all peak periods. The proposed accesses intersections for Phase 1 are anticipated to operate overall at LOS A in the three peak hours with all movements at LOS D or better.

6.7 Year 2030 Background + Project (Phase 1 & 2) Intersection Capacity Analysis

This section discusses impacts associated with the completion of the second phase of the Dawson Trails development with the proposed mid-term scenario. The site-generated volumes for the first two phases were added to the Year 2030 background volumes and are illustrated on **Figures 12A and 12B** (existing intersections) and **Figure 12C** (proposed accesses). These figures also illustrate the necessary traffic control and lane configurations for all of the study intersections and proposed intersections. The recommended improvements in the previous scenarios were assumed to be implemented and signal timings were optimized as appropriate.

The results of the LOS calculations for the intersections are summarized in **Table 11**. The details of the LOS and delay for each movement are summarized in **Table 2** (existing intersections) and **Table 13** (proposed intersections). The intersection Level of Service worksheets are attached in the **Appendix**.

Table 11: Year 2030 Background + Project (Phase 1 & 2) Overall Level of Service Summary

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
1	Plum Creek Pkwy at Wilcox St	Signal	С	D	D
2	Plum Creek Pkwy at Perry St	Signal	В	В	В
3	Plum Creek Pkwy at Plum Creek Blvd	Signal	В	Α	В
5	Crystal Valley Pkwy at Plum Creek Blvd	Rdabt	Α	В	Α
6	Crystal Valley Pkwy at East Frontage Rd	This intersection will be included in Crystal Valley NB Off-Ramp Intersection (Roundabout)			
7	Crystal Valley Pkwy at Dawson Trails Blvd	Signal	D	D	D
8	Plum Creek Pkwy at I-25 SB Off-Ramp	Signal	В	В	В
9	Plum Creek Pkwy at I-25 NB Off-Ramp / On-Ramp	Signal	С	В	В
10	Plum Creek Pkwy at Prairie Hawk Dr / Dawson Trails Blvd	Signal	С	С	С
101	Dawson Trails Blvd at F-1 Access	Rdabt	Α	Α	Α

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
102	Dawson Trails Blvd at Collector Road H	Rdabt	А	Α	Α
103	Dawson Trails Blvd & E-1/F-2 Access	Stop	A (B)	A (B)	A (C)
104	Dawson Trails Blvd & E-2/F-3 Access	Rdabt	Α	С	В
105	Dawson Trails Blvd & Collector Road B	Rdabt	Α	Α	В
106	Dawson Trails Blvd & Collector Road C	Rdabt	Α	Α	Α
107	Dawson Trails Blvd & Collector Road D	Rdabt	Α	Α	Α
109	Collector Road A at Twin Oaks Road	Signal	Α	Α	Α

Note: For unsignalized intersections, the worse approach/movement LOS is also listed in parenthesis

All of the study intersections will operate acceptably in the mid-term scenario with the completion of Phases 1 & 2 of Dawson Trails project with the recommended mitigation measures (listed in Section 6.3). The intersection of Collector A and Twin Oaks Road was evaluated with a signal and roundabout. Both traffic control options were calculated to operate at LOS A in the three peak hours. The 95th percentile queues with the signal were estimated to extend to 110 feet or less and with a roundabout the queues were estimated to extend 50 feet or less.

6.8 Year 2040 Background + Project (Phases 1 & 2 & 3) Intersection Capacity Analysis

This section discusses impacts associated with the full buildout of the Dawson Trails development with the proposed long-term scenario. The site-generated volumes for the entire development were added to the Year 2040 background volumes and are illustrated on **Figures 13A and 13B** (existing intersections) and **Figure 13C** (proposed intersections). These figures also illustrate the necessary traffic control and lane configurations for all of the study intersections and proposed accesses. The recommended improvements in the previous scenarios were assumed to be implemented and signal timing was optimized.

The results of the LOS calculations for the intersections are summarized in **Table 12**. The details of the LOS and delays for each movement are summarized in **Table 2** (existing intersections) and **Table 13** (proposed intersections). The intersection Level of Service worksheets are attached in the **Appendix**.

Table 12: Year 2040 Background + Project (Full Buildout) Overall Level of Service Summary

No.	Intersection	Traffic Control	AM Peak Hour	PM Peak Hour	Sat Peak Hour
1	Plum Creek Pkwy at Wilcox St	Signal	С	D	D
2	Plum Creek Pkwy at Perry St	Signal	Α	С	В
3	Plum Creek Pkwy at Plum Creek Blvd	Signal	В	С	С
5	Crystal Valley Pkwy at Plum Creek Blvd	Rdabt	В	В	Α
6	Crystal Valley Pkwy at East Frontage Rd	This intersection will be included in Crystal Valley NB Off-Ramp Intersection (Roundabout)			
7	Crystal Valley Pkwy at Dawson Trails Blvd	Signal	D	E	E
8	Plum Creek Pkwy at I-25 SB Off-Ramp	Signal	В	С	С
9	Plum Creek Pkwy at I-25 NB Off-Ramp / On-Ramp	Signal	С	С	С
10	Plum Creek Pkwy at Prairie Hawk Dr / Dawson Trails Blvd	Signal	С	С	С
101	Dawson Trails Blvd at F-1 Access	Rdabt	Α	В	В
102	Dawson Trails Blvd at Collector Road H	Rdabt	Α	В	С
103	Dawson Trails Blvd & E-1/F-2 Access	Stop	A (B)	A (C)	A (C)
104	Dawson Trails Blvd & E-2/F-3 Access	Rdabt	В	С	D
105	Dawson Trails Blvd & Collector Road B	Rdabt	В	В	С
106	Dawson Trails Blvd & Collector Road C	Rdabt	В	В	С
107	Dawson Trails Blvd & Collector Road D	Rdabt	Α	Α	Α
108	Dawson Trails Blvd at PA15/Park Access	Rdabt	Α	Α	Α
109	Collector Road A at Twin Oaks Road	Signal	Α	В	В

Note: For unsignalized intersections, the worse approach/movement LOS is also listed in parenthesis

All of the study intersections are predicted to operate acceptably in the long-term scenario with the full buildout of Dawson Trails with the recommended mitigation measures (listed in Section 6.3). One intersection has movements that are anticipated to operate below LOS D with the additional project trips:

#7 – Dawson Trails Boulevard and Crystal Valley Parkway: This future signalized intersection was calculated to operate overall at LOS D in the AM peak hour, LOS E in the PM peak hour, and LOS E in the Saturday peak hour due to the high volumes on all movements, especially the turning

movements, and limited green time. During the morning peak hour the eastbound and southbound left-turn movements were estimated to operate at LOS E which is typical for left-turns at an arterial/arterial intersection at full buildout and protected only phasing. During the PM peak hour, the eastbound left-turn, eastbound through and the westbound left-turn were estimated to operate at LOS E. During the Saturday peak hour, all four left-turn movements and the eastbound and westbound through movements were estimated to operate at LOS E.

The 95th percentile queues for the eastbound left-turn movement were calculated to extend up to 308 feet and the queues for the westbound left-turn movement were calculated to be 451 feet or less. The 95th percentile queues for the northbound left-turn movement were estimated to be up to 47 feet. The 95th percentile queues for the southbound left-turn movement were estimated to be 543 feet or less.

Recommendations: No mitigation measures are recommended, except to ensure the storage length is adequate to accommodate the queue lengths and that signal timing is adjusted once volumes are generated. The ultimate design of this intersection already is expected to provide multiple left-turn and free right-turn lanes to accommodate the high volumes to/from the future Crystal Valley Interchange. The cycle length is assumed to be maxed out at 150 seconds. No other mitigation measures are available for consideration.

The intersection of Collector A and Twin Oaks Road was evaluated with a signal and roundabout. Both traffic control options were calculated to operate at LOS A in the three peak hours. The 95th percentile queues with the signal were estimated to extend to 320 feet or less and with a roundabout the queues were estimated to extend 50 feet or less.

Table 13 lists the estimated queues for all the study intersections. **Figure 14A** illustrates the recommended intersection design with mitigation measures as either background (non-project related) or project-implemented (by phase). **Figure 14B** illustrates the anticipated phasing of roadway construction, widening, and intersection connections. **Figure 15** summarizes the daily volume on the internal roadways with the full buildout.

7.0 Queuing Analysis

A queuing analysis was performed to determine if the average and 95th percentile queues would be accommodated by the existing or future storage length and if any of the queues impact an upstream intersection/access. **Table 13** provides the storage lengths and the 95th percentile queues for each existing

and future scenario as calculated by Synchro or Sidra (assuming each vehicle utilizes 25 feet of space). It should be noted that the 95th percentile queue length is a theoretical queue that is 1.65 standard deviations above the average queue length. In theory, the 95th percentile queue would be exceeded 5% of the time based on the average queue length, but it is also possible that a queue this long may not occur.

As shown in **Table 13**, majority of the queues are shorter than the provided storage length in all scenarios. Queues that exceed existing or future storage lengths are highlighted in blue text. The maximum queue length is highlighted in purple text. The study intersections that will be at or near capacity are anticipated to experience longer queues with any additional traffic. There are several intersections that will need long storage lengths to maintain the calculated queues. There are a couple existing auxiliary lanes that will not be able to be lengthened to accommodate a future queue since they are limited by adjacent accesses/intersections.

8.0 Dawson Trails Boulevard Access Plan

A high-level access management plan has been developed for Dawson Trails Boulevard through the project site. The purpose of the plan is to provide approximate locations of full movement access and provide the estimated distances between these intersections. Majority of the full movement intersections on Dawson Trails Boulevard are proposed to be multi-lane roundabouts with a signal at Crystal Valley Parkway/Collector A. **Figure 16** illustrates the access management plan for Dawson Trails Boulevard for full movement intersections.

The <u>Town of Castle Rock Transportation Design Criteria Manual (2018)</u> states that "full access to major arterials shall be limited to one-half (1/2) mile intervals or more, plus or minus 200-feet, in order to achieve good speed, capacity and optimal signal progression" in Section 3.2.3.4.B. As shown on **Figure 16**, the intersection spacing is less than ½ mile between all of the intersections. This criterion is unnecessary on a corridor that has roundabouts instead of signals since the required ½ mile spacing is to optimize progression of the signal timing along the main thoroughfare to maintain a speed of 45 mph. With roundabouts, progression is not needed and closer intersection spacing can be achieved with high efficiency. For those intersections identified as signal or potential signal, it is anticipated that progression can be achieved. A variance request has been submitted to the Town.

At this level of analysis, accesses between the full movement intersections have not been identified and will be decided and evaluated at the SDP/filing stage of this project. It is anticipated that any additional

access intersections will be restricted to ¾ movement or right-in, right-out to reduce congestion and improve safety along Dawson Trails Boulevard.

9.0 Conclusions

The Dawson Trails project proposes to develop up to 5,850 single-family or multi-family dwelling units and 3.2 million square feet (sq. ft.) of commercial space, including retail, office, light industrial, and flex space. The site plans to provide land for two elementary schools and one high school, as well as a large regional park with a recreational center. The Dawson Trails property is on the west side of I-25 on the south end of Castle Rock and in the vicinity of the future Crystal Valley Interchange. The development will be phased over time and this traffic study assumes the first phase will be completed by Year 2025, the second phase will be completed by Year 2030, and the final phase will be completed by Year 2040.

The project includes multiple access locations along the future extension of Prairie Hawk D<u>rive</u>, named Dawson Trails Boulevard south of Plum Creek Parkway and through the project. Internally other collector and local streets will be constructed to provide the most beneficial access into and around the site, which will be evaluated at the filing level. Several trails are planned to provide mobility and accessibly for people walking and biking.

The project is estimated to generate approximately 87,025 daily trips with about 6,700 trips occurring in the AM peak hour, 8,760 trips occurring in the PM peak hour, and 8,385 trips in the Saturday midday peak hour at full build-out. Nearly 35% of the total project trips will be home-based trips and internal to the Dawson Trails site between residential planning areas to/from the commercial space, schools, and recreational areas. It was determined that the proposed roadway system can accommodate the projected traffic volumes for buildout conditions. The phasing of the roadways and lane configurations are shown on Figure 14.

Figure 14 illustrates the recommended mitigation measures as either background (non-project related) or project-implemented. **Figure 15** summarizes the daily volume on the internal roadways with the full buildout. The responsibility and cost contribution of the anticipated roadway and intersection improvements are not a part of the traffic impact study but are anticipated be negotiated within future development agreements.

Northeast Regional Office 6060 Broadway Denver, CO 80216 P 303.291.7227

September 20, 2021

Sandy Vossler, Senior Planner Town of Castle Rock Development Services Department 100 N. Wilcox Street Castle Rock, CO 80109

RE: Dawson Trails Planned Development (Project #PDP21-0001)

Dear Sandy Vossler:

Thank you for the opportunity to comment on the Dawson Trails Planned Development (PDP21-0001). The mission of Colorado Parks and Wildlife (CPW) is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. Our goal in responding to land use proposals such as this is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority.

The 2062-acre project area is located west of I-25 and south of Territorial Road in Castle Rock, CO Douglas County. The property currently consists of open meadows, pine trees, and Gambel's Oak.

The proposed development includes a plan to allow a maximum of 5,850 residential units on the property, together with a maximum of 3.2 million square feet of commercial and other non-residential uses. The proposed plan includes roughly 36% of the total land area to be designated as either open space or public land dedication (PLD).

The main impacts to wildlife from this development include fragmentation and loss of habitat. Fragmentation of wildlife habitat has been shown to impede the movement of wildlife across the landscape. Open space areas are more beneficial to wildlife if they connect to other nearby natural areas creating corridors for movement. The areas of wildlife habitat that most closely border human development show heavier impacts than do areas on the interior of the open space. However, when open space areas are smaller in size, the overall impacts of the fragmentation is greater (Odell and Knight, 2001). By keeping open space areas larger in size and contiguous, the overall benefit to wildlife increases dramatically.

Although it is impossible to eliminate fragmentation and habitat loss with any development, impacts to wildlife can be minimized through the use of clustering configurations, density reduction, and providing open space and corridors for wildlife. With respect to the proposed project, clustering the anticipated lots and allowing a continuous corridor is encouraged to minimize fragmentation of wildlife habitat and increase the size of open space or undisturbed areas on the parcel.



When planning trails, special consideration should be given to the impact trails have on wildlife within the area. Trails have the ability to contribute to fragmentation of habitat, disrupt the natural movement of wildlife through an area, and spread noxious weeds. Trails should not cut through riparian areas or wetland areas and should remain at least 150 feet from each side of a riparian/wetland area. Trails should also be placed at the edges of open space areas and should be no wider than 8 feet throughout their entire length.

Noxious weeds should be monitored very closely. The spread of noxious weeds on and around the property is a concern for wildlife. Invasive plants endanger the ecosystem by disturbing natural processes and jeopardizing the survival of native plants and the wildlife that depend on them. CPW recommends the implementation of a weed management plan that may already exist within Douglas County.

CPW would expect a variety of wildlife species to utilize this site on a regular basis, including small to mid-sized mammals, big game, songbirds, and raptors. Raptors are protected from take, harassment, and nest disruption at both the state and federal levels. Should a raptor nest be discovered or constructed on the property, CPW recommends the coordination of buffer zones around the nest during the nesting and fledging seasons. This will prevent the intentional or unintentional disturbance and destruction of an active nest. For further information on this topic, a copy of the document "Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors" can be provided by the local District Wildlife Manager (DWM) upon request.

Prairie dog colonies may exist within the development site, and with that, the possibility exists for the presence of burrowing owls. Burrowing owls live on flat, treeless land with short vegetation, and nest underground in burrows dug by prairie dogs, badgers and foxes. These raptors are classified as a state threatened species and are protected by both state and federal laws, including the Migratory Bird Treaty Act. These laws prohibit the killing of burrowing owls or disturbance of their nest. Therefore, if any earth-moving will begin between March 15th and October 31st, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey can be obtained from the local District Wildlife Manager.

CPW also recommends that any prairie dog colony discovered on the property be completely vacated of living animals prior to the start of any earth-moving. If prairie dogs are present and any earth-moving is to be done on site, CPW recommends euthanasia or relocation (with the appropriate permit) prior to any work being done. If relocation is chosen, please consult with the local District Wildlife Manager for the required permit.

Due to the location of this proposed project, it is inevitable big game species including elk, deer, bear, and mountain lion will be present, as well as additional small game mammals. Based on data outlined in CPW's Species Activity Mapping, part or all of the property contains the following designations:

- Black Bear Summer Concentration Area
- Black Bear Overall Range
- Mt. Lion Human Conflict Area.
- Elk Resident Population Area
- Elk Summer Range

- Mule Deer Summer Range
- Mule Deer Resident Population Area
- Mule Deer Winter Range
- Preble's Meadow Jumping Mouse Overall Range
- Golden Eagle Breeding Range
- Peregrine Falcon Foraging Area

As mentioned above, the project area lies within excellent bear and lion habitat, and both species will be observed in the area. Residents should expect to see these species and be familiar with how to avoid conflicts with them. Each year, CPW is forced to euthanize bears as a result of human-bear conflicts which typically begin with bears accessing attractants including human food, trash, and birdfeeders/hummingbird feeders. Residents should be provided with CPW documentation on human-wildlife conflict prevention and mitigation. Prospective buyers should be informed that wildlife such as foxes, coyotes, deer, elk, bears, mountain lions, etc. might frequent the residential area in search of food and cover. Residents residing in this area should take the proper precautions to minimize conflicts by supervising and protecting their pets and reducing attractants on their property. Homeowners can do their part by reviewing CPW literature and learn how to avoid inviting wildlife into their yards. Due to the potential for human-wildlife conflicts associated with this project, please consider the following recommendations when educating future homeowners about the existence of wildlife in the area:

- Develop and enforce strict policies on the management of human food, trash, bird feeders, and other attractants on the properties.
- Inform residents that the intentional and unintentional feeding of big game animals is illegal.
- Place all trash in bear-resistant trash cans and dumpsters with a locking mechanism. Information on bear-resistant devices can be obtained through the local DWM.

Thank you again for the opportunity to comment on the Dawson Trails Planned Development (Project #PDP21-0001). Please do not hesitate to contact CPW about ways to continue managing the property in order to maximize wildlife value while minimizing potential conflicts. If you have any further questions, please contact the local District Wildlife Manager, Sean Dodd, at (303) 291-7134.

Sincerely,
Main most

Matt Martinez

Area Wildlife Manager

Cc: M. Leslie, S. Schaller, S. Dodd

Neighborhood Meeting Summary - Dawson Ridge PD Amendment First Neighborhood Meeting - April 13, 2021 from 6:00 PM - 7:15 PM

Norris Design held a neighborhood meeting to discuss a proposed Major Planned Development (PD) Amendment to the Dawson Ridge PD and a portion of the Westfield Trade Center PD located west of Interstate 25 (I-25) and West Frontage Road, approximately one-mile south of Plum Creek Parkway and one-mile north of Tomah Road. A vicinity map and copy of the presentation is attached.

This meeting represented the first required neighborhood meeting. The Meeting was conducted virtually via Zoom. The neighborhood meeting was offered to all property owners and Homeowner Associations (HOA) within 500-feet of the proposed project, as well as property owners beyond 500-feet whose properties are adjacent to the West Frontage Road. In addition, the Plum Creek, Heckendorf, and Crystal Valley HOAs, and the Lanterns developers were sent notices of the meeting. Written notices were sent out, the property was posted with Public Notice signs and a notice was posted on the Town website 15 days prior to the meeting. The written notice and website posting included a vicinity map, a project narrative, a concept development plan, and a concept land use plan. The meeting was held on Tuesday, April 13, 2021 from 6:00 PM to 7:15 PM. The following represents a summary of the first neighborhood meeting.

Applicant Representatives:

- Lawrence Jacobson, Westside Development Partners
- Jake Schroeder, Westside Development Partners
- Mitch Black, Norris Design
- Alisha Hammett, Norris Design
- Jeremy Lott, Norris Design
- Stacey Weaks, Norris Design
- Steve Tuttle, Fox Tuttle Traffic Engineers
- Blake Calvert, Core Civil

Town Representatives:

- Sandy Vossler, Planning
- Cara Reed, Community Outreach Liaison
- Keith Johnston, Public Works
- Brian Kelley, Public Works
- Aaron Monks, Public Works
- Tom Reiff, Public Works Traffic
- Brian Peterson, Parks and Recreation
- Bob Slentz, Town Attorney's Office
- Tara Vargish, Development Services

Public Participants:

- 303.578.6260
- 303.681.8078
- 303.901.0725
- 303-856-5788
- 720.737.2047
- 012671
- Aaron Monks
- Al Heinrich
- Art Griffith
- Barbara Shaw & Otto Biasio
- Bates
- Betsi and Tom Young
- Blake Amen
- Bm
- Bob and Cathy Dewald
- Bob Krebs
- Brad Stettler

- Bryan Scott
- Cameron McClellan
- Carol
- Carol Szanjnecki
- Chad C
- Chad Rodriguez
- Chuck Hutton
- Claudia Ura
- Craig
- Damian Cox
- Dan Branda
- Dan Clemens
- Dan Koda
- Danny Chapparo
- Dave Hammelman
- David Boyle Sr
- Dawn
- Dawn Granie
- Denny (dennis) & Gina Ingram
- Diana & Robert Hopper
- Diane
- Diane
- Don Skidmore
- Donna Wempen & Robert Parkhurst
- DT
- Eileen
- Evan
- Gina Eckert
- Gloria Martin
- GUEST
- H Keith Johnston
- J Hollberg
- Jai Chinakonda
- Jamee, Haines
- Jason Rouse
- Jennifer Oceguera
- Jill Cox
- Jim
- John
- John Graboski
- John Santiago
- John Wright
- John Feher
- Joseph Showers
- JT
- Justin Stone
- Kathy Heinrich
- Katie James
- Katrina Jennings
- Kay Kireilis
- Kevin Smith
- Kristin Read
- Krista

- Larry Larkins
- Larry Martin
- Larry Walters
- Laura & Dan Thompson
- Lauren
- Lesli Frits
- Linda
- Linda Clark
- Lisa Skidmore
- Loren Ligocki
- Lucy Block
- Margit Evensta
- Mark Witkiewicz
- Melanie
- Mick Madsen
- Mike Rector
- Monica Keady
- Morgan Parks
- Morgan Parks (2)
- Office Computer
- Park Jennigs
- Paul Moss
- Ray & Joyce
- Richard
- Renee Rodrigue
- Salihagic
- Sean Dodd
- Shanda Staggs
- Shawn Martin
- Sue Parks
- T Ferguson
- Tania Martinez
- Tara Vargish
- The King
- Theresakepple
- Tim Evans
- Tom
- Tom Calhoun
- Tom Cathy Olson
- Trathman
- Val R
- Vivien & Richard Van Buren
- Vonnie Hoffmeyer
- Wade
- Walt
- Wed
- Win7j
- Zach

The applicant presentation discussed the following:

- History of the annexation and zoning, the infrastructure construction, the project bankruptcy and years of dormancy.
- Background on Westside Development Partners and previous projects.

- Overview of the proposed land plan; mix of uses, Interchange Overlay District at new interchange, 5800 dwelling units, 3.2 million square feet of commercial/office/retail/restaurant/industrial.
- Overview of West Frontage Road and Crystal Valley/I-25 Interchange projects and Town, Douglas County and State collaboration efforts.
- Location of primary road connections and no road connections to the west.
- Timeframe for submittal in early June.
- Flowchart of Town processes, including PDP Amendment, Site Development Plan, Platting, Site Grading, Infrastructure
 construction, Building Permits and Certificate of Occupancy.

The remainder of the meeting was focused on answering questions from the participants that were submitted in writing via the Zoom Chat function. The sign-in sheet forwarded from the development team indicated 133 participants, which included Town and Applicant representatives. Questions were directed to the Developers, the Planning and Engineering consultants and Town staff. All questions submitted were downloaded, and all questions and answers covered in the meeting were also captured. At the close of the meeting, Ms. Hammett asked that anyone who's question wasn't answered or who may have additional questions to email them to her. She would respond in writing within 72 hours.

The participants raised concerns about increased traffic on county roads, the West Frontage Road and impacts of the new interchange. They also asked about and stated concerns over the cost of the interchange, Town plans to annex Twin Oaks properties, the location, amount, width and definition of open space, impacts to wildlife, especially elk herds traversing the property, whether there would be domestic wells and septic systems on the property, whether there would be equestrian trails in the open space, what type of commercial is expected, the timing for construction, the status of current zoning on the properties, what is sustainable development, West Frontage Road ROW north of Westfield Trade Center, any feedback from the RR on the realignment of the frontage road and the new interchange, types of traffic studies that are required, the amount and status of ground water rights associated with the property, whether the Town will pump water on the site. In addition to the questions and concerns raised during the neighborhood meeting, staff received emails from several nearby residents with questions and comments in the two weeks prior to the meeting, and received a few more emails following the meeting with additional questions and comments.

Staff has attached the vicinity map, a copy of the presentation, the sign-in sheet and the questions submitted and those answered during the meeting.

Neighborhood Meeting Summary - Dawson Trails PD Amendment Neighborhood Meeting #2 - May 24, 2021 at 6:00 PM

Westside Investment Partners, Inc. held a neighborhood meeting to discuss a proposed Major Planned Development (PD) Amendment (to be named Dawson Trails) to the Dawson Ridge PD and a portion of the Westfield Trade Center PD located west of Interstate 25 (I-25) and West Frontage Road, approximately one-mile south of Plum Creek Parkway and one-mile north of Tomah Road. A vicinity map and copy of the presentation are attached.

The first required neighborhood meeting was held virtually on April 13th. A second pre-submittal neighborhood meeting was scheduled because attendee feedback indicated that some attendees wanted to be able to ask their questions live and not type them. This second meeting was held in the Town Hall Town Council Chambers as a hybrid meeting, with in-person and virtual participation offered. Written notice of the meeting was sent to all property owners and Homeowner Associations (HOA) within 500-feet of the proposed project. Additionally, the property was posted with Public Notice signs and a notice was posted on the Town website 15 days prior to the meeting. The written notice and website posting included a vicinity map, a project narrative, a concept development plan, and a concept land use plan. The meeting was held on Monday, May 24, 2021 from 6:00 PM until approximately 8:10 pm. The following represents a summary of the first neighborhood meeting.

Applicant Representatives:

- Lawrence Jacobson, Westside Investment Partners
- Jake Schroeder, Westside Investment Partners
- Kevin Smith, Westside Investment Partners
- Mitch Black, Norris Design
- Alisha Hammett, Norris Design
- Jeremy Lott, Norris Design
- Stacey Weaks, Norris Design
- Steve Tuttle, Fox Tuttle Traffic Engineers
- Blake Calvert, Core Civil

Town Representatives:

- Caryn Johnson Town Council Member
- Laura Cavey Town Council Member
- Tim Dietz Town Council Member
- Sandy Vossler, Development Services (DS) Planning
- Cara Reed, DS Community Outreach Liaison
- Julie Parker DS Administration
- Tara Vargish DS Director
- Dave Corliss Town Manager
- Shannon Eklund Town Manager's Office Administration
- Santi Smith DS Technical Coordinator

Public Participants:

Approximately 20 community members attended the meeting in-person.

- Randy Bruns
- Carol and Jerry Wrightsmare
- R. Eisele
- Cheri Anstrand
- Katrina and P. Jennings

- Don and Lisa Skidmore
- Joe Showers
- Jack and Gina Eckert
- Zachary and Becky P.
- Levi Lowell
- Damian Cox
- Richard Van Buron
- Joan Boyd
- Tim Lowell
- Rory Hodgson

Approximately 55 people attended the meeting virtually.

- Andrea Daihl
- Bev Clemens
- Bruce MacCormack
- Cali Nichols
- Call in user 3- 303946
- Carol Szajnecki
- Chad Carloss
- Craig Obrien
- D. White
- Dan Banda
- Danny Chapparo
- David Boyle
- Dawn Granie
- Dean Stange
- Dennis Ingram
- Diana Hopper
- Diane Evans
- Diane Hollberg
- Elieen Woodzell
- Gary Parkhurst
- Glen Burmeister (x2)
- Gloria Martin
- Joanne Klotz
- Joe K
- John
- John Hollberg
- John Smith
- Julie Heath
- Kay Kirelilis
- Kelly
- Kenneth Ho
- Kevin Wrede
- Larry Larkins
- Larry Martin
- Laura Thomspon
- Lauren Tempel

- Lesli Fritts
- Lisa Sutton
- Margit Evensta
- Mark Jurgemeyer
- Melissa Hoelting
- Mina Tucker
- Pamala Orr
- Randy Parks
- Robert Smith
- Ross Woodzell
- Shawn Martin
- Sue Parks
- Tim Lowell II
- Tom and Betsy Young
- Trish Riber
- Vicki
- Wade Deberry

Members of the applicant's development team presented the following information and the attached PowerPoint.

- History of the property of the last 40 plus years.
- The proposed land use framework including a 25% reduced density, >50% open space, parks, trails, mixed use neighborhood, commercial/office/retail, variety of housing types, neighborhood and national retailers, and primary employment.
- Buffers between new development and surrounding County residential properties, and distance between Dawson Trails lot lines and existing County homes.
- Expansion and extension of the West Frontage Road.
- Crystal Valley Parkway Interchange location and estimated timeline.
- Proposed Interchange Overlay zoning at the Crystal Valley Interchange.
- Proposal compliance with the Southwest Quadrant Plan and the Town's Comprehensive Master Plan.
- Estimated Timeline for submittal and review, with public hearings anticipated in the late Fall.
- Various steps and applications in the Town development approval process; PD Plan amendment, Site Development Plan, Platting, site grading and infrastructure construction, building permits, infrastructure acceptance by the Town, Certificates of Occupancy.

The remainder of the meeting was an open question and answer period. Attendees, both present in-person and participating remotely, were given an opportunity to direct their questions and concerns to the development team and Town staff. The development team compiled a list of attendees indicating approximately 77 community members participated in the meeting. The team also captured the questions and answers that were discussed (copy attached).

The participants raised questions and concerns similar to those expressed at the April 13th neighborhood meeting. Specifically there were inquiries and discussion of the cost, timing and funding of the new interchange and frontage road improvements, increased traffic on County roads, water resources available to serve the development and impacts on existing domestic wells, businesses that would be allowed in the commercial areas and who decides which businesses will be allowed to move in, how long will access to their properties be impacted, what are the IO PD permitted uses and development standards, reduction of light pollution, the types of trails proposed, requests for wider buffers and reduction in number of units, opposition to multifamily housing, what are the long term anticipated impacts of the project, location of the parks, preservation of quality of life for surrounding residents, impacts to wildlife on and surrounding the property and preservation of corridors, location of access points to the new development, how is feedback being tracked.

Neighborhood Meeting Summary – Dawson Trails [Proposed Rezoning: Residential, Mixed Use, Office, Industrial] – 2062 acres

Neighborhood Meeting #3 – Oct. 12, 2021, 6:00 p.m. to 8:00 p.m.

Location and Format – P.S. Miller Library, Hybrid

Westside Partners held a neighborhood meeting to present and discuss the Dawson Trails PD Plan and Zoning as submitted to the Town for first review on August 18. The proposal includes 2200 MF units, 3650 SF-D units, 3.2 million square feet of non-residential (1.9M s.f. Flex space, 200K s.f. Office, 553K light industrial, 535K retail), 751 (36%) acres open space, and 245 (12%) acres public land. The public land dedication anticipates one high school, two elementary schools, a regional park and Town recreation and fire facilities.

This meeting represented the third required neighborhood meeting; additional neighborhood meetings will be held prior to the public hearings. The meeting was conducted in a hybrid format. The neighborhood meeting notice was mailed to all property owners within 500-feet of the project site, as well as surrounding HOAs, and property owners adjacent to the west frontage road. The written notice included a project narrative, vicinity map, PD Plan, and trails plan. Approximately 21 people attended in person and 17 attended virtually. The following represents a summary of the neighborhood meeting.

Applicant Representatives:

- Larry Jacobson, Westside Partners
- Jake Schroeder, Westside Partners
- Mitch Black, Norris Design
- Jeremy Lott, Norris Design
- Stacey Weaks, Norris Design
- Ty Robbins, Norris Design
- Dave Jenkins, Norris Design
- Blake Calver, CORE Engineering
- Steve Tuttle, Fox/Tuttle Traffic Consultants

Town Representatives:

- Camden Bender, Community Outreach Program Manager
- Cara Reed, Neighborhood Liaison
- Sandy Vossler, Senior Planner
- Tara Vargish, Development Services Director
- Caryn Johnson, Town Councilwoman, District #5
- Tim Dietz, Town Councilman, District #6

In-person Attendees

- Don & Lisa Skidmore
- Lesli Fritts
- Bev Clemens
- Jan & Glen Burmeister
- Rory Hodgson
- Cliff Orson
- Scott Allmon
- Doug Schull
- Sue Parks
- Joe Showers
- Mike Rector
- Katrina Jennings
- Randy Parks

- Dennis & Gina Ingram
- Peter Smith
- Jerry & Carol Wrightsman
- Al Heinrich

Virtual Participants

- 1. Melanie Calhoun
- 2. Mark Albright
- 3. Carol Kingery
- 4. Damian Cox
- 5. Larry Larkins
- 6. Tom Rathman
- 7. Diane Fischer
- 8. Scott Allmon
- 9. Now
- 10. Almikolajczyk
- 11. Carol
- 12. Craig
- 13. Kathy Heinrich
- 14. Kristi Cal
- 15. Janet Redmond
- 16. Galaxy S21 Ultra 5G
- 17. 13039109448

The applicant presentation discussed the following:

- Project summary of
 - Vicinity map
 - Property history
 - Submittal package to the Town
 - o PD Plan
 - Crystal Valley Interchange update
 - West Frontage Road Update
 - Interchange Overlay Planning Areas
 - Site Utilization breakdown
 - Character Areas
 - Open Space and Public Land
 - Phasing Plan
 - o Compliance with the Southwest Quadrant Plan and Comprehensive Master Plan
 - Anticipated timeline for public hearings

Attendees and participants had the following comments and questions:

- Frontage road safety from increased traffic, including construction vehicle traffic. Will there be a commitment to have frontage road complete before any development happens? Response: Applicant is working with Town to ensure frontage road is in place, is working to have emergency access in place, and working on timing specifics through future development review (CDs, DA). Town's firm position is interchange and frontage road must be open. Applicant's understanding is that horizontal site work may concurrent with CVI construction.
- Would capping annual building permits affect the financial viability of the project? Applicant: Development is operating under current conditions and regulations.
 - Where is water coming from and will it affect existing wells? Applicant: Water efficiency plan is part of PDP amendment. Dawson Trails will tie into town's infrastructure to provide water. Town has robust standards for responsible and efficient water use.

- Concern with motorists using frontage road like another highway lane. Applicant: Road will be constructed in accordance with Town standards and will involve many key stakeholders and agencies to review and approve design.
- Traffic Issues; what studies have been done, or are planned to determine the impact to Twin Oaks community? How to mitigate negative impacts? The trip generation 8 trips per household will have an overwhelming impact to the community. Why medium density on northern edge adjacent to Twin Oaks vs. low density and larger lots for better transition/cushion? Applicant: Traffic study considers interchange, frontage roads, access points, with background data being factored in. Traffic study under review by the Town. Roads will be designed to provide sufficient capacity to handle traffic demand. Street system avoids carrying collectors further into site than necessary, for infrastructure efficiency purposes. Extent of infrastructure determines density and intensity of certain areas.
- Reference to page 15 of the PDP provision committing to not reducing perimeter buffers should apply to all
 planning areas adjacent to County development. Applicant: Acknowledges the omission and will update
 document to add the same provision to other planning areas adjacent to County development.
- Is there a minimum required density necessary to trigger construction of the interchange? Applicant: Interchange is already needed, and this development is needed to contribute and participate in the design and construction. We can now factor in proposed density of project and will factor in commercial SF as well. We now have known numbers to include to inform the improvement details.
- Recently purchased home in Twin Oaks, is concerned with proximity to homes in Dawson Trails, do you want to buy my house? Applicant: Not interested in purchasing the property.
- Who can we reach out with additional questions and more information? There are lots of unknowns at this point
 and is there any reason why we can't wait until infrastructure is in place, and wait before committing to these
 plans? Applicant: Developer is working towards a plan that has long term viability and resilience to market
 shifts and changing circumstances. There is a strong desire to contribute to a high quality of life within Castle
 Rock.
- Concerned with traffic on Territorial Road and gravel roads throughout Twin Oaks with bridal easements, wildlife, horses, etc. How can you minimize traffic redirection in case of an accident on I-25 or poor weather? Applicant: Steve Tuttle, traffic consultant, the traffic study will consider all aspects and impacts, including possible cut-thru traffic. Intersection sizing, de-emphasizing certain access points, traffic calming techniques, and design elements to discourage cut-thru traffic will all be considered and implemented where appropriate.
- Expressed audio difficulties for online participants. Applicant: Increased volume and increased proximity to the laptop microphone.
- Roadway projects are behind construction throughout the metro area. Concerned with timing of completion of
 proposed roadway infrastructure. Will there be improvements made to Plum Creek Parkway? Recommended a
 higher growth rate factor in the TIS. Applicant: Regional modeling and assumptions from DRCOG have been
 used in the TIS. Study also incorporates known developments in the area, including Miller's Landing and
 associated improvements to Plum Creek Parkway.
- What are the water requirements (how much is required) and is there enough? Applicant: Blake Calvert, civil engineer, Development Agreement will quantify water resources to be dedicated to the Town. The Town is the water provider, and a water bank will be established for residential and non-residential units on site, as well as irrigation. Particular details are dependent on ultimate uses. A water consultant is working on a water efficiency plan which will inform site design decisions. The Town has informed developer that there is water resources and capacity available.
- Concerned with noise and light impacts on proposed PLD area at the SE corner of the site; it is not a good plan or
 location for a park and ball fields. The development also needs more OS and needs to downzone further to
 preserve quality of life and reduce impacts on wildlife. Applicant: Developer is taking wildlife impacts into
 consideration, including preserving open space and identifying OS corridors on the PDP.

The project is located in Councilmember Dietz' district.

The meeting adjourned at 8:00 p.m.; the library was closing and staff asked that the meeting be concluded.

Neighborhood Meeting #4
Dawson Trails Major PD Amendment (2062 acres)
Feb. 7, 6:00 p.m. to 9:00 p.m.
Location and Format – Town Council Chambers, Hybrid

Westside Partners held a neighborhood meeting to present and discuss the Dawson Trails PD Plan and Zoning, including changes to the plan since the previous neighborhood meeting held in October. The proposal is for 5,850 dwelling units to include single family attached and detached, and multi-family, as well as 3.2 million square feet of non-residential uses such as office, retail, and industrial. Approximately 751 (36%) acres open space, and 245 (12%) acres public land are proposed. The public land dedication anticipates one high school, two elementary schools, a regional park and Town recreation and fire facilities.

This meeting represented the fourth neighborhood meeting; an additional neighborhood meeting will be held prior to the public hearings. The meeting was conducted in a hybrid format. The written notice included a project narrative, vicinity map, PD Plan, and trails plan. Approximately 100 people attended in person and 84 attended virtually. The following represents a summary of the neighborhood meeting.

Applicant Representatives:

- Larry Jacobson, Westside Partners
- Jake Schroeder, Westside Partners
- Mitch Black, Norris Design
- Jeremy Lott, Norris Design
- Stacey Weaks, Norris Design
- Kevin Rohrbough, Core Engineering
- Blake Calvert, CORE Engineering
- Steve Tuttle, Fox/Tuttle Traffic Consultants

Town Representatives:

- Dave Corliss, Town Manager
- Mark Marlowe, Director, Castle Rock Water
- Tony Felts, Assistant Director
- Kevin Wrede, Planning Manager
- Camden Bender, Community Outreach Program Manager
- Cara Reed, Neighborhood Liaison
- Amy Becker, Administrative Assistant
- Julie Parker, Sr. Office Assistant
- Santi Smith. Technical Coordinator
- Sandy Vossler, Senior Planner
- Donna Ferguson, Senior Planner
- Laura Cavey, District #2
- Tim Dietz, Town Councilman, District #6

In-person Attendees: 100 people attended the meeting in person. See attached sign-in sheet.

Virtual Participants: 84 residents joined the meeting virtually. See Virtual attendees list.

The applicant's presentation included a PowerPoint presentation and discussion of:

- Project Overview
 - Vicinity map
 - Property history

- Dawson Trails Vision: Approximately 5,850 dwelling units including single-family detached, attached, Multi-family, Townhomes, Traditional, Semi-Custom and Custom. 3.2 million square feet of commercial uses to include grocers, restaurants, office, light industrial and primary employment opportunities.
- Conceptual Master Plan
- Plan Changes since October 2021 Neighborhood Meeting
 - Character Areas and Districts
 - Densities, maximum building heights and intensity of uses decrease from east to west.
 - Fixed Boundary Lines
 - Applies to Planning Area boundaries adjacent to existing county development in the West Character Area.
 - Transition Zone Standards
 - Contiguous to Fixed Boundary Lines
 - Area of largest minimum lot sizes, subdued building colors, exterior lighting restrictions, landscape screening, wildlife-friendly fencing.
 - West Character Area will have lower density, larger lots which were previous represented to be a
 minimum of 15,000 s.f. The plan has evolved, smaller lots are more desirable to reduce irrigated
 back yards and reduce water use. The minimum lot size in the Districts A transition zone is 8,800
 s.f.
 - Highway Sigh Standards
 - Only allowed within 300 feet of I-25 in Districts F and G.
 - Maximum height is 75 feet
 - 700 s.f. per sign face area, with a maximum of 2 signs faces.
 - LED highway signs no longer proposed
 - Architectural Standards
 - Applicable to non-residential development
 - Facades to include vertical elements, parapet walls, etc.
 - High quality, durable materials.
 - Low reflectivity colors
 - No unshielded light fixtures.
 - Water Efficiency Plan (WEP)
 - Design standards will apply to indoor and outdoor in residential and non-residential development areas.
 - Residential education, verification, monitoring and enforcement required in order to achieve compliance.
 - Wildlife accommodations
 - Compliance with all Federal, State and Local requirements.
 - Open space allows for wildlife movement
 - Density clustered to maximum contiguous open space
 - Wildfire Protection Planning
 - Town approved Community Wildfire Protection Plan.
 - Wildland/Urban Interface Wildfire Vegetation Management Plan is included in the PD Plan.
 - Open Space and PLD
 - Ridgeline is preserved
 - Buffers areas enlarged
 - East/West drainage corridors will be stabilized, but remain natural.
 - Trails have been removed from narrowest open space corridors and will connect through the neighborhoods.
 - Crystal Valley Interchange (CVI)
 - Preliminary CVI configuration was presented
 - West Frontage Road alignment
 - Town, County and Development have agreed on alignment from CVI to Tomah Road.
 - Roadway is in design.

- Douglas County is responsible for improvements from Dawson Trails southern boundary to Tomah Road.
- Anticipated Process Timeline
 - Next neighborhood meeting Spring/Summer 2022
 - Public Hearings Spring/Summer 2022

Questions, comments, and responses are grouped by general topic.

General Questions and Comments

- Q: Is there somewhere else in Castle Rock where this proposed non-residential uses could be developed? Are the homes being built to support the commercial?
 - A: The 3.2 million square feet of non-residential is intended to support Dawson Trails, the Town and County and the Region.
- Q: Where are the students going to go to school?
 - A: There is land set aside for two elementary and one high school in Dawson Trails. Douglas County School District is a referral agency and has been on the property to identify preferred locations. The land will be zoned to allow school use and dedicated to the Town to hold until needed by the School District.
- Q: Where else have you developed that is adjacent to rural areas? Dawson Butte open space is an area dedicated for the benefit of wildlife. No matter what you do with experts and clustering, this plan will not support the wildlife, and they will die. You should buy property elsewhere to compensate or dedicate \$10 million dollars toward the purchase of other land.
 - A: The applicant requested time to consider the request.
- Q: I live in Castle Mesa and we don't have an HOA that receives notices and invitations.
 - A: The submittal documents are online.
- Q: Does the Town require a certain housing type?
 - A: No, the Town doesn't specific a certain type or quantity of housing types. The vision for Dawson Trails is to provide a range of housing types to appeal to and meet the needs of a cross section of the population.

Comment: Based on the growth of Castle Rock since Dawson Ridge was initially zoned, the number of dwelling units should be cut in half.

Comment: The county development is large lot, acreage lots, and the densities in the A and B Districts are higher density development. There is a disconnect.

Comment: The residential is a pain in the neck for you. You could very simply drop down to 5,500 dwelling units. It's not big money for you.

Character Areas, Districts, Fixed Boundaries and Transition Zones

- Q: What can be built in the Transition Zone and open space buffer? Can densities in B Districts be reduced to match A. A: No residential or non-residential development may be constructed in the opens space buffers adjacent to existing Douglas County development. The transition zone has development standards for minimum lot sizes, color, lighting, etc. The flatter topography in District B and its proximity to the interchange are conducive to higher density, unlike District A where draws, hills and outcroppings makes lower density, clustered development more appropriate.
- Q: How does a density of two dwelling units/acre fit with reduced density in the A Districts?
 - A: The residential development will be clustered to achieve the density and preserve open space.
- Q: Could the lots in the A District be enlarged to provide a larger buffer?
 - A: The development plan does not include large acreage lots. By clustering and providing open space buffers, the open space is held for the common use and kept out of private property ownership.
- Q: How is the density of multi-family calculated?

A: Typical multi-family development would be several acres. Each unit is counted against the maximum number of units allowed. Duplex would be two units. A complex with 100 apartments would be 100 units.

Roadway System, CVI and West Frontage Road, TIA

- Q: Is there a road planned west from Dawson Trails to Highway 105, other than Twin Oaks and Clarke Roads?
 - A: No new road connections are planned from Dawson Trails west to Highway 105.
- Q: Dawson Trails is adjacent to large lot county development. The only way to travel west to Hwy. 105 is via Twin Oaks Road and Peakview Road. We ride our horses, bikes and we hike along our roads. Will the county residents have access to the Dawson Trails trails for hiking and horse-riding? How will Keene Ranch private equestrian trails be protected and Dawson Trails residents be stopped from trespassing?
 - A: The connection points are being coordinated with Douglas County. The feedback from the public to-date has generally been that interconnected trails are not desired, since that would allow Dawson Trails residents to access trails in Twin Oaks and Keene Ranch. The applicant is aware of the Keene Ranch trail easements. At the time of site planning, and platting, the boundaries of the dedicated open space will be established, along with points of access, and potential trespassing signage.
- Q: The changes are appreciated, but I still don't want this to move forward. You said you don't care about the Twin Oaks roads, is that still the case? Is Briscoe Lane going to connect to the commercial area?
 - A: The developer does not have control over the county roads in the Twin Oaks subdivision. The Town, County and developer are collaborating on preliminary Twin Oaks Road and Clarke Road intersection sketches; consultants are working on potential options. Briscoe Lane will not connect to Dawson Trails; that connection was vacated several years ago.
- Q: Will you include Larkspur in the traffic analysis? Traffic during the Renaissance Festival is always bad and this is only going to make it worse. Will there be a traffic light at Bear Dance and Tomah Road? I'm afraid I won't be able to get out of my house.
 - A: The Town of Castle Rock traffic engineers require background traffic to be included in the traffic modeling in the TIA. Any off-site road improvements or intersection controls necessitated by the Dawson Trails development will be identified in the final TIA.
- Q: I'm alarmed to hear there will be a Park and Ride? Why and who's is going to use it?
 - A: The Town is planning ahead for future transit.
- Q: Will the new west frontage road be constructed before the development is started? Who's paying for it?
 - A: The new west frontage road will be constructed concurrent with the CVI and required to be open when the interchange opens. The interchange is expected to open in 2025. The developer will be contributing to the interchange and is responsible for the west frontage road design and construction of two lanes form the interchange to the southern boundary of Dawson Trails. The Town is responsible for two lanes, also to the southern boundary.

Architectural Standards and Highway Signage

- Q: Do the architectural standards address noise?
 - A: The architectural standards address how things will look. The Town noise ordinance will apply to Dawson Trails.
- Q: The height of the highway oriented signs is a concern. Many people have their view to the east and 75' signs will impact their view. Will you consider that the south end of Castle Rock is rural and illuminated signs will be a negative impact.
 - A: The highway signs will not be LED.

Wildland Fire

- Q: The Town is ignoring their county neighbors when it comes to traffic, fire mitigation, evacuation. Is the Town taking into account traffic beyond what will be generated by Dawson Trails? During the Haymen fire, county residents couldn't get to the interstate; they were boxed in.
 - A: The Town requires the traffic analysis to consider existing traffic volumes, known as background traffic, in modeling the traffic impacts of the development. Regarding hazard evacuation, Tomah Road is currently an at-

- grade RR crossing. The realignment of the west frontage road and the CVI will eliminate evacuation through an atgrade crossing.
- Q: The Crystal Valley Fire Station already has a large area to cover, how is it going to be able to cover Dawson Trails?

 A: There will be a new fire station in Dawson Trails.

Water and Water Efficiency Plan

- Q: How much turf will be allowed?
 - A. The maximum turf is being determined in the Water Efficiency Plan.
- Q: The Denver Aquifer is volatile. Will the Town agree not to pump wells on the site? Will the Developer purchase a long term bond to be used if the county domestic wells go dry and the Town has to bring them into the Town's water system?
 - A: The Town will own the water rights beneath Dawson Trails, and reserves the right to drill wells. The applicant cannot provide an immediate answer regarding the bond, but will consider it.
- Q: Where is the water coming from to serve this development? How much water does Castle Rock use in a day? Is the Town required to have an augmentation plan? Do you have a plan to serve the site with water? Sterling Ranch has a conservation plan.
 - A: The ground water associated with the property will be dedicated to the Town. Dawson Trails have been in the Town's long-range plans to serve. The WEP will determine the amount of water that will be used. Home sites will not have individual domestic wells. The Town reserves the right to drill wells, but must follow the same state requirements for augmentations, etc. The Town is investing millions of dollars to be able to transition to 100% renewable water by 2055. The WEP is based on Town of Castle Rock requirements that are very stringent. The WEP is expected to meet or exceed the Sterling Ranch conservation plan.

Wildlife

- Q: There are elk, moose, bear and eagles observed on the property from time to time. There is insufficient space in the plan for migration. The trails should be kept closer to the homes. The recommendation of the Douglas County Area Resource manager should be followed.
 - A: The recommendations of the State of Colorado Natural Resources Division are being followed. There is no prescriptive requirement for wildlife corridors. There is no known wildlife migration corridor on the property. The plan proposes a connected open space network for wildlife movement. Fencing to safely accommodate wildlife will be required on peripheral lots.

The meeting adjourned at approximately 9:00 pm. The site is in Councilman Dietz' District #6.

<u>Attachments:</u> Link to dropbox containing the following (https://crgov-my.sharepoint.com/:f:/p/svossler/ErtF7etAGLZliocxGmusDSgB5iw7SYyKQDjiz4o8546tcQ)

- In-Person Sign-in Sheet
- Virtual Attendees List
- Presentation PowerPoint includes
 - Vicinity Map
 - Character Areas and Districts
 - Conceptual Plan
 - Open Space and Trails Plan
 - Phasing Plan
 - o Crystal Valley Parkway Interchange
 - West Frontage Road New Alignment

Neighborhood Meeting #5
Dawson Trails Major PD Amendment (2064 acres)
June 27, 6:00 p.m. to 7:40 p.m.
Location and Format – Town Council Chambers, Hybrid

Westside Partners held a neighborhood meeting to present and discuss the Dawson Trails PD Plan and Zoning will be proposed to the Planning Commission at a public hearing on July 7th. The proposal is for 5,850 dwelling units, to include single family attached and detached and multi-family units, as well as 3.2 million square feet of non-residential uses such as office, retail, and industrial. Approximately 748 acres or 36% of the site, will be set aside as open space, and 228 acres, 11%, will be dedicated as public land. The public land dedication anticipates one high school, two elementary schools, a regional park and Town recreation and fire facilities.

This meeting represented the fifth neighborhood meeting held prior to the Planning Commission hearing and was conducted in a hybrid format. The written notice included a project narrative, vicinity map, PD Plan, and trails plan. Approximately 23 people attended in person and 45 attended virtually. The following represents a summary of the neighborhood meeting.

Applicant Representatives:

- Larry Jacobson, Westside Partners
- Mitch Black, Norris Design
- Jeremy Lott, Norris Design
- Stacey Weaks, Norris Design
- Dave Jenkins, Norris Design
- Kevin Rohrbough, Core Engineering
- Blake Calvert, Core Engineering
- Steve Tuttle, Fox/Tuttle Traffic Consultants

Town Representatives:

- Dave Corliss, Town Manager
- Tara Vargish, Development Services Director
- TJ Kucewesky, Assistant Director
- Kevin Wrede, Planning Manager
- Julie Parker, Sr. Office Assistant
- Carissa Ahlstrom, Administrative Assistant
- Santi Smith, Technical Coordinator
- Sandy Vossler, Senior Planner
- Jason Gray, Town Council, Mayor
- Tim Dietz, Town Council, District #6
- Caryn Johnson, Town Council, District 5

Douglas County Representatives

George Teal, Board of County Commissioners

The applicant's presentation included a PowerPoint presentation, an overview of the history of the property and summary of the Dawson Trails vision and the proposed Planned Development (PD) Plan and Zoning Regulations. In the presentation of the PD Plan, the themes, uses and densities of the three Character Areas; West, Central and East were discussed. A slide comparing the current PD Plan to the plan presented at the last neighborhood meeting supplemented the summary of modifications made to the plan in response to public input and staff review comments. Specific modifications were itemized as follows:

- Planning Area refined
- Buffer widths increased
- Dawson Trails Boulevard alignment
- Location of community park
- · Public land acreage adjusted
- Pedestrian oriented district identified with specific development standards
- Twin Oaks entrance refined to mitigate traffic impacts
- EVA for Keene Ranch added

Transition Zones were explained and a summary of the applicable development standards were presented. The proposed Highway Oriented Sign Regulations discussion highlighted the prohibition on Electronic Message Signs, the maximum of eight signs allowed, the maximum 70-foot height, and maximum 700 square feet per sign face. A summary of the Architectural Standards indicated that variations in roof heights and shapes, use of light to medium intensity colors with low reflectivity and articulated facades would be required, among other standards.

The questions, concerns and feedback from those attending were similar to the issues raised at the previous neighborhood meetings. There were concerns expressed about impacts to wildlife, traffic volumes, cut-through traffic, and proposed development standards and uses. The following highlights the more specific questions.

Q: What happens if our wells go dry? Why aren't pipes being installed now to serve Keene Ranch and Twin Oaks?

A: Any extension of water to those surrounding subdivisions is a question for the Town as water provider.

Q: What happens if people don't follow architectural standards. What is the maximum height in West area? Will traffic be routed through Twin Oaks subdivision? How will trespassing be addressed? Why are there 3 well sites shown on the PD Plan?

A: Non-compliance with zoning regulations is an enforcement issue that would be addressed by the Town. The maximum height is 35', and only single-family detached homes are allowed. The developer has been working with Twin Oaks residents on new location and configuration of the entrance. Trespassing on private property is enforced through Castle Rock Police or Douglas County Sheriff. The Town has no current plans to drill water wells on the site, but reserves the right to do so, subject to the permitting criteria of the state engineer.

Q: What will be fenced?

A: Private lots within Dawson Trails will be fenced.

Q: Why don't we have someone here to answer trespassing and water well questions.

A: The Town Manager, Dave Corliss addressed the question. Colorado law protects water rights through processes and law. The Town wants to be a good neighbor. We are very sensitive and protective of water rights. The Town cannot drill and pump someone else's water. This development is going to look different than other development in CR due to the stringent water use restrictions of the Water Efficiency Plan. New fencing will not be installed along the exterior property line of the PD

The Town have over 100 miles of trails, many of which are adjacent to private property. Use and access is addressed through education and signage. No horses or motorized vehicles are allowed on Town trails. While the Town would have preferred consolidated areas of open

space elsewhere in the PD, we have encouraged the open space buffers in place on the edges of the PD. Subject area, technical experts will be present at the public hearings to address questions in detail.

Q: How many lanes will Dawson Trails Boulevard have and will it include bike lanes? When will portion to PC parkway begin.

A: The Interchange project include the extension of Dawson Trails Blvd from the interchange south to Tomah Road, which will open when the interchange opens. Bike lanes will be included on both sides of the road, with grade separated crossings. Dawson Trails Blvd to Plum Creek Parkway is in design, and will constructed in phases according to the traffic warrants.

The meeting adjourned at approximately 7:40 pm. The site is in Councilman Dietz' District #6.

Attachment I

Due to the volume and file sizes of email correspondence and attachments received by the Town, the copies of the emails are not attached to this staff report, but rather have been uploaded to shared folder that is accessible to the Planning Commission, Town Council and the public at https://crgov-my.sharepoint.com/:f:/p/svossler/EuqlR3HZCQ1Do6X0i-ONJIMBWf7I93WTFzATGQHAcV3nYg. Copies of the emails can also be downloaded and printed from the shared folder.

January 10, 2022

From the Twin Oaks Homeowners' Association

To the Town of Castle Rock's Town Council:

Thank you for requesting our comments on the first revision to the Dawson Trails PDP rezoning plan that would develop the open space surrounding the Twin Oaks neighborhood. While our specific concerns remain (outlined in our initial comments dated September 23, 2021 and attached), we reiterate that now is not the appropriate time to make significant decisions on what development and services the Town may need in the short and long term. As stated in our previous comments, we urge the Town to pause until the impacts of COVID are truly understood from a commercial and residential development perspective.

That said, no matter when and how Dawson Trails is developed, there are several key impacts we strongly urge the Town Council to mitigate. By "baking in" these requirements to the zoning plan, you can help ensure the established and mature communities surrounding Dawson Trails can retain much of their rural (and in our case, equestrian) feel, and individual property owners are less impacted by traffic, views, light, noise, and signage. As mentioned in our previous comments, those specific suggestions are:

- 1. Restrict the type of businesses allowed in Dawson Trails commercial areas to those with a market cap under \$1 billion;
- 2. Require minimum setbacks of 300 feet from the property line throughout, particularly along commercial zones;
- 3. Restrict building height to two stories throughout to preserve views;
- 4. Forbid any bright or neon lighting at any time, require streetlights to point down only, and forbid nighttime lighting on commercial buildings beyond minimal security lighting.

In addition, our residents have offered two additional suggestions since September:

- 5. Restrict commercial signage to the height of the building to preserve views;
- 6. Require xeriscaping and "water smart" landscaping in common areas (medians, etc.) and encourage residential developers to reduce landscaping that uses large quantities of water.

Thank you again for your time and consideration.

Sincerely,

Katrina Jennings, Twin Oaks Homeowners' Association President

On behalf of the Twin Oaks neighborhood

September 23, 2021

From the Twin Oaks Homeowners' Association

To the Town of Castle Rock's Town Council:

Thank you for requesting our comments on the Dawson Trails PDP regarding rezoning in anticipation of developing the open space surrounding the Twin Oaks neighborhood. We very much appreciate the Town's consideration of the impact of this proposal on our neighborhood, which is significant and in nearly all respects negative. We sincerely hope that the consideration extends beyond a mere hearing of our input into actions that protect not only Twin Oaks but the specialness of the Town of Castle Rock, which has all but disappeared as a result of severe over-development. This is a prime opportunity for the Town Council to show discretion, foresight, and courage that will incur the gratitude of the citizens and benefit the Town long into the future.

Executive Summary

Understanding that the proposal at hand is for rezoning, we are nonetheless submitting at this time a list of our overall concerns for the entire project. Not being development law specialists, we are not familiar with which issues pertain to rezoning and which come into play at a later stage. However it is clear to us that any issue not addressed as early as possible will be by-passed in this process due to developers' greed and avariciousness that has driven the obsession with developing every square inch of Castle Rock as quickly as possible. Stop or amend the rezoning and you stop or amend the project.

The Town Council has for years given lip service to "responsible development" and preserving Castle Rock's "small-town feel." The moment a luxury condo mega-plex was allowed to tower over our historic downtown, those promises rang hollow. To continue reckless expansion in this current era of extreme economic uncertainty, when existing businesses and residents of Castle Rock are struggling, lacks foresight. Supply chains and understaffing have Castle Rock consumers facing empty shelves and sky-rocketing prices, and we simply don't know what the future holds. The worst thing for Castle Rock would be another huge project like the outlet mall that sits half-empty five years after completion- or that is never even completed due to lack of supplies and labor and rising inflation.

The Crystal Valley interchange is not even formally drawn up yet let alone completed. We urge the Town to take a pause on development until this pivotal project is complete. Wait and see what it does to traffic. Wait and see if Miller's Landing can host successful businesses in a post-COVID economy. Wait and see if the outlet mall can recover. Wait and see if the Town can find a developer whose project will enable people who work in Castle Rock to live in Castle Rock instead of profiting off of another crop of rootless commuters who strain rather than enhance our local economy. Take a much-needed pause and earn a reputation for responsible development that endures.

Detailed Comments

Based on a survey of our residents and multiple community discussions, the following are our primary concerns:

1. Traffic through Twin Oaks

Between the forthcoming Crystal Valley interchange and this development, our neighborhood's dirt road will be destroyed by the traffic volume. Google maps directs people down our dirt road (Twin Oaks Road) to travel from the south end of Castle Rock out to Littleton. Our road will be inundated with commuter traffic to large employers like Lockheed Martin as soon as the interchange is completed.

Meanwhile, according to government statistics, 5,800 homes in Dawson Trails will mean 18,000 people with 11,600 cars taking 72,000 trips per day. If only 1/5th of those trips take Twin Oaks Road to cut over to 105, that's 14,400 additional trips on our rural dirt road. To put that in context, the County recently disapproved a development plan that would have put 600 additional trips on our road because it was deemed too destructive to the road.

Our neighborhood is what it is in part because of the dirt roads. We are an equestrian community, and the value of our properties depends on the usability of the roads for riding. Already there is so much traffic on the road that some residents no longer feel comfortable riding on it. The proposed development will make this road unusable for us: not safe to drive on, ride on, or walk on.

2. Traffic in Castle Rock

Castle Rock has already outgrown the Crystal Valley interchange. We appreciate the Town's position regarding the need for the interchange and its location, even though it will cause many problems for our neighborhood. But all of the Town's arguments regarding the interchange fall apart when it then turns around and adds 18,000 additional people in Dawson Trails, not to mention the huge developments still being put in on the East side of I-25. The interchange will improve nothing about Castle Rock traffic if this irresponsible development is allowed to continue. Enough is enough.

3. Water

All properties in Twin Oaks rely on private wells, so we are keenly attentive to the water questions surrounding this development. There are not enough water rights to support this development. Additionally, all the current talk of "graywater" sources is irrelevant: whether you can recycle the water or not, you need the water in the first place when you add 18,000 people. Currently that water does not exist.

We understand that Castle Rock has a good reputation for adhering to it water requirements and that appropriate water rights will be required of the developer. We intend to monitor this and hope that the Town will live up to its reputation in this regard.

4. Trails/Access

As an equestrian neighborhood, we maintain bridle easements between our properties that are open to all residents. We also enjoy access to trails around the neighborhood and with other neighborhoods. We are concerned both about our continued access to riding trails and of the likelihood of trespassing with overdeveloped cheek-by-jowl super-conforming housing and commercial properties pressed up against our backyards.

5. Wildlife – Favorable

Twin Oaks and its surrounding neighborhoods highly value the wildlife that shares our space. The proposed development will destroy a bald eagle nesting ground as well as territory home to elk, golden eagles, peregrine falcons, various other raptors, deer, and the occasional moose. It's simply heartbreaking to contemplate the cavalier destruction of one of the last remaining beautiful natural spaces in Castle Rock.

6. Wildlife - Unfavorable

At the same time, development threatens our properties, pets, and livestock due to the pushing into our neighborhood of undesirable wildlife such as prairie dogs, coyotes, bobcats, and mountain lions. We insist that the prairie dog infestation be dealt with by thorough extermination to prevent relocation into our neighborhood.

7. Setbacks

Understanding that there is no official Town requirement for setbacks, we would like to emphasize that it is in everyone's best interest to keep as much separation as possible between the town and country properties. Putting a commercial building 100 feet from a rural property is ridiculous and won't benefit either party. At least half of properties bordering the proposed development have shooting ranges in their backyards and shoot safely and regularly. This will not change when the development goes in. Many properties also have livestock that produces a good deal of noise and odor. Whether a commercial tenant or a suburban homeowner, the target customers for this development will not want to deal with these "country" issues.

An effective setback is not necessarily about only distance. Separation can be produced with natural barriers that provide visual and auditory privacy in both directions. We welcome creative solutions in this area.

8. Views

Our property values are highly dependent on the views the homes in Twin Oaks enjoy. These have been eroded over time as Castle Rock has recklessly expanded. The proposed development will eliminate the views for some of our properties and interfere with it for nearly every property.

9. Crime

Crime has noticeably escalated in and around Castle Rock in the past few years. More people mean more crime, no matter what. Castle Rock needs to fund and enlarge its law enforcement before it even begins to consider even more development. Doing otherwise is irresponsible.

10. Light pollution

"Dark Skies" ordinances notwithstanding, from Twin Oaks we have watched as year after year our ability to view the stars at night has declined. With development directly adjoining us, no amount of restriction will protect this.

11. Litter

Developed areas of Castle Rock similar to what the developer envisions for Dawson Trails have huge problems with litter. Parks like Paintbrush Park have so much litter parents have to clean up before their young children can safely play. With the types of wildlife in our area, especially bears, uncontrolled trash is a serious danger beyond being an eyesore and inconvenience. We have yet to hear any plan for addressing this issue.

12. Natural Environment

Besides our own neighborhood, we question what the impact will be to the Dawson's Butte trail and surrounding area. There is not much point to an "open space" policy if things are so built up around the open space that no wildlife can flourish there. Given our open spaces some space!

13. Property Values

Rural properties like ours benefit to some extent from proximity to a town, particularly a nice town. However Castle Rock has utterly abandoned anything but a pretext of being a "nice, small town" at this point. No one wants to live in a horse community where you can't ride for all the traffic or on 10 acres that you can't enjoy for all the noise, crime, and pollution caused by high-density neighbors. We are concerned that in addition to our quality of life our properties will lose market value as well.

14. Equestrian Use

Prior developments in Castle Rock have included officially public parks and trails that in practice are only used by those in development and that therefore benefit the developer at the Town's and taxpayer's expense. We urge the Town to make this developer pay for what they get and for what they cost the Town. As part of that, we ask that equestrian access be included in the trails and open space in the development.

15. Quality of life – Twin Oaks

Our neighborhood largely consists of families and retirees. Our quality of life depends on a peaceful natural environment; the use of our land for horses, livestock, and recreation; and safety for our families. It will be quite an adjustment simply with the Crystal Valley interchange going in, let alone yet another huge development. Let us adjust to one thing at a time.

16. Quality of life – Castle Rock

Contrary to the PR materials, Castle Rock long ago lost its small-town feel. We urge the Council to take an objective walk around and open their eyes to the current reality of Castle Rock: the increasing homeless/panhandler problem, the blandness of the endless Southern California-style stripmalls, the traffic issues, the litter in the parks, the empty storefronts and rundown appearance of the outlet mall, the overwhelming population that makes public events difficult to access and impossible to feel a sense of community in, the lack of genuine local businesses, the overabundance of chain stores, the empty shelves at the grocery store that have not been fully stocked since early 2020, the disconnect between the people who currently live in Castle Rock- the families and retirees- and the people monstrosities like Riverwalk and Encore are trying to attract- rootless commuters who will abandon Castle Rock the minute something more favorable is available to them.

The taxpayers of Castle Rock deserve better. They deserve a pause on reckless development and time to adjust, rebuild and expand infrastructure, and increase basic resources. Don't let the same greedy forces that destroyed Parker take Castle Rock down next.

17. Impact to Business in Castle Rock

Existing businesses in Castle Rock are suffering. The outlet mall is full of empty storefronts, and nearly every business is unable to hire. The \$500,000 homes this developer wants to get rich selling will not provide employees to these businesses, and the additional commercial spaces will only add to the competition. Further, with the Crystal Valley interchange in place, the proposed development will take Crystal Valley customers away from the businesses downtown.

Castle Rock makes substantial tax revenue off of the agricultural industry as well, with businesses like Tractor Supply and more recently Murdoch's. How will these businesses

continue to thrive when the rural communities are pushed further and further out? If Twin Oaks becomes a neighborhood of McMansions with no livestock or farming, these businesses will go elsewhere and the tax revenue of Castle Rock will suffer.

In the wake of COVID-19 is not the time to approve something like this development. Supply chains are a wreck, food prices are inflating at astonishing rates, and businesses are failing all around us. The Town can afford to wait 6 months or 12 months and see if this is truly a "new normal" before committing to more development that makes these problems worse. This Pollyanna belief in an economy that always recovers is outdated and will lead Castle Rock into disaster long-term.

Specific Proposals

Specific to the rezoning, again we want to emphasize that we are not familiar enough with the relevant law to know which issues ought to be addressed at this time, other than that denial of the rezoning would end the project (and we certainly welcome and encourage that outcome!). However, a few items seemed pertinent to the current proposal that we would like to put forward now:

- 1. Restrict the type of businesses allowed in Dawson Trails commercial areas to those with a market cap under \$1 billion;
- 2. Require minimum setbacks of 300 feet from the property line throughout, particularly along commercial zones;
- 3. Restrict building height to two stories throughout to preserve views;
- 4. Forbid any bright or neon lighting at any time, require streetlights to point down only, and forbid nighttime lighting on commercial buildings beyond minimal security lighting.

Finally, our biggest ask is: do not finalize any rezoning for at least 12 months. Wait and determine the impacts of COVID-19 and what the Town truly needs at that point. This is the last significant undeveloped space in the Town limits, which means it's our last chance to do it right. But the current economic uncertainty makes it impossible to know what is right and what will endure. You can bring so much good to Castle Rock by just taking a short pause.

Thank you again for your time and consideration.

Sincerely,

Katrina Jennings, Twin Oaks Homeowners' Association President

On behalf of the Twin Oaks neighborhood

From: <u>Jason Rouse</u>
To: <u>Sandy Vossler</u>

Subject: Re: Dawson Trails PD Amendment - Request for External Referral Comments

Date: Thursday, October 14, 2021 11:14:14 PM

Hey Sandy,

Below is the response from the Keene Ranch HOA regarding Dawson Trails. Basically similar comments as were provided 6 months ago.

Sandy Vossler, Senior Planner Town of Castle Rock 100 N Wilcox Street Castle Rock, CO 80109

Sandy,

Below are the external referral comments from Keene Ranch for the proposed Dawson Trails Planned Development Amendment. I shared these concerns with both you and the Developer last spring. To reiterate, our primary concerns are:

- 1. Water. All Keene Ranch homes have their own individual water wells from the Denver Formation and we have been tracking aquifer fluid levels for over 10 years. Though there has been some depletion, the rate of depletion has been nominal and our community is currently well supplied at current useage. It is our understanding that the Dawson Trails Developer will be dedicating all of their water rights to the Town and tying into the Town's water and sewer system. Thereafter, the Town may drill new wells to provide the required water for Dawson Trails and the Town. With our wells being senior to any wells the Town may drill, we expect the Town to drill in zones that do not increase the rate of depletion in the Denver Formation. Keene Ranch also has water rights in the Arapahoe and Laramie/Fox Hills zones and any impacts to these aquifers must also be prevented. Similar to Keene Ranch, no development should be allowed to impact any of the aquifer recharge zones in Dawson Trails.
- 2. Trails. It is our understanding that there will be no trail interconnects between the 2 Developments.
- 3. Fencing. It is our understanding that the 2 communities will work together to improve the fencing between our developments to reduce/prevent trespassing.
- 4. Road Access. Current development Plan does not have an emergency road access between the 2 Developments. Keene Ranch requests input from the local fire district to determine if an emergency access between the 2 Developments is needed for evacuation from either development in the event of a wild fire.
- 5. Dark Sky Lighting. It is our understanding that all lighting in Dawson Trails will follow Dark Sky criteria.
- 6. Setbacks/Wildlife Corridors. Though the current plan shows some open space directly adjacent to Keene Ranch, there is critical wildlife habitat in the areas near Dawson Ridge which Dawson Trails and Keene Ranch are a part of. Colorado Parks and Wildlife had direct involvement with the Keene Ranch Planned Development, which limited the number of Units, types of fencing, interaction with pets/livestock, and development in drainage areas, to ensure our neighborhood was wildlife friendly and sufficient corridors were available. Keene Ranch also had to set aside 200 acres for elk calving grounds that is inaccessible to anyone. We believe that Dawson Trails should be required to provide comparable wildlife mitigation.

Keene Ranch appreciates the opportunity to present our concerns and look forward to working through any issues with the Town and Dawson Trails.

Regards, Jason Rouse Keene Ranch HOA President

----- Original Message ------ On Tuesday, September 7th, 2021 at 4:39 PM, Sandy Vossler <<u>SVossler@crgov.com</u>> wrote:

Good Afternoon,

The Town of Castle Rock is requesting external referral comments on the proposed Dawson Trails Planned Development Amendment. Attached is the referral request. The PD documents have been uploaded to a dropbox that you may access via https://app.box.com/s/tpmw1j2mogz3kwz1kcswj611c8vhj51h. Some of the files are large and may take significant time to download. This referral is part of the formal external review process, wherein requests are sent to service providers, State and Douglas County agencies, homeowner associations and metropolitan districts. You may share the link and referral documents with your membership, and the Town will gladly accept individual responses from residents, however, relative to this request for comments we are seeking formal input from your HOAs on behalf of your residents. If possible we'd like to receive your comments by September 23rd, however, if you need addition time, just let me know. In the meantime, if you have any questions, please call or email me. Thank you, Sandy

Kindest Regards,

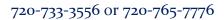
Sandy Vossler, Senior Planner

Town of Castle Rock

Development Services Department

100 N. Wilcox Street

Castle Rock, CO 80109





Your feedback is important to us, please let us know how we are doing by taking our Customer Service survey.

https://www.surveymonkey.com/r/LR35C27

Final Report

Dawson Trails Fiscal Impact Analysis

The Economics of Land Use



Prepared for:

Town of Castle Rock

Prepared by:

Economic & Planning Systems, Inc.

Economic & Planning Systems, Inc. 730 17th Street, Suite 630 Denver, CO 80202-3511 303 623 3557 tel 303 623 9049 fax

Denver Los Angeles Oakland Sacramento EPS #213018

April 21, 2022

www.epsys.com

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1. Introduction and Summary of Findings

Introduction

This report summarizes the analysis and conclusions of Economic & Planning Systems (EPS) regarding the fiscal impacts of the proposed Dawson Trails Planned Development in the Town of Castle Rock, Colorado. The Dawson Trails project includes property in the Dawson Ridge and Westfield Trade Center areas previously annexed to the Town as part of the Castle Rock Ranch Planned Development. Westside Property Investment Company, Inc., and its affiliates (Developer), have submitted a rezoning proposal for Dawson Trails Planned Development that includes the entire Dawson Ridge Planned Development and a portion of Westfield Trade Center Planned Development.

The Dawson Trails Planned Development property consists of approximately 2,064 acres and is located west of Interstate 25, south of Plum Creek Parkway and north of Tomah Road, as shown in **Figure 1**.

Unincorporated Douglas County

Subject Property

Unincorporated Douglas County

Unincorporated Douglas County

Division Town Boundary

Unincorporated Douglas County

Figure 1. Dawson Trails Vicinity Map

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The development plan includes 5,850 residential dwelling units and 3.2 million square feet of commercial space, including retail, office, hotel, and industrial uses, as summarized in **Table 1**. The project is also planned to include 500 acres of publicly dedicated open space and an additional 243 acres of private open space areas.

Table 1. Dawson Trails Development Program

Туре	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	%Total
Residential For Sale (Sq. Ft.)								
	F16	F2F	011	700	100	0	2.044	E00/
Single Family Detached	516	535	911	790	192	0	2,944	50%
Duplex	120	112	40	42	0	0	314	5%
Townhome	124	0	40	0	0	0	164	3%
Total	760	647	991	832	192	0	3,422	58%
Residential For Rent (Sq. Ft.)								
Single Family Detached	0	90	0	0	0	0	90	2%
Multifamily	555	320	353	300	330	480	2,338	40%
Total	555	410	353	300	330	480	2,428	42%
Total Residential	1,315	1,057	1,344	1,132	522	480	5,850	100%
Commercial (Sq. Ft.)								
Retail	180,000	125,000	100,000	75,000	120,000	0	600,000	19%
Office	0	0	0	0	800,000	0	800,000	25%
Hotel	75,000	75,000	75,000	75,000	0	0	300,000	9%
Industrial	1,500,000	0	0	0	0	0	1,500,000	47%
Total Commercial	1,755,000	200,000	175,000	150,000	920,000	0	3,200,000	100%

Source: Developer; Economic & Planning Systems

The commercial uses are primarily located along with west side of I-25. The higher-density residential development would be located in proximity to the planned Crystal Valley interchange, while the single family homes would be located in the center, west, and south areas of the property. The planned development also includes buffer areas along the north, west, and southern edges of the proposed residential neighborhoods. Over 50 percent of the property would be planned for open space, parks, and trails.

Scope of Work

This report and analysis are presented in three sections following this Introduction and Summary of Findings as follows:

- **Development Program and Market Inputs** This section presents the proposed development program by phase, detailing market inputs including estimated annual absorption and sales and lease values.
- Fiscal Model Assumptions This section describes the public finance model
 developed by EPS to estimate the fiscal impacts of the proposed development
 on the Town of Castle Rock. The model was developed using the Town's
 annual budget and annual comprehensive financial report (ACFR) to identify
 the major revenues, expenditures, and trends. The model inputs include
 revenue and expenditure factors by land use category.
- Fiscal Impacts This section provides a summary of the estimated revenues, expenditures, and net fiscal impacts of the proposed development program by phase, land use category, and in total. Additionally, a sensitivity analysis was included to demonstrate the estimated fiscal impact of a reduced retail development program.

Summary of Findings

1. The proposed Dawson Trails development program has a balance of land uses that will result in a positive fiscal balance for the Town.

The average annual net fiscal impact of Dawson Trails on the Town's General Fund, Transportation Fund, and Community Center Fund is estimated at a positive \$1.5 million, \$3.1 million, and \$89,000 at full stabilization, respectively. The total annual net fiscal impact at full stabilization is estimated at \$4.6 million.

2. The estimated household incomes for new residents generates sufficient sales tax revenues from new household retail spending to offset the cost burden of providing services by the Town.

Approximately 61 percent of total sales tax revenue generation is estimated to be attributable to local spending by new households in the residential development. If the retail square footage was reduced to zero across the six phases of development, the project is estimated to still have a positive ongoing net fiscal impact of \$2.0 million annually.

3. At full stabilization, retail development has the highest net fiscal impact for the Town, followed by for sale single family detached housing and hotel space.

The ongoing net fiscal impact of retail, single family and hotel land uses totals \$2.7 million, \$1.8 million, and \$1.2 million annually, respectively. Additionally, office space and multifamily residential housing represent the greatest cost burden for the Town, with ongoing net fiscal impacts of negative \$380,000 and negative \$165,000 annually, respectively.

4. The positive net fiscal impacts of the development are contingent upon the relatively high average household incomes that support the capture of taxable retail sales.

For sale single family detached housing has the highest residential ongoing net fiscal impact of \$624 per unit. The high revenue generation relative to other residential housing types is primarily attributable to the high household income at an average of \$150,000. By comparison, multifamily residential development, which has the lowest net fiscal impact of any residential use, has an average household income of \$54,000.

2. Development Program and Market Inputs

This section of the report summarizes the proposed development program by land use category and by phase. The market inputs to the fiscal model are also identified including estimated annual absorption and sales and lease values for the proposed development land uses.

Residential Development Program

For-Sale Housing

Dawson Trails is proposed to contain a total of 3,422 for-sale housing units including 314 duplexes, 164 townhouses, and 2,944 single family detached housing units as shown in **Table 2**. The single family detached units range from 32-foot-wide alley loaded homes to 100-foot-wide estate lots. The majority of the units (2,134 out of a total of 3,422) are proposed to be standard 40- to 60-foot-wide suburban density lots.

Table 2. For Sale Housing Development Program

Туре	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	%Total	Sale Value
Residential For Sale (Sq. Ft.)									
Duplex	120	112	40	42	0	0	314	9%	\$495,000
Townhome	124	0	40	0	0	0	164	5%	\$427,500
32' Alley Loaded	0	150	34	0	0	0	184	5%	\$495,000
40' Alley Loaded	0	75	100	0	0	0	175	5%	\$540,000
40s	130	210	228	80	24	0	672	20%	\$540,000
50s	240	100	305	175	28	0	848	25%	\$607,500
60s	146	0	244	224	0	0	614	18%	\$675,000
70s	0	0	0	100	45	0	145	4%	\$765,000
80s	0	0	0	100	45	0	145	4%	\$900,000
90s	0	0	0	111	0	0	111	3%	\$1,125,000
100s	0	0	0	0	50	0	50	1%	\$1,350,000
Total/Average	760	647	991	832	192	0	3,422	100%	\$624,608
Development Timing									
Start Year	2026	2028	2030	2033	2035	N/A			
End Year	2029	2030	2036	2036	2037	N/A			

Source: Developer; Economic & Planning Systems

The annual volume of development, year of initial development, and average sales value of each product type in current dollars is also shown. Estimated sales values range from \$427,500 for townhouses and \$495,000 for duplex units up to \$1.35 million for the 50 100-foot-wide estate lots. The majority of housing units with 40- to 60-foot lot frontages are expected to be priced at \$540,000 to \$675,000.

For Rent Housing

The Dawson Trails Development is proposed to contain 2,428 rental units, as shown in **Table 3**, which comprises 42 percent of the total 5,850 planned units. The majority of the rental housing, 2,338 units, is expected to be built as apartments and spread out over the six development phases. The project also proposes to contain a single family detached neighborhood with 90 housing units that are planned to be rented.

Table 3. For Rent Housing Development Program

Туре	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	%Total	Sale Value
Residential For Rent (Sq. Ft.)									
Multifamily	555	320	353	300	330	480	2,338	96%	\$225,000
Single Family Detached	0	90	0	0	0	0	90	4%	\$450,000
Total/Average	555	410	353	300	330	480	2,428	100%	\$233,340
Development Timing									
Start Year	2026	2026	2027	2031	2035	2040			
End Year	2034	2032	2033	2037	2041	2046			

Source: Developer; Economic & Planning Systems

The estimated market values for rental units for purposes of estimating assessed values for property taxes is \$225,000 per apartment and \$450,000 per single family detached housing unit. Apartment construction is expected to be started in Phase 2 in 2026. The single family units for rent are also planned for development in Phase 2, with construction starting in 2028.

Commercial Development Program

The Dawson Trails development is proposed to contain 3.2 million square feet of commercial development comprised of 600,000 square feet of retail, 800,000 square feet of office, 300,000 square feet of hotel space, and 1.5 million square feet of industrial space. The development values, date of initial development, and average absorption are shown in **Table 4** below.

Table 4. Commercial Development Program

Туре	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	%Total	Market Value
Commercial (Sq. Ft.)									
Retail	180,000	125,000	100,000	75,000	120,000	0	600,000	19%	\$194.08
Office	0	0	0	0	800,000	0	800,000	25%	\$200.00
Hotel	75,000	75,000	75,000	75,000	0	0	300,000	9%	\$135.00
Industrial	1,500,000	0	0	0	0	0	1,500,000	47%	\$175.00
Total/Average	1,755,000	200,000	175,000	150,000	920,000	0	3,200,000	100%	\$181.08
Development Timing									
Start Year	2027	2028	2028	2029	2029	N/A			
End Year	2037	2032	2034	2036	2044	N/A			

Source: Developer; Economic & Planning Systems

Development Values

Key assumptions for the development, used as inputs to the fiscal impact analysis, are summarized in **Table 5**. Based on sales and construction values, the project is estimated to have a total market value of \$3.3 billion.

Table 5. Dawson Trails Property Valuation

Description	Factor	Total Value
Residential Development Value		
Multifamily	\$225,000 per unit	\$526.1N
Duplex	\$495,000 per unit	\$155.4N
Single Family Detached (For Rent)	\$450,000 per unit	\$40.5N
Single Family Detached (For Sale)	\$649,412 per unit	\$1.9E
Townhome	\$427,500 per unit	\$70.1 N
Total	\$462,215 per unit	\$2.7
Commercial Development Value		
Retail	\$194 per sq. ft.	\$116.5N
Office	\$200 per sq. ft.	\$160.0N
Hotel	\$135 per sq. ft.	\$40.5N
Industrial	\$175 per sq. ft.	\$262.5N
Total	\$181 per sq. ft.	\$579.5N
Total Development Value		\$3.3E

Source: Developer; Economic & Planning Systems

Employment is estimated based on an average factor of 650 square feet per employee for retail, 250 square feet for office, 850 square feet for hotel, and 1,000 square feet for industrial. There are expected to be an estimated 5,976 jobs in the commercial space at Dawson Trails at buildout, as shown in **Table 6**.

Table 6. Dawson Trails Employment

Description	Factor	Total Jobs		
Total Employment				
Retail	650 sq. ft. per emp.	923		
Office	250 sq. ft. per emp.	3,200		
Hotel	850 sq. ft. per emp.	353		
Industrial	1,000 sq. ft. per emp.	1,500		
Total	733 sq. ft. per emp.	5,976		

Source: Developer; Economic & Planning Systems

Retail sales taxes are an important generator of revenues for the Town. The 600,000 square feet of retail space is estimated to generate an average of \$307 per square foot in taxable sales, as shown in **Table 7**. Retail sales levels range from \$180 per square foot for large retail support space and \$265 per square foot for smaller "main street" retail stores to \$536 per square foot for grocery stores. Revenues subject to sales tax range from 75 to 100 percent of the total depending on the store type. Additionally, the percentage of net new retail revenues, revenues that would not otherwise be generated if the development did not occur, ranges from 25 to 50 percent depending on the type of retail.

Table 7. Retail Value and Sales per Square Foot Assumptions

Description	Sq. Ft.	Imp. Value	Personal Prop.	Total Value	Sales per SF[1]	%Taxable	Taxable Sales per	% Net New
Retail								
Large Format Retail	180.000	\$85	\$10	\$95	\$334	100%	\$334	50%
Large Support	100,000	\$185	\$5	\$190	\$180	75%	\$135	50%
Grocer	125,000	\$175	\$25	\$200	\$536	85%	\$455	25%
Grocer Support	75,000	\$400	\$10	\$410	\$536	75%	\$402	25%
Mainstreet	120,000	\$200	\$5	\$205	\$265	75%	\$198	25%
Total/Average	600,000	\$183	\$11	\$194	\$362	85%	\$307	37%

[1] Avg. of 2019 and 2020 sales

Source: Economic & Planning Systems

3. Fiscal Model Assumptions

This section describes the revenue and expenditure factors used in the fiscal impact model to estimate the fiscal impacts of the proposed development on the Town of Castle Rock. The Town's 2021 annual budget was used to identify the major revenues, expenditures, and trends. The calculation of model inputs, including revenue and expenditure factors by land use category, are then estimated.

Demographic Factors

Demographic inputs are used to determine baseline Town service levels on a per resident or per employee basis. For many of the Town's revenues and expenditures, this analysis utilizes a "Proportionate Share" methodology to estimate the cost of providing services to future development based on current expenditures. It also estimates current revenues in a similar manner. This methodology derives demand for Town services, proportional to Town residents and employees over a typical 24-hour period. It provides a basis in the model for computing the cost per service hour for a given population across Town departments providing services to the proposed development. These factors are summarized in **Table 8**, and show an overall service demand split of approximately 78 percent residential, 22 percent commercial.

Table 8. Demographic Factors

Demographic Factors	Description	Factor	Amount
Households	Demographic Factors		
Housing Units 25,596 Jobs 21,200			72,168
Jobs Z1,200	Households		24,273
Maintained Lane Miles 711 Retail Area (sf) 4,187,958 Office/Inst. Area (sf) 1,251,398 Industrial Area (sf) 1,233,466 Lodging Area (sf) N/A Proportionate Share Estimate Residental Conditions Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 44.2% 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 5,594 Employment Service Demand <	Housing Units		25,596
Retail Area (sf) 4,187,958 Office/Inst. Area (sf) 1,251,398 Industrial Area (sf) 1,233,466 Lodging Area (sf) N/A Proportionate Share Estimate Residential Conditions Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 10 hours per day 161,055 In-Commuting Employees <	Jobs		21,200
Office/Inst. Area (sf) 1,251,398 Industrial Area (sf) 1,233,466 Lodging Area (sf) N/A Proportionate Share Estimate Residential Conditions Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day <td< td=""><td>Maintained Lane Miles</td><td></td><td>711</td></td<>	Maintained Lane Miles		711
Industrial Area (sf)	Retail Area (sf)		4,187,958
N/A Proportionate Share Estimate Residential Conditions Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 44.2% 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935	Office/Inst. Area (sf)		1,251,398
Proportionate Share Estimate Residential Conditions 72,168 Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 44.2% 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78.313 Residential Total 1,251,935 Commercial Conditions 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 159.9	Industrial Area (sf)		1,233,466
Residential Conditions 72,168 Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 44.2% 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Jobs 20,013 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 <td>Lodging Area (sf)</td> <td></td> <td>N/A</td>	Lodging Area (sf)		N/A
Population 72,168 Non-Working Residents 55.8% 40,264 Working Residents 44.2% 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78.313 Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 <t< td=""><td>Proportionate Share Estimate</td><td></td><td></td></t<>	Proportionate Share Estimate		
Non-Working Residents 55.8% 40,264 Working Residents 44.2% 31,904 Out Commuter Residents 82.5% 26,310 Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78.313 Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6%			
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Live/Work Residents 17.5% 5,594 Residential Service Demand Non-Working Residents 20 hours per day 368,346 Live/Work Residents 14 hours per day 78.313 Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand Residential Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	_		
Residential Service Demand Non-Working Residents Out Commuter Residents Live/Work Residents Total Jobs Less: Mult. Job Holders Total Employment Live/Work Employees Li			
Non-Working Residents 20 hours per day 805,276 Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Live/Work Residents	17.5%	5,594
Out Commuter Residents 14 hours per day 368,346 Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions 21,200 Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Residential Service Demand		
Live/Work Residents 14 hours per day 78,313 Residential Total 1,251,935 Commercial Conditions 21,200 Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Non-Working Residents	20 hours per day	805,276
Residential Total 1,251,935 Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Out Commuter Residents	14 hours per day	368,346
Commercial Conditions Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Live/Work Residents	14 hours per day	<u>78,313</u>
Total Jobs 21,200 Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Residential Total		1,251,935
Less: Mult. Job Holders 5.60% 1,187 Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Commercial Conditions		
Total Employment 20,013 In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Total Jobs		21,200
In-Commuting Employees 72.05% 14,419 Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Less: Mult. Job Holders	5.60%	<u>1,187</u>
Live/Work Employees 27.95% 5,594 Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183			20,013
Employment Service Demand Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 1,251,935 % of Total 77.6% Commercial Service Demand 361,183		72.05%	14,419
Non-Working Residents 4 hours per day 161,055 In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Live/Work Employees	27.95%	5,594
In-Commuting Employees 10 hours per day 144,190 Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 1,251,935 % of Total 77.6% Commercial Service Demand 361,183	Employment Service Demand		
Live/Work Employees 10 hours per day 55,938 Commercial Total 361,183 Total Service Demand 1,613,118 Residential Service Demand 77.6% Commercial Service Demand 361,183	Non-Working Residents	4 hours per day	161,055
Commercial Total361,183Total Service Demand1,613,118Residential Service Demand1,251,935% of Total77.6%Commercial Service Demand361,183	In-Commuting Employees	10 hours per day	144,190
Total Service Demand 1,613,118 Residential Service Demand 1,251,935 % of Total 77.6% Commercial Service Demand 361,183		10 hours per day	<u>55,938</u>
Residential Service Demand 1,251,935 % of Total 77.6% Commercial Service Demand 361,183	Commercial Total		361,183
% of Total 77.6% Commercial Service Demand 361,183	Total Service Demand		1,613,118
Commercial Service Demand 361,183	Residential Service Demand		1,251,935
	% of Total		77.6%
% of Total 22.4%	Commercial Service Demand		361,183
	% of Total		22.4%

Source: Town of Castle Rock; Economic & Planning Systems

Nexus to Growth Factors

Specific revenues and expenditures are tied to future development through nexus to growth factors, which account for the relationship between revenues/ expenditures and new development. Factors used in this model include:

- **Case Studies** Indicate that a specific revenue or expenditure item was estimated using a tailored approach. Case studies used in this analysis include detailed estimates of property tax and sales tax revenues.
- **Residents** Correlates the specific revenue or expenditure item to future growth in residents.
- **Employees (Commercial)** Correlates the specific revenue or expenditure item to future growth in employees.
- Service Population Reflects the service demand hours associated with residents and employees in the town. The model shows roughly 78 percent of service demand is attributed to providing services to residential development and 22 percent of service demand is attributed to serving commercial development.
- Fixed Revenues/Expenditures Indicates that a specific revenue or expenditure item does not have a nexus to growth and as a result is not tied to future development. For specific revenue items that are estimated to be fixed, expenditures are adjusted accordingly, thus both the revenues and expenditures are adjusted equally. Net expenditures for individual departments are calculated by subtracting department-specific revenue items or the department's pro rata share of fixed revenues from total department expenditures.

Variability Factors

In addition to nexus to growth factors, the model includes assumptions relating to fixed and variable revenues and expenditures. This is captured in a "Variability Factor" that enables the model to account for the proportion of revenues or expenditures that are assumed to be variable (i.e., impacted by future development). Generally, revenues are typically assumed to be 100 percent variable and expenditures are estimated to be 25 to 100 percent variable, depending on the department. For example, Town administrative functions are relatively fixed and therefore have a lower variability. Existing staff are able to accommodate a substantial amount of growth without adding staff or other costs. By contrast, other functions, such as streets, have a high variability, reflecting a strong correlation between new growth and the need to expand services.

General Fund

This section summarizes the revenue and expenditure assumptions used to estimate the net fiscal impact of the Dawson Trails development to the Town's General Fund. The analysis is based on the Town's adopted 2021 budget.

Revenues

The model accounts for General Fund revenue impacts from the Dawson Trails development by linking each major revenue source to a nexus to growth factor and variability factor, as summarized below and shown in **Table 9** below.

Sales Tax – Annual sales tax revenues are estimated based on the amended 2021 budget and account for 61.9 percent of the Town's General Fund revenue. Of the Town's total 4.0 percent sales tax rate, 70.29 percent of the generated revenue is allotted to the General Fund. Sales tax revenues from the Dawson Trails development are estimated through a case study, which incorporates two methodologies to estimate sales tax revenue: Point of Sale and Point of Origin.

The Point of Sale methodology relies on an estimate of total sales and corresponding sales tax generated by commercial uses associated with a specific project. The Point of Origin methodology estimates future sales tax revenues based on the spending potential and local capture of households associated with each individual project.

Property Tax – Property taxes represent 2.4 percent of the Town's General Fund revenues and are estimated through a case study based on the total development value of Dawson Trails. The development values, corresponding with the project's anticipated absorption schedule, are applied the state's residential assessment rate of 7.15 percent and the commercial assessment rate of 29.00 percent, and multiplied by the Town mill levy of 1.196.

Other Revenues – Other revenue sources represent the remaining 35.7 percent of the Town's General Fund revenue. Of these revenue sources, the largest are Motor Vehicle Taxes (8.1 percent of total revenue), management fees (7.4 percent of total revenue), and charges for services (4.9 percent of total revenue). These revenue streams are primarily estimated based on a service population nexus to growth factor. The remaining revenue sources have no direct nexus to this project and are assumed to be fixed revenue sources. Fixed revenues are netted from the overall estimated revenues for the project.

Expenditures

All departments funded through the Town's General Fund, apart from Parks, are accounted for on a service population basis, as shown in **Table 9**. Based on the anticipated level of future growth in the Town and the current staffing levels in these departments, department expenditures are estimated to range from 25 to 100 variable. Parks are accounted for on a residential population basis, linking all future growth in park expenditures to the additional residents anticipated from the Dawson Trails development.

Table 9. General Fund Nexus to Growth Factors

Description	Am	ended Budget 2021	%of Total	Nexus Factor	Variability		Res. Hourly 251,935		Comm. Hourly 361,183		Total Hourly 13,118		Per L Mile 71
General Fund Revenues													
Property Tax	\$	1,391,327	2.4%	Case Study	100.0%	\$	-	\$	-	\$	-	\$	-
Use Tax	\$	-	0.0%	N/A	100.0%	\$	-	\$	-	\$	-	\$	-
Sales Tax	\$	35,779,398	61.9%	Case Study	100.0%	\$	-	\$	-	\$	-	\$	-
Motor Vehicle Tax	\$	4,676,142	8.1%	Service Population	100.0%	\$	-	\$	-	\$	2.90	\$	-
Other Taxes	\$	419,690	0.7%	Service Population	100.0%	\$	-	\$	-	\$	0.26	\$	-
Franchise Fees	\$	2,533,582	4.4%	Service Population	100.0%	\$	-	\$	-	\$	1.57	\$	-
Licenses & Permits	\$	104,819	0.2%	Service Population	100.0%	\$	-	\$	-	\$	0.06	\$	_
Intergovernmental	\$	361,485	0.6%	Service Population	100.0%	\$	_	\$	_	\$	0.22	\$	_
Charges for Service	\$	2,852,385	4.9%	Service Population	100.0%	\$	_	\$	_	\$	1.77	\$	_
Management Fees	\$	4,304,660	7.4%	Service Population	100.0%	\$	_	\$	_	\$	2.67	\$	_
Fines & Forfeitures	\$	423,989	0.7%	Service Population	100.0%	\$	_	\$	_	\$	0.26	\$	_
Investment Earnings	\$	349,353	0.6%	Fixed	100.0%	\$	_	\$	_	\$	-	\$	_
System Development Fees	\$	-	0.0%	N/A	100.0%	\$	_	\$	_	\$	_	\$	_
Contributions & Donations	\$	28.000	0.0%	Service Population	100.0%	\$	_	\$	_	\$	0.02	\$	_
Transfers In	\$	638,142	1.1%	Service Population	100.0%	\$	_	\$		\$	0.40	\$	
Interfund Loan Revenue	\$	780,450	1.1%	N/A	100.0%	\$	_	\$	_	\$	-	\$	_
Debt & Financing Revenue	\$	700,430	0.0%	N/A	100.0%	\$	-	\$	-	\$		\$	-
Other Revenue	\$	280.830	0.0%	Service Population	100.0%	\$	-	\$	-	\$	0.17	\$	-
Fund Balance Transfer	\$ \$	2,876,894	5.0%	Fixed	100.0%	\$	-	φ \$	-	\$	0.17	\$	-
rund balance mansier	Ф	2,070,094	5.0%	rixed	100.0%	٦	-	Ф	-	Ф	-	Ф	-
Total	\$	57,801,146	100.0%			\$	-	\$	-	\$	10.31		
eneral Fund Expenditures													
Town Council	\$	365,510	0.6%	Service Population	25.0%	\$	-	\$	-	\$	0.05	\$	_
Town Manager	\$	1,065,830	1.8%	Service Population	25.0%	\$	-	\$	-	\$	0.14	\$	-
Human Resources	\$	820,110	1.4%	Service Population	50.0%	\$	-	\$	-	\$	0.22	\$	-
Community Relations	\$	908,970	1.6%	Service Population	50.0%	\$	-	\$	-	\$	0.24	\$	-
DolT	\$	3,974,850	6.9%	Service Population	50.0%	\$	-	\$	-	\$	1.06	\$	-
Facilities	\$	1,477,770	2.6%	Service Population	50.0%	\$	-	\$	-	\$	0.39	\$	-
Town Attorney	\$	1,176,380	2.0%	Service Population	50.0%	\$	_	\$	_	\$	0.31	\$	_
Town Clerk	\$	393,100	0.7%	Service Population	50.0%	\$	_	\$	_	\$	0.10	\$	_
Municipal Court	\$	453,392	0.8%	Service Population	50.0%	\$	_	\$	_	\$	0.12	\$	_
Finance - Departmental	\$	3,162,710	5.5%	Service Population	50.0%	\$	_	\$	_	\$	0.84	\$	_
Police	\$	16,510,480	28.6%	Service Population	100.0%	\$	_	\$	_	\$	8.82	\$	_
Fire	\$	17,695,361	30.6%	Service Population	100.0%	\$	-	\$	-	\$	9.45	\$	_
Development Services	\$	656.929	1.1%	Service Population	50.0%	\$	_	\$	_	\$	0.18	\$	_
Parks	\$	7,736,848	13.4%	Residential	100.0%	\$	5.32	\$	-	э \$	0.10	э \$	-
Finance Non-Departmental	Ф \$	1,402,906	2.4%	Service Population	50.0%	\$	-	Ф \$	-	Ф \$	0.37	Ф \$	-
Timanoo Hon-boparanona	Ψ	1,702,000	2.770	Co. vice i opulation	00.070			Ψ		Ψ	3.01	Ψ	
Total	\$	57,801,146	100.0%			\$	5.32	\$	-	\$	22.31	\$	-

Source: Town of Castle Rock; Economic & Planning Systems

Transportation Fund

This section summarizes the revenue and expenditure assumptions used to estimate the net fiscal impact of the Dawson Trails development to the Town's Transportation Fund. The analysis is based on the Town's adopted 2021 budget.

Revenues

Variable revenue sources for the Transportation Fund are primarily attributable to sales tax, use tax, and motor vehicle tax, as shown in **Table 10**.

Sales Tax - The Town of Castle Rock's sales tax rate is 4.0 percent, of which 24.46 percent is allotted for the Transportation Fund. Similar to the General Fund, sales tax revenue generation from the Dawson Trails development is estimated through a case study, which incorporates the Point of Sale and Point of Origin methodology. Sales tax revenues account for 42.2 percent of the fund's total revenue.

Motor Vehicle Tax – Motor vehicle tax accounts for roughly 8.6 percent of the Town's Transportation Fund revenues. It is estimated using a service population nexus factor.

Use Tax – Roughly 36 percent of the Town's residential use tax revenues are allotted to the Transportation Fund. Use tax revenues are estimated on a one-time basis based on the estimated development value and corresponding material value associated with each use. The total material value is multiplied by the Town's 4.0 percent use tax rate to provide an estimate of revenues attributable to the Dawson Trails development. Use tax revenues account for 7.3 percent of the fund's total revenue.

Expenditures

Transportation Fund expenditures are estimated based on a Cost per Lane Mile case study. This approach applies the average cost of maintaining one lane mile in the town to the estimated number of new lane miles associated with Dawson Trails. The development is anticipated to require 10.4 new miles of 4 lane roads, 3.8 new miles of 6 lane roads, and 73.4 new miles of 2 lane roads.

Table 10. Transportation Fund Nexus to Growth Factors

escription		Amended Budget 2021 %of Tota		Nexus Factor Variabilit		Res. Hourly 251,935	Comm. Hourly 361,183	Total lourly 13,118	Per	Ln Mil e 71
Transportation Fund Revenues										
Property Tax	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$	-
Use Tax	\$	2,165,522	7.3%	Case Study	100.0%	\$ -	\$ -	\$ -	\$	-
Sales Tax	\$	12,448,201	42.2%	Case Study	100.0%	\$ -	\$ -	\$ -	\$	-
Motor Vehicle Tax	\$	2,535,979	8.6%	Service Population	100.0%	\$ -	\$ -	\$ 1.57	\$	-
Other Taxes	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ _	\$	-
Franchise Fees	\$	_	0.0%	N/A	100.0%	\$ -	\$ -	\$ _	\$	-
Licenses & Permits	\$	_	0.0%	N/A	100.0%	\$ _	\$ -	\$ _	\$	_
Intergovernmental	\$	7,285,191	24.7%	Fixed	100.0%	\$ _	\$ -	\$ _	\$	-
Charges for Service	\$	-	0.0%	N/A	100.0%	\$ _	\$ -	\$ -	\$	_
Management Fees	\$	_	0.0%	N/A	100.0%	\$ _	\$ -	\$ -	\$	_
Fines & Forfeitures	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
Investment Earnings	\$	218,921	0.7%	Fixed	100.0%	\$ _	\$ _	\$ _	\$	_
Impact Fees	\$		0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
System Development Fees	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
Contributions & Donations	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
Transfers In	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
Interfund Loan Revenue	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
Debt & Financing Revenue	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$	_
Other Revenue	\$	1,500	0.0%	Service Population	100.0%	\$ _	\$ _	0.00	\$	_
Fund Balance Transfer	\$	4,811,328	16.3%	Fixed	100.0%	\$ -	\$ -	\$ -	\$	-
Total	\$	29,466,642	100.0%			\$ -	\$ -	\$ 1.57		
Transportation Fund Expenditures										
Personnel	\$	4,955,470	16.8%	Per Lane Mile	50.0%	\$ -	\$ -	\$ -	\$ 5	571.90
Services & Other	\$	15,916,805	54.0%	Per Lane Mile	100.0%	\$ -	\$ -	\$ -	\$3,6	373.84
Supplies	\$	826,173	2.8%	Per Lane Mile	100.0%	\$ -	\$ -	\$ -	\$ 1	190.69
Capital	\$	5,391,113	18.3%	Per Lane Mile	100.0%	\$ -	\$ -	\$ -	\$ 1,2	244.35
Debt & Financing	\$	909,500	3.1%	Per Lane Mile	100.0%	\$ -	\$ -	\$ -	\$ 2	209.93
Interfund Loan	\$	-	0.0%	Per Lane Mile	100.0%	\$ -	\$ -	\$ -	\$	-
Transfers Out	\$	1,467,581	5.0%	Per Lane Mile	100.0%	\$ -	\$ -	\$ -	\$ 3	338.74
Total	\$	29,466,642	100.0%			\$ -	\$ -	\$ -	\$ 6,2	229.45

Source: Town of Castle Rock; Economic & Planning Systems

Community Center Fund

This section summarizes the revenue and expenditure assumptions used to estimate the net fiscal impact of the Dawson Trails development to the Town's Community Center Fund. The analysis is based on the Town's adopted 2021 budget.

Revenues

Variable revenue sources for the Community Center Fund are primarily attributable to sales tax, use tax, motor vehicle tax, and charges for services, as shown in **Table 11** below.

Sales Tax – Of Castle Rock's 4.0 percent sales tax rate, 5.25 percent is allotted to the Community Center Fund. Similar to the General Fund and Transportation Fund, sales tax revenue generation from the Dawson Trails development is estimated through a case study that incorporates the Point of Sale and Point of Origin methodology. Sales tax revenues account for 31.1 percent of the fund's total revenue.

Motor Vehicle Tax – Motor vehicle tax accounts for 5.3 percent of the Town's Community Center Fund revenues. It is estimated using a service population nexus factor.

Charges for Services – Charges for services accounts for 54.5 percent of the fund's total revenues and are estimated based on a residential nexus factor.

Use Tax – Approximately 6 percent of the Town's residential use tax revenues are allotted to the Community Center Fund. Use tax revenues are estimated on a one-time basis based on the estimated development value and corresponding material value associated with each use. The total material value is multiplied by the Town's 4.0 percent use tax rate to provide an estimate of revenues attributable to the Dawson Trails development. Use tax revenues account for 3.9 percent of the fund's total revenue.

Expenditures

Community Center Fund expenditures are estimated based on the Town's service population and all expenditure line items are estimated based on a variability factor of 100 percent, apart from Personnel, which is assumed to be 80 percent variable.

Table 11. Community Center Fund Nexus to Growth Factors

Description	Amo	ended Budget 2021	% of Total	Nexus Factor	Variability	Res. Hourly 251,935	Comm. Hourly 361,183	Total Hourly 13,118	Per Ln Mile 711
Community Center Fund Revenues									
Property Tax	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$ -
Use Tax	\$	334,764	3.9%	Case Study	100.0%	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$	2,672,024	31.1%	Case Study	100.0%	\$ -	\$ -	\$ -	\$ -
Motor Vehicle Tax	\$	458,716	5.3%	Service Population	100.0%	\$ -	\$ -	\$ 0.28	\$ -
Other Taxes	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$ -
Franchise Fees	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$ -
Intergovernmental	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$ -
Charges for Service	\$	4,680,242	54.5%	Residential	100.0%	\$ 3.74	\$ -	\$ -	\$ -
Management Fees	\$	-	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$ _
Fines & Forfeitures	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ -	\$ -
Investment Earnings	\$	7.704	0.1%	Fixed	100.0%	\$ _	\$ _	\$ _	\$ _
Impact Fees	\$	-	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$ _
System Development Fees	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$ _
Contributions & Donations	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$ _
Transfers In	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$ _
Interfund Loan Revenue	\$	-	0.0%	N/A	100.0%	\$ -	\$ -	\$ _	\$ -
Debt & Financing Revenue	\$	_	0.0%	N/A	100.0%	\$ _	\$ _	\$ _	\$ _
Other Revenue	\$	41,616	0.5%	N/A	100.0%	\$ -	\$ -	\$ _	\$ -
Fund Balance Transfer	\$	399,184	4.6%	Fixed	100.0%	\$ -	\$ -	\$ -	\$ -
Total	\$	8,594,250	100.0%			\$ 3.74	\$ -	\$ 0.28	
Community Center Fund Expenditure	es								
Personnel	\$	4,785,820	55.7%	Service Population	80.0%	\$ -	\$ -	\$ 2.13	\$ -
Services & Other	\$	2,620,131	30.5%	Service Population	100.0%	\$ -	\$ -	\$ 1.45	\$ -
Supplies	\$	675,800	7.9%	Service Population	100.0%	\$ -	\$ -	\$ 0.38	\$ -
Capital	\$	400,000	4.7%	Service Population	100.0%	\$ -	\$ -	\$ 0.22	\$ -
Debt & Financing	\$	-	0.0%	Service Population	100.0%	\$ -	\$ -	\$ -	\$ -
Interfund Loan	\$	-	0.0%	Service Population	100.0%	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$	112,499	1.3%	Service Population	100.0%	\$ -	\$ -	\$ 0.06	\$ -
Total	\$	8,594,250	100.0%			\$ -	\$ -	\$ 4.24	\$ -

Source: Town of Castle Rock; Economic & Planning Systems

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4. Fiscal Impacts

The section of the reports summarizes the estimated Town revenues, expenditures, and net fiscal impacts of the proposed development program by fund, phase, and land use category.

Fiscal Impact by Fund

Revenues

Ongoing and one-time revenue generation estimates were provided for the General Fund, Transportation Fund, and Community Center Fund. Ongoing annual revenue associated with the Dawson Trails project is estimated to average \$16.3 million at full stabilization. Additionally, one-time use tax revenues total an estimated \$71.1 million over the course of buildout, from 2026 to 2046. Revenue generation estimates are shown in **Table 12** and summarized below.

Ongoing Revenue

Property Tax Revenues – Property tax revenues are allotted to the General Fund. The project has an overall development value of \$3.3 billion at full buildout. Applying the state's residential assessment rate of 7.15 percent and the commercial assessment rate of 29.00 percent, multiplied by the Town mill levy of 1.196, Dawson Trails is estimated to generate \$434,000 in property tax revenue at full stabilization.

Sales Tax Revenues – Sales tax revenues are estimated based on the Point of Origin and Point of Sale methodologies.

- Point of Sale methodology The project is estimated to generate a
 weighted average of \$307 per square foot in taxable retail sales, of which 37
 percent are estimated to represent net new revenues to the Town. At full
 stabilization, the development is anticipated to generate \$94.0 million
 annually in net new retail sales. After applying the 4.0 percent sales tax rate
 retained by the Town, Dawson Trails generates \$4.0 million annually in sales
 tax revenue.
- **Point of Origin methodology** After full buildout, new households from the project are estimated to spend \$148.0 million annually on retail goods within the Town of Castle Rock. After applying the 4.0 percent sales tax rate retained by the Town, Dawson Trails households generate \$6.4 million annually in additional sales tax revenue at full stabilization.

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In total, at full stabilization Dawson Trails is estimated to generate \$10.4 million in annual sales tax revenue. Approximately 39 percent the total sales tax generated can be attributed to the retail and hotel development on the site, while 61 percent can be attributed to additional household spending from the residential uses. Of the total sales tax generated, 70.3 percent, 24.5 percent, and 5.2 percent are allotted to the General Fund, Transportation Fund, and Community Center Fund, respectively.

General Revenue – General revenue is a funding source for the Community Center Fund and includes the motor vehicle tax and charges for services, which are generated based on a service population and residential nexus factor, respectively. General revenue totals an estimated \$1.1 million annually at full stabilization.

Other Revenue – Other revenue includes smaller funding sources generated by the General Fund and Transportation Fund. These sources are primarily generated on a service population basis and total \$3.7 million annually in the General Fund and \$569,000 in the Transportation Fund, at full stabilization.

One-Time Revenue

Use Tax Revenues – Use tax revenues are allotted to the Transportation Fund, Community Center Fund, Transportation Capital Fund, General Long-Term Planning Fund, and Economic Development Fund.

The total material value associated with new construction from Dawson Trails averages \$187.5 million and totals \$1.7 billion over the 21-year buildout period from 2026 to 2046. After applying the 4.0 percent use tax rate retained by the Town, Dawson Trails generates an average of \$3.7 million annually and a total of \$71.1 million, in use tax revenue.

Expenditures

Annual expenditures are estimated on a service population, residential, or per lane mile basis, depending on the fund, as shown in **Table 9**, **Table 10**, and **Table 11**. The Dawson Trails development is estimated to generate a total annual service cost of negative \$11.6 million per year, which is comprised of negative \$9.5 million from General Fund services, negative \$546,000 from Transportation Fund services, and negative \$1.5 million from Community Center Fund services, as shown in **Table 12**.

Ongoing Net Fiscal Impact

The average annual net fiscal impact of Dawson Trails on the Town's General Fund, Transportation Fund, and Community Center Fund is estimated at a positive \$1.5 million, \$3.1 million, and \$89,000 at full stabilization, respectively, as shown in **Table 12**. The total net fiscal impact at full stabilization is estimated at \$4.6 million.

Table 12. Summary of Revenues, Expenditures, and Net Fiscal Impact by Fund

Description	General Fund	Transportation Fund	Community Center Fund	Other Funds [1]	Total
Ongoing Revenues					
Sales Tax - General	\$6,802,978	\$2,367,347	\$508,118		\$9,678,443
Sales Tax - County Transfer		\$725,883			\$725,883
Property Tax	\$434,050				\$434,050
Other Revenues	\$3,726,225	\$568,779			\$4,295,004
General Revenue			\$1,113,630		\$1,113,630
Total	\$10,963,253	\$3,662,009	\$1,621,748		\$16,247,011
Ongoing Expenditures Total	-\$9,505,452	-\$546,059	-\$1,533,189		-11,584,700
Ongoing Net Fiscal Impact	\$1,457,801	\$3,115,950	\$88,560	\$0	\$4,662,311
One-Time Revenues					
Use Tax - General		\$19,782,114	\$3,058,078	\$43,260,007	66,100,200
Use Tax - County Transfer		\$4,957,515			\$4,957,515
Total	==	\$24,739,629	\$3,058,078	\$43,260,007	71,057,715

^[1] Other Funds include the Transportation Capital Fund, General Long-Term Planning Fund, and Economic Development Fund Source: Economic & Planning Systems

Fiscal Impact by Land Use

Residential Fiscal Impact

Ongoing Net Fiscal Impact

The proposed residential land uses result in a positive ongoing net fiscal impact to the Town in aggregate, as shown in **Figure 2**. At full buildout, the impacts range from negative \$165,000 annually for the multifamily product to positive \$1.8 million annually for the single family for sale product. The variations are largely due to the estimated household income for each unit type, which is related to sales tax revenues attributed to household spending under the Point of Origin methodology.

Single Family Detached (For Sale) Single Family Detached (For Rent) Duplex Townhome Multifamily

\$1,835,847

\$12,507

\$14,143

\$(165,363)

\$(165,363)

Figure 2. Residential Ongoing Net Fiscal Impact at Full Stabilization

Source: Economic & Planning Systems

Ongoing Net Fiscal Impact Per Unit

The ongoing net fiscal impact per unit of each residential use track similarly to the net fiscal impacts in aggregate, as seen in **Figure 3**. At full stabilization, for sale single family detached housing has the highest ongoing net fiscal impact at \$624 per unit. Multifamily residential housing has the lowest ongoing net fiscal impact at negative \$71 per unit. For rent single family detached housing, duplexes, and townhomes have net fiscal impacts of \$139, \$255, and \$86 per unit, respectively.

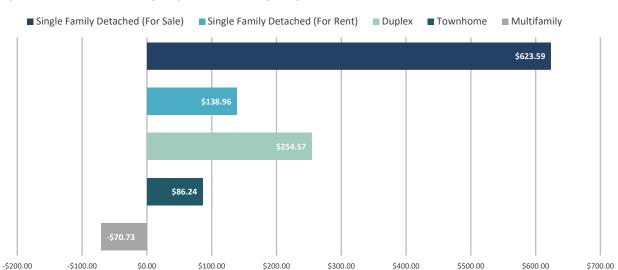


Figure 3. Residential Ongoing Net Fiscal Impact per Unit at Full Stabilization

Source: Economic & Planning Systems

One-Time Revenues

In addition to ongoing revenues, the residential uses account for a total of \$58.6 million in one-time use tax revenues generated between 2026-2046, as seen below in **Figure 4**. Residential use tax revenues account for approximately 82 percent of the total use tax revenues generated throughout the project's buildout.

\$870,750 \$11,774,475 \$5,000,000 \$10,000,000 \$15,000,000 \$20,000,000 \$25,000,000 \$35,000,000 \$40,000,000 \$45,000,000

Figure 4. Residential One-Time Use Tax Revenue, 2026-2046

Source: Economic & Planning Systems

Commercial Fiscal Impact

Ongoing Net Fiscal Impact

The highest fiscal returns associated with the commercial component of the project are generated by the retail and hotel land uses, as shown in **Figure 5**. The retail and hotel space have a positive average annual fiscal impact of \$2.7 million and \$1.2 million, respectively. The positive fiscal returns are buoyed largely by the generation of retail sales tax. Industrial and office space have a net fiscal impact of negative \$113,000 and negative \$379,000, respectively.

\$1,233,791 \$(112,652) \$(379,061) \$- \$500,000 \$1,000,000 \$1,500,000 \$2,000,000 \$2,500,000 \$3,000,000

Figure 5. Commercial Ongoing Net Fiscal Impact at Full Stabilization

Source: Economic & Planning Systems

Ongoing Net Fiscal Impact Per Square Foot

The ongoing net fiscal impact for square foot of the commercial uses closely mirrors the net fiscal impact of each use in aggregate, as seen in **Figure 6**. The retail and hotel uses have the highest ongoing net fiscal impact at \$4.48 and \$4.11 per square foot, respectively. The office and industrial uses have ongoing net fiscal impacts of negative \$0.08 and negative \$0.47 per square foot, respectively.

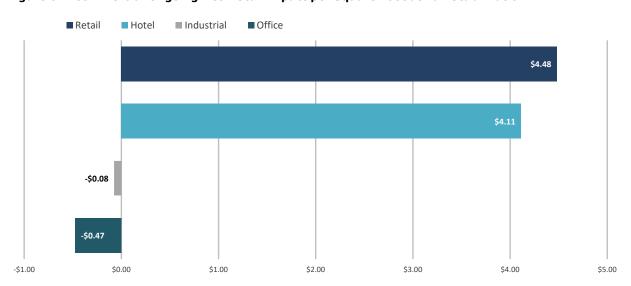


Figure 6. Commercial Ongoing Net Fiscal Impact per Square Foot at Full Stabilization

Source: Economic & Planning Systems

One-Time Revenues

Commercial uses account for \$12.5 million in one-time use tax revenues, which represents 18 percent of total use tax revenues generated between 2026-2046, as seen below in **Figure 7**. Use tax revenues range from \$871,000 generated by hotel space to \$5.6 million generated by industrial space.

\$2,503,675 \$2,503,675 \$5,643,750 \$5,643,750 \$5,000,000 \$5,000,000 \$6,000,000 \$6,000,000

Figure 7. Commercial One-Time Use Tax Revenue, 2026-2046

Source: Economic & Planning Systems

Fiscal Impact by Phase

Ongoing Net Fiscal Impact

The net fiscal impacts are also tabulated by phase of development, as shown in **Figure 8**. The greatest positive fiscal benefits are estimated to be generated in Phase 1, which has a net fiscal impact of \$1.7 million annually at full stabilization. Phase 1 is anticipated to include 30 percent of the total retail space and approximately 20 percent of the total single family for sale households, which account for the highest household incomes of any residential component. Phase 6 has the lowest fiscal impact at roughly \$6,274 annually in large part because it is proposed to contain the lowest volume of development out of the six phases.

Figure 8. Ongoing Net Fiscal Impact at Full Stabilization by Phase

Source: Economic & Planning Systems

One-Time Revenues

The one-time use tax revenues associated with each phase follow a similar pattern to the net fiscal impacts. Phase 1 is anticipated to generate the most use tax revenue with a total of \$18.5 million, as shown in **Figure 9**. The lowest use tax generation is anticipated to occur in phase 6, with a total of \$2.8 million.

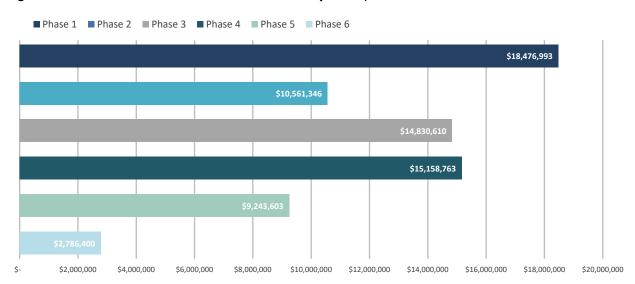


Figure 9. One-Time Use Tax Revenue Generation by Phase, 2026-2046

Source: Economic & Planning Systems

Retail Sensitivity Analysis

The development's reliance on retail was analyzed by reducing the square footage in each phase by factors ranging from 20 to 100 percent, as shown in **Table 13**. The results of the analysis indicate that at full stabilization, the development would have a positive net fiscal impact of \$2.0 million annually if the retail square footage was reduced to zero square feet. The project's reliance on retail is relatively low due to sales tax generation potential attributed to residential development in the Point of Origin methodology. Under the current set of assumptions, commercial development is anticipated to generate only 39 percent of total sales tax revenue.

Table 13. Retail Sensitivity Analysis, Ongoing Net Fiscal Impact

	Retail Square Footage Reduction									
Description	Baseline	20%	40%	60%	80%	100%				
Retail Deliveries (Sq. Ft.)										
Phase 1	180,000	144,000	108,000	72,000	36,000	-				
Phase 2	125,000	100,000	75,000	50,000	25,000	-				
Phase 3	100,000	80,000	60,000	40,000	20,000	-				
Phase 4	75,000	60,000	45,000	30,000	15,000	-				
Phase 5	120,000	96,000	72,000	48,000	24,000	-				
Phase 6	-	_	-	-	-	-				
Total	600,000	480,000	360,000	240,000	120,000	-				
Average Annual Net Fiscal Impact	\$4,662,311	\$4,124,466	\$3,586,622	\$3,048,777	\$2,510,933	\$1,973,088				

Source: Economic & Planning Systems

Print

Castle Rock Town Council Meeting Comments - Submission #127059

Date Submitted: 8/16/2022

August 16, 2022 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming disc later than 1 p.m. Tuesday, August 16. Comments received be public record for the meeting, just as if you had come to cor	by that time will be forwar	rded to Council and included as part of the
Agenda item on which to comment*		
24. Ordinance Amending the Town's Zone District Map	by Approving the Dawson	n Trails Planned Development Plan and 2
Please pick one. To comment on more than one item, pleas	e submit an additional fo	rm.
Comment*		
Where are they getting the water for this project? Castle Ro doubt they could handle more housing and businesses.getti never enough water to cover those rights. In a drought there	ing water rights from othe	er states means nothing because there was
First Name*	Last Name*	
Michael	V	
Address*		
P_O Box 1077		
City*	State*	Zip*
Castle Rock	СО	80104

Email address*

mvanderm@aol.com

Yes: Online or phone-in
Yes: In-person
No
To participate remotely, please visit https://www.CRgov.com/CouncilMeeting for access instructions to get connected, and be prepared to speak during the virtual meeting. We will help you unmute your microphone when Mayor Gray calls your name, or you can use the "raise your hand" feature (or phone-in callers press *3).
In-person speakers please join us at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please arrive at the start of the meeting, as agenda times are approximate.
Those not wishing to comment live can watch the meeting at http://CRgov.com/WatchCouncil or on Comcast Channel 22.
- What is your affiliation?*
Check all that apply.
Resident
Nonresident representing Castle Rock business
Nonresidents and businesses outside the Town of Castle Rock

Do you wish to address Council on this item?*

Print

Castle Rock Town Council Meeting Comments - Submission #127061

Date Submitted: 8/16/2022

August 16, 2022 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, August 16. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

public record for the meeting, just as if you had come to co	ommer	nt in person. All listed fields are	required.
Agenda item on which to comment*			
24. Ordinance Amending the Town's Zone District Map	by A	pproving the Dawson Trails Plar	nned Development Plan and 2
Please pick one. To comment on more than one item, plea			
Comment*			
In-support of Dawson Trails			
First Name*		Last Name*	
Wendy		Bowen	
Address*			
8600 Park Meadows DR, Suite 300			
City*		State*	Zip*
LONE TREE		CO	80124
	_		•
Email address*			

amyyuratovac@gmail.com

	н
	l
Yes: Online or phone-in	l
	l
Yes: In-person	l
	l
No	l
To participate remotely, please visit https://www.CRgov.com/CouncilMeeting for access instructions to get connected, and be prepared to speak during the virtual meeting. We will help you unmute your microphone when Mayor Gray calls your name, or you can use the "raise your hand" feature (or phone-in callers press *3).	
In-person speakers please join us at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please arrive at the start of the meeting, as agenda times are approximate.	
Those not wishing to comment live can watch the meeting at http://CRgov.com/WatchCouncil or on Comcast Channel 22.	
-What is your affiliation?*	1
Check all that apply.	
Resident	l
Nonresident representing Castle Rock business	
Nonresidents and businesses outside the Town of Castle Rock	

Do you wish to address Council on this item?*

Print

Castle Rock Town Council Meeting Comments - Submission #127062

Date Submitted: 8/16/2022

August 16, 2022 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, August 16. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

24. Ordinance Amending the Townâ€	™s Zone District Map by Approving the Dawson	Trails Planned Development Plan and 2
Please pick one. To comment on mor	re than one item, please submit an additional for	n.
Comment*		
in-support of Dawson Trails		
First Name*	Last Name*	
CR	Brinton	
Address*		
321 Players Club Dr.		
City*	State*	Zip*
Castle Rock	СО	80104

Email address*

29skyfire@gmail.com

Yes: Online or phone-in
Yes: In-person
No
To participate remotely, please visit https://www.CRgov.com/CouncilMeeting for access instructions to get connected, and be prepared to speak during the virtual meeting. We will help you unmute your microphone when Mayor Gray calls your name, or you can use the "raise your hand" feature (or phone-in callers press *3).
In-person speakers please join us at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please arrive at the start of the meeting, as agenda times are approximate.
Those not wishing to comment live can watch the meeting at http://CRgov.com/WatchCouncil or on Comcast Channel 22.
-What is your affiliation?*
Check all that apply.
Resident
Nonresident representing Castle Rock business
Nonresidents and businesses outside the Town of Castle Rock

Do you wish to address Council on this item?*

Print

Castle Rock Town Council Meeting Comments - Submission #127063

Date Submitted: 8/16/2022

August 16, 2022 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, August 16. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

24. Ordinance Amending the Town's Zone	District Map by Approving the Dawson 1	rails Planned Development Plan and Z
Please pick one. To comment on more than one	e item, please submit an additional form	
Comment*		
In-Support of Dawson Trails		
First Name*	Last Name*	
Cameron	mcclellan	
Address*		
1371 O'Brien Way		
City*	State*	Zip*
Castle Rock	СО	80109

cameron@coloradoteam.com

O					
Yes: Online or phone-in	l				
	l				
Yes: In-person	l				
	l				
No					
To participate remotely, please visit https://www.CRgov.com/CouncilMeeting for access instructions to get connected, and be prepared to speak during the virtual meeting. We will help you unmute your microphone when Mayor Gray calls your name, or you can use the "raise your hand" feature (or phone-in callers press *3).					
In-person speakers please join us at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please arrive at the start of the meeting, as agenda times are approximate.					
Those not wishing to comment live can watch the meeting at http://CRgov.com/WatchCouncil or on Comcast Channel 22.					
-What is your affiliation?*	1				
Check all that apply.					
Resident	l				
	l				
Nonresident representing Castle Rock business					
Nonresidents and businesses outside the Town of Castle Rock					

Do you wish to address Council on this item?*

Print

Castle Rock Town Council Meeting Comments - Submission #127068

Date Submitted: 8/16/2022

August 16, 2022 Castle Rock Town Council Meeting Comments

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, August 16. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

public record for the meeting, just as if you had come to con	nment	in person. All listed fields are	required.
Agenda item on which to comment*			
24. Ordinance Amending the Town's Zone District Map	by App	roving the Dawson Trails Plan	ned Development Plan and Z
Please pick one. To comment on more than one item, please	e subm	nit an additional form.	
Comment*			
I support the application			
First Name*	1	Last Name*	
Quinn		Hull	
Address*			
1386 royal troon Dr			
City*	5	State*	Zip*
Castle rock	7	Со	80104
Email address*			

Qhull@gmail.com

Yes: Online or phone-in					
Yes: In-person					
No					
To participate remotely, please visit https://www.CRgov.com/CouncilMeeting for access instructions to get connected, and be prepared to speak during the virtual meeting. We will help you unmute your microphone when Mayor Gray calls your name, or you can use the "raise your hand" feature (or phone-in callers press *3).					
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-What is your affiliation?*					
Check all that apply.					
Resident					
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Do you wish to address Council on this item?*

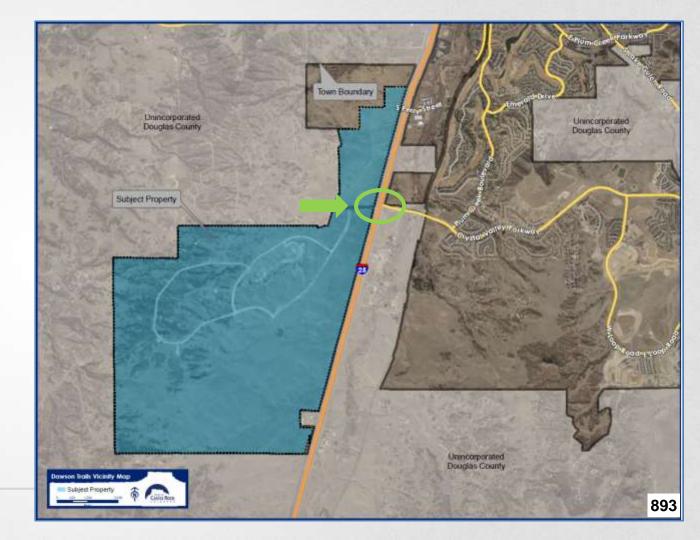
DAWSON TRAILS PLANNED DEVELOPMENT AND ZONING REGULATIONS; AND DEVELOPMENT AGREEMENT

TOWN COUNCIL AUGUST 16, 2022



VICINITY MAP

- 2,064 acres
- Southwest Corner
- West of I-25, North and South of Territorial Road.
- Location of Crystal Valley Interchange



HISTORY OF ENTITLEMENTS

Castle Rock Ranch PD

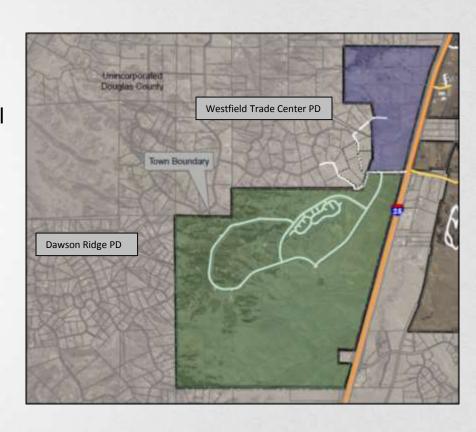
- Annexed and Zoned in 1984
- 7,900 residential units
- 20.5 million s.f. of Commercial/Office/Retail

Westfield Trade Center PD

- Rezoned 1986, Amended 1989
- 0 residential units
- 11.7 million s.f. of Commercial/Research & Development

Dawson Ridge PD

- Rezoned 1986
- 7,900 residential units
- 9.3 million s.f. of Commercial/Office/Retail



Dawson Ridge and Westfield combined for 7,900 units & 21 million s.f. of non-residential.894

EXISTING CONDITIONS

Westfield Trade Center PD

- No platting, site planning or development has occurred
- Zoning Entitlements remain in effect

Dawson Ridge PD

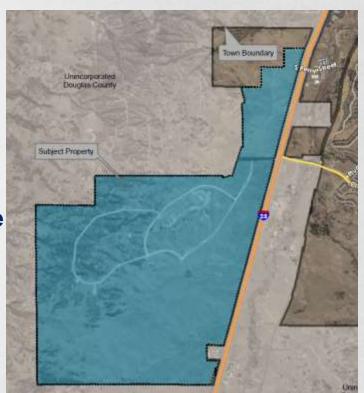
- Roads and infrastructure constructed
- 234 residential lots platted
- 1990 Bankruptcy
- 1992 Suspension Agreement
- No development activity for 30 years



DAWSON TRAILS PLANNED DEVELOPMENT

The Dawson Trails PD rezones the Dawson Ridge PD and a portion of the Westfield Trade Center PD resulting in:

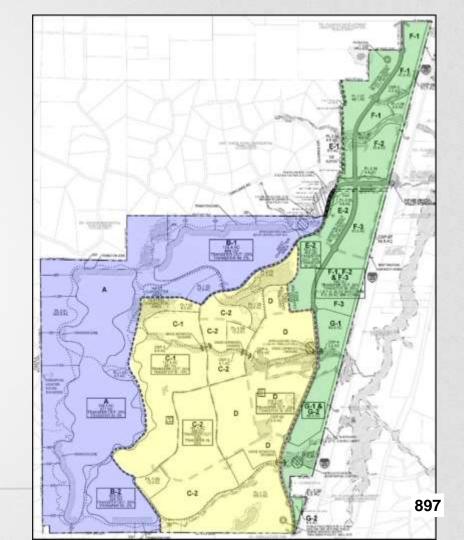
- 748 acres of Open Space: 202% increase
- 5,850 Dwelling Units: 26% decrease
- 2,400 High Density Units: 56% decrease
- 3.2 million sq. ft. Comm/Office/Retail: 82% decrease
- 228 acres of Public Land: 2% increase
- 250 ft 1,506 ft Buffers: 150% 1,406 % increase
- \$50 M toward Crystal Valley Interchange
- 5 mils in Metro District Regional mil levy
- Critical Roadway Connections (west side frontage)



DAWSON TRAILS PD

The Zoning Regulations in the PD Plan establish:

- Character Areas
- Variety of housing types and densities
 - Density Transfers
- Non-residential uses
- Public land for schools, parks, fire station, mobility hub
- Open Space buffers and corridors
- Architectural Standards
- Highway-Oriented Sign Plan
- Wildland/Urban Interface (WUI) Wildfire Vegetation Management Plan



ZONING COMPARISON

	Existing	Proposed	% Change
Residential Units	7,900	5,850	- 26%
Non-Residential	17,558,274 sf	3,200,000 sf	- 82%
Open Space	248 acres	748 acres	+ 202%
Public Land	223 acres	228 acres	+ 2%
Buffer	50 - 100 feet	250 – 1,506 feet	+ 400% - 1,400%

COMMUNITY OUTREACH AND FEEDBACK

Outreach Efforts

- 3 neighborhood meetings are required
- 5 neighborhood meetings held
- Numerous in-person meetings with residents, homeowner associations, etc.

Community Concerns

- Traffic/Road Improvements/Mobility Hub
- Water Resources
- Wildlife
- Open Space/Buffers/Trails
- Emergency Services

Neighborhood Meetings						
Date	Format	Attendance				
April 12, 2021	Virtual	133				
May 24, 2021	Hybrid	77				
October 12, 2021	Hybrid	40				
February 7, 2022	Hybrid	184				
June 27, 2022	Hybrid	70				

CRITERIA AND ANALYSIS

Planned Development Plan CRMC 17.34.030

- Community Vision / Land Use Entitlements
- Relationship to Surrounding Area
- Circulation and Connectivity
- Service, Phasing and Off-Site Impacts
- Open Space, Public Lands and Recreation Amenities
- Preservation of Natural Features

Technical Criteria

- Utilities: Water/Sanitary Sewer
- Stormwater: Drainage
- Transportation: Roadways/Traffic/Multi-Modal
- Parks and Recreation: Open Space, Trails, Parks
- Emergency Services: WUI, EVA, Fire Facility

Water:

Castle Rock Water long term plan includes renewable water for original zoning

- Dedication of all groundwater rights to the Town, converted to water credit
- No lots can be platted for development without appropriate water credits
- Dedication of land to the Town for future water wells and plant
 - On east side of property
 - Not planned for current use
- Water System Improvements
 - "Green Zone" Tank to serve western portion of development
 - Area will not be graded/developed until water system in place to serve this area

Water:

- Water Efficiency Plan:
 - Most stringent in the Town
 - Residential
 - Front yards Coloradoscape/xeric with no turf
 - Backyards limited to 500 sqft turf maximum
 - Commercial No irrigated turf in landscaping
 - Multi-family Turf limited to outdoor amenity areas such as picnic areas
 - Require water efficient fixtures in homes and businesses
 - If Town Code requires stricter conservation requirements in future –
 Dawson Trails must comply with the stricter requirements

Transportation:

- Crystal Valley Interchange (CVI)
 - Est. project cost at \$118 M include red and blue areas below
 - Dawson Trails \$50 million contribution toward CVI
 - \$50 M may increase up to \$68 M if not paid by March 1, 2023
 - No building permits until CVI contribution is paid
 - No building permits until CVI is opened, with exception:
 - Costco permit to be issued prior to CVI being opened,
 Costco will not open until CVI is open to public

Plum



Transportation continued:

- Southern Dawson Trails Boulevard blue
 - First two lanes part of CVI project
 - Development obligated for additional lanes to full buildout per phasing plan
 - Connect to County's portion south of property to Tomah Road
- Northern Dawson Trails Boulevard purple
 - Extension to Plum Creek Parkway
 - First 2 lanes at 25,000 vpd on west side CVI
 - Remaining 2 lanes when 12,000 vpd
 - Construction may occur earlier, however not before CVI is underway
 - If constructed prior to CVI being open, 500 residential units allowed



Other DA obligations:

- Existing infrastructure (roads, water, sanitary sewer, stormwater, etc.)
 - Most to be removed, will not be put in use
- Fire Station land dedication and \$4 million contribution toward station/equipment
- Wildfire Urban Interface Assessment and Mitigation of public land dedication
- Emergency Vehicle Access to Douglas County subdivision Keene Ranch
- Redesigned entrance to Twin Oaks to discourage traffic and EVA
- Mobility Hub land dedication

Other DA obligations:

- Dedication of two large public land areas early, with remainder to come at time of adjacent development plats
- Metro Districts to collect new "Regional Mill Levy" of 5 mills, remitted to the Town
- Development Suspension clause, if construction of less than \$500,000 in infrastructure and no building permits in 10 years
- Vested Property Rights for 30 years, per the Colorado Vested Property Rights law.
 Town Council may approve a one time 10 year extension.

FINDINGS

Dawson Trails Planned Development and Zoning Regulations:

- Represents a significant reduction in density and a substantial increase in public open space and community buffers,
- Meets the Municipal Code and Town technical requirements, and
- Advances the Town's Vision, Cornerstones and Comprehensive Plan

	Existing*	Proposed	% Change
Residential Units	7,900	5,850	- 26%
Non-Residential Square Footage	17,558,274 s.f.	3,200,000 sf	- 82%
Open Space	248 acres	748 acres	+ 202%
Public Land	223 acres	228 acres	+ 2%
Buffer	50 - 100 feet	250 – 1,506 feet	+ 400% - 1,400%

RECOMMENDATION

- Planning Commission voted 7 to 0, to recommend approval of the Dawson Trails Planned Development Plan and Zoning Regulations to Town Council, with the following recommendations:
 - 1) Town work with the County on the new frontage road extension from the south property boundary of the Dawson Trails development to intersection with Tomah Road, so the entire length of road is both safe and provides fire egress, and
 - 2) Encourage the water department to work with the neighboring communities who may be interested in paying their fair share of accessing the Town's central water system.

> 908

Staff recommends approval of the Dawson Trails Development
 Agreement

PROPOSED MOTIONS

Approval:

"I move to approve the Dawson Trails Planned Development Plan and Zoning Regulations as introduced by title on first reading."

"I move to approve the Dawson Trails Development Agreement as introduced by title on first reading."

Alternative Motions

Approval with Conditions

"I move to approve the Dawson Trails Planned Development Plan and Zoning Regulations as introduced by title, with the following conditions:" (list conditions)

"I move to approve the Dawson Trails Development Agreement as introduced by title, with the following conditions:" (list conditions)

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

"I move to continue this item to the Town Council meeting on [date], 2022, at [time]."

QUESTIONS?



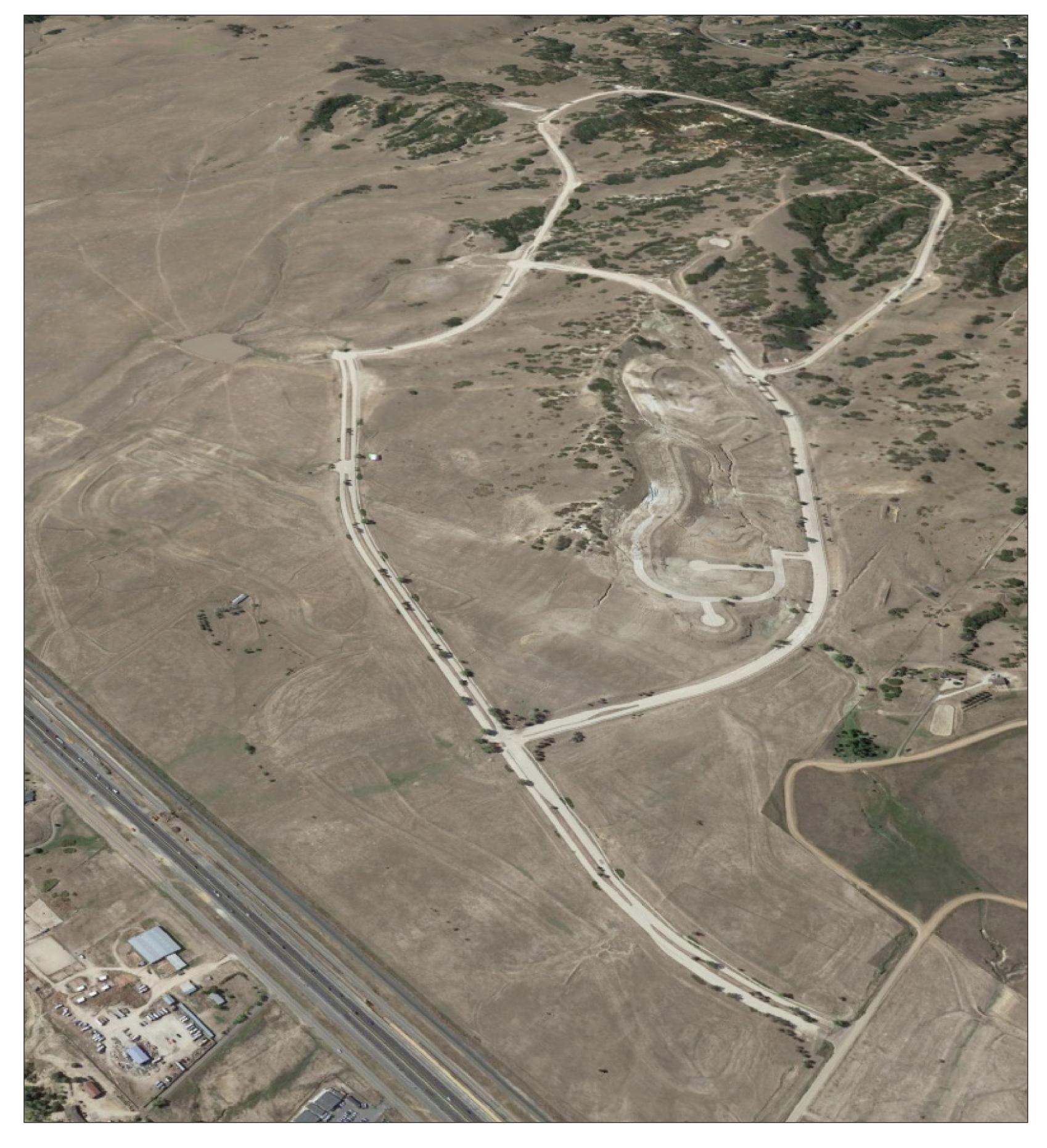




PROPERTY BACKGROUND

- Continental Divide Racetrack
- Large property which was annexed into the Town almost 40 years ago (1986)
- Significant amount of infrastructure constructed 30+ years ago but not accepted into the Town's systems and operations
- Many have wondered what has happened in the past and what will happen in the future
- Out of State ownership (1992-Present)
- New Vision for the property -Westside Investment Partners





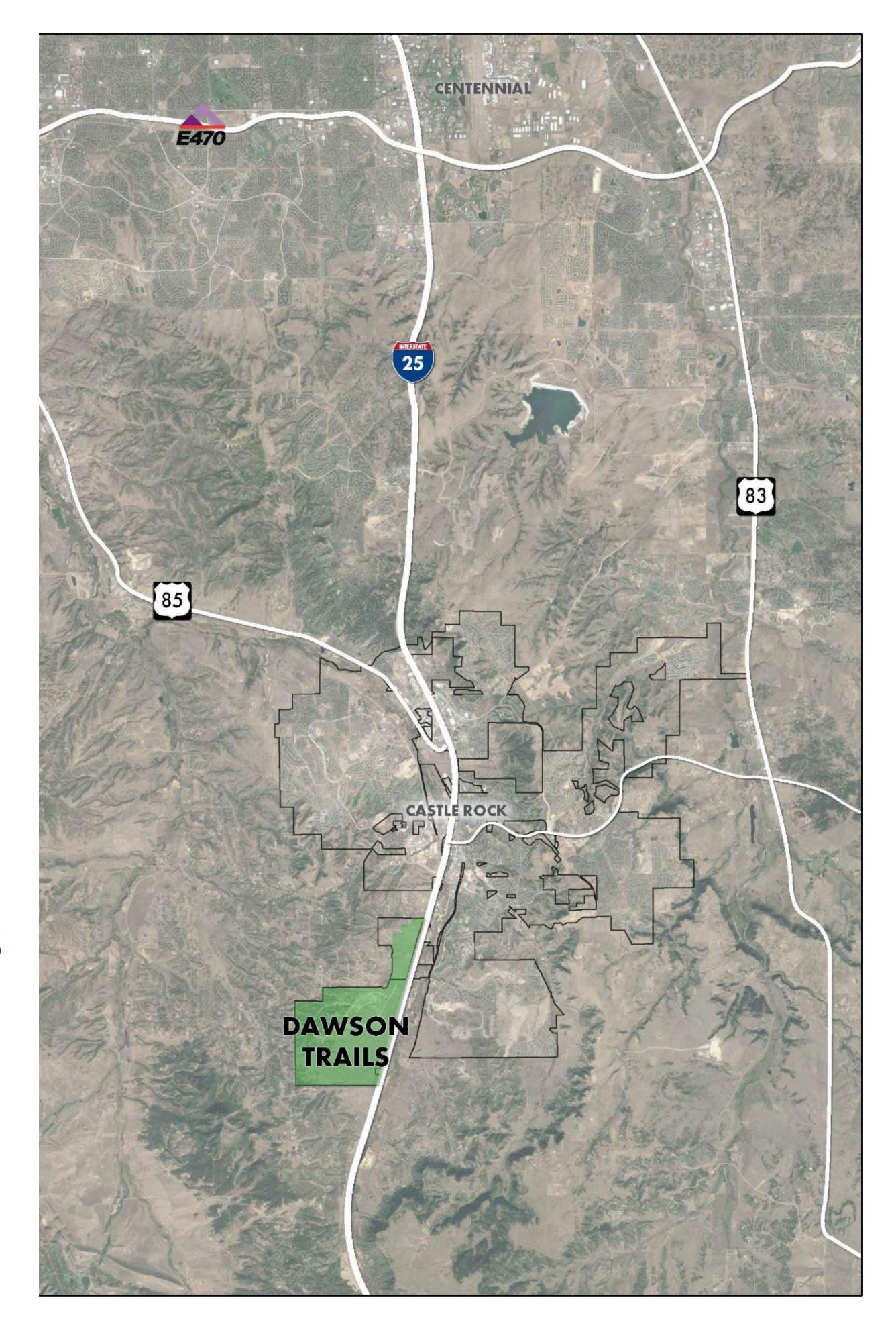






KEY ATTRIBUTES OF THE PROPERTY

- Southern Gateway to the Town of Castle Rock
- Connectivity
 - Located next to an I-25 interchange planned for 40+ years
- Full range of land uses
 - Will provide jobs, shopping areas, and homes
 - Current zoning:
 - 7,900 homes
 - 20,000,000 sq. ft. commercial, industrial, and retail
 - Property has been part of the Town's Vision for 40 years
 - Property included within the Town and County's long-range planning efforts, based on existing zoning
- Open Space, parks, schools, and recreation





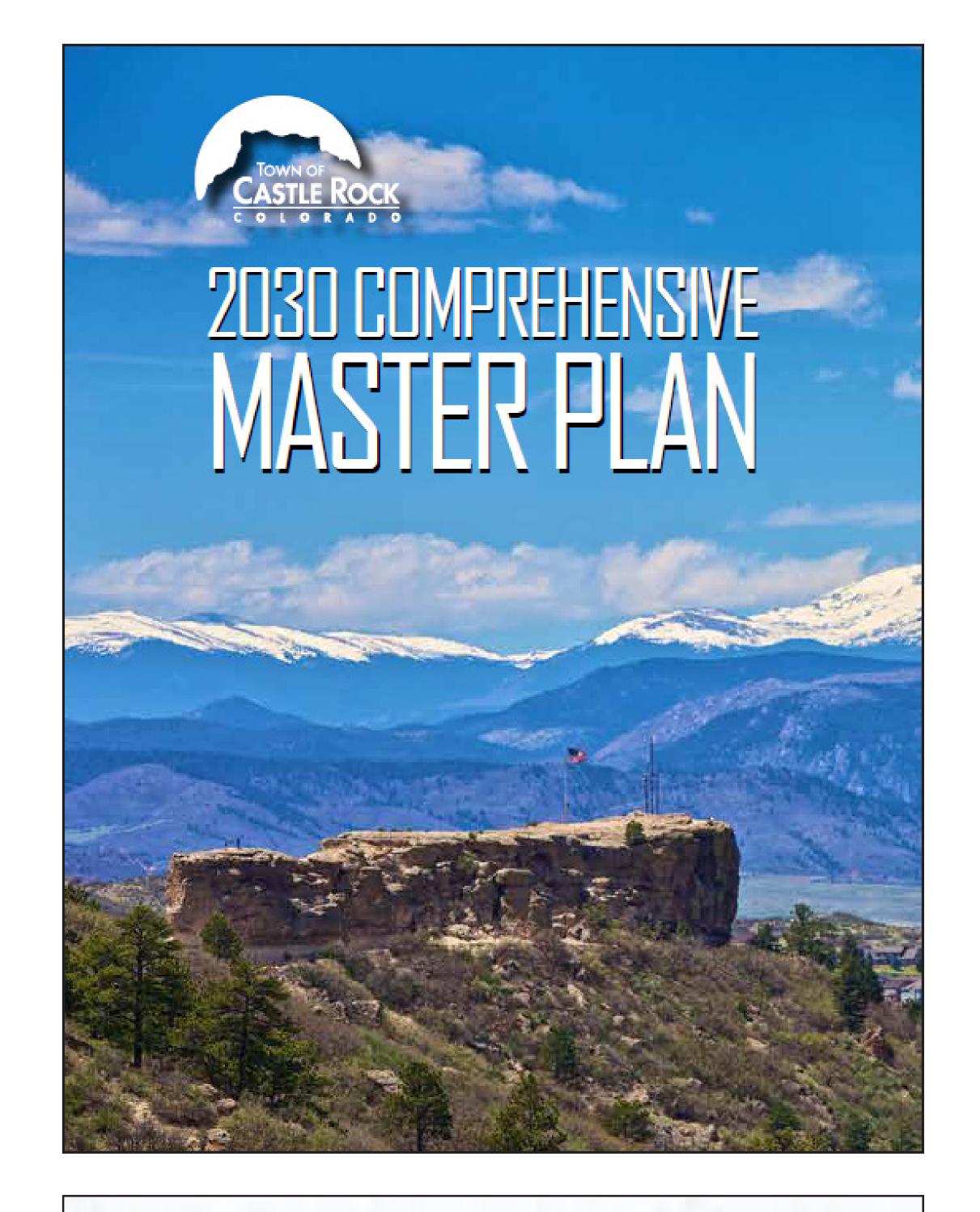




TOWN VISION

2030 Castle Rock Comprehensive Master Plan

- Distinct Town Identity
- Responsible Growth
- Community Services
- Thriving Community



Four Cornerstones

The building blocks of our Vision are embodied in the Four Cornerstones:

- Distinct Town Identity
- Responsible Growth
- Community Services
- Thriving Economy





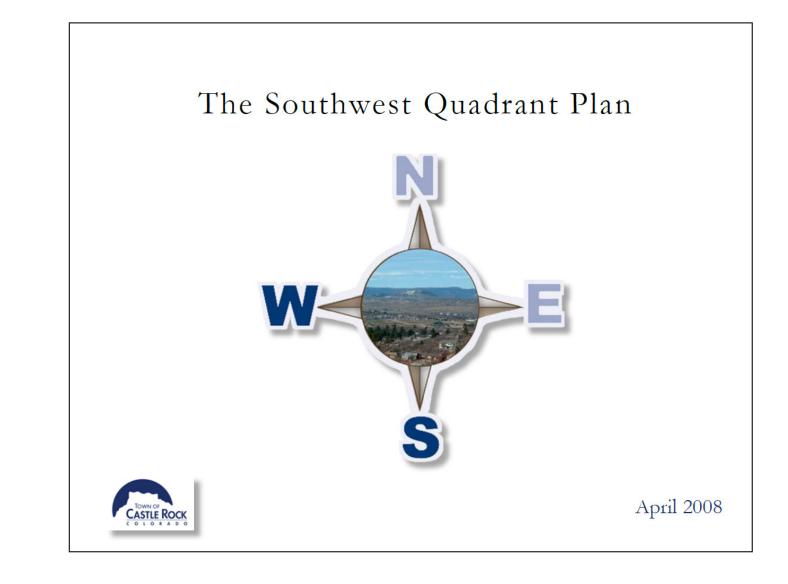


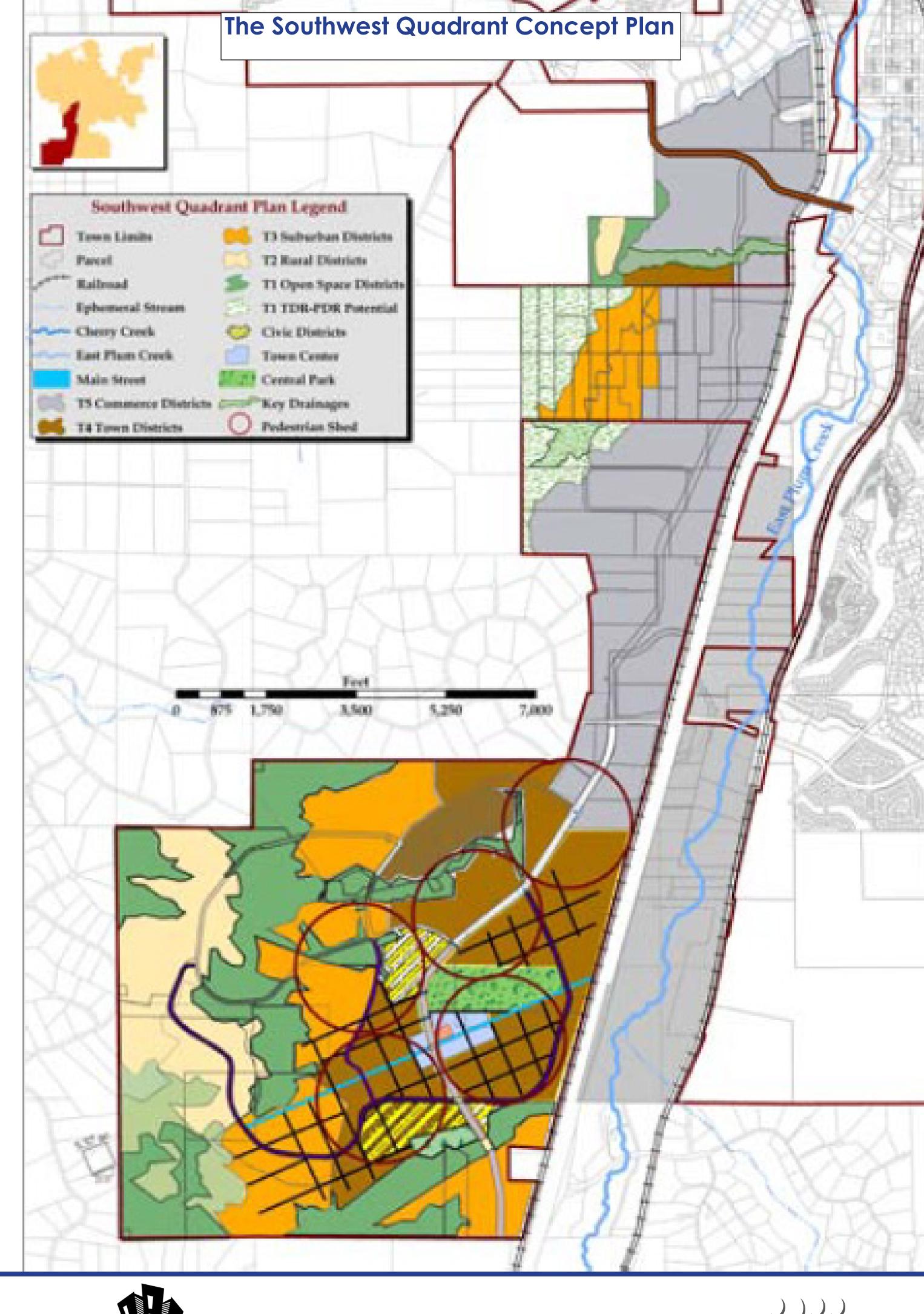


TOWN VISION

The Southwest Quadrant Plan Dawson Trails meets the plans goals by:

- Promoting residential and commercial neighborhoods through mixed housing types and densities, pedestrian friendly design, and community gathering areas.
- Ensuring sustainable development
- Contributing to the Town's economic self-sufficiency
- Implementing outstanding design features
- Fostering active lives and lifestyles
- Providing places for social interaction
- Eliminating dependency on the automobile for every trip











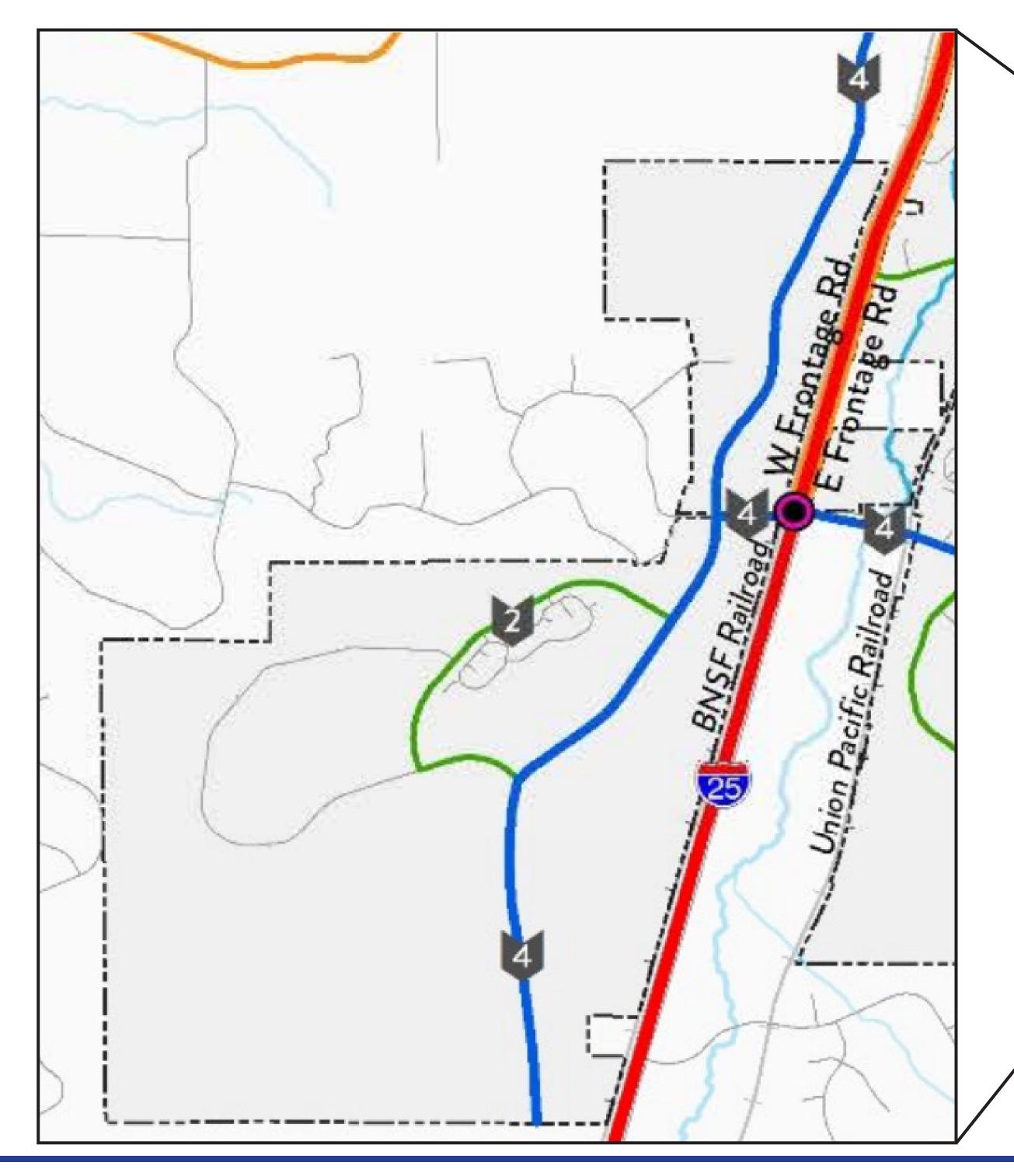


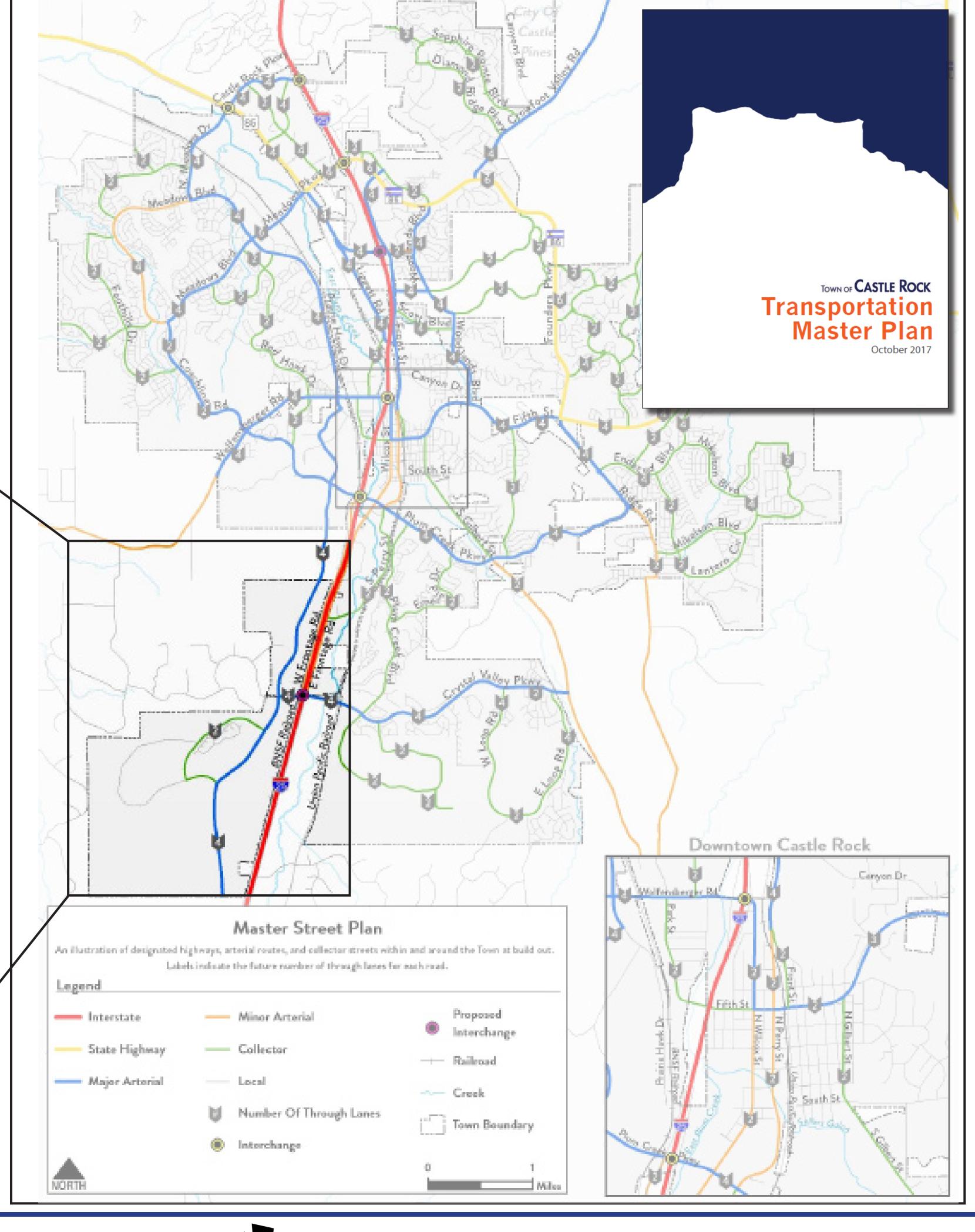
TOWN VISION

Transportation Master Plan (October 2017)

• Identifies frontage road connection

Identifies location for interchange













COMMUNITY OUTREACH

Neighborhood Meetings

- First April 13, 2021
- Second May 24, 2021
- Third October 21, 2021
- Fourth February 7, 2022
- Fifth June 27, 2022

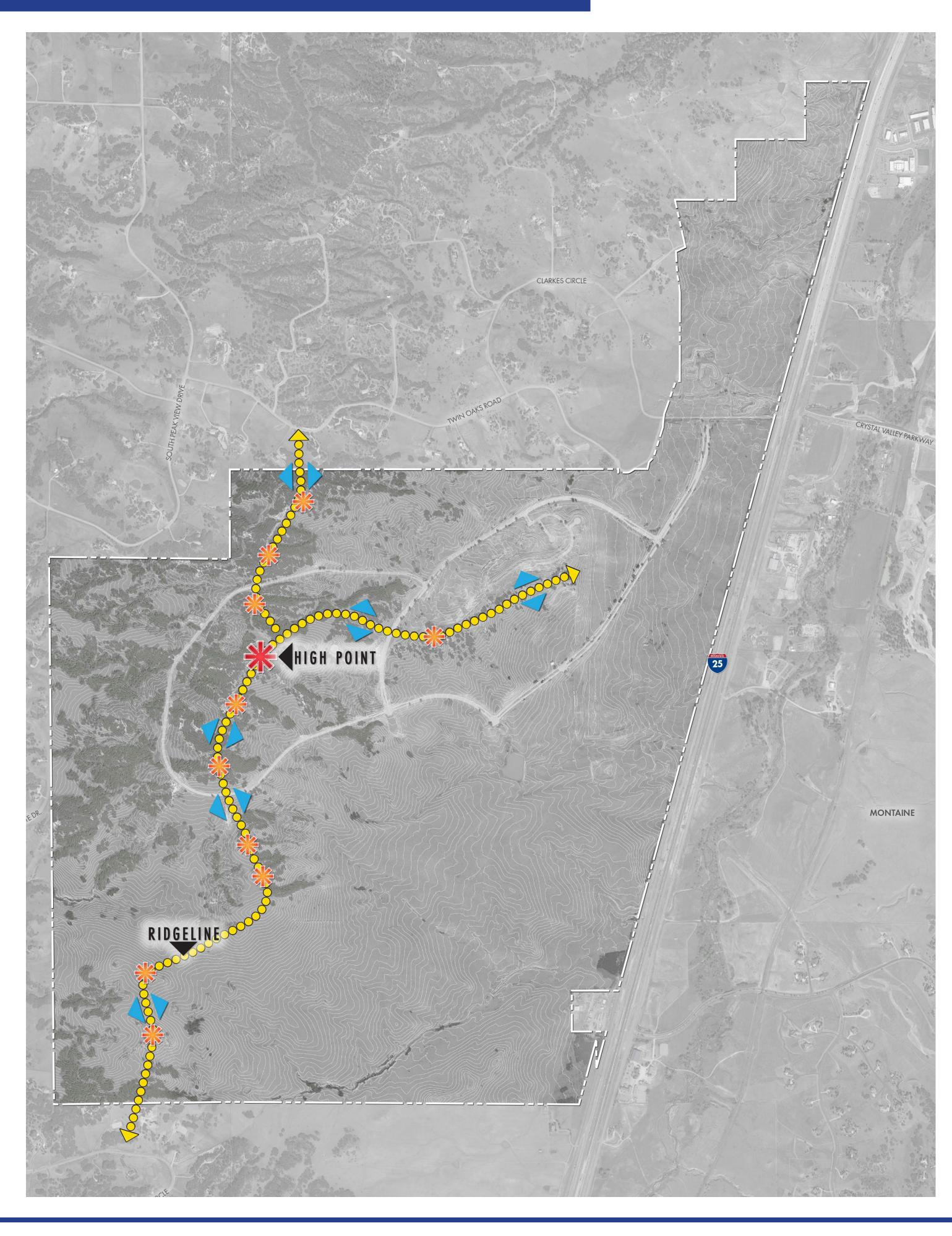
Additional Meetings:

- Twin Oaks HOA (5 meetings)
- Keene Ranch HOA (4 meetings)
- Crystal Crossing HOA
- Castle Rock Rotary Club
- Castle Rock Economic Development
- Castle Rock Chamber of Commerce









Preservation of ridge











- Preservation of ridge
- Drainage









- Preservation of ridge
- Drainage
- High Point Viewsheds





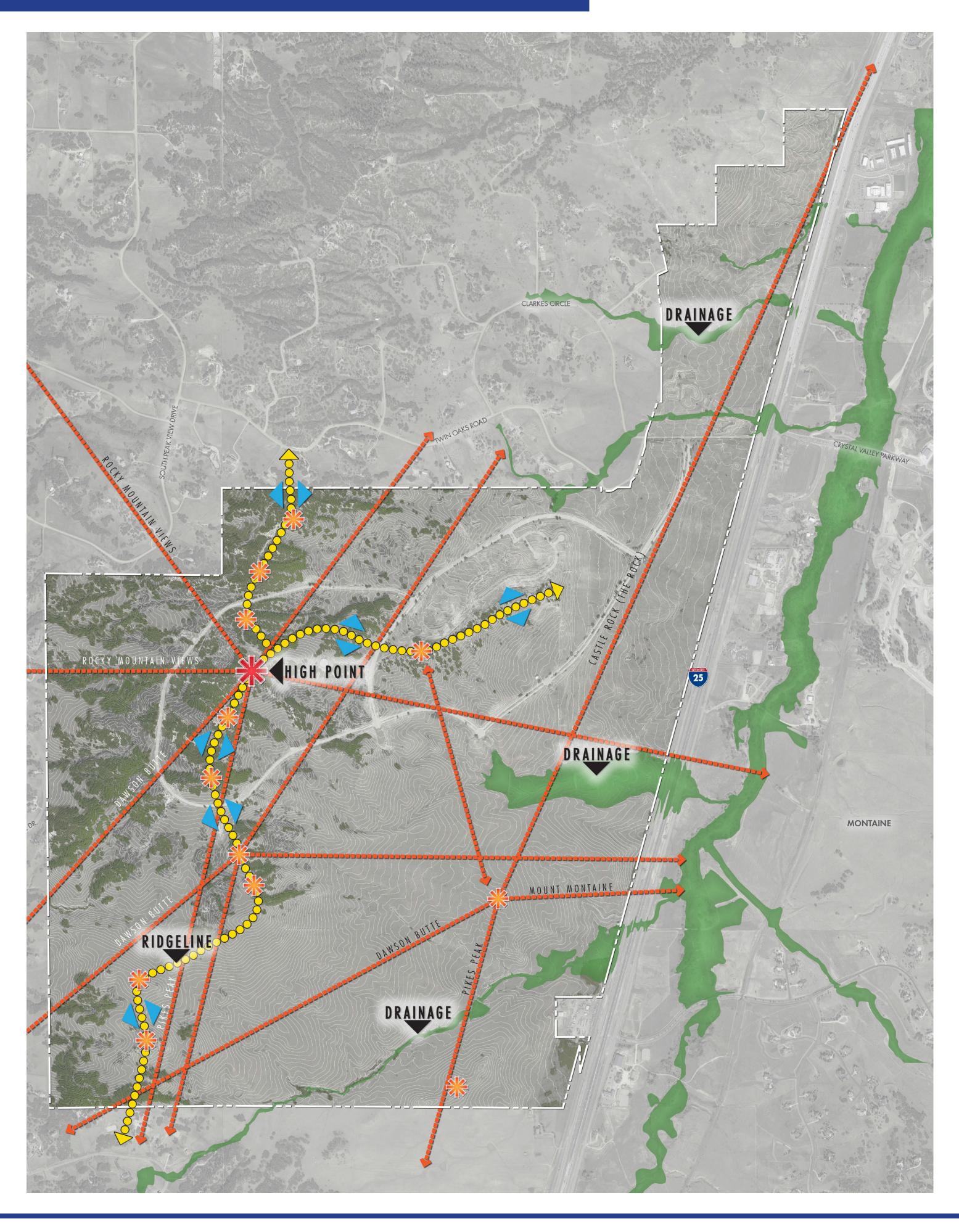




- Preservation of ridge
- Drainage
- High Point Viewsheds
- Vegetation







- Preservation of ridge
- Drainage
- High Point Viewsheds
- Vegetation
- Future Roadway Connections

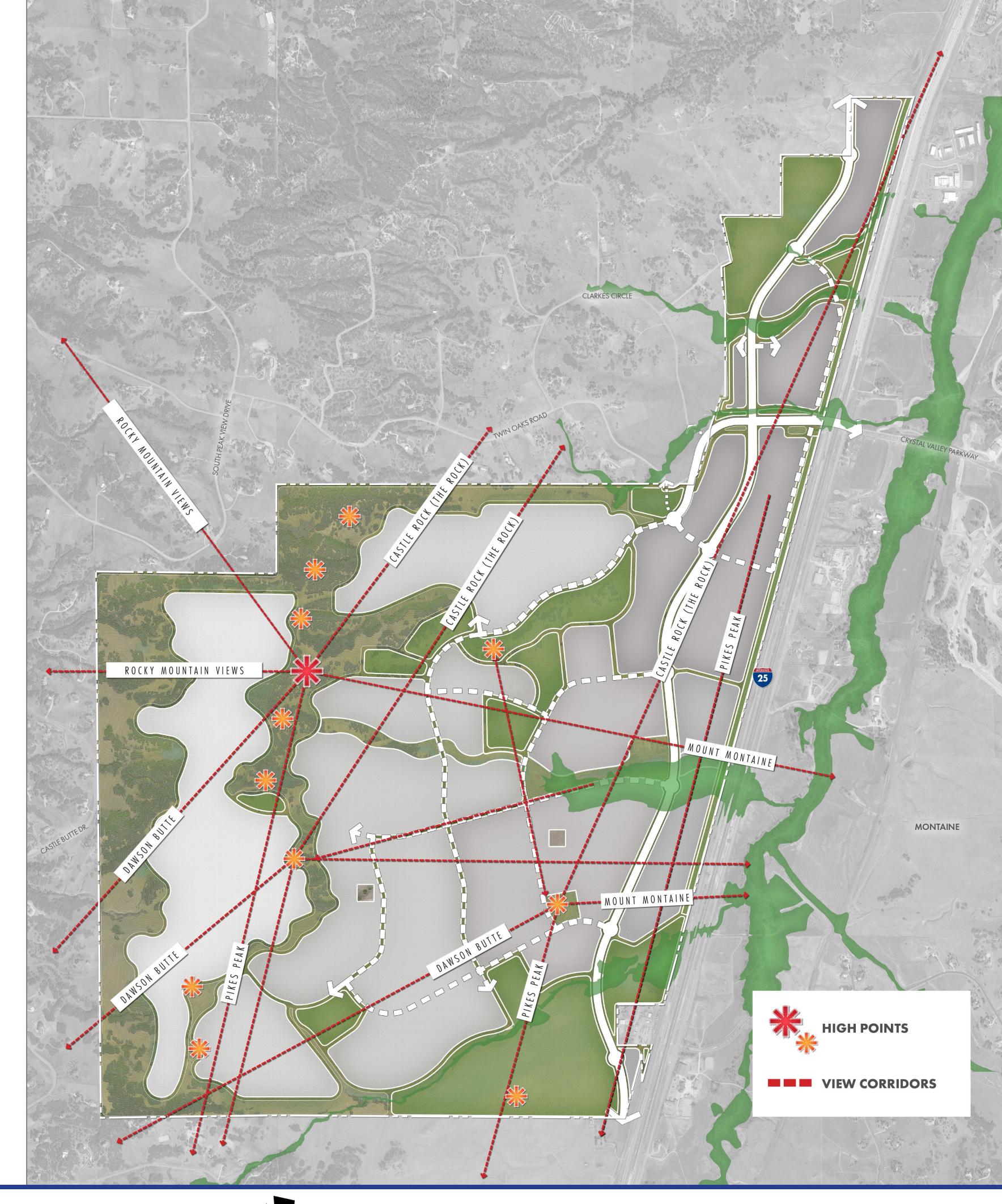




OVERALL LAYOUT

Considerations

- Preservation of Ridge
- Drainage
- High Point Viewsheds
- Vegetation
- Future Roadway Connections
- Coordination with adjacent neighbors



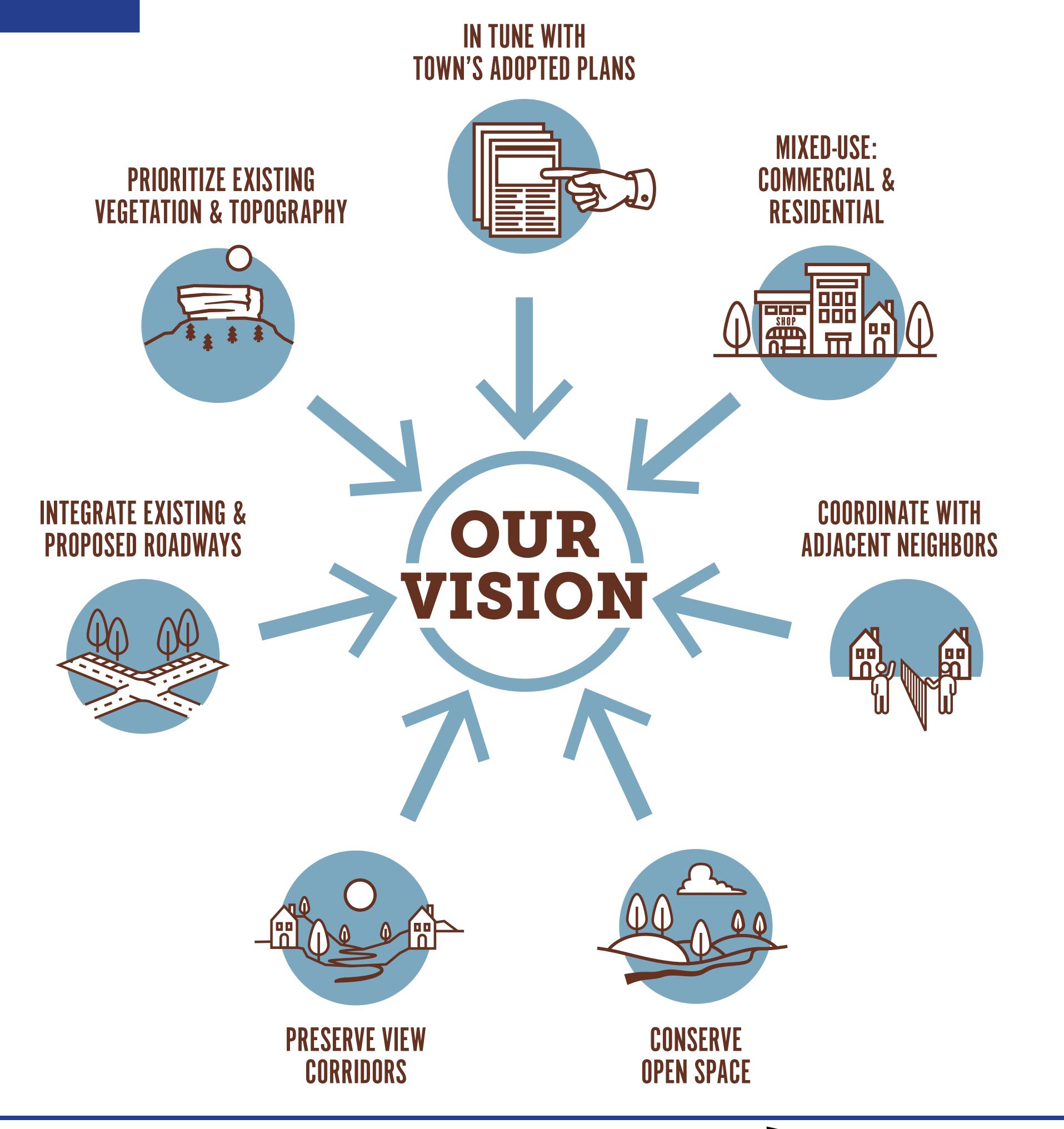








OUR VISION











FINAL PDP SUBMITTAL

Character Areas

West, Central, East

Planning Areas

A through G

Edge Treatments

- 250-foot buffer (minimum)
- Transition Zone Standards

Dwelling Unit Transfers

- None allowed into West Character Area
- Transfers allowed in Central and East Character Areas

Signage

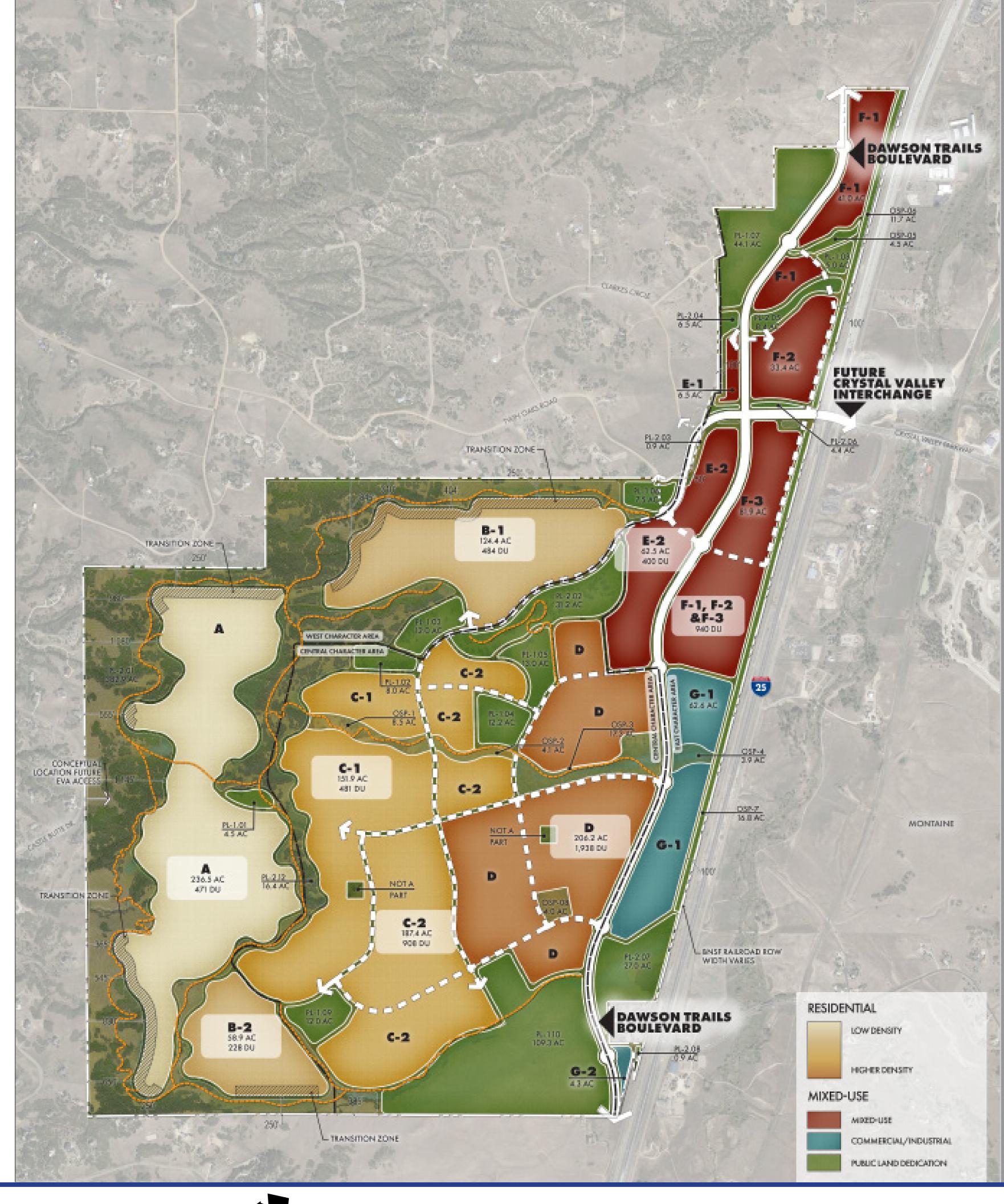
• Landmark Sign Standards (Highway oriented)

Architectural Standards

- Building and site design
- Pedestrian oriented district

Collaboration with adjacent neighbors

- Buffers / Transition Zone
- Twin Oaks entrances
- Keene Ranch Emergency Vehicle Access











CHARACTER AREAS

West

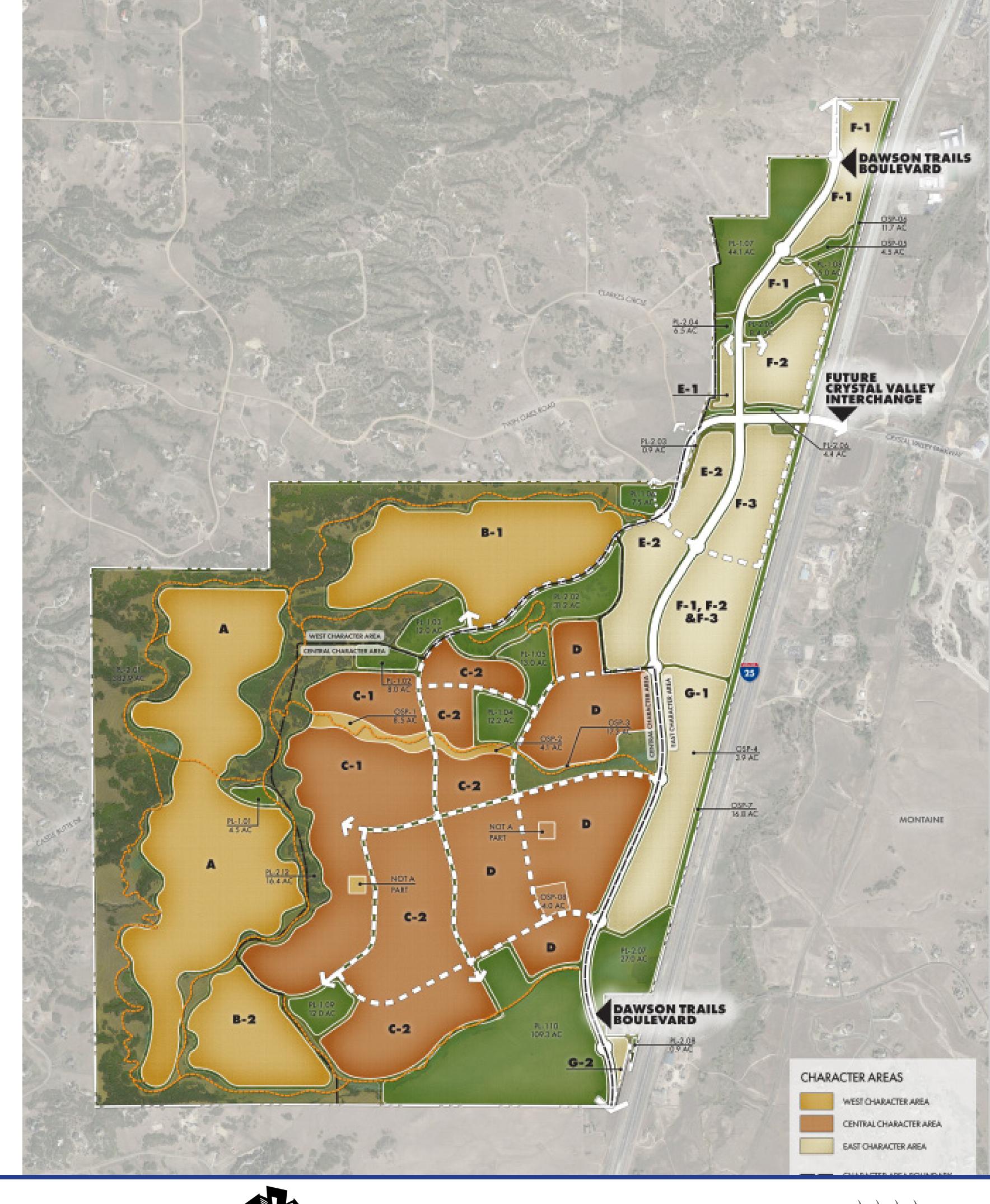
- Planning Area closest to Twin Oaks added
- Low density, single-family detached only
- Significant open space
- Planning Areas A & B

Central

- Mainly residential
- Varying densities, increasing from west to east
- Planning Areas C & D

East

- Mixed-use opportunities
- Pedestrian oriented, mixed-use district
- Highest residential densities
- Commercial / retail / office uses
- Flex-Industrial uses
- Transit hub
- PLD
- Planning Areas E, F, & G











PLANNING AREAS

A & B

- Lowest densities
- Single-family detached only

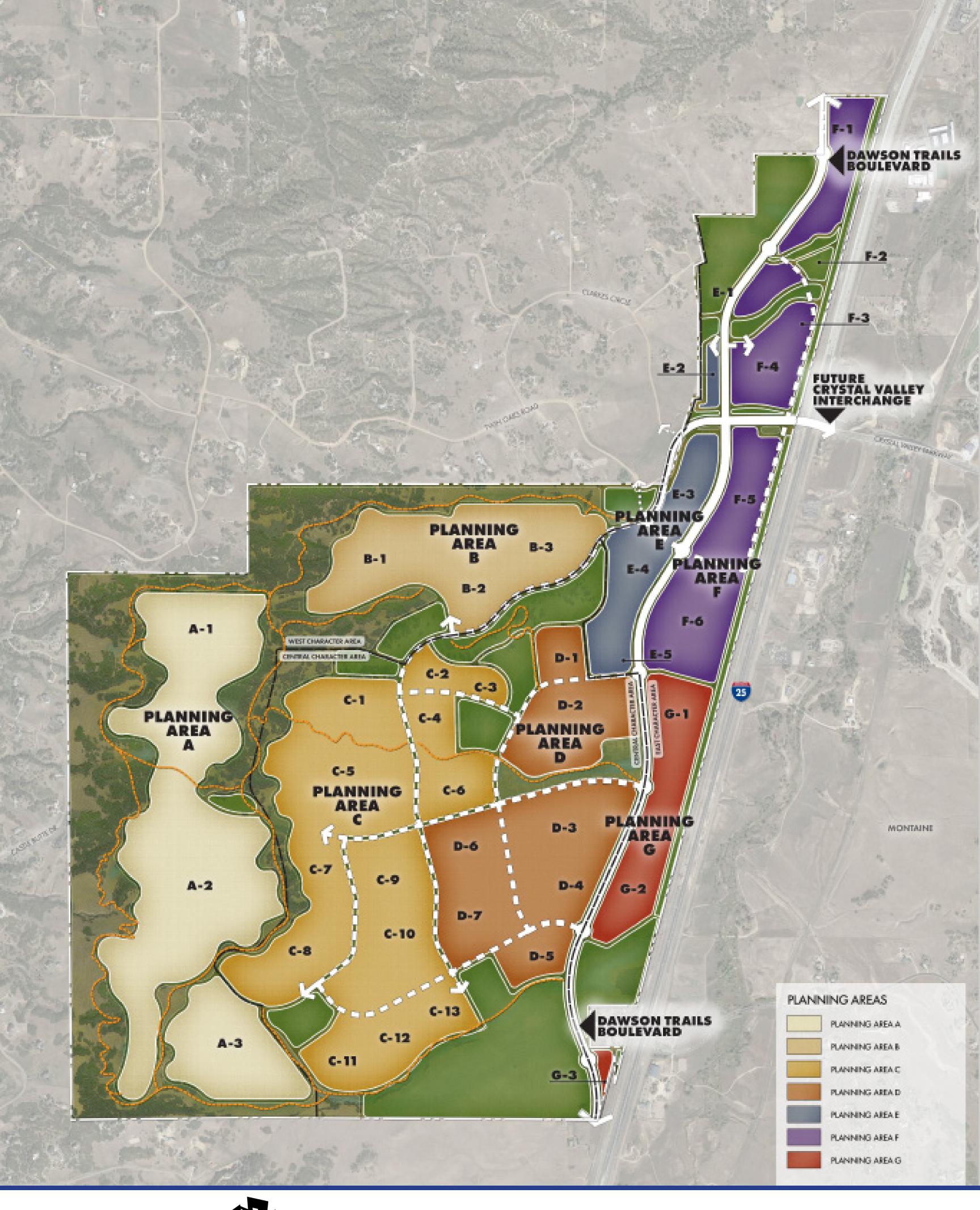
- Generally, lower density residential
- Limited non-residential

- Mixed density residential
- Non-residential uses

- Mixed-use
- Pedestrian oriented area
- E-2 Non-residential use only

Mixed-use

- Office
- Flex-Industrial
- No residential











OPEN SPACE & PLD

Open Space

- 748 acres total
 - 462.2 acres of public open space
 - 70.8 acres private open space
 - 215 acres of future open space

Public Land Dedication

227.6 acres dedicated to Town





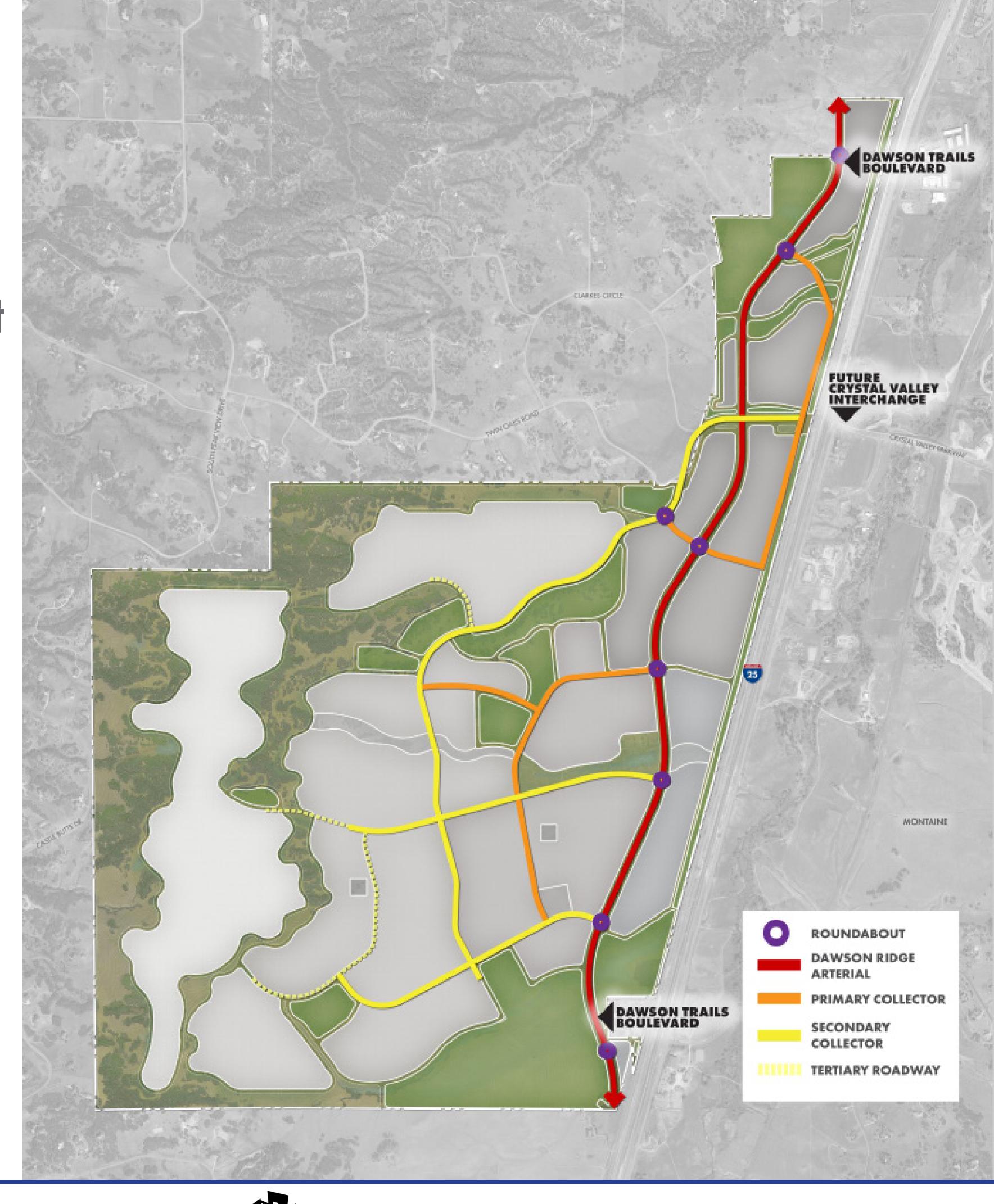






TRANSPORTATION NETWORK

- Alignment of relocated West Frontage Road has been finalized.
- Plan is currently in progress by the Town, design to be completed Fall 2022 as part of the CVI process.
- Required as part of the CVI process, the portion of the relocated West Frontage Road south of the Dawson Trails property (to Tomah Road) will be coordinated by Douglas County.











MAJOR PLAN CHANGES FROM FIRST PDP SUBMITTAL

- Collaboration with Adjacent Neighbors and Town
- Planning Areas
 - Densities
 - Land Uses
 - Building Heights
 - Configurations
- Increased minimum buffer area from 100' to 250' minimum
- Added Transition Zone Standards for residential lots closest to County residences
- Area North of Interchange
 - Public Land Dedication (PLD)
 - Reduction in development area
 - Buffers added
- PLD Adjustments
- Pedestrian Oriented District Identified
 - Central gathering area
 - Enhanced streetscapes
- Coordinated access points with Twin Oaks homeowners
 - Assist in design and construction of relocated entry
- Included Emergency Vehicle Access (EVA) connection with Keene Ranch







TOWN BENEFITS

- Downzoning
 - Number of residential units decreased from 7,900 to 5,850 (26% reduction)
 - Non-residential square footage reduced from 20 million to 3.2 million square feet
- Exceeding the Minimum Required Open Space
 - Town requirement: 20%
 - Plan provides: 36%
- Preservation of the Property's High Points and Ridge
- +/- 25 miles of Trails 4 Grade Separated Crossings
- PLD is greater than Town requirements
 - Two large PLD locations (150+ acres combined)
 - Mobility hub
 - Land Dedication & Financial Contribution to New Fire Station
- Fiscally responsible
- Coordinated Access Points with Twin Oaks Homeowners
- Keene Ranch Emergency Vehicle Access
- Architectural Guidelines
- Signage
 - No digital signage
- Water Efficiency Plan
 - Reduce indoor and outdoor water use





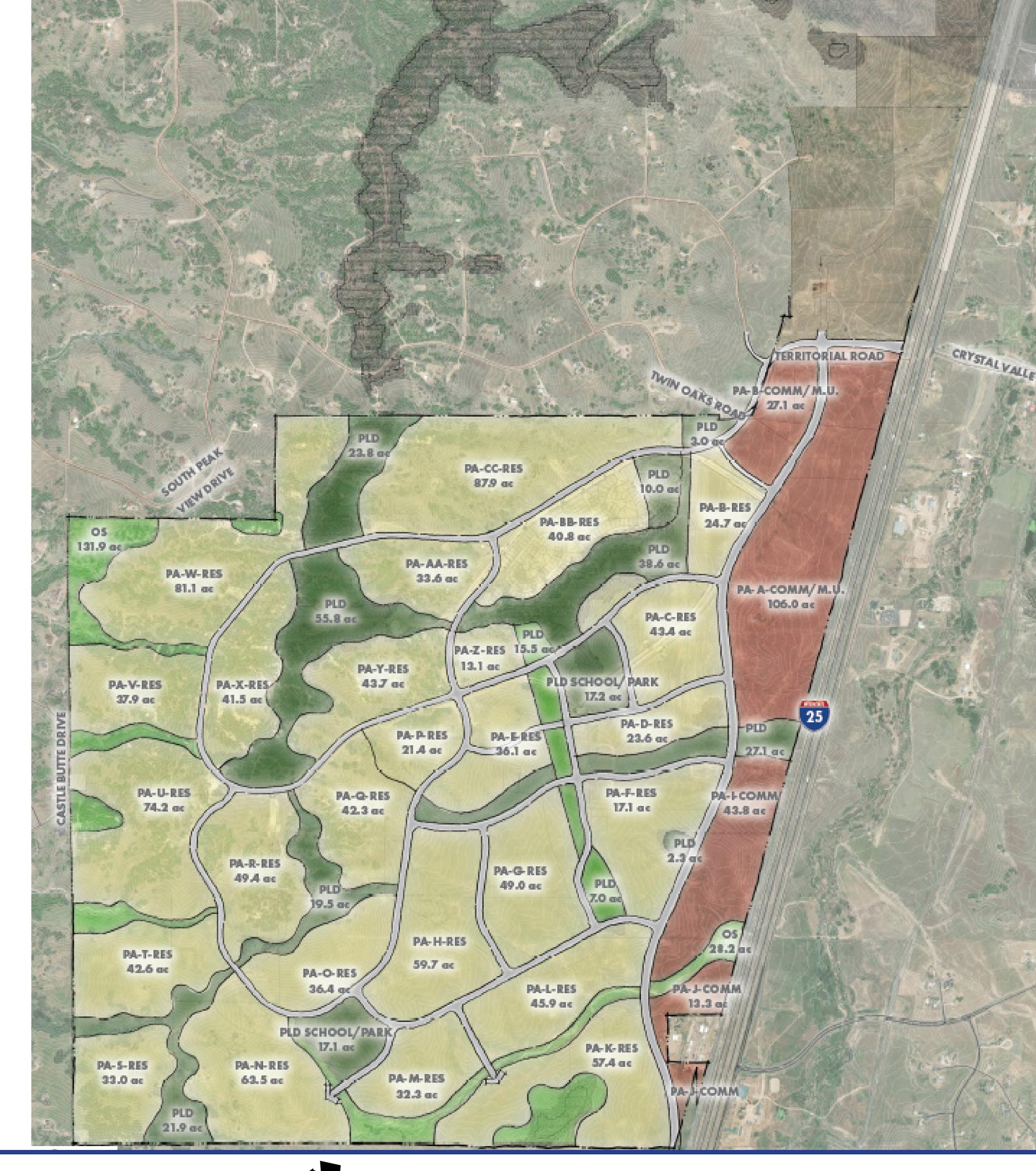


THANK YOU!

QUESTIONS OR COMMENTS?



- Preservation of ridge
- Non-Residential land uses along 1-25



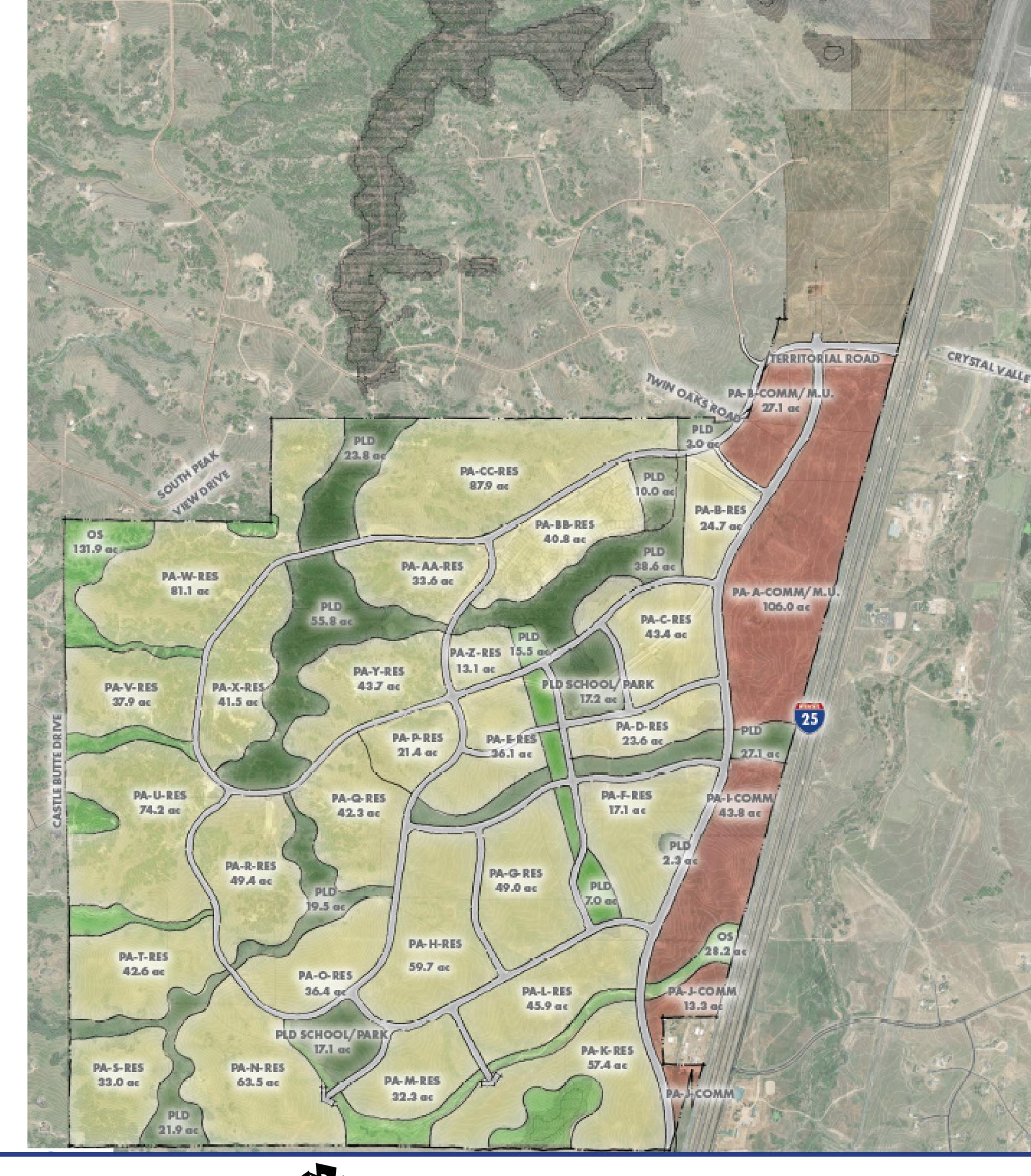








- Preservation of ridge
- Non-Residential land uses along 1-25
- Clustered residential pattern





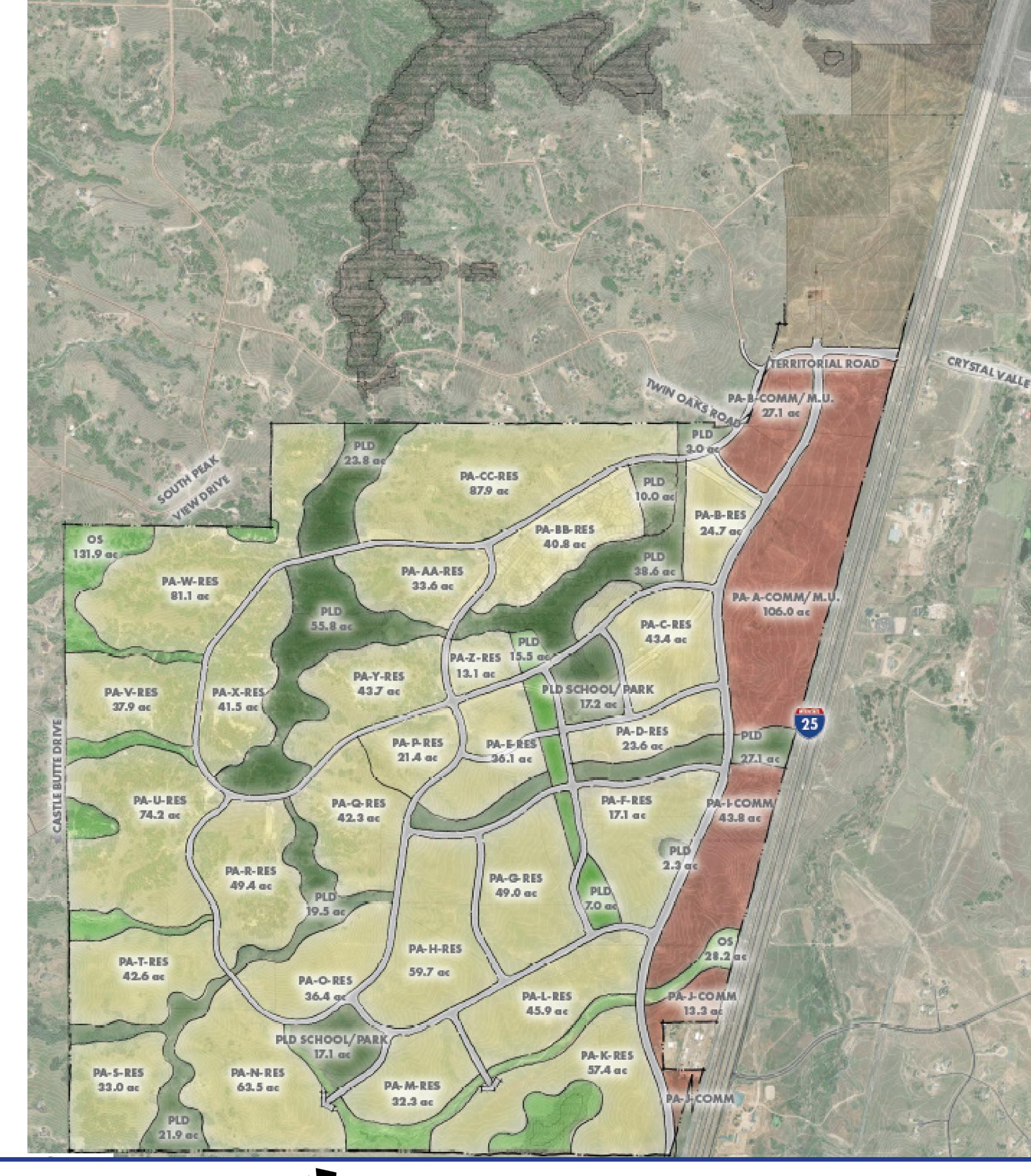








- Preservation of ridge
- Non-Residential land uses along 1-25
- Clustered residential pattern
- Connected open space corridors



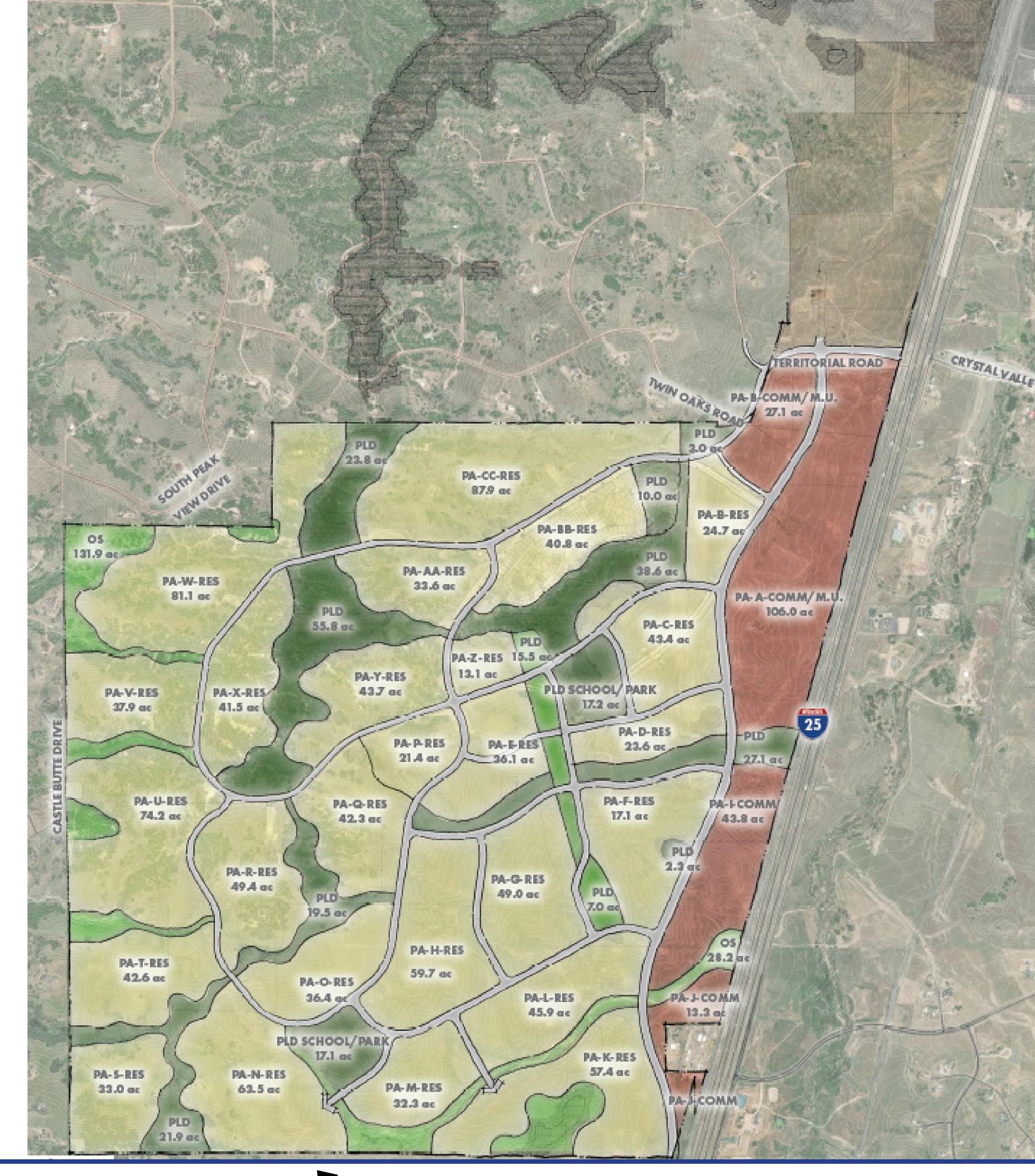








- Preservation of ridge
- Non-Residential land uses along 1-25
- Clustered residential pattern
- Connected open space corridors
- Roadway system fits natural terrain





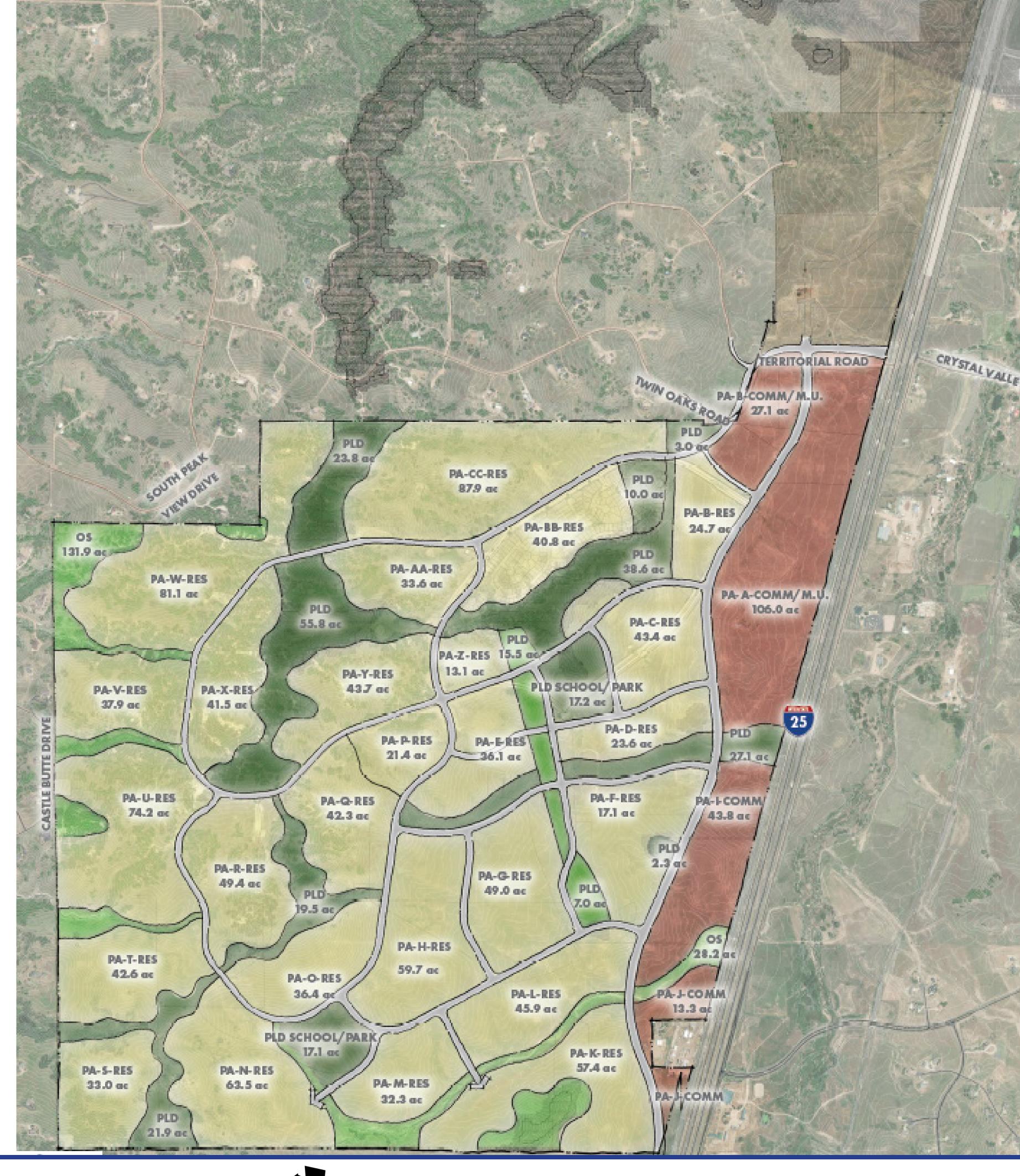






INITIAL CONCEPT

- Preservation of ridge
- Non-Residential land uses along 1-25
- Clustered residential pattern
- Connected open space corridors
- Roadway system fits natural terrain
- Compliance with Town Plans
 - Comprehensive Master Plan
 - Southwest Quadrant Plan
 - Transportation Master Plan





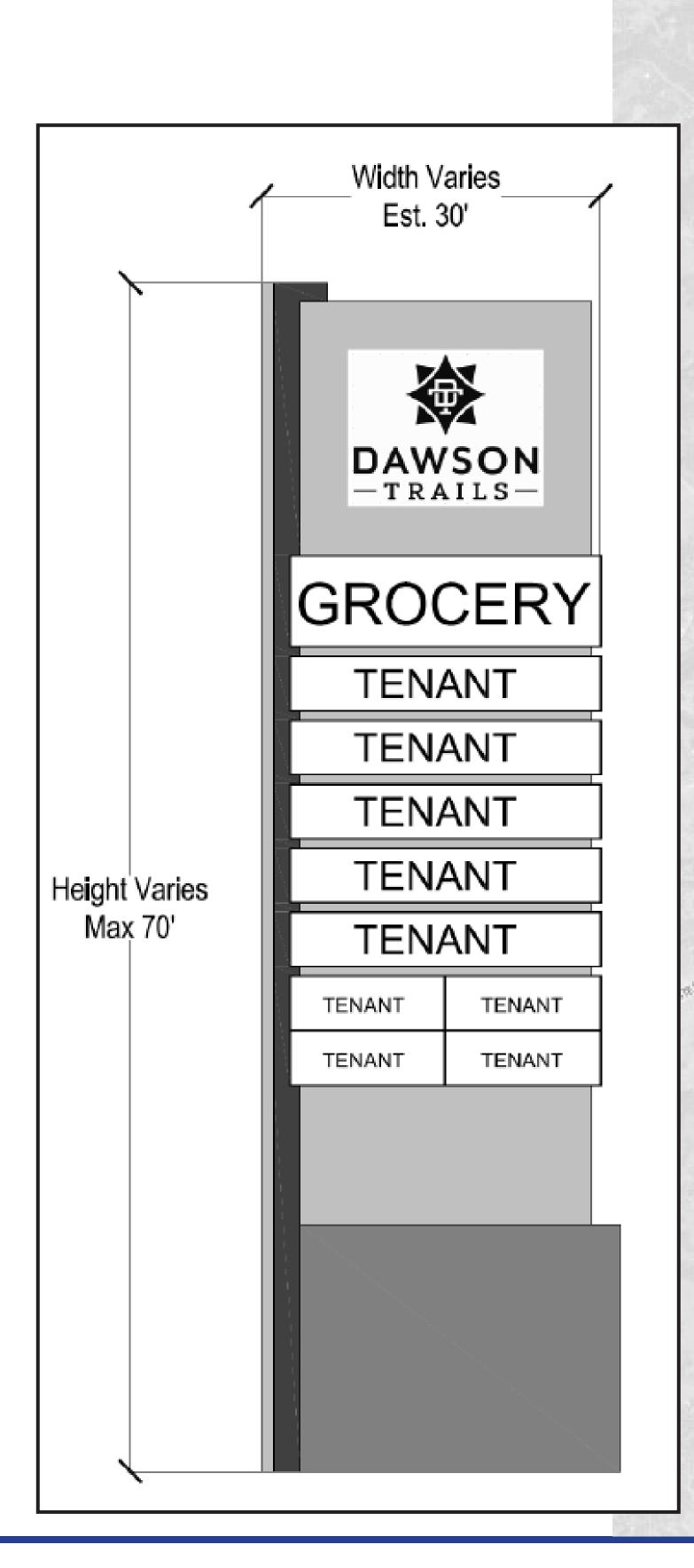


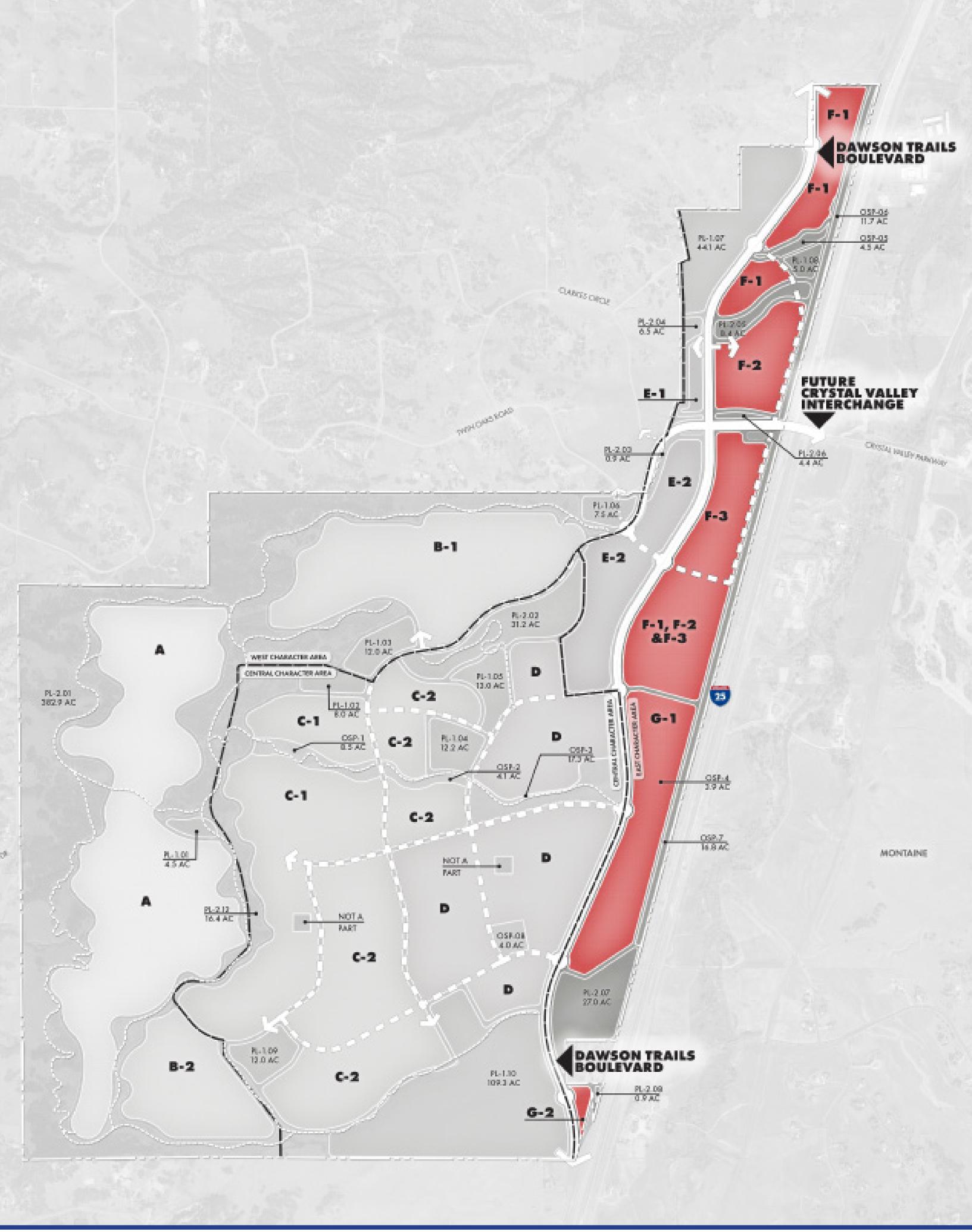




LANDMARK SIGNS

- Non-Electronic
- Allowed only along I-25, within Planning Areas F & G.
- Maximum of 8 signs.
- Maximum height of 70 feet.
- 700 sq. ft. per sign face area with a max. of 2 sign faces.
- Pole and Electronic
 Signs prohibited.







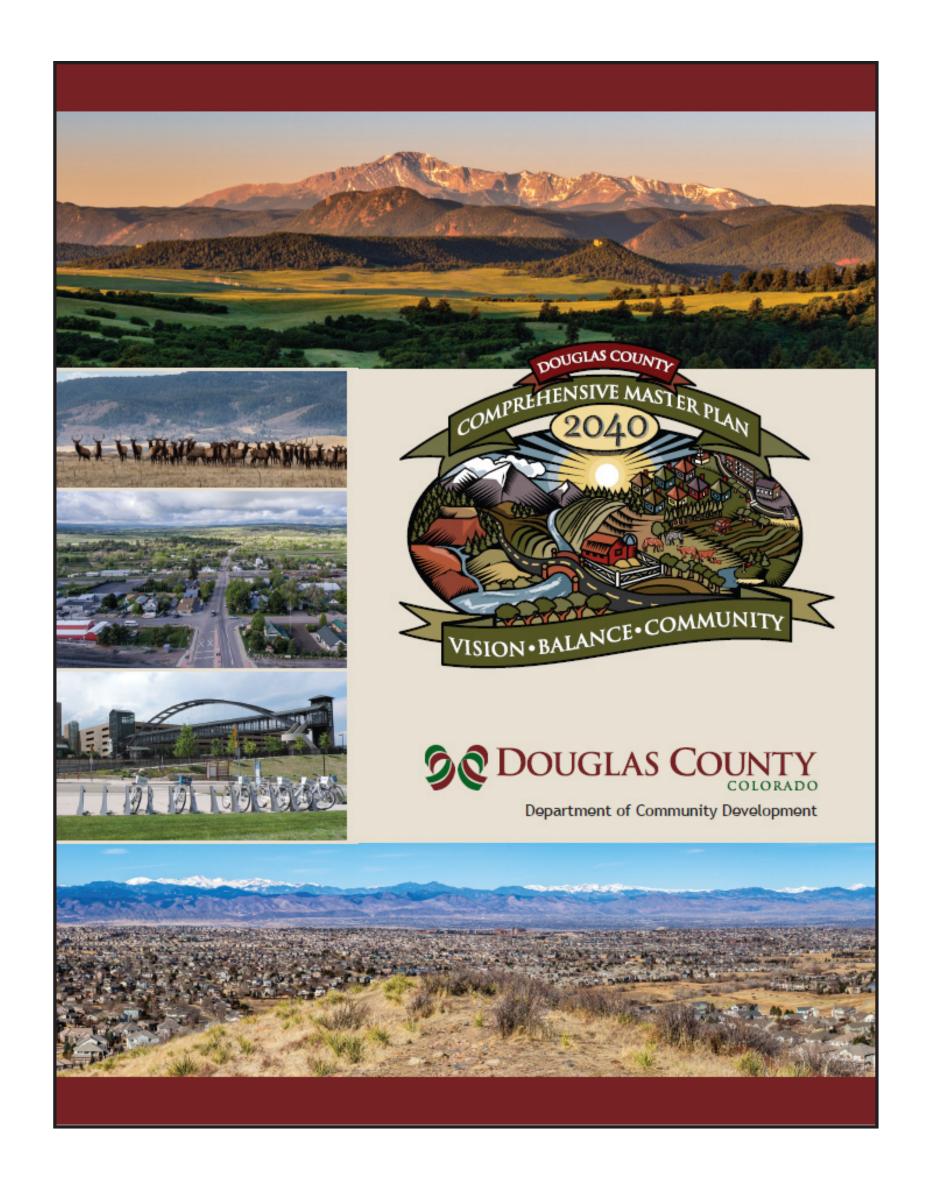


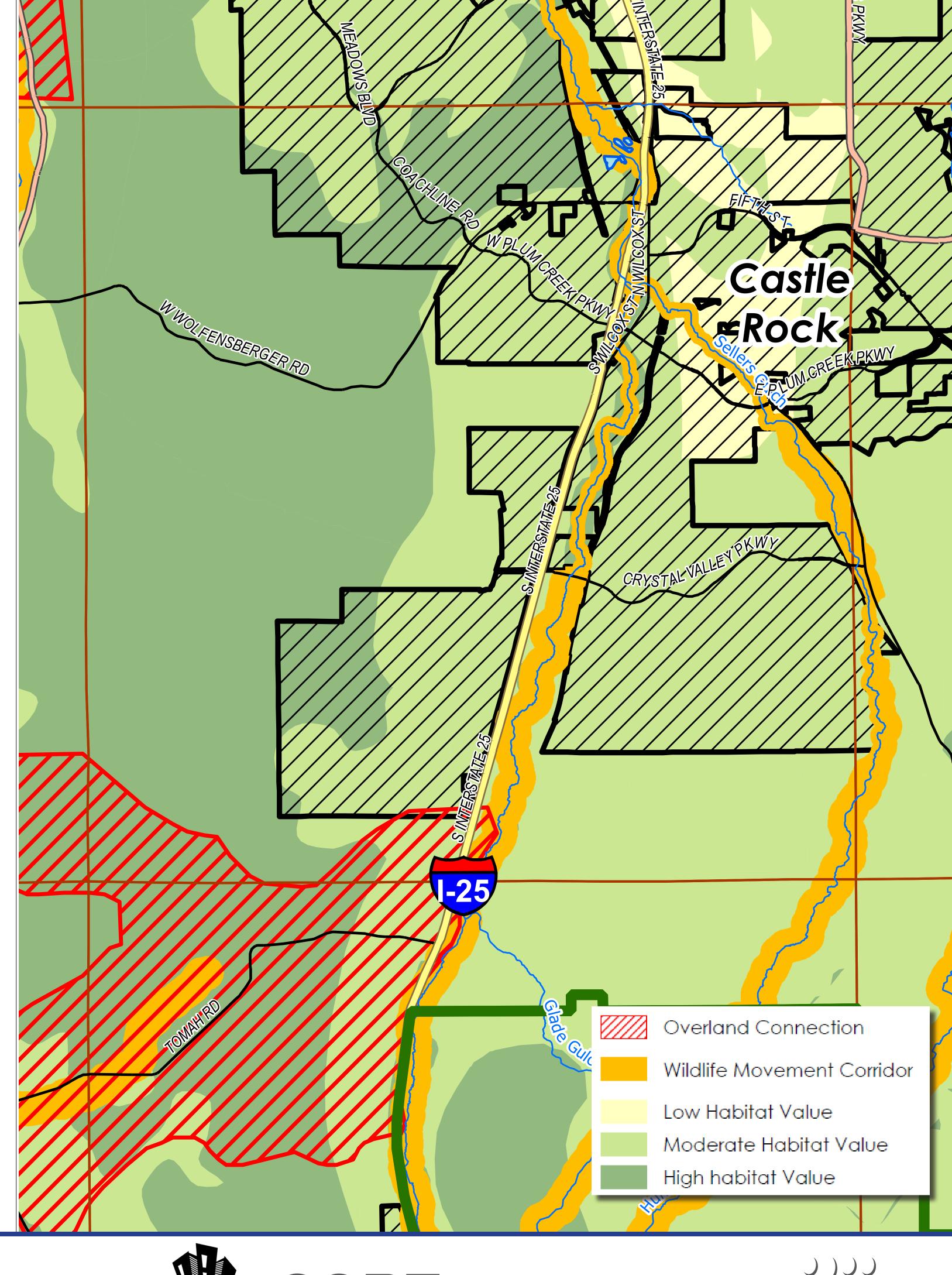




WILDLIFE HABITAT

- Douglas County 2040
 Comprehensive Plan
- Majority of property is within Moderate Habitat
- Significant wildlife corridors





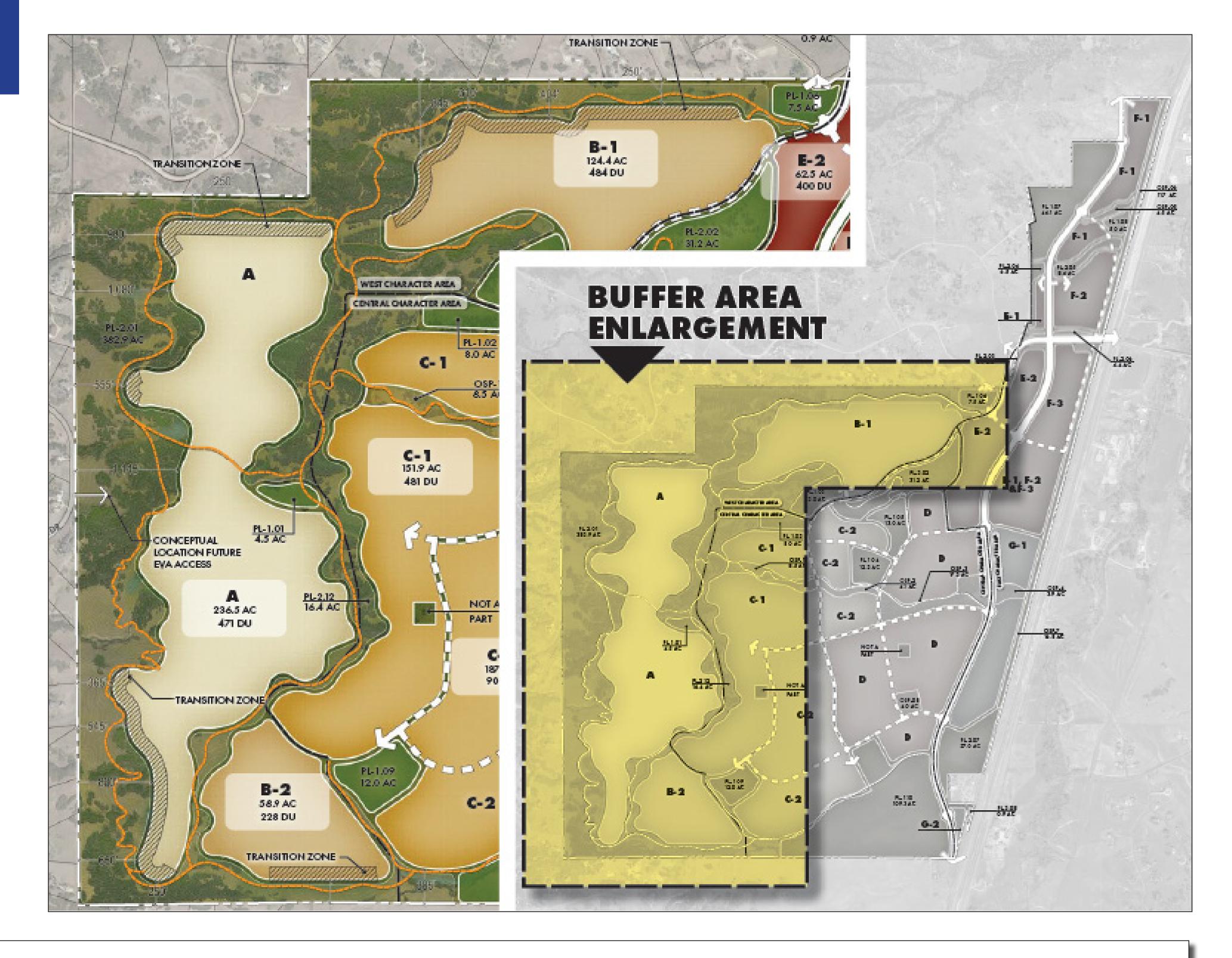






EDGE BUFFFER & TRANSITION ZONE

- Minimum lot sizes
- Subdued building colors
- Lighting standards for exterior lighting (including flood lights)
- Vegetation / landscaping for enhanced screening
- Wildlife friendly fence standards



Primary Changes Since First Submittal

- Buffer areas increased from 100' minimum to 250' minimum
- Minimum lot sizes increased











PUBLIC HEARING

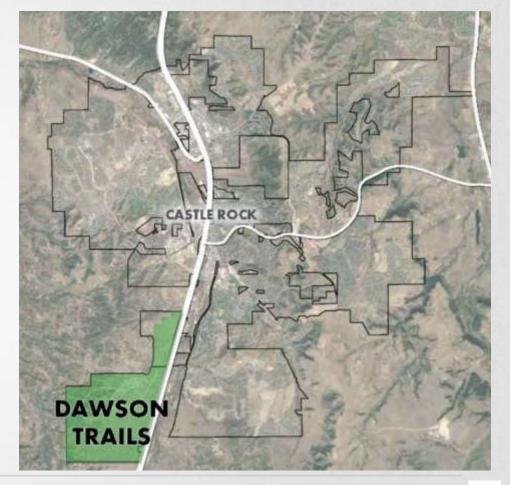
CVI FUNDING & COSTCO INFRASTRUCTURE INCENTIVE AGREEMENT

DAVID L. CORLISS, TOWN MANAGER AUGUST 16, 2022 TOWN COUNCIL MEETING



LOCATION

Dawson Trails – planned location of future Costco Warehouse facilities – encompasses roughly 2,000 acres located west of Interstate 25, primarily south of Territorial Road and one mile north of Tomah Road



OVERVIEW

DAWSON TRAILS

Annexed November 1984

Original zoning allowed 7,900 dwelling units and 17.5 million square feet of commercial, office and retail uses

Proposed plan downzones allowed development to 5,850 dwelling units and roughly 3.2 million square feet of commercial, office and retail uses

Upcoming public meetings:

- Planning Commission August 11, 2022
- Town Council August 16, 2022
- Town Council September 6, 2022



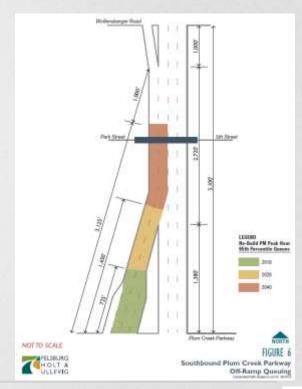
CVI INTERCHANGE NEED

ENGINEER'S 2018 PEAK HOUR ANALYSIS

Based on still-relevant growth projections, the 2018 analysis shows that southbound traffic at the current Plum Creek Parkway/I-25 Interchange will queue nearly onto the interstate by 2028

By 2040, offramp traffic will backup onto I-25, past the 5th Street/Park Street bridge

The Crystal Valley Interchange is the Town's top infrastructure priority – essential to mitigating current and future traffic congestion



Castle Rock sheds pit stop image

By Lou Chapman Deriver Post Real Estate Writer

or years, people thought of Castle Rock as a tourist stop with a gas station on the way out of town, says John Reardon of the Douglas County Economic Development Council.

That, however, was before the clockwise expansion of Denver met the counterclockwise growth of Colorado Springs at an equidistant point: Castle Rock.

Today, the plans of four residential developers in Castle Rock could take the 1980 pit stop of 3,000 acres and 3,800 people and in the next 20 years turn it into a Front Range municipality sprawled over 17,000 acres with more than 115,000 residents.

The amazing thing about Castle Rock is how the dizzying residential boom occurred in such a short time, and how the planning, organization and huge corporations behind the boom collided.

Castle Rock has four "cities within a city," each in various stages of design or construction, and each planned to encompass housing, shopping and office space.

Houses in Plum Creek, south of old Castle Rock, have been going up since late 1983; Plum Creek South is expected to begin construction within two years; the Vil-

lages at Castle Rock has completed model homes east and north of what is now called Old Town; Dawson Ridge (formerly Castle Rock Ranch) is beginning its roadwork southwest of old Castle Rock; and The Meadows, northwest of the center of town, expects to break ground this fall.

"And if anyone were to say all this happened overnight," said Reardon, Council chief executive officer, "they wouldn't be wrong."

The first major tract of land was annexed into Castle Rock in 1973. The area is now Plum Creek, a 2,200-acre development by Environmental Design Inc.

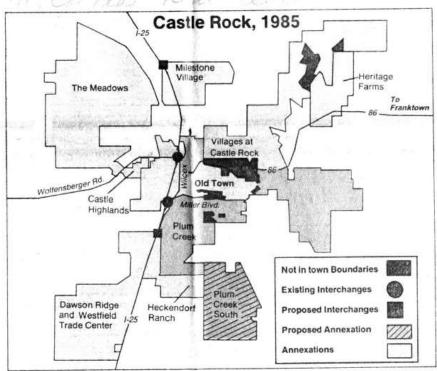
The annexation was made out of fear of pending state legislation that could have limited Castle Rock's ability to annex land later, said Joe Knopinski, city administrator.

In 1976, Castle North, a small subdivision to the east of Old Town, was developed.

But the big kid on the block, Park Funding Corp., surfaced in 1980. In 1981 it annexed 3,600 acres into Castle Rock.

One apocryphal story has it that in the late 1970s, Ken Ash met developer David Feinberg by coincidence in a local bar and pegged Castle Rock for future residential

Please see BOOM on 10-E



The Denver Post / Bruce Gaut

Development is under way in Plum Creek, Founders Village and The Woodlands. Stories below.

OVERVIEW

CRYSTAL VALLEY INTERCHANGE

Current project estimate: \$118M

Town funding (incl. grant): \$25M County funding: \$25M Dawson Trails Metro Dist: \$50M Total: \$100M

Remaining \$18M from Town, County, grants and recoupment* from future development in the interchange area

^{*}If grants and/or project contributions from CDOT or Railroads are and/or recoupment received, the net savings goes toward the \$18,000,000 first, and then split 50/50 between the Town/County and Metro District



Crystal Valley Interchange Project

OVERVIEW

COSTCO INFRASTRUCTURE

Dawson Trails Metro District to construct infrastructure to provide "shovel ready" site for Costco development

Costco is a significant sales tax generator to support Town services including public safety (Police/Fire), roads and recreation

Anchor that will bring other sales tax producing retailers into the area

Incentive packages are common practice to attract large retailers



COSTCO OVERVIEW

COSTCO

As of December 31, 2021:

- 828 locations (globally)
- 572 locations in the United States and Puerto Rico
- 14 locations in Colorado Arvada, Aurora, Colorado Springs (2), Denver, Gypsum, Littleton (2), Parker, Sheridan, Superior, Thornton, Timnath and Westminster

INCENTIVE EXAMPLES

Longmont, CO (2022) \$10,861,534

Timnath, CO (2014) \$10,000,000

Parker, CO (2007) \$8,000,000

Georgetown, TX (2019) \$4,400,000

Kyle, TX (2021) \$5,100,000 + \$2,500,000 in county support

COSTCO - CASTLE ROCK

PROJECT

The Castle Rock Costco location is proposed to include the building plus a fuel station totaling ~158,000 square feet

FEES

Based on 2022 fees, Town development costs to construct the Costco are total **~\$1.6 million** including impact fees, system development fees, use tax and other permitting costs

CONSTRUCTION OVERVIEW & TIMING

Infrastructure for the Castle Rock Costco location would be constructed by the Dawson Trails Metro District

Dawson Trails Metro District and developer to provide land that is ready for development to Costco

Infrastructure and Costco facility construction planned to be concurrent with Crystal Valley Interchange

Goal is for Costco to open to the public when the Crystal Valley Interchange construction is complete

INCENTIVE OVERVIEW

PROPOSED INCENTIVE

\$10 million to Dawson Trails Metro District to construct necessary infrastructure for Costco and fuel center

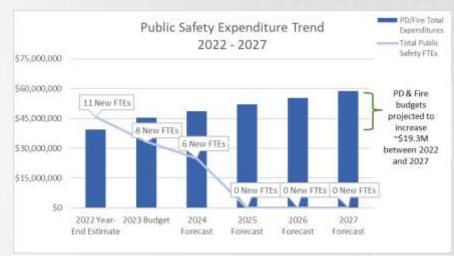
- \$3.5 million up front from Economic Development Fund (Commercial Use Tax)
- \$6.5 million from 33.33% sales tax shareback based on actual Costco sales after opening
 - Shareback anticipated to be fulfilled after the first 2-3 years of Costco operations

Town collected revenue during shareback period expected to be ~\$4 million per year supporting General Fund, Transportation Fund and Community Fund services – Town revenue expected to increase to more than \$6 million/year following fulfillment of the shareback

TOWN NEEDS

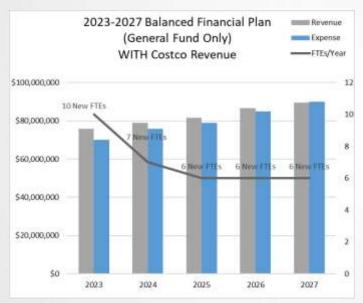
Without Costco revenue, General Fund sales tax collections are projected to grow \$13.8 million between 2022 and 2027

Police and Fire expenditures increase \$19.3 million during the same period, with no new public safety personnel added after 2024



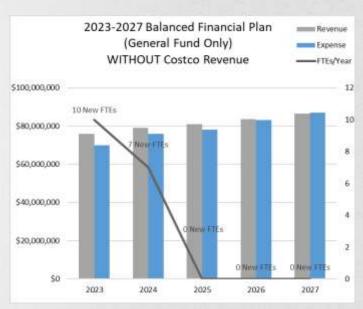
	2022	2027	Difference
Police	\$20,132,427	\$29,539,813	\$9,407,386
Fire	\$19,282,271	\$29,181,712	\$9,899,441

TOWN FINANCIAL PLAN



With projected Costco revenue, Town can hire 32 Public Safety and 3 General Gov't FTEs in 2023-2027 balanced financial plan

FTEs With Costco	FTEs W/O Costco
2023 DOIT (1) Town Atty (1) PD (4) Fire (4)	2023 DoIT (1) Town Atty (1) PD (4) Fire (4)
2024 Facilities (1) PD (3) Fire (3)	2024 Facilities (1) PD (3) Fire (3)
2025 PD (3) Fire (3)	<u>2025</u> -
2026 PD (3) Fire (3)	<u>2026</u> -
2027 PD (3) Fire (3)	<u>2027</u> -



Without projected Costco revenue, Town will reduce hiring plan by 18 Public Safety FTEs to balance the 2023-2027 financial plan



QUESTIONS?



PROPOSED MOTION

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

ALTERNATE MOTIONS:

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

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



Town of Castle Rock

Agenda Memorandum

Agenda Date: 8/16/2022

Item #: 25. File #: ORD 2022-018

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

Tara Vargish, P.E. Director, Development Services From:

Sandy Vossler, Senior Planner, Development Services

Ordinance Approving the Dawson Trails Development Agreement; and Vesting a Site Specific **Development Plan Through October 6, 2052 (First Reading)**

Executive Summary

Dawson Trails I, LLC, Dawson Trails II, LLC, Dawson Trails Metropolitan District Nos. 1-5 and Westfield Trade Center Metropolitan Districts Nos. 1 and 2 (the Parties) are requesting to enter into a Development Agreement (DA) with the Town for property known as Dawson Trails that is located west of Interstate 25 and north and south of Territorial Road (Figure 1). In addition, the Parties are requesting vested property rights.

The property is currently under consideration for a Planned Development (PD) rezoning under a separate land use application. If the Dawson Trails Planned Development Plan and Zoning Regulations are approved, the Parties must enter into a Development Agreement with the Town to define the obligations of the property owners and the Town relative to the development of the property.

A DA is a legally binding contract between the property owners and the Town that requires public hearings before Town Council who shall review and make a decision upon the proposed DA.

Budget Impact

The Dawson Trails Development Agreement formalizes the developer/owner's financial obligations to adequately address impacts of the development on Town infrastructure and services.

Staff Recommendation

Staff recommends approval of the Dawson Trails Development Agreement and Vesting a Site Specific Development Plan through October 6, 2052.

Proposed Motion

Item #: 25. File #: ORD 2022-018				
"I move to approve the Ordinance as introduced by title."				
Alternative Motions				
"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).				
"I move to continue this item to the Town Council meeting on date to allow additional time to (list information needed)."				

Attachments

Attachment A Ordinance



Meeting Date: August 16, 2022

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: Dave Corliss, Town Manager

From: Tara Vargish, P.E., Director, Development Services

Title: Ordinance No. 2022-0018: An Ordinance Approving the Dawson Trails

Development Agreement; and Vesting a Site Specific Development Plan

Through October 6, 2052

Executive Summary

Dawson Trails I, LLC, Dawson Trails II, LLC, Dawson Trails Metropolitan
District Nos. 1-5 and Westfield Trade
Center Metropolitan Districts Nos. 1
and 2 (the Parties) are requesting to
enter into a Development Agreement
(DA) with the Town for property known
as Dawson Trails that is located west of
Interstate 25 and north and south of
Territorial Road (Figure 1). In addition,
the Parties are requesting vested
property rights.

The property is currently under consideration for a Planned Development (PD) rezoning under a separate land use application. If the Dawson Trails Planned Development

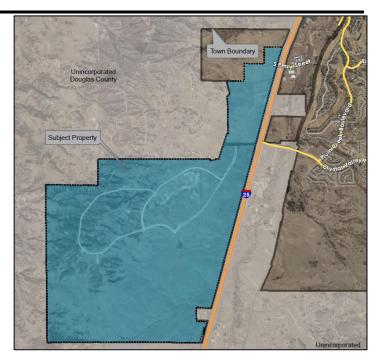


Figure 1: Site Vicinity Map

Plan and Zoning Regulations are approved, the Parties must enter into a Development Agreement with the Town to define the obligations of the property owners and the Town relative to the development of the property.

A DA is a legally binding contract between the property owners and the Town that requires public hearings before Town Council who shall review and make a decision upon the proposed DA.

Proposed Development Agreement

The Dawson Trails Development Agreement addresses infrastructure improvements, development phasing, open space conveyances, water rights conveyances, Town service obligations and other relevant items (Attachment A). These obligations are intended to be mutually beneficial as well as enhance public health, safety and welfare. Some of the key components of the DA are briefly summarized below.

Vested Property Rights

This Planned Development Plan, inclusive of the embedded PD Zoning Regulations, constitutes a site specific development plan pursuant to Chapter 17.08 of the Castle Rock Municipal Code and §24-68-101, et seq., C.R.S. The applicant has requested vested property rights, which assures the right to undertake and complete the development and use of the property subject to approved Planned Development Plan. A vesting period of 30 years, through October 6, 2052, is proposed in the DA. Included in the DA is the option to extend the vesting period once for a period of 10 years, upon Town Council approval.

Water Rights Conveyance

The Master Developer has provided the Town title opinion from a qualified Colorado attorney that the Owner owns the groundwater rights and upon conveyance to the Town by special warranty deed, the Town will have good and marketable title to the groundwater rights. The Town is in the process of assessing the groundwater rights with respect to the title opinion. Once the Town accepts and concurs with the title opinion, the Town shall accept conveyance of the groundwater rights.

Under the Town regulations, groundwater rights are converted in development entitlements referred to as "Water Credit". The Water Credit is expressed as a single-family equivalent (SFE), which is the measure of average annual wholesale water production necessary to meet the demand from a single-family residence.

The title opinion that is currently being assessed is for 2,290.35 acre feet of groundwater rights, of which 2,032.24 acre feet has been adjudicated, which equates to 1,668.31 SFE. The Master Developer will adjudicate the remainder of the unadjudicated water rights and may receive additional water credits to the Dawson Trails Water Bank.

At no time will the property be platted into developable lots, unless the available water credits have been accepted by the Town.

Water Efficiency Plan

A Water Efficiency Plan (WEP) has been developed for Dawson Trails and shall be implemented by the owner for all development within the PD. The Dawson Trails WEP will be the most stringent WEP implemented in the Town to date. Coloradoscape xeric landscaping, but no irrigated turf will be allowed in residential front yards, and only 500 square feet of irrigated turf will be allowed in the backyards, regardless of the lot size. Irrigated turf will be prohibited in commercial, retail and office developments and will be

permitted in multifamily developments only where outdoor amenities are planned, such as picnic areas.

The Water Efficiency Plan will be incorporated into all conveyance documents for the property, private covenants and restrictions. All residential and non-residential development is subject to the requirements of shall be required to implement and follow the Water Efficiency Plan requirements.

Water, Wastewater and Stormwater

- Removal of Existing Infrastructure: The Master Developer shall remove any existing
 onsite or offsite water, wastewater and drainage infrastructure previously built to
 support the development of the property. All existing wells must be removed and
 abandoned in accordance with the rules of the State Engineer's Office.
- Water System Improvements: The Master Developer shall, at its sole expense, design and construct the necessary water infrastructure to serve the development. Water system improvements may include water storage tanks, pump stations, back-up power source, distribution pipes, valves and related appurtenances.
 - In the event that a Green Zone water storage tank is necessary to serve the development, and such tank is to be located outside of the Town's jurisdictional boundaries, the Master Developer shall be responsible for acquiring the land and any easements required to construct the tank and any associated transmission lines. If it is determined that a Green Zone Tank is needed, except for roadway connectivity and associated infrastructure as expressly set forth in the PDP, Plat, SIA or SDP, no overlot grading permits for residential development within the area to be served by the Green Zone Tank will be issued until such time as the Master Developer acquires the necessary land for the potential Green Zone Tank and associated transmission line(s) and begins construction of the Green Zone Tank.
- Wastewater System: The Master Developer shall, at its sole expense, design and
 construct the necessary onsite and offsite wastewater improvements required to serve
 the property, with the exception of the Plum Creek Sanitary Sewer Interceptor line. The
 Town is responsible for replacing or funding the replacement of the missing segment of
 the Plum Creek Parkway Sanitary Sewer Interceptor in a manner as to not cause
 unreasonable delay in the development of the Project.

The Master Developer shall replace any offsite wastewater mains and sanitary sewer lines that require upsizing which shall be determined through the final utility reports. Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town \$300,000.00, which is its proportional share (80%) of the cost for the Town-completed upsizing of the Malibu Sewer Interceptor. Additionally, it is estimated that the Project will contribute eighty percent (80%) of the wastewater flow to the Prairie Hawk Interceptor. The final contribution percentage will be reviewed and confirmed at the time construction of the Prairie Hawk Interceptor is scheduled to begin.

- Drainageway Improvements: Master Developer shall be responsible for preserving and fully stabilizing all major drainageways within the Project boundaries having a watershed area greater than 130 acres, in accordance with Town Regulations. The Drainageway Improvements shall be constructed and completed concurrently with any adjacent subdivision improvements and as part of the Public Improvements necessary to serve the Property.
- Town Service Obligations: The Town has the obligation to construct, acquire or otherwise develop raw water production, treatment and storage and wastewater treatment of sufficient capacity to serve the property through full build out.

Transportation Improvements

- Fire Apparatus Access Roads: Fire apparatus access roads shall be completed
 throughout phasing of the Project at intervals that are appropriate to meet the required
 amount of access points for the level of development that is being constructed. The
 Town will allow for at-grade and below-grade construction work to occur onsite with the
 current at-grade railroad crossing or similar approved fire apparatus access. No
 vertical building construction will be allowed, except for the Costco building site, without
 a Town approved grade-separated railroad crossing for a fire apparatus access point.
- Emergency Vehicle Access: Owner, at its sole cost and expense, shall design, construct, and to the extent within the Property, maintain permanent emergency vehicle access roads (EVA) through the Property to provide access to the Keene Ranch subdivision, at approximately the location as referenced in the PDP. In addition, provided that the Twin Oaks subdivision approves same via a written instrument reasonably acceptable to Owner and the Town, Owner shall, at its sole cost and expense, design and construct a permanent emergency vehicle access for the Twin Oaks subdivision at or near the existing Clarkes Circle.
- Northern Dawson Trails Boulevard: The Master Developer, at its sole cost and expense, shall construct, at a minimum, two (2) lanes of Dawson Trails Boulevard from the northern terminus of the Crystal Valley Interchange (CVI) project north to Plum Creek Parkway, no later than when traffic counts on the west side of CVI exceed 25,000 vehicle trips per day. The remaining two (2) lanes of the Northern Dawson Trails Boulevard shall be constructed by the Master Developer when traffic volumes reach 12,000 vehicle trips per day north of the Project or per the Phasing Plan, whichever occurs first.
- Southern Dawson Trails Boulevard: Town shall be responsible for the entire cost to design and construct a portion of Dawson Trails Boulevard from the Crystal Valley Interchange south to the southern boundary of Dawson Trails PD. Master Developer is responsible for future widening of the Southern Dawson Trails, per the Phasing Plan.
- Crystal Valley Interchange (CVI): At the time of execution of this Agreement, the
 estimated cost of the Crystal Valley Interchange (CVI) Project is \$118,000,000.00. The
 cost sharing of the CVI project is set forth as follows:

- 1. The Master Developer shall be responsible for contributing \$50,000,000.00 to the cost of building the CVI Project.
- 2. The Town and the County funding is estimated to total approximately \$50,000,000.00, and
- 3. Other funding sources, including but not limited to, grants, currently estimated to total approximately \$18,000,000.00.
- Twin Oaks Entrance: Master Developer, at its sole cost and expense, shall design and construct the Twin Oaks Entrance and the entry street located within the Town of Castle Rock, serving the County properties located on Twin Oaks Road and Clarkes Circle.
- Public Improvements Participation: Concurrent with, and as a condition of, the recordation of the first Plat on the property, the Master Developer shall pay to the Town the pro rata share of the total estimated costs of the following improvements:
 - 1. 34.9% of the cost of a traffic signal at the intersection of Plum Creek Parkway and Northern Dawson Trails Boulevard, and
 - 2. 24% of the cost of right turn lanes at the southbound entrance ramp from Plum Creek Parkway to Interstate 25.

Public Lands and Improvements

- Required Dedication: All Public Lands shall be conveyed to Town, at no cost to Town

 (i) with the first Plat in which the Public Land tract lies, or (ii) with the first Plat adjacent to the Public Land tract, whichever occurs first; with the exception that the Public Land tract(s) described in the map and legal description attached to the DA as Exhibit 4, shall be conveyed to the Town upon the execution of this Agreement.
- Wildland Urban Interface Mitigation: All Public Lands and other parcels to be conveyed to the Town shall be assessed, at no cost to the Town, by a professional that is familiar with Wildland Urban Interface (WUI) mitigation. This assessment shall be provided to the Life Safety Division of the Fire Department for review to determine if any treatments are necessary to meet the current Community Wildfire Protection Plan. If so, the Master Developer shall contract with a competent contractor that is familiar with WUI mitigation to perform all identified treatments for all Public Lands prior to conveyance and acceptance by the Town.
- Fire Station Conveyance and Funding: Owner shall dedicate Public Land to the Town for a fire station site as shown on the PDP. At the time that the 1,400th residential building permit, or a lesser unit amount as determined at the sole discretion of the Fire Department if the development has permits issued for age-restricted, assisted living or skilled nursing beds, is to be issued the Master Developer shall remit to the Town two

million dollars (\$2,000,000.00) to be used for the design, construction and equipping of the fire station.

At the time that the 2,500th residential permit is to be issued, the Master Developer shall at its sole expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such fire station is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands for a fire station as part of the applicable Phase improvements. The Master Developer shall at this time also remit to the Town an additional two million dollars (\$2,000,000.00) to be used for the design, construction and equipping of the fire station.

- Mobility Hub: Owner shall dedicate no less than five (5) acres of Public Land to the Town for a Mobility Hub, as located and described on the PDP and shall extend water, wastewater, stormwater utilities, and streets with the applicable phasing improvements.
- Public Works Maintenance Yard: Owner shall dedicate Public Land to the Town for a
 Public Works Maintenance Yard, as included in the overall Public Land dedications as
 shown on the PDP. Master Developer shall extend water, wastewater, and stormwater
 utilities and streets to the applicable Public Land boundary.
- Water Treatment: Owner shall dedicate Public Land to the Town for two (2) well sites. Owner shall dedicate Public Land to the Town for a water treatment plant site.
- Trails: Master Developer shall, at its sole cost and expense, design and construct all
 onsite soft surface and hard surface trails, in conformance with the PDP.

Budget Impact

The Dawson Trails Development Agreement formalizes the developer/owner's financial obligations to adequately address impacts of the development on Town infrastructure and services.

Finding

Staff finds that the proposed obligations outlined in the Dawson Trails Development Agreement are adequate to support the major PD amendment and the proposed Dawson Trails Planned Development.

Recommendation

Staff recommends approval of the Dawson Trails Development Agreement and Vesting a Site Specific Development Plan through October 6, 2052.

Proposed Motions

Option 1: Approval

"I move to approve Ordinance No. 2022 - 018, as presented."

Option 2: Approval with Conditions

"I move to approve Ordinance No. 2022 - 018, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)

"I move to continue this item to the Town Council meeting on [date], 2022, at [time]."

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2022-

AN ORDINANCE APPROVING THE DAWSON TRAILS DEVELOPMENT AGREEMENT; AND VESTING A SITE SPECIFIC DEVELOPMENT PLAN THROUGH OCTOBER 6, 2052

WHEREAS, Dawson Trails I, LLC, and Dawson Trails II, LLC, (collectively, the "Applicant") have requested approval from the Town of Castle Rock (the "Town") for the Dawson Trails Planned Development Plan and Zoning Regulations (the "PD Plan") with regard to the property described in the attached *Exhibit 1* (the "Property"); and

WHEREAS, in conjunction with the rezoning of the Property, the Applicant and Town staff have reached agreement on certain terms and conditions governing the development of the Property as set forth in the Dawson Trails Development Agreement (the "Development Agreement"); and

WHEREAS, the Applicant has requested that the PD Plan be vested as a site-specific development plan, as provided in the Development Agreement, for a period of time through and including October 6, 2052, with the option of a single ten-year extension, subject to Town Council approval; and

WHEREAS, a public hearing on the Development Agreement and vesting has been held before the Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code; and

WHEREAS, the Town Council finds and determines that it is appropriate for the Town to enter into the Development Agreement with the Applicant for the development of the Property; and

WHEREAS, pursuant to the authority granted by Chapter 17.08 of the Castle Rock Municipal Code and Section 24-68-101, *et seq.*, of the Colorado Revised Statutes, the Town Council further finds and determines that vesting of the PD Plan through the Development Agreement is justified due to the size and scale of the development, the length of the usual development and market cycle, the manner of the recovery of the Applicant's capital investment over the development cycle, and the Applicant's extraordinary contribution to public improvements.

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

- **Section 1.** Approval. The Development Agreement in the form attached as *Exhibit 2* is hereby approved. The Mayor and the other proper Town officials are hereby authorized to execute the agreement by and on behalf of the Town of Castle Rock, Colorado.
- Section 2. <u>Vesting</u>. The vesting of the PD Plan authorized under Article XI of the Development Agreement is approved, which vests the PD Plan as a site-specific development plan for a term ending on October 6, 2052, with the option of a single ten-year extension, subject to Town Council approval. The notice of vesting of the PD Plan required under 17.08.090 of the Castle Rock Municipal Code shall be given within fourteen (14) days of approval of this Ordinance.

Section 3. <u>Severability</u> . If any clause, sentence, paragraph, or part of this ordinance the application thereof to any person or circumstances shall for any reason be adjudged by a court competent jurisdiction invalid, such judgment shall not affect the remaining provisions of the ordinance.				
		wn Council finds and declares that this ordinance is safety and welfare and this ordinance bears a rational		
		this 16th day of August, 2022 by a vote of for and the Section 2.02.100.C of the Castle Rock Municipal		
· · · · · · · · · · · · · · · · · · ·		TED ON SECOND AND FINAL READING this acil of the Town of Castle Rock by a vote of for		
ATTEST:		TOWN OF CASTLE ROCK		
Lisa Anderson, Town	Clerk	Jason Gray, Mayor		
Approved as to form	:	Approved as to content:		
Michael J. Hyman, To	own Attorney	Tara Vargish, Director of Development Services		

DAWSON TRAILS PROJECT PERIMETER DESCRIPTION:

TWO (2) PARCELS OF LAND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 29, 32, 33 & 34, 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:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°55'56"E, FROM THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, BEING MONUMENTED BY A PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

PARCEL 1:

<u>BEGINNING</u> AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S 89°28'35" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 404.37 FEET TO A POINT ON THE WEST LINE OF THE TWIN OAKS ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION:

THENCE ALONG THE WEST LINE OF SAID TWIN OAKS DRIVE RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION, THE FOLLOWING FOUR (4) COURSES:

- 1. S 02°01'48" E, A DISTANCE OF 52.10 FEET TO THE SOUTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;
- 2. N 87°58'41" E, A DISTANCE OF 109.24 FEET TO A POINT OF CURVATURE;
- 3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.68 FEET, A CENTRAL ANGLE OF 28°36'44" AND AN ARC LENGTH OF 122.69 FEET;
- 4. N 59°21'57" E, A DISTANCE OF 23.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°28'35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 174.31 FEET TO THE SOUTHEAST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE N 17°17'13" E, ALONG THE EAST LINE OF SAID TWIN OAKS SUBDIVISION, A DISTANCE OF 139.27 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31°52'19" AND AN ARC LENGTH OF 110.69 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 33°13'23" E, A DISTANCE OF 109.26 FEET;
- 2. N 17°17'13" E, A DISTANCE OF 534.55 FEET TO A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS;

THENCE N 89°40'41" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1599.61 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY; THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 8675.32 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

- 1. S 89°46'16" W, A DISTANCE OF 678.73 FEET;
- S 00°19'26" W, A DISTANCE OF 600.54 FEET;
- 3. S 89°29'06" E, A DISTANCE OF 515.85 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY;

THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 547.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N 00°02'14" W, ALONG SAID EAST LINE, A DISTANCE OF 226.55 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 789.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33;

THENCE N 89°35'18" W, ALONG SAID SOUTH LINE, A DISTANCE OF 5123.28 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, ALSO BEING THE NORTHEAST CORNER OF KEENE RANCH FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9523375, SAID DOUGLAS COUNTY RECORDS; THENCE S 89°21'58" W, ALONG THE NORTH LINE OF SAID KEENE RANCH FILING NO. 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2414.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

- N 00°19'46" W, A DISTANCE OF 208.73 FEET TO THE NORTHEAST CORNER OF SAID DEED;
- 2. S 89°21'58" W, A DISTANCE OF 208.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING A POINT ON THE EAST LINE OF SAID KEENE RANCH FILING NO. 1;

THENCE N 00°19'46 W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 1, ALONG THE EAST LINE OF KEENE RANCH FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9639479, SAID DOUGLAS COUNTY RECORDS, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2505.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE N 00°39'34" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 2 AND ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29, A DISTANCE OF 5308.62 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING THE NORTHEAST CORNER OF SAID KEENE RANCH FILING NO. 2 PLAT, AND THE SOUTHWEST CORNER OF CASTLE MESA SOUTH, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 145078, SAID DOUGLAS COUNTY RECORDS;

THENCE S 89°02'42" E, ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 29 AND ALONG THE SOUTH LINE OF SAID CASTLE MESA SOUTH SUBDIVISION, A DISTANCE OF 2661.01 FEET TO THE SOUTHEAST CORNER OF SAID CASTLE MESA SOUTH SUBDIVISION, BEING THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE N 00°02'04" W, ALONG THE EAST LINE OF SAID CASTLE MESA SOUTH SUBDIVISION AND ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 1322.70 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING THE SOUTHWEST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°55'56" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 5286.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND;

TWO (2) PARCELS OF LAND, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 28, 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:

THE BEARINGS FOR THESE EXCEPTION PARCELS ARE BASED ON THE SOUTH LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°47'47"E, FROM THE SOUTHWEST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A 1" PIPE WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTHEAST CORNER OF SAID SECTIONS 28, BEING MONUMENTED BY #6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

<u>COMMENCING</u> AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE N 65°29'17" E, A DISTANCE OF 1262.53 FEET TO THE POINT OF BEGINNING;

THENCE N 00°45'02" W, A DISTANCE OF 208.73 FEET;

THENCE S 89°47'38" E, A DISTANCE OF 208.73 FEET;

THENCE S 00°45'02" E, A DISTANCE OF 208.73 FEET;

THENCE N 89°47'38" W, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THE FOLLOWING PARCEL

<u>COMMENCING</u> AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N 40°06'49" E, A DISTANCE OF 1765.27 FEET TO THE POINT OF BEGINNING;

THENCE N 89°47'47" W, A DISTANCE OF 208.73 FEET;

THENCE N 00°45'11" W, A DISTANCE OF 208.73 FEET;

THENCE S 89°47'47" E, A DISTANCE OF 208.73 FEET;

THENCE S 00°45'11" E, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 81,902,811 SQUARE FEET OR 1,880.230 ACRES, MORE OR LESS.

PARCEL 2:

<u>COMMENCING</u> AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE N 53°44'53" E, A DISTANCE OF 1331.13 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT AND A POINT ON THE NORTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID TWIN OAKS PLAT, THE FOLLOWING THREE (3) COURSES:

1. N 17°17'13" E, A DISTANCE OF 557.93 FEET;

- 2. S 89°27'27" E, A DISTANCE OF 65.00 FEET;
- 3. N 00°22'15" W, A DISTANCE OF 1329.37 FEET TO THE SOUTHWEST CORNER OF LOT 3, SAID TWIN OAKS PLAT;

THENCE N 03°03'12" W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 567.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BEING A POINT OF CURVATURE ON THE SOUTH LINE OF THE BRISCOE LANE RIGHT-OF-WAY, AS DEDICATED BE SAID TWIN OAKS PLAT;

THENCE ALONG THE PORTIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24, RECORDED IN BOOK 680 AT PAGE 920, SAID DOUGLAS COUNTY RECORDS THE FOLLOWING TWO (2) COURSES:

- 1. N 39°55'38" W, A DISTANCE OF 30.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 329.30 FEET, A CENTRAL ANGLE OF 27°16'16" AND AN ARC LENGTH OF 156.74 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 63°42'30" E, A DISTANCE OF 155.26 FEET;

THENCE N 12°39'22" W, ALONG THE WEST LINE OF LOT 4, SAID TWIN OAKS PLAT, A DISTANCE OF 687.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 ALSO BEING THE WEST 1/16TH CORNER OF SAID SECTIONS 15 & 22;

THENCE S 89°31'22" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 890.07 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL E IN THAT DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE WEST AND NORTH LINES OF PARCELS E, F & G THE FOLLOWING FOUR (4) COURSES:

- 1. N 00°11'34" E, A DISTANCE OF 900.14 FEET;
- 2. S 89°48'26" E, ALONG THE NORTH LINES OF PARCELS E AND F, A DISTANCE OF 1014.77 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL G;
- 3. N 00°11'34" E, A DISTANCE OF 842.72 FEET;
- 4. S 89°48'26" E, A DISTANCE OF 928.55 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE OF 05°35'04" AND AN ARC LENGTH OF 563.33 FEET, SUBTENDED BY A CHORD OF WHICH BEARS S 18°04'54" W, A DISTANCE OF 563.11 FEET;
- 2. S 15°17'57" W, A DISTANCE OF 4536.04 FEET TO A POINT ON THE NORTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE S 89°40'41" W, ALONG SAID NORTH LINE, A DISTANCE OF 1628.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7,993,235 SQUARE FEET OR 183.499 ACRES, MORE OR LESS.

OVERALL DAWSON RIDGE PROJECT PERIMETER DESCRIPTION CONTAINS AN AREA OF 89,896,046 SQUARE FEET OR 2,063.729 ACRES, MORE OR LESS.

APPROVAL OF THIS AGREEMENT CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. § 24-68-103, AS AMENDED

DAWSON TRAILS DEVELOPMENT AGREEMENT

DATE:	
PARTIES:	TOWN OF CASTLE ROCK, a home rule municipal corporation, 100 N
	Wilcox Street, Castle Rock, Colorado 80104.
	DAWSON TRAILS I, LLC, a Colorado Limited Liability Company
	DAWSON TRAILS II, LLC, a Colorado Limited Liability Company.
	DAWSON TRAILS METROPOLITAN DISTRICT NOS. 1-5 and
	WESTFIELD TRADE CENTER METROPOLITAN DISTRICTS
	NOS. 1 AND 2, each a political subdivision of the State of Colorado.

RECITALS:

- A. The Parties have determined that it is in their mutual interest to enter into this Agreement governing the development of the Property in conjunction with the concurrent approval of the PDP.
- B. The Parties intend that this Agreement will amend and supersede all prior annexation and development agreements encumbering the Property, as more fully set forth in Section 2.02 below.

C. The Parties acknowledge that this Agreement contains reasonable conditions and

requirements on the development of the Property, and that these restrictions are imposed to protect

and enhance the public health, safety and welfare of future residents of the Town.

D. Each Party has taken the requisite corporate action as may be required under its

respective governance instruments to authorize such Party's execution of this Agreement and to

legally bind such Party to perform its obligations under this Agreement.

E. Initially capitalized words and phrases used in this Agreement have the meanings

stated in Article I, or as indicated elsewhere in the Agreement.

COVENANTS:

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree and

covenant as follows:

ARTICLE I **DEFINITIONS**

1.01 **Defined Terms**. Unless the context expressly indicates to the contrary, the

following words, when capitalized in the text, shall have the meanings indicated:

Agreement: this Dawson Trails Development Agreement, as the same may be amended from time

to time.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

Costco: the Costco Wholesale warehouse and related improvements, which are planned to be

constructed within the Project.

County: Douglas County, Colorado.

C.R.S.: the Colorado Revised Statutes, as amended.

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CVI: the future interchange between Interstate 25 and Crystal Valley Parkway, which is described in greater detail in Section **8.04**.

Development Exactions: the capital recovery fees and charges imposed by the Town under the Town Regulations on development and building, including the System Development Fees, as the same may be amended from time to time, and applied uniformly throughout the Town.

District or Districts: individually or collectively, the Dawson Ridge Metropolitan District Nos. 1-5, inclusive, and the Westfield Metropolitan District Nos. 1-2, inclusive, individually and collectively, as appropriate.

District Agreements: the Service Plan for the District(s), the District IGA, and such other agreements entered into by the Town and the Districts after the date of this Agreement, all as the same may be amended from time to time.

District IGA: the Intergovernmental Agreement among the Town and District(s) dated______, 2022, as the same may be amended from time to time.

Effective Date: the date when the ordinance(s) approving this Agreement and the PDP are effective pursuant to the Town Charter.

Force Majeure: An act of God, war, civil commotion, act of federal or state government, riot, strike, picketing, or other labor dispute, supply chain disruption, damage to work in progress by casualty, epidemic, or by other cause beyond the reasonable control of a party (financial inability, imprudent management and negligence excepted).

Full Buildout: The completion of Project as evidenced by either (1) the issuance of the certificate of occupancy for the last dwelling unit of the maximum number of dwelling units and total amount of commercial square feet, as are permitted under the PDP to be constructed within the Property, or (2) the Master Developer's issuance of written notice to the Town indicating that it has completed the Project, whichever occurs first.

Groundwater Rights: the right to and interest of Owner in the Denver Basin groundwater underlying the Property, including, but not limited to, the Denver Basin groundwater adjudicated

in Case Nos. (1) W-285; (2) W-4765; (3) W-9496-78; (4) 80CW365; and (5) 83CW356, all in Water Division No. 1 (collectively, the "**Decrees**").

Legal Challenge: any action initiated by a third party to challenge the validity of the Town's approval of this Agreement, the PDP, a Plat, or any other approval issued relating in any way to the Property. The term Legal Challenge includes, but is not limited to, an action pursuant to Colorado Rules of Civil Procedure Rule 106(a)(4) or a referendum.

Master Developer: Dawson Trails I, LLC, and Dawson Trails II, LLC, or to the extent specifically identified as such in a writing delivered to the Town as contemplated in this Agreement, their designated successors or assigns. To the extent desired by the Master Developer, the Master Developer may assign its obligations to one or more parties in accordance with Section 2.01, with respect to one or more portions of the Property, so long as such party holds fee simple title to all or a portion of the Property.

Municipal Services: public safety, water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within its municipal boundaries under its police powers.

Owner or Owners: the person(s) or entity(ies), individually or collectively, that hold fee simple title to any portion of the Property, according to the records of the County Clerk and Recorder. The use of the singular "Owner" shall refer to all owners of the Property, unless the context of the Agreement otherwise limits the reference and subject to Section 2.01 of this Agreement. As of the date of execution of this Agreement, Master Developer is the Owner of the Property.

Party(ies): individually or collectively, as applicable, the entities first referenced above, including the Town, Dawson Trails I, LLC, a Colorado limited liability company, Dawson Trails II, LLC, a Colorado limited liability company, the Districts and their respective successors and assigns.

PDP: the Dawson Trails Planned Development Plan approved by Ordinance No. 2022-____ and recorded in the Records, as amended from time to time in accordance with Town Regulations.

Phasing Plan: the matrix and notes on the PDP designating development thresholds and timing of when Public Improvements must be developed and Public Lands conveyed to the Town.

Plat: a subdivision plat of any portion of the Property approved under the Town Regulations.

Project: the residential/commercial mixed-use community anticipated to be developed within the Property, including parks, open space, and other such public amenities as set forth in the PDP and this Agreement.

Property: the real property described in *Exhibit 1*.

Public Improvements: the infrastructure prescribed by Town Regulations or expressly prescribed under this Agreement necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect such on-site infrastructure to complementary infrastructure off-site of the Property and necessary to serve Public Lands. Public Improvements include, without limitation, the infrastructure necessary to serve the Property with water, wastewater, stormwater and/or drainage, park and recreation, fire protection, and transportation improvements including, but not limited to, streets, roads, sidewalks and trails.

Public Lands: those portions of the Property designated on the PDP for dedication to the Town or other public entities for parks, recreational areas, public open space, well sites, utilities, public safety and other public purposes.

Public Utilities: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by public or quasi-public utilities, including natural gas, electricity and cable television.

Records: the real property records of the Clerk and Recorder of the County.

Regional Mill Levy: a property tax of five (5) mills, subject to future changes made in the method of calculating assessed valuation, to be imposed by the Districts pursuant to the Service Plan and remitted to the Town on an annual basis for the purpose of defraying costs incurred by the Town in providing such services and improvements as the Town, in its sole and reasonable discretion, believes are: (i) public in nature; (ii) for the benefit of the residents and taxpayers of the Districts; and (iii) permitted by State law to be paid for from taxes imposed by the Districts.

SDP: a site development plan for the Property, or any portion of the Property, as required and approved under Title 17 of the Code.

Service Plan: the Amended and Restated Consolidated Service Plan for the Dawson Ridge Metropolitan District No. 1, Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1, and the Westfield Metropolitan District No. 2, approved by the Town Council on ______, 2022, by adoption of Resolution No.

SIA: a Subdivision Improvements Agreement entered into between the Town and subdivider as identified on a Plat, as required under the Code.

System Development Fees: the capital-recovery charges for the Town water, wastewater, and stormwater systems and renewable water fees imposed under the Code, as the same may be amended from time to time, and applied uniformly throughout the Town.

TIA: the traffic impact analysis prepared by Fox Tuttle Transportation Group, LLC, and dated June 7, 2022, prepared with the PDP, and submitted to and accepted by the Town; and future traffic impact analyses or updates as may be required with future land development applications.

Town: Town of Castle Rock, Colorado.

Town Council: the governing body of the Town, constituted under Article II of the Charter.

Town Regulations: the Charter, Code, ordinances, resolutions, rules and regulations of the Town, technical criteria, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

Urban Services: Municipal Services and services provided through Public Utilities.

Vested Property Rights Statute: C.R.S. § 24-68-101 *et seq.*

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 <u>Cross-reference</u>. Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

ARTICLE II APPLICATION AND EFFECT

- 2.01 **Binding Effect.** The Property is both benefited and burdened by the mutual covenants of this Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or lienholders subsequently acquiring title to the Property, irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. Except as expressly provided in this Agreement to the contrary, upon assignment of all or a portion of its interest in this Agreement, the Master Developer, as assignor, respectively shall be relieved of all obligations imposed by this Agreement upon the Master Developer, applicable to the portion of the Property designated in the instrument assigning such obligation(s), provided that: (i) the assignee expressly assumes such obligation; (ii) the Master Developer, as assignor, shall not be relieved of any default under this Agreement attributable to the action or inaction of the Master Developer, while the Master Developer was so designated for such portion of the Property; and (iii) the assignee, if other than the Districts, meets the definition of Master Developer as set forth in Section 1.01. Except as expressly provided in this Agreement to the contrary, upon conveyance of all, or a portion of, the Property, an Owner, as grantor, respectively shall be relieved of all obligations imposed by this Agreement applicable to the portion of the Property conveyed.
- **2.02** Supersession. This Agreement supersedes all prior Town agreements or contracts encumbering the Property including, but not limited to, the Annexation and Development Contracts between the Town and Bellamah Community Development (Bellamah Annexations [Southern Portion] and MSP Investment Co. [Bellamah Annexations-Northern Portion] dated November 1984 [the "1984 Contracts"]), and the Suspension Agreement dated October 8, 1992, insofar as those documents affect the Property. Accordingly, neither the 1984 Contracts nor the Suspension Agreement shall have any force or effect with respect to the Property as of the Effective Date.

- **2.03** Mortgagee Obligation. No mortgagee or lienholder shall have an affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from mortgagees or lienholders, except in the event that a mortgagee or lienholder acquires fee simple title to all or a portion of the Property, in which event the mortgagee or lienholder shall be bound by the terms, conditions and restrictions of this Agreement.
- 2.04 Owner/Districts Responsibility. Town shall accept the District(s)' performance of Master Developer's obligations under this Agreement upon the Districts' compliance with Article III. However, the Master Developer retains the ultimate responsibility for performance of the covenants and obligations of this Agreement should the Districts fail to discharge such obligations. To the extent the Districts discharge the obligation of Master Developer under this Agreement, and to the extent permitted by Colorado law as further provided in Article III, the Districts shall have the same contractual rights and responsibilities as Master Developer under this Agreement with respect to such obligation.
- 2.05 <u>Town Regulations</u>. Subject and subordinate to any provisions to the contrary contained in this Agreement, (i) the Town Regulations shall apply to the Property in the same manner and effect as within other areas of the Town, and (ii) this Agreement shall not in any manner restrict or impair the lawful exercise by the Town Council of its legislative or police powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of this Agreement. Provided, Owner does not waive its right to oppose or challenge the legality or validity of any amendment to the Town Regulations that it could maintain absent this Agreement.

When this Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern, unless the provisions of this Agreement expressly provide to the contrary.

2.06 Commencement of Development. Except as provided otherwise herein, execution of this Agreement by Owner does not create any obligation upon Owner or Master Developer to commence or complete development of the Property within any particular timeframe. The Parties, however, understand and agree that this Agreement imposes certain financial obligations on Master Developer which are time-sensitive after the commencement of

development on the Property. Accordingly, subject to day-for-day extension in the event of any Force Majeure, in the event that Owner has not completed the construction of at least \$500,000 in Public Improvements, excluding soft costs, and has not obtained the first building permit for a single-family residential structure by December 31, 2032, then the right of Owner under this Agreement and the Town Regulations to undertake further development of the Property, or to obtain permits for the construction of private improvements, shall be suspended (the "Development Suspension"). The Development Suspension may be released by Town Council, in its discretion, upon a showing of good cause for the delay, and the demonstration by Owner of its ability to commence and complete development of the Property in accordance with the PDP. If the Town Council determines that the Development Suspension should not be released, thereafter, the Town may initiate modifications to the PDP through the Town Regulations.

ARTICLE III DISTRICT PARTICIPATION

3.01 Authorization. The Parties anticipate that the Districts will finance and construct a significant portion of the Public Improvements on behalf of Master Developer, or in the alternative, fund the Master Developer construction costs, either directly or as a reimbursement of costs incurred. It is the Parties' intention that the Districts comply with the Special District Oversight Ordinance of the Town Regulations ("SDO"), except as specifically set forth in the Districts' Service Plan approved by the Town Council, prior to and as a condition of undertaking any of Master Developer's obligation under this Agreement.

Accordingly, as of the Effective Date, Owner has submitted to the Town for approval the Service Plan, and upon the Town Council's approval of the Service Plan, the Town and Districts shall enter into the District IGA. The District Agreements, as applicable, shall require the Districts to impose and remit to the Town the Regional Mill Levy, beginning upon a District's first imposition of a debt service mill levy and continuing until such time as all of the Districts no longer impose a mill levy for any purpose or are otherwise dissolved, whichever is later.

Subject to Town Council approval of the District Agreements ("District Approvals") and the assignment of the Master Developer's obligations to fund and construct Public Improvements under this Agreement to the Districts, the Districts shall have the same contractual rights and

responsibilities as the Master Developer with respect to such obligations. Town shall accept the performance by the Districts, to the extent that the Districts discharge the obligations imposed on Master Developer under this Agreement. When undertaking development of Public Improvements, references in this Agreement to "Master Developer" shall mean "District(s)" unless the context clearly indicates otherwise. Nothing in this Agreement shall relieve the Districts from obtaining Town approval of Service Plan amendments, as may be required under the Special District Act and the SDO. Notwithstanding anything herein to the contrary, the Parties agree that the Districts may only undertake the construction and financing of Public Improvements authorized by State law or the Districts' Service Plan, and any other improvements or utilities, such as dry utilities, may not be financed or constructed by the Districts, and such responsibilities shall remain the responsibility of the Master Developer.

3.02 Default and Remedies as Between Town and Districts.

- (a) As between the Town and any District which is or may become a Party to this Agreement, this Agreement constitutes a legislatively adopted intergovernmental agreement and mutually binding and enforceable comprehensive development plan for the Property and the Project pursuant to C.R.S. §§ 29-1-203 and 29-20-105(2)(g) and, as the General Assembly has expressly authorized pursuant thereto, such Parties intend that their respective obligations under this Agreement are to be enforceable by specific performance and/or injunctive relief or other equitable remedies, in addition to any remedies otherwise available at law.
- (b) A "breach" or "default" by a District will be defined as the District's failure to fulfill or perform (a) any express material obligation of the District stated in this Agreement, or (b) any obligation which the District has expressly assumed pursuant to Section 3.01.
- (c) In addition to those remedies otherwise available pursuant to Section 10.03, as between the Town and a District, the non-breaching Party will be entitled to enforce the breaching Party's performance of the terms of this Agreement and the PDP, pursuant to, without limitation, C.R.S. § 29-20-105(2)(g), which remedies the General Assembly has expressly authorized, to include the equitable remedies of specific performance and

injunctive relief pursuant to an expedited hearing to enforce such Party's obligations under this Agreement.

- 3.03 <u>Surety</u>. In recognition of the quasi-governmental nature of the Districts and their financial and taxing powers, Districts may satisfy the requirements under this Agreement or the Town Regulations for posting of financial guarantees to assure the construction and warranty obligations for Public Improvements the Districts have constructed by establishing a cash construction escrow (the "Escrow") in accordance with the following:
 - (a) the Escrow shall be established with a title insurance company or financial institution;
 - (b) the Escrow deposit shall be in the amount prescribed by the Town Regulations;
 - (c) Districts may make progress payments to their contractors from the Escrow deposit, provided the Town approves the payment request, which approval shall be prompt and not unreasonably withheld;
 - (d) the Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;
 - (e) the Escrow agreement shall authorize the Town to access the Escrow deposit in the event of a default by Districts, for the purpose of undertaking completion or remediation work on the Public Improvements, as more specifically provided under the applicable SIA; and
 - (f) the Escrow deposit remaining after completion of the Public Improvements and the posting of the required warranty surety shall be returned to the Districts.

In lieu of establishing an Escrow (for construction or warranty), the Districts may, at their discretion, post any other form of financial surety authorized under the Town Regulations.

In the event of a default by the Districts in their obligation to construct the Public Improvements, Town shall have the right to withhold approvals and permits for the applicable portion of the Project until the default is cured.

3.04 Annual Appropriation and Budget. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties expressly understand and agree that the Districts' obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board(s) of the Districts and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The Districts' obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement, unless otherwise specified in writing by the Parties thereto.

ARTICLE IV GENERAL OBLIGATIONS

4.01 Municipal Services. Except as specifically set forth to the contrary in this Agreement, and so long as Master Developer has satisfied its obligation to develop the necessary Public Improvements under this Agreement and the Town Regulations for the applicable portion of the Project, the Town shall provide the Property with Municipal Services at an equivalent service level, and on the same terms and conditions, including non-discriminatory fees and charges, as provided elsewhere within its municipal boundaries. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity, and such Municipal Services are provided on similar terms and conditions as provided to similar developments in other portions of the Town. The respective obligations of the Parties for development of the infrastructure necessary for provision of Municipal Services to the Property are addressed in Article VI.

4.02 Permitted Development. Master Developer shall develop the Property in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations. Town shall allow and permit the development of the Property in accordance with the Town Regulations, the PDP, and this Agreement upon submission of proper applications; payment of fees, exactions and charges imposed by the Town Regulations; and compliance with conditions precedent to permitting imposed by this Agreement, the PDP, or Town Regulations.

The Town agrees that it shall review and process all applications for land use approvals including, but not limited to, Plats and SDPs, and any approvals of aspects thereof, and building and construction permits required in connection with the Property, in a prompt and efficient manner, in accordance with applicable Town Regulations, the PDP, and this Agreement. Town shall not unreasonably delay, condition, withhold or deny consent to or approval of any development request or permit relating to the Property and/or the Project.

- **4.03** <u>Coordination</u>. Subject to prior review, Town shall coordinate with, and affirmatively support, the Owner or Master Developer in any filings or applications before other governmental jurisdictions necessary for Owner or Master Developer to fulfill its obligations under this Agreement, or to allow development of the Property in accordance with the PDP and this Agreement.
- **4.04** Required Easements. To the extent necessary to provide access to or Municipal Services to the Property, Owner shall provide any easements on the Property or, if Owner has a legal right to do so, adjacent to the Property, to the Town as reasonably requested by the same prior to the issuance of the applicable Plat.

ARTICLE V GROUNDWATER RIGHTS

5.01 Requirement. In accordance with the Charter and Code, it is the obligation of Owner to convey to the Town the Groundwater Rights (together with additional water resources, if required under this Agreement) to support the Town's obligation to provide a municipal water supply to the Property. The Town shall have no obligation to issue Plat, SDP, building permit, or other construction permit approvals, or any other approvals for development on the Property, unless Owner is in compliance with the provisions of this Article V.

5.02 The Town and Master Developer acknowledge that Master Conveyance. Developer has provided to the Town, at Master Developer's sole expense, an opinion of a qualified Colorado attorney (the "Title Opinion") that: (i) Owner owns the Groundwater Rights and (ii) upon recordation of the special warranty deed conveying the Groundwater Rights to the Town, Town will have good and marketable title to the Groundwater Rights, free of liens, encumbrances or other title defects (the "Title Opinion Requirements"). The Town and Master Developer further acknowledge that the Town has not accepted the Title Opinion and is in the process of assessing the Groundwater Rights with respect to the satisfaction of the Title Opinion Requirements. Owner shall reimburse Town for all reasonable actual third-party costs incurred by Town in retaining legal counsel to review and assess the Title Opinion and Title Opinion Requirements with respect to the Groundwater Rights. The Parties acknowledge and agree that, once the Town accepts and concurs with the Title Opinion, the Town shall rely upon such opinion in accepting conveyance of the Groundwater Rights. Within ten (10) days after the Effective Date, the Owner shall convey to the Town title to the Groundwater Rights by special warranty deed. Subject to the terms and conditions of the Decrees, the conveyance of the Groundwater Rights shall transfer to the Town the right to use, reuse, lease or sell the water withdrawn under the Groundwater Rights.

After conveyance of the Groundwater Rights, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Groundwater Rights. Should it be subsequently determined that marketable title to any portion of the Groundwater Rights did not vest in the Town with the conveyance of same, and such defect cannot be cured by Owner or Master Developer, the Water Credit established in Section 5.03 below shall be reduced accordingly, and the Water Bank debited in an amount equal to the SFE equivalent of the Groundwater Rights for which marketable title did not vest.

5.03 <u>Water Credit</u>. Under the Town Regulations, the Groundwater Rights are converted into development entitlements, referred to as a "Water Credit." The Water Credit is expressed as a single-family equivalent ("SFE"). An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from a single-family residence under the Town Regulations. Consequently, one (1) SFE of Water Credit represents that the holder has satisfied the Town's water dedication requirement for one single-

family residence or the equivalent demand attributable to commercial or irrigation uses under the Town Regulations. SFEs are assigned to residential, commercial and irrigation uses under the Town Regulations.

The Title Opinion is currently being assessed for 2,290.35 acre feet of Groundwater Rights for the Property, which includes 2,032.24 acre feet of the Groundwater that was adjudicated under the Decrees (the "Adjudicated Water Rights"). Town and Master Developer acknowledge that additional water rights other than the Adjudicated Water Rights may exist within the Groundwater Rights conveyed to the Town. With conveyance of the Groundwater Rights to the Town, a Water Credit for the Property will be established in SFE's for the Adjudicated Water Rights, to the extent then accepted by the Town. Town shall determine whether the Title Opinion Requirements have been satisfied for the Groundwater Rights, as the same may be presented by, or on behalf of, Master Developer to the Town from time to time. At no time will the Property be platted into developable lots, unless the Property has available Water Credits accepted by the Town, or otherwise provided for in Section 5.06, for such lots. Master Developer will adjudicate all of the unadjudicated Groundwater Rights that do not constitute a part of the Adjudicated Water Rights and, subject to the terms and conditions set forth above, receive an additional Water Credit with respect to such Groundwater Rights. Town shall be named as a co-applicant in the adjudication application. If Master Developer does not complete the adjudication within three (3) years from the Effective Date, the Town may pursue the adjudication and charge the Master Developer for the actual costs of said adjudication. Upon the acceptance of all or any portion of the Title Opinion by the Town, the Town will calculate the initial Water Credit for the portion of the Property related to such accepted portion of the Title Opinion. The Master Developer believes the total initial Water Credit related to the Title Opinion will be approximately as follows:

Aquifer	Adjudicated Groundwater		Equivalent SFE Credit "Water		
	AF/Year		Credits"		
Lower Dawson	0		0		
Denver	553.91		503.55		

Arapahoe	1182.66	1075.16
Laramie Fox	295.67	89.60
Totals	2032.24	1668.31

The final Water Credit calculated by the Town in SFEs may be subject to adjustment over time, pursuant to the Water Efficiency Plan under Section 5.08 below; however, except as set forth in this Agreement, such SFE calculation shall not be affected by changes in the conversion rate of Groundwater Rights into SFEs that the Town may implement through modifications to the Town Regulations after the date of this Agreement, including any future changes in the current non-renewable dedication requirement under the Town Regulations.

- **5.04** Application of Water Credit. Unless otherwise directed by the Owner in accordance with Section 5.06 below, the Water Credit shall be reduced (i.e. applied):
 - (a) Initially, at the time of Plat approval, by the total SFE assigned to all approved development with such Plat (private and public) to the extent the water demand for such use can be determined at Plat approval;
 - (b) Subsequently adjusted at the time of SDP approval within the Property, or at building/irrigation permit issuance within the Property, for those uses not accounted for at the time of Plat approval, or as necessary to reflect specific SFE assignment determined at building permit; and
 - (c) At the time all potable and irrigation tap sizes are known, the Water Credit in the Water Bank, as defined in Section 5.05 below, shall be adjusted to reflect the SFE assignment in accordance with the Town Regulations.
- 5.05 <u>Water Bank</u>. In order to properly account for the Water Credit, Town shall administratively maintain an account designated as the Dawson Trails Water Bank ("Water Bank"). The Water Bank shall be debited or credited from time to time upon the Owner's application of any portion of the Water Credit in accordance with this Article V.

The Owner may request in writing an accounting of all entries made to the Water Bank and the current balance. Any objections raised by the Owner regarding an entry shall be reviewed by the Town, provided, however, that the Town's determination after such review shall be final and binding if reasonably made in accordance with this Agreement.

development of the Property, or if a specific portion of the Property has insufficient Water Credit(s), the Owner of such portion of the Property shall be required, and shall have the right to provide, in addition to those Groundwater Rights referenced in Section 5.03 above, additional water resources acceptable to the Town. At the sole discretion of the Town, cash-in-lieu of water rights in accordance with Town Regulations then in effect may be approved but, because water rights may or may not be available for purchase, will be subject to review and approval by the Town Council for each request to utilize cash-in-lieu. Absent provision of such additional water resources, the Town shall not be obligated to approve any additional Plat(s) or issue building permits for that portion of the Property for which sufficient Water Credits are not allocated, or for which a cash-in-lieu payment has not been made.

5.07 <u>Water Efficiency Plan</u>. Owner shall implement the Water Efficiency Plan attached as *Exhibit 2* ("Water Efficiency Plan") for all development within the Property. The Water Efficiency Plan shall be incorporated into all conveyance documents for the Property and private covenants and restrictions. All builders of residential and non-residential construction on the Property shall be required to implement and follow all requirements of the Water Efficiency Plan.

Minor modifications and clarifications or changes that are more restrictive or net neutral to the Water Efficiency Plan may be made administratively, without requiring an amendment to this Agreement, as reasonably determined by the Town. In the event more restrictive modifications are made to the Water Efficiency Plan, the corresponding credits to the Water Bank for each SFE shall be calculated based on estimated actual use of the related improvement. In the event that more restrictive water use conservation measures than are contained in the Water Efficiency Plan are subsequently adopted by Town Regulations and applied uniformly throughout the Town, the Water Efficiency Plan shall remain in full force and effect with respect to, and only with respect to, the

aspects of the Water Efficiency Plan that are more restrictive than such adopted conservation measures, and the Town-adopted more restrictive measures shall otherwise govern all future Plat approvals. In the event that the use of system development fee credits programs, as set forth in the Code in Section 13.12.080, are eliminated or amended to reduce or eliminate these programs, the Project shall be subject to such regulations, and any such credits that the Project may have qualified for will be eliminated or amended in accordance with such amendments to the Code. Except as expressly set forth herein, nothing in this Agreement shall obligate the Town to any future credits or programs that may exist at the time of this Agreement, if said credits or programs are eliminated or amended by any Code amendment.

ARTICLE VI PUBLIC IMPROVEMENTS DEVELOPMENT

6.01 Generally. Master Developer shall develop the Property in accordance with this Agreement, the PDP, and applicable Town Regulations and state and federal laws and regulations. Except for the Town Improvements defined in 6.04 below, and except as set forth in Section 3.01, development of the Public Improvements shall be the exclusive obligation of Master Developer, and Master Developer shall bear the cost of planning, design, construction and financing of the Public Improvements and all other related and incidental activities, including off-site property or easement acquisition, if such off-site property interests are necessary to construct the Public Improvements or to connect the Public Improvements to existing infrastructure, and are located in the general vicinity of the Property and contained in the applicable Plat, SIA and/or SDP. Town may, at the Town's discretion, exercise its eminent domain powers to acquire such off-site property interests if Master Developer or District reasonably determine that they are unable to secure them, provided that Master Developer bears all costs of condemnation including appraisal, expert witness and attorney's fees and just compensation for the property acquired, if compensation is required.

The Public Improvements shall be developed in strict accordance with Town Regulations, the PDP, this Agreement, the Phasing Plan and the applicable SDP, Plat and SIA. Except as otherwise expressly provided in this Agreement, or the applicable SDP, Plat or SIA, Town shall have no obligation to develop Public Improvements.

- 6.02 Oversizing. In the event Master Developer independently develops Public Improvements which are sized to serve, or otherwise directly benefit adjacent, third-party developments, the Town and Master Developer shall prescribe in the applicable SIA for said adjacent third-party developments the method by which Master Developer may recover a fair and equitable portion of the cost of development of such Public Improvements from such adjacent third-party developments. The Town shall make diligent and best efforts to obtain such recoupment, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests.
- 6.03 <u>Cooperation in Public Improvement Development</u>. The Town and Master Developer shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop the Public Improvements. The Town shall apply for any such permits or approvals in its name, or in the joint names of the Town and Master Developer, if so required by the governmental agencies. The Town shall incur no liability to Master Developer if such governmental agencies do not issue necessary permits and approvals.
- 6.04 Town Water and Wastewater Improvements. The Town has the obligation to construct, acquire or otherwise develop raw water production, treatment and storage and wastewater treatment of sufficient capacity to serve the Property through Full Buildout ("Town Water and Wastewater Improvements"). Unless a portion of the cost of the Town Water and Wastewater Improvements is allocated to Master Developer by mutual agreement, the Town shall have the exclusive obligation to design, engineer and construct the particular component of the Town Water and Wastewater Improvements, such that adequate capacity in the Town Water and Wastewater Improvement is available for service to development within the Property. If Master Developer has the obligation to jointly fund a Town Water and Wastewater Improvement, the Town's obligation to develop such Town Improvement is dependent on Master Developer providing financial guarantees and tendering funds when reasonably required by the Town.
- **6.05** <u>Public Improvements Control</u>. Upon dedication of Public Improvements by Master Developer and acceptance of the same by Town, Town shall have the exclusive ownership, management, and maintenance rights and obligations with respect to the Public Improvements, and neither Master Developer nor Owner shall have any further responsibility for ownership or

maintenance of the same. Town may use or allow others to use the capacities in the Public Improvements, provided that the capacities developed by Master Developer at Master Developer's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede the amount or timing of development on the Property and so as to maintain adequate service to existing development on the Property.

6.06 <u>Subdivision Improvements Agreement</u>. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses the engineering requirements for the Public Improvements to be constructed to serve the Plat and the financial guarantees to assure construction of the Public Improvements. Unless modified in the SIA, the provisions of this Article VI will apply to the development of such Public Improvements, irrespective of whether or not reference to this Article VI is made in the SIA.

ARTICLE VII WATER, WASTEWATER AND STORMWATER

Removal of Existing Infrastructure. Master Developer, at its sole expense, shall remove any existing on-site or off-site water, wastewater, and drainage infrastructure previously built to support this development including, but not limited to, any existing water and wastewater pipes and wells and related facilities. To the extent that existing infrastructure is located within open space area(s), Town reserves the right to determine whether the removal of the existing infrastructure would result in damage to the open space area(s). If the Town determines that removal would cause damage to the open space area(s), the Town, in its sole discretion, may relieve the Master Developer of its obligation to remove it; however, if the existing infrastructure is permitted to remain, at no time shall the Master Developer be allowed to connect to and/or use the existing infrastructure as part of the development. If Town agrees to leave any existing infrastructure in place, it will be documented in the SIA, and the Master Developer shall provide engineering locates of the infrastructure to the Town. All existing wells that must be removed shall be removed and abandoned in accordance with the rules of the State Engineer's Office. When the existing water tank is no longer utilized for on-site development purposes, the Master Developer shall, at its sole expense, remove or fill in the existing tank and revegetate the area. While the existing water tank remains in place, it shall remain privately owned and at no time shall be

connected to public infrastructure. After removal of any existing infrastructure, Master Developer shall, at its sole expense, design and construct the necessary water and wastewater infrastructure to serve the Property, per Town Regulations.

- 7.02 Water System Improvements. Master Developer, at its sole expense, shall design and construct the necessary water system improvements ("Water System Improvements") required to serve the Property as set forth in the applicable Plats, SIAs and SDPs. These Water System Improvements may include, but are not limited to, water storage tanks, pump stations ("Pump Station"), back-up power sources, distribution pipes, valves and related appurtenances. In the event that a water storage tank ("Green Zone Tank") is included in any Water System Improvements and said Green Zone Tank is to be located outside of the jurisdictional limits of the Town, the Master Developer shall be responsible for acquiring a fee simple interest in the Green Zone Tank site, as well as any land or permanent easements required to connect any associated transmission line(s) with the Property. If it is determined that a Green Zone Tank is needed, except for roadway connectivity and associated infrastructure as expressly set forth in the PDP, Plat, SIA or SDP, no overlot grading permits for residential development within the area to be served by the Green Zone Tank will be issued until such time as the Master Developer acquires the necessary land for the potential Green Zone Tank and associated transmission line(s) and begins construction of the Green Zone Tank. Master Developer shall convey to the Town the land the Green Zone Tank is on, at time of conveyance and acceptance of the Green Zone Water System and Green Zone Tank to the Town.
- **7.03** Wastewater. Master Developer, at its sole expense, shall design and construct the necessary on-site and off-site wastewater improvements ("Wastewater Improvements") required to serve the Property, with the exception of Section 7.04 below. The Master Developer shall also replace any off-site wastewater mains and sanitary sewer lines that require upsizing, which shall be determined through the final utility reports. Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town \$300,000.00, which is its proportional share (80%) of the cost for the Town-completed upsizing of the Malibu Sewer Interceptor. Additionally, it is estimated that the Project will contribute eighty percent (80%) of the wastewater flow to the Prairie Hawk Interceptor. The final contribution percentage will be reviewed and confirmed based upon the actual and reasonably projected wastewater flows at the

time construction of the Prairie Hawk Interceptor is scheduled to begin. The Prairie Hawk Interceptor is in the Town's Capital Improvement Projects list and is currently scheduled to be upsized in the year 2028, in order to support this Project. The Prairie Hawk Interceptor upsizing is currently estimated, at the time of the execution of this Agreement, to cost \$810,313.00; provided, however, these costs will likely increase prior to construction. Therefore, Master Developer or Owner shall pay to the Town its proportional share of the actual costs of upsizing the Prairie Hawk Interceptor, which amount is to be determined by the Town at the time of construction, as set forth above. The Master Developer shall have sixty (60) days after receiving notice of its proportional share of the actual costs to pay the Town. The Town will notify the Master Developer if the Prairie Hawk Interceptor upsizing project is scheduled to be completed in a different year. The Town will make best efforts to complete the Prairie Hawk Interceptor in a timely manner so as to not unreasonably hinder or delay the development of the Project.

- 7.04 Plum Creek Parkway Sanitary Sewer Interceptor. Town shall be responsible for replacing, or funding the replacement of, the missing segment of the Plum Creek Parkway Sanitary Sewer Interceptor in a manner as to not cause unreasonable delay in the development of the Project. To allow for time for any necessary funding approvals, the Master Developer shall provide the Town with notice at least twelve (12) months in advance of making a connection to the sewer interceptor for the Project.
- 7.05 <u>Water and Wastewater Service</u>. Upon final acceptance by the Town of the Water System Improvements and Wastewater Improvements, constructed by the Master Developer to the Town specifications, the Town will own, manage, and maintain the Water System Improvements and Wastewater Improvements at Town expense; provided, however, that Owner or its successor will retain ownership and the responsibility to maintain that portion of: (i) each water service line from the curb stop to the building, and (ii) each sanitary sewer service line from the sanitary sewer main to the building. Water and wastewater service will be billed and collected by the Town pursuant to the terms and conditions of the Town Regulations.
- **7.06** <u>Lift and Pump Stations</u>. In the event wastewater lift and/or potable water pump stations are necessary within the Property, in order to provide adequate water and wastewater service to the Property, Master Developer shall pay to Town an operation and maintenance fee

("O&M Fee") for each lift and/or pump station. The amount of the O&M Fee payment shall be determined at the time the lift and/or pump station is designed, based on actual costs necessary to operate and maintain said lift and/or pump station(s), and payment shall be due concurrently with recordation of the SIA for the parcel utilizing the lift and/or pump station.

7.07 **Drainageway Improvements.** Master Developer shall be responsible for preserving and fully stabilizing all major drainageways within the Project boundaries having a watershed area greater than 130 acres, in accordance with Town Regulations. In particular, Master Developer, at its sole expense, shall be responsible for the design and construction of drainage improvements, required pursuant to Town Regulations, to the North Dawson and South Dawson drainageway and the Gamble Ridge and Gamble Ridge North drainageway, in accordance with the approved North and South Dawson Tributaries Master Plan Report dated February 2011, the Gamble Ridge and Gamble Ridge North Tributary Master Plan dated October 2014, and the local governing jurisdiction and state and federal regulations (the "Drainageway Improvements"). The Drainageway Improvements include, but are not limited to, (a) all major drainageways and floodplain improvements within Town limits on the west side of Interstate 25; provided, however, that there shall be no reimbursement to the Town for major drainageway improvements completed by the Town as part of the CVI, except, and to the extent such drainageway improvements are oversized in order to accommodate anticipated drainage flows generated by the Project; and (b) major drainageway and floodplain improvements at the outfall points from the Property discharging east of Interstate 25 to the confluence with East Plum Creek (the "East Drainageway Improvements").

The Drainageway Improvements shall be constructed and completed concurrently with any adjacent subdivision improvements and as part of the Public Improvements necessary to serve the Property. The Drainageway Improvements located within the Town boundaries shall be dedicated to the Town in a separate floodplain tract. Portions of Drainageway Improvements on private property, or outside of the Town boundaries, shall be dedicated to the appropriate District or owner's association for ownership and maintenance. Drainageway Improvements shall be constructed consistent with Town Regulations including, but not limited to, the Town Storm Drainage Design and Technical Criteria Manual, as amended. At the Town's sole discretion, if Master Developer is unable, for any reason, to obtain the necessary permit(s) for all required

Drainageway Improvements, Master Developer shall deposit with Town an amount equivalent to the estimated cost, as reasonably determined by the Town, of completing such improvements.

ARTICLE VIII TRANSPORTATION IMPROVEMENTS

8.01 <u>Fire Apparatus Access Roads</u>. All fire apparatus access roads shall be completed by Master Developer in accordance with the Town Transportation Design Manual and/or the International Fire Code, as amended from time to time. Any roads that are outside the Property may be subject to state and/or federal standards. Fire apparatus access roads shall be completed throughout phasing of the Project, at intervals that are appropriate to meet the required amount of access points for the level of development that is being constructed. At no time shall there be less than one fire apparatus access point into the Property. Infrastructure and below-grade foundation work may take place with approved fire apparatus access points that meet the minimum standards set forth by the Town for fire apparatus access into below-grade foundation areas.

Town will allow for at-grade and below-grade construction work to occur onsite with the current at-grade railroad crossing or similar approved fire apparatus access. No vertical building construction will be allowed, except for the Costco building site, without a Town-approved grade-separated railroad crossing for a fire apparatus access point. Unless prior approval is given by the Fire Code Official, or as allowed by this Section, at-grade railroad crossings for fire apparatus access points are prohibited. Requests for an at-grade railroad crossing must be in writing to the Fire Code Official and include all extenuating circumstances for the waiver. Any above-grade construction without prior Fire Code Official approval shall immediately be issued a stop work order, and no further work may commence at said site without written approval from the Fire Code Official.

8.02 Emergency Vehicle Access. Owner, at its sole cost and expense, shall design, construct and, to the extent it is within the Property, maintain permanent emergency vehicle access roads (each, an "EVA") through the Property to provide access to the Keene Ranch subdivision, at approximately the location referenced in the PDP. In addition, provided that the Twin Oaks subdivision approves same via a written instrument reasonably acceptable to Owner and the Town, Owner shall, at its sole cost and expense, design and construct a permanent emergency vehicle

access for the Twin Oaks subdivision at or near the existing Clarkes Circle as it will intersect with Crystal Valley Parkway. The final location of the EVAs, will be determined by the Town at time of SDP, and EVAs shall be constructed with the adjacent Public Improvements on the Property. EVAs shall be designed and constructed to meet the requirements as set forth in the International Fire Code, as amended from time to time, pertaining to weight support and grade specifications, to allow for the movement of vehicles in both directions. The EVAs will require bollards and chains at each end, with Town-approved Knox locks at both sides.

- 8.03 <u>Dawson Trails Boulevard</u>. The Project's projected traffic demand at Full Buildout requires Dawson Trails Boulevard to be a major arterial from Plum Creek Parkway to the southern Property boundary, as set forth below. Other than as required by the CVI project, the cost of which shall be borne by Town, Master Developer, at its sole cost and expense, shall design the full width of Dawson Trails Boulevard in accordance with the Town's standard street cross sections, and consistent with the approved TIA for a "major arterial" class street, from Plum Creek Parkway to the southern Property boundary. The Parties acknowledge and agree that portions of Dawson Trails Boulevard are expected to be designed and constructed by Town as part of the CVI project, and that Owner's design of same may be incorporated into the Town's design.
 - (a) Northern Dawson Trails Boulevard. Master Developer, at its sole cost and expense, shall construct, at a minimum, two (2) lanes of Dawson Trails Boulevard, to be referred to as "Northern Dawson Trails Boulevard," from the northern terminus of the CVI project north to Plum Creek Parkway. Northern Dawson Trails Boulevard shall be open to the public from CVI to Plum Creek Parkway prior to traffic volumes reaching 25,000 vehicle trips per day (vpd) on the west side of CVI. Once traffic volumes reach 25,000 vpd on the segment of road between the I-25 southbound ramps and the first intersection to the west of these ramps, then no further building permits will be issued until Northern Dawson Trails Boulevard is open to the public from CVI to Plum Creek Parkway. Construction of the first two (2) lanes of Northern Dawson Trails Boulevard may begin earlier, however, it shall not begin until notice to proceed has been given by the Town for the construction of the CVI. Master Developer, at its sole cost and expense, shall construct, when warranted based upon an approved TIA, auxiliary turn lanes at the Plum Creek Parkway and Northern Dawson Trails Boulevard intersection.

The remaining two (2) lanes of the Northern Dawson Trails Boulevard shall be constructed by the Master Developer when traffic volumes reach 12,000 vehicle trips per day north of the Project or per the Phasing Plan, whichever occurs first. In the event Town constructs Northern Dawson Trails Boulevard or portions thereof, Master Developer shall reimburse Town for the Town's design, construction and right-of-way costs. Such payment to Town shall be a condition to recordation of the first Plat of developable property that creates more than 25,000 vpd (proposed and existing traffic) on the west side of CVI.

Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from directly benefited adjacent properties as they are developed. If the District(s) or Master Developer pays for the design and construction of Northern Dawson Trails Boulevard, the Town will not seek recoupment and/or reimbursement of said costs from any properties within the District(s) at the time the District(s) issues debt for such improvements.

(b) Southern Dawson Trails Boulevard. Town shall be responsible for the entire cost to design and construct a portion of Dawson Trails Boulevard, to be referred to as "Southern Dawson Trails Boulevard," as same is required pursuant to the CVI project; provided, however, except, and to the extent that, Southern Dawson Trails Boulevard is oversized or otherwise amended in order to accommodate Master Developer's design and construction of the Project in excess of the requirements of the CVI project, said costs shall be borne by Master Developer. Except as set forth herein regarding the Town's responsibility for the design and cost of Southern Dawson Trails Boulevard as a part of the CVI project, Master Developer, at its sole cost and expense, shall construct Southern Dawson Trails Boulevard, from CVI south to the southern Property boundary, in accordance with approved plans. Except as set forth herein regarding the Town's responsibility for the design and cost of Southern Dawson Trails Boulevard as a part of the CVI project, Southern Dawson Trails Boulevard shall be constructed by the Master Developer at the time required by the Phasing Plan or the TIA, whichever occurs first. The Town will agree to construction of a transition down to two (2) lanes based on forecasted Project volumes being less than 12,000 vehicles per day on average, and to allow a transition to two (2) lanes prior to the southern Property boundary to align with the County design, which the Parties acknowledge and agree calls for two (2) lanes commencing at the southern boundary of the Property. Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from directly benefited adjacent properties that are outside of the District boundaries at the time the District(s) issue debt for such improvements, as they are developed.

8.04 <u>Crystal Valley Interchange (CVI)</u>.

- (a) Unless otherwise expressly provided in this Agreement, no building permits shall be issued until the completion of the Crystal Valley Interchange (CVI) Project and the Master Developer has paid their required contribution, as set forth below. At the time of execution of this Agreement, the estimated cost of the Crystal Valley Interchange (CVI) project is \$118,000,000.00 ("Total CVI Project Cost"). The parties have agreed to cost sharing for the CVI project as set forth below.
- (b) Subject to the terms herein, the Master Developer shall be responsible for contributing fifty million dollars (\$50,000,000.00) (the "Developer CVI Contribution") to the cost of building the CVI project. Subject to the terms herein, the remaining cost for the CVI project will be funded by contributions from (1) the Town and the County ("Town and County CVI Contribution"), estimated to total approximately \$50,000,000.00 and (2) other funding sources including, but not limited to, grants ("Other CVI Contribution"), currently estimated to total approximately \$18,000,000.00. At the time Town has an approved Construction Agreed Price ("CAP") for the CVI with the Town's contractor, Town will notify Master Developer of the Developer CVI Contribution amount. Subject to Force Majeure and the terms herein, Master Developer to pay the Developer CVI Contribution. The Developer CVI Contribution shall be deposited in the CVI Escrow pursuant to the terms set forth below.

As of the Effective Date, the Town is actively pursuing additional grant and other funding for the CVI project. If the Town successfully obtains additional funding, it will first be used to cover the Other CVI Contribution. If the Town successfully obtains additional funding in excess of the remaining costs for the CVI project not covered by the Developer CVI Contribution and the Town and County CVI Contributions, these funds shall be used to reduce the CVI contributions as follows: twenty-five percent (25%) to the Town, twenty-five percent (25%) to the County, and fifty percent (50%) to the Master Developer. If the Total CVI Project Cost is less than \$118,000,000.00, the Other CVI Contribution will be reduced before any reduction in either the Town and County CVI Contribution or the Developer CVI Contribution. If the estimated costs for the CVI project exceed the Total CVI Project Cost set forth above (a "CVI Project Overage"), the Town and Master Developer agree to use good faith and commercially reasonable efforts to fund the CVI Project Overage. If the Master Developer does not provide the funding for the Developer CVI Contribution by either March 1, 2023, or twenty-one (21) days from the date the Town has an approved CAP, whichever is later, the Town shall have the right, but not the obligation, to proceed with the CVI project and the Master Developer, or the District(s), shall reimburse the Town for all costs exceeding the Town and County CVI Contribution, but under no circumstances shall these costs exceed sixty-eight million dollars (\$68,000,000.00).

Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from properties that are outside of the District(s) boundaries at the time the District(s) issue debt for such improvements, which will benefit from the CVI project.

- (c) Town and Master Developer agree that the funding for the CVI project shall be managed and distributed using a cash construction escrow (the "CVI Escrow") and Escrow Agreement in accordance with the following:
 - (i) the CVI Escrow shall be established with a title insurance company or financial institution;

- (ii) the CVI Escrow deposits shall be in the amounts prescribed in Section 8.04(a) above; and
- (iii) the Town shall make progress payments to their contractors from the CVI Escrow, provided the Town approves the payment request, which approval shall be prompt and not unreasonably withheld.
- (d) Prior to substantial completion of the CVI, but not before commencement of construction of CVI, a building permit for Costco may be issued, and vertical construction allowed, subject to fire apparatus access routes approved by the Fire Department. A Certificate of Occupancy for Costco will not be issued until CVI is open to the public. The Town will not issue more than five hundred (500) building permits for residential development within the Property, until such time as (i) Northern Dawson Trails Boulevard is open to the public between CVI and Plum Creek Parkway; and (ii) CVI construction has commenced. Once any of these five hundred (500) residential building permits are issued, the Town will issue Certificates of Occupancy once each building has met any and all Town building code and site compliance requirements. Master Developer is solely responsible for the design and construction of, and acquiring any necessary approvals from the Colorado Department of Transportation (CDOT) and/or the Federal Highway Administration (FHWA) for, any improvements to the Plum Creek Parkway interchange that are necessary to support the additional Project traffic impact prior to opening of the CVI.
- **8.05** <u>Construction Traffic Access.</u> All construction traffic shall only access the Property by a Town-approved construction route.
- **8.06** Twin Oaks Entrance. Master Developer, at its sole cost and expense, shall design and construct the Twin Oaks Entrance and the entry street located within the Town of Castle Rock, serving the County properties located on Twin Oaks Road and Clarkes Circle. Any maintenance responsibilities shall not be the responsibility of the Town and shall be determined pursuant to a private agreement between the Owner or Master Developer and the property owner's association for Twin Oaks, or such other entities as may be appropriate.

- **8.07 Public Improvements Participation.** Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town the Property's total pro rata share of the total estimated cost of the following improvements, which improvements will be constructed by Town or others when warranted:
 - (a) Thirty-four point nine percent (34.9%) of the total cost of a traffic signal at the intersection of Plum Creek Parkway and Northern Dawson Trails Boulevard; and
 - (b) Twenty-four percent (24%) of the total cost of right-turn lanes at the southbound entrance ramp from Plum Creek Parkway to Interstate 25.
- **8.08** Pedestrian and Bicycle Crossings. Master Developer, at its sole cost and expense, shall design and construct grade-separated crossings at all major collector and arterial roadways for pedestrian and bicycle paths as shown on the PDP.
- 8.09 Transportation Demand Management Requirements. Master Developer is obligated to implement certain CDOT-approved Transportation Demand Management ("TDM") strategies, as determined necessary to meet the State's 1601 TDM Standards for approval of the CVI. Town acknowledges that Master Developer has agreed to take, or has already taken, certain TDM measures including reducing the density on the Property through the PDP; reducing the density of residential uses in the Project by approximately twenty-six percent (26%); and reducing the square footage of non-residential uses in the Project by over eighty (80%), thereby reducing vehicle trips to the CVI. In addition, Owner is dedicating land, per Section 9.08, for use as a Mobility Hub. Unless required by CDOT as a condition of CVI approval, Master Developer shall not be required to implement any further TDM measures. Notwithstanding the foregoing, the TDM measures will not include requiring the creation of a transportation management agency nor requirements for indoor employee shower/locker rooms and showers in buildings.
- **8.10** <u>Future Transportation Improvements</u>. As the Project is developed, the Town reserves the ability to require the Master Developer or Owner, as appropriate, to provide transportation improvements as determined necessary by future TIAs, SDPs, or construction documents, in accordance with the Town Regulations.

ARTICLE IX PUBLIC LANDS AND IMPROVEMENTS

- 9.01 Required Dedication. All Public Lands shall be offered for dedication and, upon acceptance, conveyed to Town, at no cost to Town (i) with the first Plat in which the Public Land tract lies, or (ii) with the first Plat adjacent to the Public Land tract, whichever occurs first; provided, however, that with respect to the Public Land tract(s) described in the map and legal description attached as *Exhibit 3*, said tract(s) shall be conveyed to the Town upon the execution of this Agreement (the "Initial PLD Tracts"). In addition, if the Town reasonably requires any other Public Land tract prior to the first Plat that such tract lies within, or the first Plat adjacent to such tract, the Owner shall convey the tract to the Town at such time. All conveyances shall be in accordance with 9.03 below. Notwithstanding the conveyance to the Town of the Initial PLD Tracts, subsequent to such conveyance Master Developer, subject to the Town's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed, is hereby granted: (a) access in, to, over, through, upon, across and under the Initial PLD Tracts for the purposes of: (I) designing, creating, constructing, installing, maintaining, repairing and replacing slopes by cuts and fills of soil adjacent to public sidewalks and/or public rights-of-way, and the maintenance and re-creation thereof, which shall specifically include the right, in accordance with generally accepted engineering practices, to excavate, slope, cut, fill, install stormwater drainage pipes, open channels and/or facilities, and grade or otherwise change the natural contour of the Initial PLD Tracts to support and accommodate the adjacent public street, roadway or sidewalk; and (II) grading, excavating and/or sloping the Initial PLD Tracts. Town and Master Developer agree to work collaboratively and in good faith on the location of any utility alignment(s). The Parties agree that the preferred location of any utility alignment(s) is along the boundaries of any parcel(s).
- 9.02 <u>Development Costs</u>. Master Developer, at its sole cost and expense, shall extend water, wastewater, and stormwater utilities and streets of sufficient capacity and/or quantity as necessary to serve Public Lands to the property boundaries of such Public Lands as part of the applicable Phase improvements. Master Developer shall pay to the Town the applicable water and wastewater System Development Fees, renewable water resource fees, and meter set fees in accordance with the Town Regulations ("Tap Fees"), to the extent the Town utilizes water for Town parks or buildings developed on Public Lands. The Tap Fees shall be paid to the Town prior to recordation of the Plat which includes the applicable Public Land, or if the number and size of

the Water Tap Fees for the platted Public Land is not known at the time of Plat recordation, within 60 days after notice from the Town that the park or building Tap Fees have been determined based on the Town's development plan for the Public Land. Master Developer shall not be required to pay any Tap Fees for water and/or wastewater service exclusively benefitting school development on Public Lands.

9.03 <u>Conveyance</u>. All Public Lands and other parcels to be conveyed to the Town shall be conveyed to the Town, at no cost to the Town, by special warranty deed, free and clear of monetary liens, but subject to matters of record that would not preclude the Town from utilizing the property for its intended purposes, as reasonably determined by the Town. Unless otherwise provided in the Town Regulations to the contrary, the Owner, as grantor, shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in the amount of \$10,000 per acre. If so requested by the Town or required by the Town Regulations, Master Developer shall complete and deliver a Phase I environmental audit of all Public Lands prior to conveyance and acceptance by the Town. Should the Phase I identify the need for a Phase II audit, then Master Developer shall deliver such Phase II to Town and shall be solely responsible for any remedial environmental measures of hazards identified in the Phase II audit reasonably imposed by Town, as a condition to Town's acceptance of such Public Lands.

9.04 Wildland Urban Interface Mitigation. All Public Lands and other parcels to be conveyed to the Town shall be assessed, at no cost to the Town, by a professional that is familiar with Wildland Urban Interface (WUI) mitigation. This assessment shall be provided to the Life Safety Division of the Fire Department for review to determine if any treatments are necessary to meet the current Community Wildfire Protection Plan that has been approved by the State and Town. Unless otherwise provided in the Town Regulations to the contrary, the Master Developer, shall furnish the Town with the review letter from the Fire Department, stating that no treatments are required at the time of conveyance. If so requested by the Town or required by Town Regulations, the Master Developer shall contract with a competent contractor that is familiar with WUI mitigation to perform all identified treatments for all Public Lands prior to conveyance and acceptance by the Town. All mitigation treatments shall be completed by the Master Developer as a condition to Town's acceptance of such Public Lands, except for those Public Lands identified as PL 1.07 and PL 1.10, which shall be conveyed to the Town at the time of the Effective Date of

this Agreement, per Section 9.01. All mitigation treatments required pursuant to this Section 9.04 for PL 1.07 and PL 1.1 shall be completed by the Master Developer prior to the first residential building permit for the Project, or within two (2) years of these Public Lands being conveyed to the Town, whichever comes first. Once the initial mitigation is completed by the Master Developer and the Public Land is conveyed to the Town, it shall be the responsibility of the Town to maintain the level of treatment that is appropriate as identified in the reviewed assessment and any subsequent updates.

Any Public Lands being conveyed to another public entity besides the Town shall also be assessed as set forth above, and the results of said assessment shall be provided to the Life Safety Division of the Fire Department for review and determination if any treatments are necessary to meet the current Community Wildfire Protection Plan that has been approved by the State and the Town. If any treatments are required, unless agreed to by such public entity, they shall be the responsibility of the Master Developer. Once the Public Land is conveyed to another public entity, it shall be the responsibility of said other public entity to maintain the level of treatment that is appropriate as identified in the reviewed assessment and any subsequent updates.

9.05 Exclusion of Covenants. Master Developer shall cause the exclusion of all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Master Developer, the Owner and the board of directors of any owner's association to the exclusion of the Public Lands from the application of such covenants. Prior to constructing or placing any structures on Public Land, the Town shall give the Master Developer and the applicable association a reasonable opportunity to review and comment on the design and plans for any such improvements, but the Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

9.06 <u>Landscape Maintenance</u>. Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated by Owner to the Town, including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians and roundabout islands. Such maintenance shall be at the sole expense of Owner and to the standard for maintenance established by the Town of

Castle Rock Landscape and Irrigation Criteria Manual. Owner's maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations. Owner may delegate its maintenance obligation to the District or a property owner's association, and the Town shall accept performance by the District or property owner's association of such maintenance obligations, provided that the District or property owners association is so authorized under the District Agreements. Upon acceptance of such maintenance obligations by the District or property owner's association, the Town agrees to release Owner from further maintenance obligations under this Agreement, with respect to those improvements accepted.

9.07 <u>Fire Station Conveyance and Funding.</u> Owner shall dedicate, as provided in Section 9.01, Public Land to the Town for a fire station site as shown on the PDP. Such dedicated Public Land must be suitable for fire station facilities in terms of topography, size and location, as consistent with the Town's current fire safety master plan and related policies.

At the time that the 1,400th residential building permit, or a lesser unit amount as determined at the sole discretion of the Fire Department, if the development has permits issued for age-restricted, assisted living or skilled nursing beds, is to be issued, the Master Developer shall remit to the Town two million dollars (\$2,000,000.00) to be used for the design, construction and equipping of the fire station.

At the time that the 2,500th residential permit is to be issued, the Master Developer shall at its sole expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such fire station is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands for a fire station as part of the applicable Phase improvements. The Master Developer shall at this time also remit to the Town an additional two million dollars (\$2,000,000.00) to be used for the design, construction and equipping of the fire station.

Once construction of the foregoing infrastructure is completed and the Master Developer has remitted all monies owed, it shall have no further responsibility regarding said fire station, except that the Owner or Master Developer shall be responsible for payment of any capital impact fees relating to fire service.

- 9.08 Mobility Hub. Owner shall dedicate no less than five (5) acres of Public Land to the Town for a Mobility Hub, as located and described on the PDP. As part of the applicable Phase improvements, Master Developer shall, at its sole expense, extend water, wastewater, stormwater utilities, and streets (provided that such Mobility Hub is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve such Mobility Hub, to the applicable Public Land's boundary.
- 9.09 Public Works Maintenance Yard. Owner shall dedicate Public Land to the Town for a Public Works maintenance yard, as included in the overall Public Land dedications as shown on the PDP. Master Developer shall, at its sole cost and expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such Public Works Maintenance Yard is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands to be a Public Works maintenance yard as part of the applicable Phase. Master Developer shall, at its sole cost and expense, rough grade the site for the Public Maintenance Yard.
- 9.10 <u>Water Treatment</u>. Owner shall dedicate Public Land to the Town for two (2) well sites. Owner shall dedicate Public Land to the Town for a water treatment plant site. The well sites and water treatment plant site acreages are included in the overall Public Land dedications as shown on the PDP.
- 9.11 <u>Trails</u>. Master Developer shall, at its sole cost and expense, design and construct all on-site soft-surface and hard-surface trails, in conformance with the PDP. Final trail alignments and surface material will be determined by the Town at time of SDP. Trails within drainage ways shall be constructed concurrently with construction of Drainageway Improvements.

ARTICLE X DEFAULT AND REMEDIES

10.01 Event of Default. Failure of any Party to perform any covenant, agreement, obligation or provision of this Agreement constitutes an event of default under this Agreement.

10.02 <u>Default Notice</u>. In the event either Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20)-day period and the defaulting Party commenced the cure within the twenty (20)-day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time, given the nature of the default, following the end of the twenty (20)-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

10.03 Remedies. In addition to specific remedies provided elsewhere in this Agreement (including the Town's right to withhold development approvals on portions of the Property burdened with the unperformed obligation), upon notice of default and failure to cure in accordance with Section 10.02, the non-defaulting Party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

The Parties acknowledge and agree that any mortgagee has a right, but not the obligation, to remedy or cure any event of default or breach by Owner or Master Developer under this Agreement, and that the Town will accept such remedy or cure if properly and timely carried out by a mortgagee, provided that any remedy or cure by a mortgagee shall not be construed as an assumption by the mortgagee of, or create any liability to, mortgagee with respect to the obligations

of Owner or Master Developer under this Agreement, unless the mortgagee acquires ownership of the Property.

ARTICLE XI VESTING

11.01 <u>Vested Property Rights</u>. Owner has demonstrated that the PDP meets the criteria under Chapter 17.08 of the Code and the Vested Property Rights Statute for vesting of property rights by agreement for a term in excess of three years. The PDP and this Agreement each constitute a "site specific development plan" as defined in Section 104 of the Vested Property Rights Statute and Chapter 17.08 of the Code and, accordingly, vested property rights are established with respect to the PDP and this Agreement in accordance with statute and applicable Code provisions. Pursuant to Section 17.08.080 of the Code, the following provision shall be placed on the PDP:

This Planned Development Plan, inclusive of the embedded PD Zoning Regulations, constitutes a site-specific development plan pursuant to Chapter 17.08 of the Castle Rock Municipal Code and §24-68-101, et seq., C.R.S., and establishes vested property rights that may extend through October 6, 2052, with the option of, upon Town Council approval, a single ten (10)-year extension, to undertake and complete the development and use of the property according with this Planned Development Plan.

11.02 <u>Duration</u>. Development of the Property requires Owner and the Master Developer to make substantial up-front capital investment in Public Improvements, as well as off-site infrastructure mandated by this Agreement. Given the scale of the Project, much of such infrastructure will serve multiple phases of the Project, and the recoupment of such investment by Owner and the Master Developer will occur incrementally as development of the Project progresses. The ability of the Owner and the Master Developer to finance development of the Property is dependent on demonstration to the capital markets that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the vested PDP will not be unilaterally imposed by the Town.

Accordingly, the Parties find that the Vesting Term, as provided in this Section 11.02, is necessary and appropriate.

Property rights in the PDP and this Agreement are vested pursuant to Chapter 17.08 of the Code and the Vested Property Rights Statute until October 6, 2052, however, such term shall be extended by one day for each day during which the PDP or this Agreement are subject to any Legal Challenge. In addition, such term may be extended, upon Town Council approval, for a single ten (10)-year extension ("Vesting Term").

- 11.03 <u>Vesting Term Restrictions</u>. During the Vesting Term, the Town shall not take any zoning or land use action (whether by action of the Town Council or pursuant to an initiated ordinance), which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Property in accordance with the PDP and this Agreement, nor shall the Town unilaterally amend the PDP, except the following actions shall not be precluded during the Vesting Term ("Permitted Actions"):
 - (a) The enforcement and application of the Town Regulations in effect as of the Effective Date, except as expressly provided in the PDP or this Agreement; or
 - (b) The enforcement and application of Town Regulations in effect at any point in time during the Vesting Term which are generally applicable to all similarly situated property, development, or construction within the Town; or
 - (c) The enforcement and application of Town Regulations to which Owner consents; or
 - (d) Any action with respect to the PDP or this Agreement for which the Town pays just compensation as prescribed under §24-68-105(c), C.R.S.; or
 - (e) The imposition of regional, state or federal regulations which are beyond the control of the Town as reasonably determined by the Town.
- 11.04 <u>Reservation of Rights</u>. Although Owner will not have a claim against the Town for the occurrence of a Permitted Action, Owner reserves the right to challenge the legality of such

action on any basis other than contractual breach of this Agreement, subject to the limitation and remedies under Section 11.05.

11.05 <u>Limitation of Remedies</u>. During the Vesting Term, and provided that Town is not in breach of its obligations under Article XI of this Agreement, Owner shall not assert estoppel or "common law vesting," or any other legal or equitable cause of action or claim against the Town, as a result of Owner's investment in Public Improvements or other expenditures in furtherance of development of the Property under the vested PDP. Upon expiration of the Vesting Term, or in the event the Town is in breach of Article XI of this Agreement, (i.e. the Town has failed to timely cure a noticed default), this Section 11.05 shall no longer restrict Owner's legal remedies. Owner acknowledges that the limitation of its remedies during the Vesting Term is a material factor and an inducement to the Town in granting vested property rights pursuant to this Article XI.

11.06 Rights Which Are Vested. Prior to expiration of the Vesting Term, Master Developer or Owner(s) shall have the right to undertake and complete the development and use of the Property in accordance with this Article XI, including, without limitation, (1) the right to develop-the Project as described in this Agreement and in the PDP, including the uses, density and intensity of use; (2) the right to submit, and for the Town to process, development applications and applications for grading permits, building permits, water taps, sewer taps, certificates of occupancy, and other permits in accordance with the procedures set forth in Town Regulations, the PDP, and this Agreement; and (3) in the event of any adverse action as contemplated in C.R.S. § 24-68-105(1), the rights and remedies as set forth in C.R.S. § 24-68-105, and subject to the requirements in Section 11.10. After expiration of the Vesting Term, the PDP shall remain valid and effective; however, the vested property rights in the PDP shall then terminate. The termination of such vested property rights shall not affect any equitable right or entitlement, if any, Owner or Master Developer may have to complete the PDP under law.

11.07 <u>Effective Date</u>. The effective date of the vested property rights in the PDP is the Effective Date. The public notice of vesting required under C.R.S. §24-68-103 shall be included in the publication of the ordinance approving the PDP ("Ordinance"). The Town shall publish the Ordinance within 14 days of approval of the Ordinance on second reading.

- 11.08 <u>Natural and Manmade Hazards</u>. Nothing in this Agreement or otherwise shall require the Town to approve development or use of any portion of the Property where there exist natural or manmade hazards on, or in the immediate vicinity of, the proposed area of use, provided that such natural or manmade hazards could not reasonably have been discovered as of the Effective Date but such hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare.
- 11.09 <u>Effect of Referendum</u>. Any referendum filed pursuant to Section 104(2) of the Vested Property Rights Statute and approved by the voters of the Town, which purports to invalidate the vested property rights established pursuant to this Article XI of this Agreement, shall not, except as may be expressly set forth therein, have the effect of invalidating the PDP. or any other Town approvals pertaining to the Property.

11.10 Remedy for Breach or Impairment of Vested Property Rights.

- (a) In consideration of the establishment of the vested property rights, together with the benefits to the Parties that this Agreement otherwise assures, the Parties, on behalf of themselves and their respective successors and assigns as applicable, have determined that it is in their respective interests to address and to waive certain potential claims, rights and remedies that might otherwise be construed to apply in a manner contrary to the Parties' intent in entering into, and performing their respective obligations pursuant to, this Agreement.
- (b) The Town Council has established in its legislative capacity as the legislative governing body of the Town that, although the Vested Property Rights Statute provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the vested property rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Statute as a remedy for breach or default with respect to the vested property rights. Accordingly:
 - (i) In implementation of the foregoing policy to protect the Town from potential monetary liability under the Vested Property Rights Statute, while

securing to Master Developer and other Owners, as applicable, the benefits of the vested property rights under and pursuant to the Vested Property Rights Statute:

- (A) Owner hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns (including but not limited to any successor Master Developer or Owner), any remedial right it or they, as applicable, may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the vested property rights.
- (B) The Town hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to pay money damages to any Landowner as just compensation upon a deprivation, impairment, violation or other divestment of the vested property rights.
- (C) The Parties have executed and entered into the foregoing mutual waivers, with the express intent that such waivers will be mutually binding and enforceable as to each them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers, and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town is precluded from taking such actions as are set forth in C.R.S. § 24-68-105(1).
- (ii) The Town Council, acting in its legislative capacity as the legislative governing body of the Town, expressly authorizes, determines and directs that

Master Developer and other Owners will be entitled to seek and to be awarded, and the Town will be subject to, such mandatory or prohibitory equitable remedies as may be required to secure to the Parties the remedies, limitations on remedies, and enforcement of the other terms and conditions set forth in this Section 11.10(b).

(c) <u>Contingent Remedy</u>. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in Section 11.10(b) will not be enforced against the Town as written, Master Developer and other Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Statute to the extent the Town takes any action which has the effect of divesting, depriving, impairing or violating the vested property rights under any circumstances other than those stated in Section 11.10(b) and such action constitutes a compensable action under the Vested Property Rights Statute.

ARTICLE XII GENERAL PROVISIONS

12.01 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the Town and the Master Developer. To the extent any such amendment has the effect of changing an obligation of an Owner as set forth herein, the prior written consent of the Owner shall be required in addition to the consent of the Town and the Master Developer.

12.02 Interpretation. In this Agreement, unless the context otherwise requires:

- (a) all definitions, terms and words shall include both the singular and the plural;
- (b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and

(c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

all notices allowed, or required to be given, in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received, the first to occur of, one business day after being deposited with a nationally recognized overnight air courier service, or upon delivery to the party to whom it is addressed. In the event of transfer of the Property, notice shall be sent to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

If to Town: Town Attorney

Town of Castle Rock 100 NWilcox Street Castle Rock, CO 80104

If to Owner: Dawson Trails I, LLC and Dawson Trails II, LLC

4100 East Mississippi Avenue, Suite 500

Glendale, CO 80246

Attn: Andrew R. Klein, Lawrence P. Jacobson, Jake Schroeder

If to Districts: Dawson Trails Metropolitan Districts Nos. 1-5

Westfield Trade Center Metropolitan Districts Nos. 1-2

c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite D1

Centennial, CO 80122

Attn: Jennifer Gruber Tanaka, Esq.

12.04 <u>Severability</u>. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement is found by final judicial decree to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

- **12.05** <u>Conflicts</u>. If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Owner or the Town Regulations, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.
- **12.06** <u>Verification</u>. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement, or by the terms of any other agreement.
- 12.07 Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action including, but not limited to, estoppel documents requested or required by lenders or the parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement, and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent, good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.
- 12.08 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.
- **12.09** <u>Days</u>. If the day for any performance or event provided for herein is a Saturday, Sunday or a day on which national banks are not open for regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S, such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

12.10 Recording. This agreement will be recorded in the Records after mutual execution by the Parties following the Effective Date.

12.11 <u>Cooperation in Defending Legal Challenges</u>. In the event of a third-party action challenging the validity of this Agreement or PDP approval, the Parties agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder, in

order that each may reasonably realize their respective benefits hereunder.

12.12 <u>Relationship Between Owner and Master Developer</u>. As of the date of execution of this Agreement, the Owner and Master Developer are the same entities. However, it is the Parties' intent that this Agreement will not create any obligation to construct Public Improvements, make certain payments as contemplated herein, or otherwise develop the Project, on individual lot owners that may become Owners of lots following the Town's approval of one or more Plats for the Property. Thus, unless expressly set forth otherwise in this Agreement, it is the Parties' intent that the obligations established herein are the obligations of the Master Developer.

12.13 Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town or to the Districts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the Districts and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

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ATTEST:		TOWN OF CASTLE ROCK		
Lisa Anderson, Town Cl	erk	Jason Gray, Mayor		
Approved as to form:	O.K.	vason Gray, Mayor		
Michael J. Hyman, Towi	n Attorney			
COUNTY OF STATE OF)) ss.			
The foregoing		nowledged before me this day of as Town Clerk and Jason Gray as Mayor for the		
Town of Castle Rock, Co				
	ial hand and seal.			
(SEAL)				
		Notary Public		

OWNER:					
DAWSON TRAILS I I a Colorado limited liab					
OWNER		_			
STATE OF)) ss.				
COUNTY OF)				
The foregoing	instrument was 20 by		before me		
•		Notary	Public		
OWNER2					
STATE OF COUNTY OF)) ss.)				
,					, as
Witness my offic	of Dawson Trails cial hand and seal. expires:		rado limited l	liability com	ıpany.
(SEAL)		Notary	Public		

DISTRICTS:

(SEAL)

DAWSON TRAILS METROPOLITAN DISTRICTS NOS. 1-5 By: _____ **STATE OF**) ss. **COUNTY OF** The foregoing instrument was acknowledged before me this day of 20 by as of Dawson Trails Metropolitan District Nos. 1-5. Witness my official hand and seal. My commission expires: _____ (SEAL)Notary Public WESTFIELD TRADE CENTER METROPOLITAN DISTRICTS NOS. 1-2 Its: **STATE OF**) ss. **COUNTY OF** The foregoing instrument was acknowledged before me this day of 20 as of Westfield Trade Center Metropolitan District Nos. 1-2. Witness my official hand and seal. My commission expires:

Notary Public