

## RESOLUTION NO. 26-10

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN AGREEMENT FOR SERVICE BETWEEN THE CITY OF CASTLE PINES AND CORE ELECTRIC COOPERATIVE FOR THE INSTALLATION OF STREET LIGHTS AT THE MONARCH BOULEVARD AND BUFFALO TRAIL ROUNDABOUT

**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**, by Ordinance No. 09-04, the City granted a franchise to the CORE Electric Cooperative (formerly Intermountain Rural Electric Association) to construct, purchase, acquire, locate, maintain, and operate certain plants, works, systems and facilities for the generation and distribution of electrical energy within the City (the “Franchise Agreement”); and

**WHEREAS**, pursuant to the Franchise Agreement, the City requires the CORE Electric Cooperative to complete the installation of streetlights at the new roundabout located at the intersection of Monarch Boulevard and Buffalo Trail and at adjacent Americans with Disabilities Act (ADA) ramp locations (the “Work”); and

**WHEREAS**, the City desires to enter into an agreement for service, in substantially the same form attached hereto and incorporated herein as **Exhibit A**, for CORE Electric Cooperative to complete the Work (the “Agreement”); and

**WHEREAS**, the City Council desires to approve the Agreement and further desires to authorize the City Manager to execute the Agreement once in final form.

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

**Section 1.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

**Section 2.** The City Council hereby: (a) approves the Agreement in substantially the same form attached hereto and incorporated herein as **Exhibit A**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the Agreement as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the Agreement on behalf of the City when the Agreement is in its final form.

**Section 3.** 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 4.** This Resolution shall take effect upon its approval by the City Council.

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST, 1 ABSENT THIS 10<sup>th</sup> DAY OF FEBRUARY, 2026.**



**ATTEST:**

*Tobi Duffey*

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

*Tracy Engerman*

\_\_\_\_\_  
Tracy Engerman (Mar 11, 2026 10:58:15 MDT)

\_\_\_\_\_  
Tracy Engerman, Mayor

**APPROVED AS TO FORM:**

*Linda Michow*

\_\_\_\_\_  
Linda Michow (Feb 11, 2026 15:42:41 MST)

\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT A**  
Agreement for Service with CORE Electric Cooperative

Dear Recipient:

Thank you for your request to extend, relocate, or upgrade service. Enclosed please find the Agreement for Service ("Agreement") that is being issued to you per your request.

The price stated in the enclosed Agreement will be valid for a period of 60 days from the Effective Date set forth on the Agreement Cover Page. After 60 days, the stated price will expire, and a new design (and updated Agreement) may be required.

Please understand that CORE will not begin any construction on your project until *all* documentation has been signed and received *with* full payment. This Agreement must be signed by the Applicant specified on the Agreement Cover Page and such Applicant must be the owner of the property where the construction will occur. If the Applicant is not an individual, the person signing on behalf of Applicant must have the legal capacity and authority to do so. If the listed signatory does not have such capacity or authority, please contact the Customer Project Managers at (303) 688-3100, option 4, then option 2, so that we may issue a revised Agreement to reflect the appropriate signatory immediately. Please be advised that incorrect information may delay the project construction.

If you have any questions regarding the Agreement or any enclosed documentation, please do not hesitate to contact us. Thank you.

Sincerely,

CORE Electric Cooperative

**AGREEMENT FOR SERVICE**  
**(COVER PAGE)**

This Agreement for Service (this "*Agreement*") is made and entered into by and between CORE Electric Cooperative ("*CORE*") and the Applicant (who is the owner of the Project Property) to be effective as of the Effective Date. Applicant and CORE shall be referred to herein together as the "*Parties*" and each individually as a "*Party*."

This Agreement includes this Cover Page, the General Terms and Conditions attached hereto, and any other exhibits, addendums, riders or attachments hereto. This Agreement provides the terms and conditions pursuant to which CORE shall provide construction and/or installation services to Applicant relating to the Project described below (the "*Services*").

<b>Effective Date:</b>	1/14/26
<b>Work Order Number:</b>	25047080
<b>MR Account Number:</b>	94035
<b>Applicant:</b>	CITY OF CASTLE PINES
<b>Project Description:*</b>	COMMERCIAL
<b>Project Property:</b>	CASTLE PINES NORTH F14 TRACT A - BUFFALO TRL & MONARCH BLVD
<b>Engineer:</b>	JHALL
<b>Service Voltage (Volts):</b>	120/240
<b>Phase (1PH or 3PH):</b>	1PH
<b>Amperage (Amps):</b>	N/A
<b>Construction Fee and Total Amount Due:</b>	The " <i>Construction Fee</i> " is \$ <b>124,223.00</b>
<b>Notice Address for Applicant:</b>	CITY OF CASTLE PINES 7437 VILLAGE SQUARE DR STE 200 CASTLE PINES CO 80108 Attn: DOLE GREBENIK Phone: (720) 202-3802 Email: DGREBENIK@CASTLEPINESCO.GOV
<b>Notice Address for CORE:</b>	CORE Electric Cooperative Attn: Customer Project Management 5496 N. US Highway 85 Sedalia, CO 80135 Phone: (800) 332-9540 Email: <a href="mailto:CPM@CORE.coop">CPM@CORE.coop</a>

<sup>1</sup> Applicant is a government entity, agency or political subdivision bound by the requirements set forth in Colorado Revised Statutes, Section 29-1-110. The Construction Fee is the maximum amount that has been appropriated for the Project as of the Effective Date. In no event shall Applicant be liable for payment under this Agreement for any amount in excess of Construction Fee, unless Applicant provides CORE with its express written approval of any such additional charges.

Electric services requested are as follows:

Service Type	Rate and Number of Services			
<b>Residential Services:</b>	A:			
	C:			
<b>Commercial Services:</b>	SG1:		SG3:	
	I:		IS:	
	LPS:		S:	
<b>Coincident Peak Services:</b>	CPD:		CPS:	
<b>Other Services:</b>	L <sup>1</sup> :		L <sup>2</sup> :	7
	F:		Other:	

\*If the Project Description includes:

- Temporary Services, the Construction Fee includes the cost for installation and removal of the temporary facilities. When the temporary facilities are no longer required, Applicant must submit a written request to remove the temporary facilities to CORE's Customer Project Management Department at: [CPM@CORE.coop](mailto:CPM@CORE.coop).
- Current Transformers (CT's) or Potential Transformers (PT's), Applicant shall contact CORE's Metering Department at [Metering@CORE.coop](mailto:Metering@CORE.coop) to schedule pick-up of CT's /PT's.
- Electric main feed line installations, the Services do not include the design or installation of distribution facilities required for metered service.

Rates shall be per CORE's Rates and Regulations, as amended from time to time, and are available at [www.CORE.coop](http://www.CORE.coop).

BY ITS SIGNATURE BELOW, APPLICANT REPRESENTS AND WARRANTS TO CORE THAT IT IS THE OWNER OF THE PROJECT PROPERTY AND AGREES TO THE TERMS OF THIS AGREEMENT (INCLUDING THIS COVER PAGE, THE GENERAL TERMS AND CONDITIONS, AND ANY OTHER ATTACHMENTS HERETO), WITH THE INTENT TO ENTER INTO A LEGALLY BINDING AGREEMENT

**APPLICANT:**

**CITY OF CASTLE PINES**

**By:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**CORE:**

**CORE Electric Cooperative**

**By:**

 \_\_\_\_\_

**Name:**

Brian Richter

**Title:**

Engineering Director

<sup>1</sup> 175W Metal Halide or LED Equivalent (UML-MLED)

<sup>2</sup> 250W Metal Halide or LED Equivalent (UML-MXLED)

**AGREEMENT FOR SERVICE  
(GENERAL TERMS AND CONDITIONS)**

These General Terms and Conditions are incorporated by reference into the Agreement for Service to which this is attached (together, the "Agreement") and relate to the performance of services by CORE Electric Cooperative ("CORE") for the Applicant described on the Cover Page of the Agreement. Capitalized terms used herein but not defined herein have the meanings set forth on the Cover Page.

- A. Obligations of CORE.** Upon execution of this Agreement and Applicant's performance of all pre-construction requirements, CORE will:
1. Provide all labor and material for the engineering, construction, and supervision of the Services. The time of completion of the requested electrical facilities is subject to personnel, equipment, and material availability and weather conditions.
  2. If necessary to address material changes to the Project design, issue a change order to amend this Agreement pursuant to the procedures set forth in Section C.2 below.
  3. Publish wiring guides and specifications on CORE's website.
- B. Obligations of Applicant.** Within the timeframe stated in this Agreement or as otherwise specified by CORE, Applicant will:
1. Prior to scheduling the construction:
    - 1.1 pay to CORE the Construction Fee as set forth on the Cover Page. All payments must include a copy of this executed agreement;
    - 1.2 provide a final plat approved by a city or county authority, if required, or a certified survey of the Project Property;
    - 1.3 obtain any and all required permits, easements, rights-of-way, consents and/or approvals and provide CORE with evidence of same; and
    - 1.4 provide CORE any additional rights-of-way, if required, in order to complete construction.
  2. Prior to construction:
    - 2.1 flag, number, and pin all lot corners and appropriately mark all rights-of-way;
    - 2.2 coordinate all proposed joint use of CORE's trench and submit the proposal to CORE for approval, which shall not be unreasonably withheld;
    - 2.3 provide final grade for the entire length and width of the proposed service route, including all roads and public rights-of-way in order to prevent additional cost to Applicant due to relocation of the electric facilities; and
    - 2.4 provide CORE with the location, number and size of any privately-owned underground facilities at the Project Property (including but not limited to gas, phone, CATV, water, sewer, irrigation, secondary electric, etc.). In the event that Applicant's failure to adequately locate or provide CORE with information regarding such facilities results in damages, then Applicant shall pay all related costs and expenses.
  3. Provide a tax exemption certificate to CORE if the project location or account is tax exempt.
  4. Comply with the change order procedures set forth in Section C below and, if applicable, pay any outstanding portion of the final Construction Fee following Final Completion as set forth in Section D.2 below.
  5. Keep easements and roads free of debris and obstacles during the construction period.
  6. Comply at all times with CORE's *Rates and Regulations* available at [www.CORE.coop](http://www.CORE.coop), including without limitation provisions granting CORE reasonable access to the Project Property for any proper purpose incidental to the supplying of electric service.
  7. In accordance with CORE's latest *Builder/Developer Service Requirements* available at [www.CORE.coop](http://www.CORE.coop), install and maintain the meter housing and conductor from the point of connection to the Applicant's panel.

8. Obtain the required electrical inspectors' approval of the temporary or permanent service connection installation from all required jurisdictions. (Note that CORE will not be able to connect your service until this is complete.)
9. Pay any costs resulting from damages to CORE's facilities (including changes in grade or dig-ins) caused by Applicant, including without limitation Applicant's employees, agents, and representatives. When digging around underground circuits, work must be done in accordance with Colorado Revised Statutes Section 9, Article 1.5.
10. Pay all costs resulting from vandalism or the willful destruction of CORE's facilities within this Agreement.
11. Promptly notify CORE of any changes to the information listed on the Cover Page under Notice Address for Applicant.

**C. Change Order Procedures.**

1. The "*Construction Fee*" set forth on the Cover Page is CORE's initial estimated cost of the Services. Applicant represents and warrants that all necessary allocations, appropriations, and related approvals for payment of the Construction Fee to CORE have been obtained. Because there is no guarantee that Applicant will receive future appropriations or allocation pursuant to this Agreement, there is no guarantee that funds will be available to Applicant for the Project in excess of the Construction Fee.
2. Any change order issued by CORE pursuant to Section A.2 above shall be delivered to Applicant by email. Such email will include a delivery receipt request and will be considered received by Applicant upon CORE's receipt of such delivery confirmation.
3. In the event CORE identifies additional costs in excess of the Construction Fee due to unforeseen circumstances (such as design changes, supply chain costs, line reroutes, additional construction requirements, increased fuel or material costs, and/or unforeseen changes during construction), such additional costs ("Additional Costs") will be identified in a change order provided by CORE to Applicant. Applicant's execution of such change order shall evidence its approval of the Additional Costs and confirmation to CORE that all necessary allocations, appropriations, and related

approvals for payment of the Additional Costs have been obtained by Applicant. Following CORE's receipt of Applicant's signature to the change order, CORE shall proceed with the Project accordingly. CORE will not be liable for any delays in construction due to Applicant's failure to promptly respond to a change order request or the actions or inactions of any third parties (e.g., CORE's subcontractors) in connection therewith.

4. Any failure of Applicant to execute a change order or written rejection by Applicant of a change order shall, at CORE's option, terminate this Agreement and Applicant will only be responsible for the costs CORE incurred up to and including the date of termination.

**D. Final Completion.**

1. As used herein, "*Final Completion*" means completion of the Project construction by CORE, including CORE's receipt of all third party invoicing necessary for CORE to calculate the final cost of the Project.
2. Upon Final Completion, CORE will confirm to Applicant in writing if there have been any adjustments to the Construction Fee. If any Additional Costs approved by Applicant pursuant to a change order remain outstanding, Applicant shall be invoiced for such Additional Costs, which shall be payable by Applicant within thirty (30) days. Alternatively, if any portion of the Construction Fee remains unapplied, then CORE shall refund such amount to Applicant within thirty (30) days of Final Completion. CORE reserves the right to include any outstanding portion of the Construction Fee on Applicant's monthly electric bill(s) and disconnect power in accordance with CORE's Rates and Regulations.

**E. Collection.** In the event any suit or other action is commenced by CORE to collect the amounts due or otherwise enforce any provision of this Agreement, Applicant agrees to pay all reasonable costs and attorney's fees incurred by CORE as a result of Applicant's failure to make payment as required herein.

**F. Term and Termination.** This proposed Agreement is valid for sixty (60) days from the Effective Date of this Agreement. If this Agreement is not executed, paid, and returned to CORE within that period, it shall be deemed null and void. Furthermore, if the Applicant has not provided improvements, easements, and rights-of-way

necessary to perform the work and satisfied all other obligations set forth in Sections B.1 and B.2 within sixty (60) days after its execution of this Agreement, CORE reserves the right to terminate the Agreement and refund any unapplied portions of the Construction Fee. In such event, the work order will be canceled, and the design fee will be nonrefundable.

**G. Consent to Electronic Signatures and**

**Communications.** The parties agree to the use of electronic signatures (including the email exchange of any .PDF or the use of any authenticated electronic signature technology such as DocuSign or Adobe Sign) for this Agreement and any change orders or other documentation issued pursuant to this Agreement. Applicant understands that its electronic signature has the same effect as a hard copy wet ink signature. Applicant further agrees to receive any change orders and/or other communications and notices hereunder by email. Applicant represents to CORE that its email address as set forth on the Cover Page is Applicant's correct email address as of the Effective Date for purposes of all communications and notifications hereunder. Applicant shall promptly provide CORE with any changes to its contact information so that at all times CORE has on file an accurate email address where Applicant can receive notices and other communications hereunder electronically.

**H. Miscellaneous.**

1. **Governing Law.** This Agreement shall be governed by Colorado law.
2. **Independent Contractor.** Nothing contained in this Agreement shall be deemed or construed to create any relationship between the parties other than the relationship of an independent contractor.
3. **No Third Party Rights.** No provision of this Agreement is intended or shall be construed to confer on any person or entity, other than the parties hereto, any rights hereunder.
4. **Entire Agreement.** This Agreement contains the entire agreement of the parties and may not be amended except in writing signed by both parties.
5. **Survival.** The provisions set forth in Sections B.11, B.12, B.14, B.15, and D through H of this Section H expressly survive any termination or expiration of this Agreement.
6. **Successors and Assigns.** This Agreement is not assignable or transferable by Applicant without CORE's written consent. This Agreement shall be binding on any permitted successors and assigns.

# LEGEND

REPLACE  
EXISTING



REMOVE  
NEW



THREE Ø OH XFMR



SINGLE Ø OH XFMR



PRIMARY FUSE



CAPACITOR



MOUNTED STREET LIGHT



STREET LIGHT



SECONDARY RISER



GUYING



OH SWITCH



RECLOSER



REGULATOR



CUBICLE



VAULT



SPLICE



EMS MARKER



SINGLE METER PED



DBL METER PED



UG SWITCH



THREE Ø UG XFMR



SINGLE Ø UG XFMR



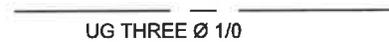
POWER PED



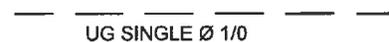
FIBER PED



GROUND PED



UG THREE Ø 1/0



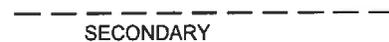
UG SINGLE Ø 1/0



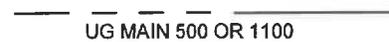
OH WIRE



STREET LIGHT DUPLEX



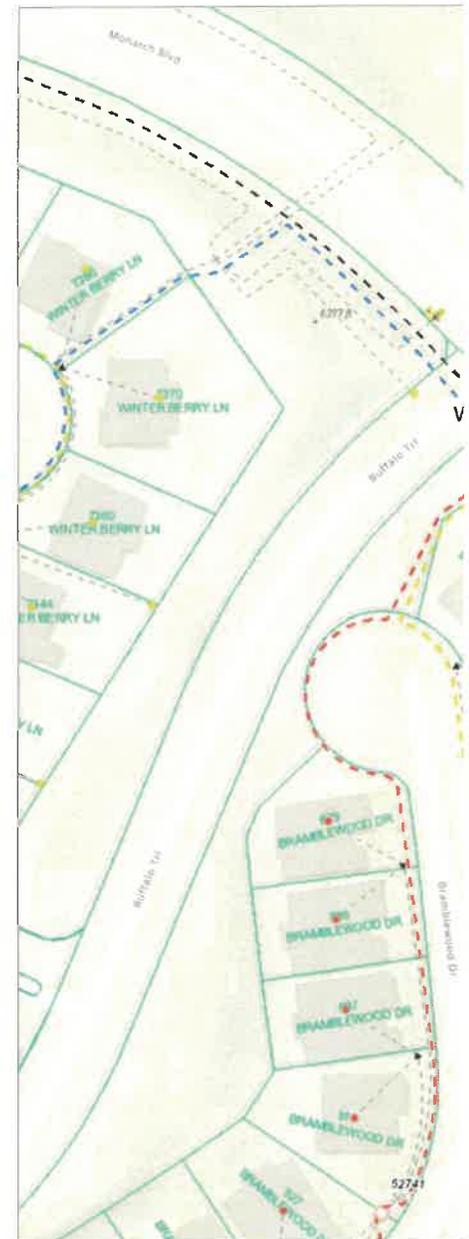
SECONDARY



UG MAIN 500 OR 1100



CONDUIT  
# IS SIZE IN INCHES



BACKGROUND MAPS AND IMAGERY PROVIDED BY ESRI AND/OR AUTODESK GEOMAP JAMU

VICINI  
NT

## DISCLAIMER

CORE ELECTRIC COOPERATIVE MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THESE BASE MAPS, AND ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS BASE MAP IS NOT A LEGAL DOCUMENT AND IT IS INTENDED TO SERVE ONLY AS A GRAPHIC REPRESENTATION.

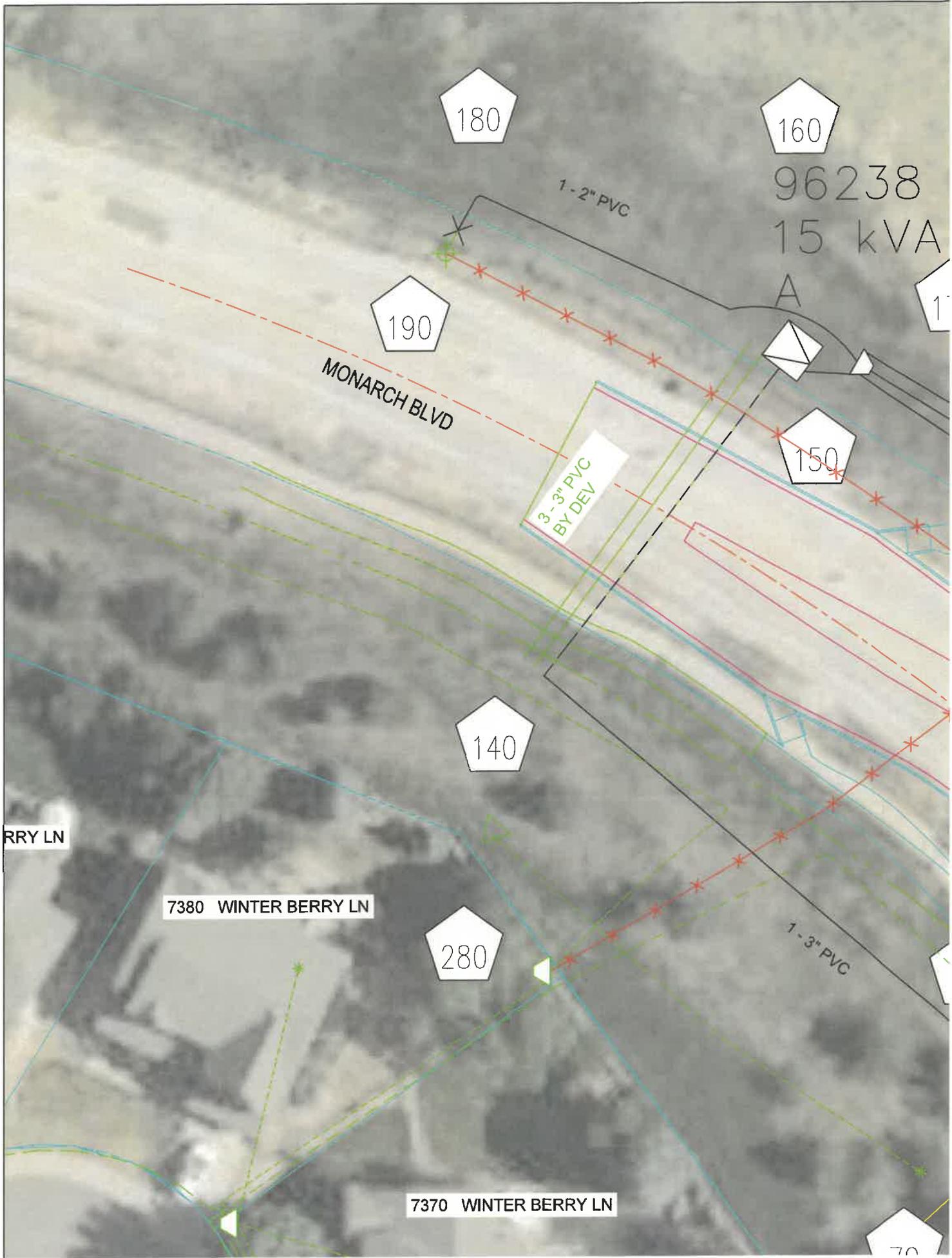


## ASSESSMENTS

PERMIT REQ:	YES
EASEMENT REQ:	NO
TAP FEE REQ:	NO
OUTAGE REQ:	NO
JOINT USE REQ:	NO
INVSN REQ:	NO
CT/PT:	NO
FIRE RISK:	4
CUST COND:	YES

METER TYPE:	N/A	CITY:
# OF METERS:	0	COUN
AMPS:	N/A	TWP F
STREET LIGHT 23':	0	STREE

DESIGNER:	JEANETTE HALL
APPROVED BY:	JDS
RELEASED BY:	
INSPECTOR:	
CONTRACTOR:	
AS-BUILT BY:	



180

160

96238  
15 kVA

190

MONARCH BLVD

3-3" PVC  
BY DEV

150

140

WINTER BERRY LN

7380 WINTER BERRY LN

280

1-3" PVC

7370 WINTER BERRY LN

70