

RESOLUTION NO. R - 014 - 074

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION RESCINDING RESOLUTION NO. R-013-081 AND ADOPTING A NEW RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, EDWARD KRAEMER & SONS, INC. AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING FUNDING FOR A PORTION OF THE NORTH MEADOWS DRIVE EXTENSION TO US 85 AND I-25 PROJECT, DOUGLAS COUNTY PROJECT NO. CI 2005-024

WHEREAS, the Town of Castle Rock ("Town") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to enter into an Intergovernmental Agreement regarding funding for a portion of the North Meadows Drive Extension to US 85 and I-25 Project; and

WHEREAS, Douglas County is willing to enter into such an agreement in accordance with the terms and conditions set forth in the Intergovernmental Agreement attached hereto; and

WHEREAS, the Town and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

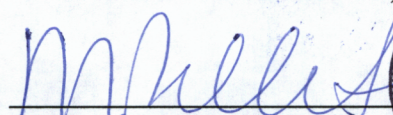
BE IT RESOLVED, by the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the Intergovernmental Agreement by and between the Town and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County; and

FURTHER RESOLVED, that Resolution No. R-013-081 is hereby rescinded.

PASSED AND ADOPTED this 8 day of July, 2014, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

By:   
ROGER A. PARTRIDGE, Chair

ATTEST:   
MELISSA PELLETIER, Clerk to the Board





**ORIGINAL**

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE TOWN OF CASTLE ROCK, EDWARD KRAEMER & SONS, INC.,**  
**AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF**  
**DOUGLAS, STATE OF COLORADO, REGARDING FUNDING FOR A PORTION OF**  
**THE NORTH MEADOWS DRIVE EXTENSION TO US 85 AND I-25 PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, (the "Town") THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, (the "County") AND EDWARD KRAEMER & SONS, INC. (the "Contractor") made this 1<sup>st</sup> day of July, 2014.

**RECITALS**

**WHEREAS**, the County and the Town had entered into an Intergovernmental Agreement Between the Town of Castle Rock and the Board of County Commissioners Regarding Funding for a Portion of the North Meadows Drive Extension to US 85 and I-25 Project dated July 30, 2013, (hereinafter referred to as "Original Agreement") and to accommodate Town financial planning now desire to rescind the Original Agreement and replace it with a new Intergovernmental Agreement ("Agreement"); and

**WHEREAS**, the Town and County desire to cooperate and share in the funding of construction of a portion of the North Meadows Drive Extension from US 85 to I-25, which will complete the easterly extension of North Meadows Drive from The Meadows development to a new interchange at US 85 and to a new interchange at I-25, collectively referred to as the "Project"; and

**WHEREAS**, the Town is responsible for obtaining all necessary approval and clearances for the design and construction of the Project and to construct the Project, in coordination with the appropriate agencies, including but not limited to the applicable utility companies, Union Pacific and Burlington & Northern railroads, Colorado Department of Transportation ("CDOT") and Federal Highways Administration ("FHWA"), including but not limited to, completing CDOT's 1601 Policy Directive process and approval of an Interstate Access Request ("IAR"); and

**WHEREAS**, the County is willing, according to the terms and conditions stated in this Agreement, to contribute a portion of the funding needed to advance the construction of a discrete segment of the Project, specifically the segment connecting US 85 to I-25, which the Town designated as "Design Package 2"; and

**WHEREAS**, the Town is responsible for all the work associated with Design Package 2. The limits of construction associated with Design Package Two (2) begin on the west end at a point 200-feet west of the existing intersection of Castlegate Drive North and Castlegate Drive West, and extends eastward such that it includes the proposed new interchange at I-25, herein referred to as the "**WORK**", and the Contractor shall construct the **WORK** pursuant to a separate Construction Manager General Contractor (CMGC)

contract, as to be amended to include the **WORK**, between the Town and the Contractor, referenced herein; and

**WHEREAS**, the Town has budgeted, appropriated and otherwise made available committed and uncommitted funds in an amount sufficient to construct the Project and its portion of the **WORK**, and which takes into consideration the County contribution for the **WORK**, as identified in this Agreement; and

**WHEREAS**, the Town anticipates construction of Design Package 2 will commence prior to or at the same time as construction of Design Package 3. Construction of Design Package 3 involves constructing a grade separation over the Union Pacific Railroad and a new interchange at US 85, which will require separate phasing, cost accounting and billing from the **WORK**; and

**WHEREAS**, the Contractor has entered into a CMGC contract with the Town entitled "Agreement For Negotiated Unit Price Development Up To A Fixed Contract Amount And Construction Services" to construct various segments of the Project, and further the Contractor understands and agrees that the funding for the **WORK** is funded, in part, jointly by the Town and the County; and

**WHEREAS**, a portion of the funding to construct the **WORK** consists of the direct payment to the Contractor by the County for an aggregate amount not to exceed Ten Million, Five Hundred Thousand Dollars and No Cents (\$10,500,000.00), which is estimated at this time to be approximately sixty percent (60%) of the actual construction costs to complete the **WORK**, hereinafter referred to as the "County Contribution"; and

**WHEREAS**, the Town is responsible for the total actual cost to complete the **WORK** less the County Contribution; and currently, the Town Contribution is estimated to be approximately forty percent (40%), which will be a higher percentage if the actual cost to complete the **WORK** is higher than what was estimated in this Agreement; and

**WHEREAS**, the Town, County and Contractor desire to agree upon the division of funding and payment that is needed to complete the construction of the **WORK**; and

**WHEREAS**, the execution of **WORK** by the Contractor is contingent upon the Town and the Contractor amending the CMGC contract to include the **WORK**; and

**WHEREAS**, this Agreement is executed under the authority of §§29-1-203, C.R.S., and Exhibits A and B.

## COVENANTS

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are mutually acknowledged, the Town, County and Contractor agree as follows:

**Section 1. Limited Purpose of County Contribution.**

The County Contribution shall be used exclusively to pay the Contractor for constructing a portion of the **WORK**, for the project limits described for Design Package 2 above, and in accordance with the final approved contract documents (plans and specifications), except by written modification of this Agreement.

**Section 2. Project Funding Provisions.**

A. The Town has estimated the cost of the **WORK** and the Town and the County are prepared to provide the funding for the **WORK**, as evidenced by an appropriate resolution approved and adopted by the Town (the "Town Resolution") and an appropriate resolution approved and adopted by the County (the "County Resolution"). The County Resolution expressly authorizes the County to enter into this Agreement and to expend the County Contribution for the **WORK**. A copy of the County's Resolution is attached as **Exhibit A**. The Town Resolution expressly authorizes the Town to enter into this Agreement and confirms the appropriation of the Town funding for the Project and the **WORK**, remaining after the County Contribution, and is attached as **Exhibit B**.

B. The Town has estimated the total construction cost to complete the **WORK** to be between \$17,500,000 and \$18,500,000 which is to be funded as follows:

1. County Contribution.

The County Contribution for its portion of the **WORK**, shall not exceed **\$10,500,000** which is currently estimated to be approximately sixty percent (60%) of the cost to complete the **WORK**.

The County Contribution shall be paid directly to the Contractor, based on the actual work completed associated with constructing Design Package 2. The Contractor shall invoice the County directly, on a monthly basis, for sixty percent (60%) of the actual **WORK** completed as approved for payment by the Town, up to the County's maximum contribution of **\$10,500,000**.

2. Town Contribution.

Total actual cost to complete the **WORK** less the County Contribution.

3. Retainage for the WORK.

The Town shall be responsible to withhold two and one-half percent (2.5%) retainage for the **WORK**. The parties agree that the retainage will be withheld by the Town, from the periodic monthly progress payments, for the actual work to construct Design Package 2, which includes the retainage percentage that would be allocated for the portion of the **WORK** to be paid by the County. The Contractor



agrees to this retainage methodology and shall seek recourse and enforcement of the retainage and any release thereof solely with the Town, and waives any contractual rights it may have with respect to any claims against the County with respect to the retainage for the **WORK**.

C. The maximum aggregate amount payable by the County to complete the **WORK** under this Agreement is **\$10,500,000**. Therefore, the Town is responsible for any costs required to complete the **WORK** in excess of the County Contribution.

D. Both the Town and the County have appropriated and encumbered funds in fiscal year **2014** to meet their respective obligations under this Agreement, and the Town shall complete the entire Project and the **WORK** in a timely and diligent manner.

### **Section 3. Term.**

This Agreement shall be effective upon approval of the Agreement by the parties. The term of this Agreement shall continue through the completion and final acceptance of the Project by the Colorado Department of Transportation, FHWA, and the Town. Provided however, if the Town has not commenced construction of the **WORK** by **December 31, 2014**, this Agreement shall terminate and the County shall have no further obligation thereafter, unless extended by written amendment to this Agreement.

### **Section 4. Payment Provisions.**

On a monthly basis, after commencement of the **WORK**, the Contractor shall submit a monthly progress payment request to the Town for the **WORK** which the Town is responsible to verify and approve. Upon approval of the progress payment request by the Town, the Contractor will prepare and submit two separate monthly invoices for Construction Package 2. One invoice shall be submitted to the Town (the "Town Invoice") and one invoice shall be submitted to the County (the "County Invoice").

The Contractor shall enclose with each invoice, a copy of the Town-approved monthly progress payment request, which contains detailed information regarding the construction completed and costs incurred during that progress payment as well as depict the accumulative amount of **WORK** completed through the end of each progress payment application.

The Contractor's monthly progress payment request shall track the unit prices, actual quantities and expenditures completed for the **WORK** for which payment is requested. Both the County Invoice and the Town Invoice shall be prepared in accordance with the Town's standard policies and procedures. The Contractor's monthly progress payment request shall be reconciled to the amounts reflected in the monthly invoices to the Town and County as discussed below.

Each County Invoice associated with the **WORK** shall be calculated at sixty percent (60%) of the amount of the Town-approved Contractor's monthly progress payment

request for only those elements related to Design Package 2, excluding any portion of the work that has been previously invoiced to the County. The County shall remit payment to the Contractor for the monthly invoices within thirty (30) days of receipt of each invoice, subject to the limits on the County Contribution contained in Section 2 for the **WORK**.

Each Town Invoice associated with the **WORK** shall be calculated at forty percent (40%) of the amount of the Town-approved Contractor's monthly progress payment application for only those elements related to Design Package 2, excluding any portion of the work that has been previously invoiced to the Town. The Town shall remit payment to the Contractor, less retainage as addressed in Section 2.B.3. for the monthly invoices within thirty (30) days of receipt of each invoice, subject to the terms for the Town Contribution contained in Section 2 for the **WORK**.

**Section 5. Town Commitment Regarding the Project and the Work.**

The Town is responsible to construct the entire Project, which includes several construction packages in order to extend North Meadows Drive from the Meadows development to connect with a proposed interchange at US 85 and extends east to include the proposed interchange at I-25. The Town is responsible to manage and complete the Project, which includes construction of Design Package 2, in accordance with the final approved construction contract documents (plans and specifications), associated with the **WORK**.

The Town's project management and administration responsibilities shall include but are not limited to the following: preparing the final contract documents (plans and specifications), project inspection, material testing, approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and include meeting the Quality Control requirements in accordance the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist, when applicable.

**Section 6. Right-of-Way.**

Town is responsible for obtaining all the necessary right-of-way and easements to construct the Project and the **WORK**. Prior to commencement of the **WORK**, the Town shall confirm to the County in writing that all necessary right-of-way and easement acquisition clearances, pertaining to the **WORK**, have been obtained from CDOT.

No portion of the County Contribution shall be applied to reimburse the Town for property acquisition for the Project, without written modification to this Agreement.

**Section 7. Utilities.**

The Town is responsible for obtaining the proper clearance or approval from any utility company, which may become involved in order to complete the Project and **WORK**. Prior to commencement of the **WORK**, the Town shall confirm in writing to CDOT that all

such clearances have been obtained from the appropriate utility companies; and a copy of said clearances shall be provided to the County.

**Section 8. Environmental Obligations.**

The Town shall complete the Project and perform the **WORK** in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable, and in accordance with all other applicable permits required to construct the Project and in accordance with other requirements identified in the construction documents (plans and specifications).

**Section 9. Maintenance Obligations.**

The County has no maintenance obligations for any of the elements constructed as part of the Project or associated with the **WORK** (construction of Design Package 2). The Town shall be responsible to maintain and operate the improvements constructed under this Agreement at its own cost and expense during their useful life, unless the Town and CDOT have executed a separate agreement that identifies CDOT responsibilities.

**Section 10. Record Keeping.**

The Town shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this Agreement. The Town shall maintain such records for a period of seven (7) years after the date of termination of this Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Town shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the County to inspect the project and to inspect, review and audit the project records.

**Section 11. Order of Precedence.**

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts and inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Agreement
2. Exhibit A (County Resolution)
3. Exhibit B (Town Resolution)
4. CMGC contract, as to be amended to include the **WORK**, between the Town and the Contractor (referenced herein)

**Section 12. Termination for Convenience.**

The Town may terminate this Agreement at any time prior to commencement of the **WORK**. The Town shall effect such termination by giving written notice of termination to the County and specifying the effective date thereof, at least thirty (30) days before the



effective date of such termination. Thereafter, the Town, County and Contractor shall have no further obligation hereunder.

**Section 13. Default and Remedies.**

In the event that either the Town or County 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 and equitable remedies. Default and remedies of the Town and Contractor concerning the **WORK shall be governed by the CMGC contract**, as amended.

**Section 14. Legal Authority.**

Each party represents to the other that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the parties to its terms. The person(s) executing this Agreement on behalf of the parties represent that such person(s) has full authorization to execute this Agreement.

**Section 15. Notice.**

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficient 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 below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

- If to Town: Director of Public Works  
Town of Castle Rock  
4175 North Castleton Court  
Castle Rock, CO 80109
- With a copy to: Town Attorney  
Town of Castle Rock  
100 North Wilcox Street  
Castle Rock, CO 80104
- If to County: Public Works Engineering Director  
Department of Public Works Engineering  
100 Third Street, Suite 220  
Castle Rock, CO 80104
- With a copy to: County Attorney  
Douglas County / Attorney's Office  
100 Third Street  
Castle Rock, CO 80104

If to Contractor: Edward Kraemer & Sons, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to both the County and Town.

**Section 16. Annual Appropriations.**

This Agreement does not create a multiple fiscal-year obligation of the County under Article X, Section 20 of the Colorado Constitution nor does it create indebtedness of the County within the meaning of any constitutional or statutory limitation or provision. The obligations of the County under this Agreement shall be from year to year and the decision to annually continue with payments of the County Contribution in the succeeding fiscal year is entirely at the discretion of the County.

**Section 17. Third Party Beneficiaries.**

It is expressly understood and agreed that 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 Town, County and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Town and the County that any such person or entity, other than the Town, County and the Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

**Section 18. Governmental Immunity.**

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Town or County, their departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

**Section 19. Severability.**

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**Section 20. Waiver.**

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

**Section 21. Entire Understanding.**

This Agreement is intended as the complete integration of all understandings between the parties, (with the exception of the CMGC contract, as to be amended to include the **WORK**, between the Town and the Contractor). No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the same formalities as this Agreement.

**Section 22. Survival of Agreement Terms.**

Notwithstanding anything herein to the contrary, the Town, County and Contractor understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by any party as provided herein in the event of such failure to perform or comply by any party.

**Section 23. Modification and Amendment.**

This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by the Town, the County and the Contractor, in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

**Section 24. Rescission of Original Intergovernmental Agreement**

The Original Agreement between the Town and the County is hereby rescinded, upon the approval and execution of this Agreement by the Town, the County and the Contractor, and this Agreement shall control all matters related to the **WORK** in lieu of the Original Agreement,.

**Section 24 Limited Purpose**

The CMGC contract between Town and Contractor is amended only to the extent necessary to accommodate the direct payments by County to Contractor in lieu of payment by Town as expressly stated herein.



# TOWN OF CASTLE ROCK

Paul Donahue

Paul Donahue, Mayor

APPROVED AS TO CONTENT:

Robert J. Slentz

Robert J. Slentz, Town Attorney

ATTEST:

Sally A. Misare

Sally A. Misare, Town Clerk

# DOUGLAS COUNTY:

## DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

Roger A. Partridge

Roger A. Partridge, Chair

(Place corporate seal here, if available)

APPROVED AS TO FISCAL CONTENT:

Andrew Copland

Andrew Copland, County Director of Finance

ATTEST:

Melissa Pelletier

Melissa Pelletier, Clerk of the Board



APPROVED AS TO CONTENT:

Douglas J. Debord

Douglas J. Debord, County Manager

APPROVED AS TO LEGAL FORM:

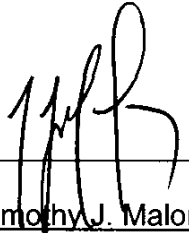
Nick Pijoan

Nick Pijoan, Sr. Assistant County Attorney

Contractor Name:

Corporate seal:

**EDWARD KRAEMER & SON,INC.**

Signed By: 

Dated: 07/01/14

Print Name: Timothy J. Maloney

Print Title: Vice President

Attest By: 

Dated: 07/01/14

Print Name: Eric Baumgardt

Print Title: Asst. Secretary

**Signature of Notary Public Required:**

STATE OF Colorado \_\_\_\_\_ )

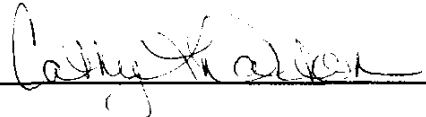
ss)

COUNTY OF Douglas \_\_\_\_\_ )

**The foregoing instrument was acknowledged before me this**

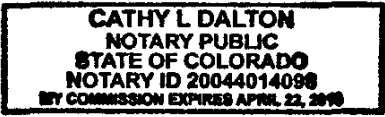
01 day of July, 2014, by Timothy J. Maloney.

Witness my hand and official seal



Notary Public

My commission expires: 4.22.14



**EXHIBIT B**

**RESOLUTION NO. 2014-53**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, EDWARD KRAEMER & SONS, INC., AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO REGARDING FUNDING FOR A PORTION OF THE NORTH MEADOWS DRIVE EXTENSION TO US 85 AND I-25 PROJECT**

**WHEREAS**, the Town and the Douglas County Board of County Commissioners (County) entered into an Intergovernmental Agreement dated July 30, 2013 which established the County's funding obligation toward a portion of the North Meadows Drive Extension Project (Funding Agreement),

**WHEREAS**, the Town and County desire to terminate the Funding Agreement and enter into a new Intergovernmental Agreement (IGA) which provides for the same level of County funding and the disbursement of such funds directly to the Town's construction contractor, Edward Kramer & Sons, Inc. (EKS),

**WHEREAS**, EKS has agreed to the terms and conditions set forth in the IGA,

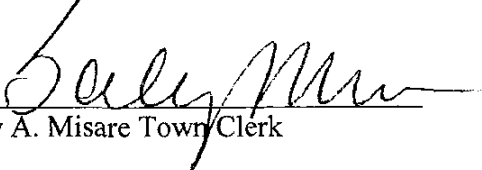
**WHEREAS**, the amount that the County will contribute to the North Meadows Drive Extension Project has not fundamentally changed with the new IGA.

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

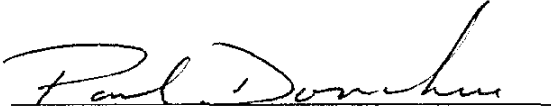
**Section 1. Approval.** *The Intergovernmental Agreement between the Town of Castle Rock, Edward Kraemer & Sons, Inc., and The Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Funding for a Portion of The North Meadows Drive Extension to US 85 and I-25 Project, in the form attached as **Exhibit 1** is hereby approved. The Mayor and other proper Town officials are authorized to execute the IGA by and on behalf of the Town of Castle Rock, Colorado.*

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of July, 2014, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 6 for and 1 against.

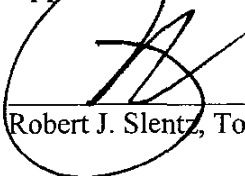
**ATTEST:**

  
Sally A. Misare Town Clerk

**TOWN OF CASTLE ROCK**

  
Paul Donahue, Mayor

**Approved as to form:**

  
Robert J. Slentz, Town Attorney

**Approved as to content:**

  
Robert Goebel, Director of Public Works