

**RESOLUTION NO. 25-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF CASTLE PINES AND AYRES ASSOCIATES INC FOR THE  
ECONOMIC DEVELOPMENT STRATEGIC PLAN**

**WHEREAS**, the City of Castle Pines, Colorado (the "City") is authorized to enter into contracts for the performance of general municipal governance and services; and

**WHEREAS**, the City issued a Request for Proposals (RFP) in July 2025 for professional services related to the development of an Economic Development Strategic Plan for the City (the "Services"); and

**WHEREAS**, the City Council, after consideration of the proposals submitted and the recommendations of City staff, finds it in the best interests of the City to award the Services to Ayres Associates Inc, a Wisconsin corporation (the "Contractor"); and

**WHEREAS**, the City desires to enter into a professional services agreement with the Contractor to complete the Services (the "PSA"); and

**WHEREAS**, the City Council desires to approve the PSA and further desires to authorize the City Manager to execute the PSA on behalf of the City once in final form.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the PSA with the Contractor in substantially the same form as attached hereto and incorporated herein as **Exhibit A**; (b) authorizes the City Attorney, in consultation with the City Manager, to make or negotiate such changes as may be needed to the PSA so long as any changes do not substantially increase the obligations of the City; and (c) authorizes the City Manager to execute the PSA on behalf of the City when in final form.

**Section 2.** If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

*[Signature page follows]*

**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 5 IN FAVOR, 1 AGAINST AND 1 ABSENT ON THIS 14<sup>TH</sup> DAY OF OCTOBER, 2025.**



**ATTEST:**

*Tobi Duffey*

Tobi Duffey, MMC, City Clerk

*Tracy Engerman*

Tracy Engerman (Nov 11, 2025 23:18:37 MST)

Tracy Engerman, Mayor

**APPROVED AS TO FORM:**

*Linda Michow*

Linda Michow (Oct 28, 2025 13:59:27 MDT)

Linda C. Michow, City Attorney

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE**  
**PINES AND AYRES ASSOCIATES INC FOR THE ECONOMIC DEVELOPMENT**  
**STRATEGIC PLAN**

**City of Castle Pines, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Economic Development Strategic Plan**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of Castle Pines, a home rule municipality of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the "City"), and Ayres Associates Inc, a Wisconsin corporation with offices at 3433 Oakwood Hills Pkwy, Eau Claire, WI 54701 ("Contractor") (each individually a "Party" and collectively the "Parties").

**RECITALS**

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services" or "Scope of Services"). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement may be deemed a breach of this Agreement.

## **II. TERM AND TERMINATION**

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until June 30, 2026, or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event the City exercises its right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished materials, documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such materials, documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services performed and reimbursable expenses incurred prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance, state a reasonable time to cure the non-performance, and set a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. If the notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed in accordance with this Agreement prior to the date of suspension. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice required or permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement, or such other address as either Party may notify the other of, and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or the City Manager's designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Michael Scholl, Economic Development & Redevelopment Lead ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform the Services with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the City reserves the right to monitor and evaluate the progress and performance of the Contractor to ensure the terms of this Agreement are being

satisfactorily met in accordance with the City's criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

#### IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Sixty-Nine Thousand Five Hundred Ten Dollars and No Cents (\$69,510.00)** ("Not-to-Exceed Amount") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- ☐ If this box is checked, the City shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City's acceptance of all work or Services as set forth in **Exhibit A**.
- ☒ If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment upon completion of Economic Development Strategic Plan.

B. Invoicing. The City shall make payments to Contractor in accordance with subsection A of this Section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the City no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City's interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may

be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- ☐ None
- ☒ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☒ Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)
- ☒ Data access fees

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor, shall not be billed or invoiced to the City, and shall not be paid by the City.

E. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall require and confirm that the requirements of Section VII (Insurance) and Section VIII (Indemnification) of this Agreement are included in any such subcontract. Contractor shall be responsible and liable to the City for indemnification of the City on behalf of a subcontractor if Contractor fails to confirm that the requirements of Section VIII are included in any subcontract between Contractor and a subcontractor related to this Agreement.



## **VI. INDEPENDENT CONTRACTOR**

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes and shall not be considered employees or agents of the City. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, ordinances, and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits, or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee

Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
  - ☒ Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
  - ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
  - ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate

Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- ☐ Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the City.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance and all endorsements required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in

whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. RESERVED**

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the City may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XI. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* ("CORA"). As such, this Agreement may be subject to public disclosure under CORA.

Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the CORA to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

## **XII. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the City:**

**If to Contractor:**

City of Castle Pines Attn: City Manager 7437 Village Square Drive, Suite 200 Castle Pines, CO 80108	Ayres Associates Inc Attn: Michael Scholl 3433 Oakwood Hills Pkwy Eau Claire, WI 54701
With Copy to: Castle Pines City Attorney Michow Guckenberger & McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity

Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the City terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the City. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys’ Fees. If the Contractor breaches this Agreement, then it shall pay the City’s reasonable costs and attorney’s fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys’ Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term or provisions in any exhibit attached or incorporated into this Agreement, the terms and provisions in this Agreement shall supersede and control over the terms and provisions in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Castle Pines and the Contractor and to bind their respective entities.

U. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the City’s full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*



**THIS AGREEMENT is executed and made effective as provided herein.**

**CITY OF CASTLE PINES, COLORADO:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Linda Michow, City Attorney

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Title:** \_\_\_\_\_

Date of execution: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (printed name) as \_\_\_\_\_ (title) of Ayres Associates Inc, a Wisconsin corporation.

My commission expires: \_\_\_\_\_

(S E A L)

**Notary Public**  
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

**EXHIBIT A**  
**SCOPE OF SERVICES**

# Proposal Narrative

## Understanding of Goals and Alignment with Scope of Work

Castle Pines has articulated a clear vision for responsible growth, economic resilience, and community vibrancy. Our approach is designed to directly support the City's strategic objectives and answer the three guiding questions outlined in the RFP:

What is Castle Pines current standing?

How does Castle Pines progress to its next stage?

What are the recommended short-, medium-, and long-term strategies?

We will deliver an Economic Development Strategic Plan that integrates economic analysis, stakeholder engagement, and strategic implementation tools. Our approach and methodology align with the City's goals and proposed scope of work. We have outlined our work plan below.

### Task 1 – Project Kickoff

#### Task 1a – Review of Existing City Plans and Documents

This task will begin with a comprehensive review and understanding of the City's existing economic development framework, including current initiatives, tools, and policies. Particular attention will be given to the role of the Castle Pines Urban Renewal Authority, strategies for attracting and retaining various business segments, and recent planning efforts such as the 2020 Economic Action Plan and the 2021 Comprehensive Plan. This foundational analysis will see that the strategic plan builds upon existing momentum, aligns with adopted policies, and identifies opportunities to enhance or refine current approaches to economic development.

#### Task 1b – Stakeholder Kickoff Meeting

This task will convene key stakeholders for a strategic kickoff meeting, including (subject to availability) representatives from the Metro Denver Economic Development Corporation (MDEDC), the Colorado Office of Economic Development and International Trade (OEDIT), and other regional partners. During this session, we will present our initial observations and insights from Task 1a, including a preliminary economic snapshot of Castle Pines. This early analysis will help frame the discussion around the City's current economic position and emerging opportunities.

In addition to sharing findings, we will use this meeting to collaboratively review the proposed community engagement strategy, confirm communication protocols, and align expectations for project milestones and deliverables. Most importantly, this session will serve as an opportunity to introduce our team, begin building strong working relationships, and gain a deeper understanding of the City's priorities, values, and vision for economic development.

#### Task 1c – Community Engagement Plan

Running concurrently with Tasks 1a and 1b, our team will develop a comprehensive Community Engagement Plan that outlines the schedule, methods, and goals for public outreach throughout the project. This plan will be tailored to reflect the unique character of Castle Pines and will be designed to provide meaningful participation from residents, business owners, and other key stakeholders.

We typically collaborate with our clients to identify existing community events or gatherings where we can engage directly with the public in informal, approachable settings. In past projects, this has included setting up a booth at high school football games, Saturday mornings at recreation centers, or during signature community events. These venues allow us to meet people where they are, creating opportunities for authentic dialogue and feedback. We will work closely with City staff to identify similar opportunities that resonate with Castle Pines residents.

In addition to event-based outreach, we propose hosting a community open house. If possible, we prefer to hold these sessions at a local business or a familiar community venue. We've found that residents are more likely to attend and engage when the setting is comfortable and accessible. This open house will serve as a key touchpoint for sharing preliminary findings, gathering input, and building community awareness around the strategic planning process.

As part of our outreach strategy, we will deploy a community survey using ArcGIS Survey123, a flexible and mobile-friendly platform that allows for real-time data collection and analysis. To maximize participation, we will generate a QR code linked to the survey and collaborate with the City to develop supporting digital collateral for distribution via social media, the City's website, and other communication channels.

We also recommend exploring opportunities to include survey information in existing City communications, such as newsletters, utility bill inserts, or other regular mailings, to see that broad visibility. In communities where digital outreach may

not reach all residents, we've successfully used postcard mailers sent directly to every household, featuring a brief project overview and a link to the survey. If Castle Pines is interested in this approach, we can provide a detailed cost estimate and include it as a separate line item in the fee schedule.

This multi-channel strategy is designed to see that residents from all neighborhoods and demographics have an opportunity to participate meaningfully in shaping the City's economic future.

As part of our engagement strategy, we will conduct one-on-one interviews with key stakeholders, including local business leaders, elected officials, and other influential voices within the community. These conversations will provide valuable qualitative insights into the economic landscape of Castle Pines, helping us understand both the opportunities and challenges from those with firsthand experience.

In addition to individual interviews, we anticipate the need to schedule dedicated time with both the Planning Commission and City Council. These sessions will serve multiple purposes: to introduce the project team, align on expectations, gather early input, and see that the strategic plan reflects the priorities of the City's leadership. These touchpoints will also help build consensus and momentum for the plan's eventual adoption and implementation.

By engaging stakeholders early and meaningfully, we aim to foster a sense of shared ownership in the planning process and see that the final strategy is both grounded in local knowledge and positioned for long-term success.

### Task 1: Deliverables

**Community Kickoff Meeting & Summary Memorandum:** An in-person kickoff meeting with City staff and key stakeholders to introduce the project team, review goals and expectations, and discuss initial findings from Task 1a. A written summary memorandum will document key takeaways, discussion points, and next steps.

**Detailed Project Schedule:** A milestone-based project schedule outlining all major tasks, deliverables, and engagement activities. The schedule will include timelines for internal reviews, public outreach, and presentations to the Planning Commission and City Council.

**Community Engagement Plan & Draft Survey Instrument:** A tailored engagement plan that outlines outreach strategies, stakeholder touchpoints, and communication protocols. This will include a draft of the community survey (developed using ArcGIS Survey123), along with proposed distribution methods and collateral concepts for City review.

## Task 2: Citywide Economic Analysis

Our approach to this task will be grounded in practical realities, informed by robust data, and responsive to the evolving dynamics of today's economic development landscape. We will deliver Castle Pines a candid, localized, and actionable assessment of its current economic conditions, highlighting real opportunities for business recruitment, retail expansion, service sector growth, and mixed-use development.

Rather than relying on generic models, our analysis will be tailored to the City's unique context, including its constrained commercial environment, land use patterns, and regional positioning. This scope outlines the detailed methodology we will apply to uncover strategic opportunities, identify barriers, and recommend targeted interventions that align with Castle Pines' vision for long-term economic vitality.

### Task 2a – Economic Market Analysis and Opportunities

To inform the development of a targeted and actionable Economic Development Strategic Plan, our team will conduct a comprehensive Economic Market Analysis of Castle Pines and its relationship to the broader Douglas and Arapahoe County areas. This analysis will provide a clear, data-informed understanding of the City's current economic position and identify strategic opportunities for future growth.

Our methodology will integrate both quantitative and qualitative data, leveraging industry-standard tools such as CoStar for real estate and retail market analytics, and Claritas for demographic, consumer behavior, and market segmentation insights. These platforms will allow us to assess Castle Pines' economic performance with precision and benchmark it against regional trends.

#### Key Components of the Analysis

##### Regional Economic Positioning

We will evaluate Castle Pines' role within the Denver metro economy, identifying its competitive advantages, economic interdependencies, and areas of opportunity. This includes analyzing employment trends, business activity, and investment flows across Douglas and Arapahoe counties.

##### Sector and Cluster Identification

Using Claritas data and regional economic indicators, we will identify current and emerging business sectors and industry clusters that align with Castle Pines' assets, land use patterns, and community character. This will include sectors with potential for sustainable and scalable growth, such as professional services, boutique retail, health and wellness, and experiential hospitality.

##### Retail Competitiveness Assessment

Leveraging CoStar analytics, we will assess the performance of Castle Pines' existing retail centers. This includes evaluating lease rates, rent structures, tenant mix, product quality, and overall market competitiveness. We will compare these metrics to regional benchmarks to identify gaps, repositioning opportunities, and strategies to enhance retail vitality.

#### Market Dynamics and Development Potential

We will explore opportunities for service-oriented and mixed-use development, considering land availability, zoning constraints, infrastructure capacity, and demographic trends. This includes identifying catalytic sites and adaptive reuse opportunities that can stimulate economic activity while preserving the City's distinct character.

The Economic Market Analysis will culminate in a set of findings that clearly articulate Castle Pines' current economic conditions and outline strategic opportunities for short-, medium-, and long-term growth. These insights will directly inform the Economic Development Action Plan and serve as a decision-making tool for City leadership, staff, and stakeholders.

#### Task 2b - Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

As a critical component of the Economic Market Analysis, our team will conduct a comprehensive SWOT analysis to evaluate the internal and external factors shaping Castle Pines' economic development potential. This analysis will not only inform strategic direction but also serve as a bridge between data-driven insights and community-informed priorities.

Our approach to the SWOT analysis will be grounded in three key pillars: quantitative data, market context, and real-world insight, ensuring that our findings are both analytically sound and practically relevant.

##### Internal Factors: Strengths and Weaknesses

We will assess Castle Pines' internal conditions using a combination of Claritas demographic data, CoStar market analytics, and on-the-ground observations. This will include:

- **Transportation Access:** Evaluating the dual role of I-25 as both a regional connector and a physical divider between the City's two commercial areas.
- **Housing Supply and Demographics:** Analyzing current and projected household growth, income levels, and lifestyle segmentation (via Claritas PRIZM) to understand consumer behavior and workforce characteristics.
- **Retail and Commercial Inventory:** Using CoStar data and field verification to assess the quality, mix, and performance of existing retail and service offerings.
- **Land Use and Zoning:** Reviewing development regulations and site readiness to identify constraints or enablers for commercial growth.
- **Local Capacity:** Understanding the City's ability to support new development through infrastructure, utilities, and municipal services.

##### External Factors: Opportunities and Threats

We will evaluate external influences that could impact Castle Pines' economic trajectory, including:

**Regional Competition:** Benchmarking Castle Pines against nearby markets such as Castle Rock, Lone Tree, and Parker to understand its relative positioning and identify areas of differentiation.

**Retail and Tenant Trends:** Monitoring national and regional shifts in tenant demand, including the rise of smaller-format, convenience-driven retail, and the blending of service, office, and experiential uses.

**Evolving Consumer Expectations:** Assessing how design quality, brand alignment, and place identity influence customer attraction and retention in a competitive suburban environment.

**Economic Volatility and E-Commerce:** Considering the impacts of macroeconomic trends, online retail, and last-mile logistics on traditional brick-and-mortar formats.

##### Stakeholder Insight and Ground Truthing

To complement our data analysis, we will conduct targeted interviews with local business owners, developers, brokers, and community leaders through our community engagement strategy. These conversations will help validate findings, uncover nuanced challenges, and surface opportunities that may not be visible through data alone.

We will also conduct a field visit to document the built environment, site aesthetics, accessibility, and customer experience across Castle Pines' commercial areas. This "ground truthing" sees that our SWOT analysis reflects the lived reality of the community and not just abstract metrics.

#### Task 2: Deliverables

**Citywide Market Analysis:** A comprehensive, data-informed analysis of Castle Pines' current economic conditions and its relationship to the broader Douglas and Arapahoe County region. This will include: Demographic and income trends using Claritas data.

Retail and commercial real estate performance using CoStar analytics.

Trade area definition and demand forecasting

Retail leakage and surplus analysis.

Sector-specific opportunity identification across retail, hospitality, services, and mixed-use development.

**SWOT Analysis:** A detailed SWOT assessment that synthesizes internal and external factors influencing economic development. This will include: Transportation access and I-25 connectivity.

Housing supply and workforce readiness.

Land use and zoning constraints.

Regional competition and market positioning.

Stakeholder insights gathered through interviews and fieldwork.

**Presentations to City Council and Planning Commission:** We will deliver clear, engaging presentations of our findings to both the Planning Commission and City Council. These sessions will: Summarize key takeaways from the market and SWOT analyses. Provide a platform for feedback and discussion.

Help align leadership around emerging priorities and opportunities.

**Community Engagement Summary:** A summary of community input gathered during this phase, including: Survey results (via ESRI Survey123).

Key themes from stakeholder interviews.

Feedback from public outreach events or open houses This deliverable will see that the voices of residents, business owners, and community leaders are reflected in the analysis and will inform the next phase of strategy development.

### Task 3: Economic Development Action Plan

We seek to answer the question, how do we get there? Building on the findings from the Economic Market Analysis (Task 2), our team will develop a forward-looking, data-informed, and community-aligned Economic Development Action Plan that provides Castle Pines with a clear roadmap for achieving its economic goals. This plan will translate insights into strategies, and strategies into implementable actions, seeing that the City is equipped to foster sustainable growth, attract targeted investment, and enhance its unique identity.

Our approach will be rooted in the City's vision for intentional and responsible development and will reflect the realities of Castle Pines' constrained commercial environment, evolving demographics, and regional positioning.

#### Key Elements of the Action Plan

##### Strategic Economic Development Activities and Programs

We will outline a suite of recommended initiatives to support business attraction, retention, and expansion. These will be aligned with the City's Comprehensive Plan, stakeholder input, and market realities, ranging from small business support programs to targeted infrastructure investments.

##### Future Development Targets and Sector Recruitment

Using demand forecasts and sector targeting from Task 2, we will identify specific business types and industry clusters that are both feasible and desirable for Castle Pines. This includes recommendations for retail, hospitality, personal services, and mixed-use development that align with the City's land use and branding goals.

##### Commercial Branding and Positioning Strategy

In collaboration with Arnett Muldrow, we will develop a commercial brand narrative that reflects Castle Pines' values and market position. This brand will help unify the City's two commercial areas and serve as a foundation for marketing, recruitment, and placemaking efforts.

##### Business Retention and Expansion (BRE) Program Framework

We will provide a draft BRE program tailored to Castle Pines' scale and business mix. This will include outreach strategies, performance metrics, and policy recommendations to support existing businesses and encourage reinvestment.

##### Catalytic and Infill Development Opportunities

The plan will identify key sites for adaptive reuse, infill, and redevelopment, particularly those that can serve as economic catalysts or enhance walkability and community character. We will also address barriers to reinvestment and propose strategies to overcome them.

##### Economic Development Toolbox and Incentive Strategy

We will develop a comprehensive toolbox of policy and financial incentives, including model templates for public-private partnerships, façade improvement programs, and tax increment financing (TIF) use cases. These tools will be designed to support targeted development and align with regional partners such as DCEDC, MDED, and OEDIT.

##### Draft Economic Development Incentive Program

A structured incentive program will be proposed, including benchmarking criteria, application templates, internal review processes, and performance tracking mechanisms. This will provide transparency, accountability, and alignment with community goals.

### Task 3: Deliverables



**Economic Development Action Plan:** Outlined clear goals, strategies, and implementation steps.  
Sector-specific development targets and recruitment priorities.  
Commercial brand narrative and positioning strategy.  
Draft BRE program and outreach framework.  
Incentive toolbox and draft program materials.  
Presentation-ready graphics and summary materials for City Council and Planning Commission.

# Engagement Plan

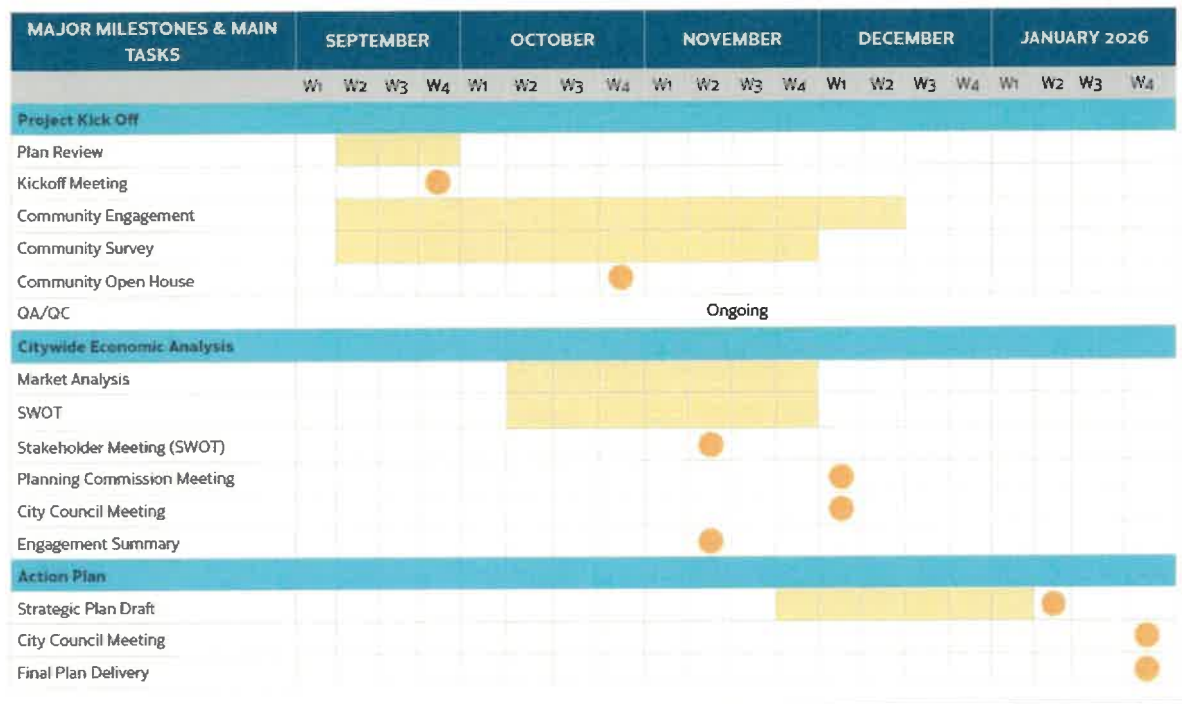
## Community Engagement Plan Summary

Authentic engagement is central to our approach. Our goal is to see that the Economic Development Strategic Plan reflects the voices, values, and lived experiences of Castle Pines residents, business owners, and stakeholders. To achieve this, our engagement strategy will be designed to foster meaningful dialogue, build trust, and generate actionable insights. We will work closely with the City to identify key stakeholder groups, including elected officials, business leaders, developers, regional partners (such as MDEDC and OEDIT), and community organizations. Together, we will develop a tailored outreach plan that ensures broad and wide-ranging participation across demographics, neighborhoods, and interest groups. ff Our engagement methods will include:

- **One-on-One Stakeholder Interviews:** Targeted conversations with business owners, developers, brokers, and civic leaders to gather nuanced perspectives on economic opportunities and challenges.
- **Community Survey (ArcGIS Survey123):** A mobile-friendly survey distributed via QR code, social media, newsletters, utility bill inserts, and – if desired – a citywide postcard mailer. This tool will collect input on priorities, perceptions, and aspirations for Castle Pines' economic future.
- **Pop-Up Engagement at Community Events:** We will collaborate with the City to identify existing events – such as school functions, recreation center activities, or seasonal festivals – where we can set up a booth and engage residents in informal, approachable settings.
- **Community Open House:** A public event hosted at a local business or familiar venue to present preliminary findings, gather feedback, and foster dialogue in a comfortable environment.
- **Presentations to City Council and Planning Commission:** Formal briefings to share progress, gather input, and provide alignment with leadership throughout the planning process.
- **Ongoing Coordination with City Staff:** Regular check-ins to refine outreach strategies, share engagement results, and adapt methods as needed to maximize participation and impact.

This multi-channel approach is designed to meet people where they are, whether online, at community events, or in formal settings and see that the final plan is shaped by a truly representative cross-section of Castle Pines.

# Project Schedule





# Fee Schedule

The proposed fee is structured as a not-to-exceed amount, ensuring cost predictability for the City. Anticipated reimbursable expenses include:

Airfare and lodging for Arnett Muldrow & Associates team members.

Mileage reimbursement for travel related to in-person meetings and site visits.

Data access fees, including subscriptions to CoStar and Claritas for market and demographic analysis,

Any expenses will be itemized and billed at cost with no markup and can be adjusted based on final scope and travel needs.

## Castle Pines Fee Schedule

TASK	Mike Scholl Project Manager Economic Development Hourly Rate \$195	Josh Olhava Planning and Engagement \$185	Karlyn Vasan Economic Development \$145	Nathan Randal Planner \$115	Lindsey Wilson Planner \$105	Muldrow Economic Development \$225	Expenses	Total Fees
<b>Task 1 - Team Kickoff and Preliminary DDA Education Session</b>								
Task 1a - Plan Review	12	5	12	0	0	12	\$0.00	42
Task 1b - Kick off Meeting	12	5	12	0	0	12	\$1,500.00	42
Task 1c - Community Engagement Plan	4	5	12	4	4	4	\$0.00	34
Total Hours	28	15	36	4	4	28		115
Fee	\$5,460	\$3,330	\$5,220	\$460	\$420	\$6,300	\$1,500	\$22,690.00
<b>Task 2 - Citywide Economic Analysis</b>								
Task 2a - Economic Market Analysis and Opportunities	24	0	24	12	12	24	\$500	96
Task 2b - SWOT Analysis	24	4	24	4	4	5	\$100	89
Total Hours	48	4	48	16	16	32		164
Fee	\$3,360	\$740	\$6,960	\$1,840	\$1,680	\$7,220	\$600	\$23,360.00
<b>Task 3 - Economic Development Action Plan</b>								
Task 3 - Action Plan	24	4	24	12	12	24	\$1,500	100
Total Hours	24	4	24	12	12	24		100
Fee	\$4,680	\$740	\$3,480	\$1,380	\$1,260	\$5,400	\$1,500	\$18,440.00
Total Hours	100	26	108	32	32	84		382
Fee	\$15,500	\$4,810	\$15,660	\$3,680	\$3,360	\$18,900	\$3,600	\$69,510.00