City of Castle Pines, Colorado

CITY COUNCIL MEETING AGENDA
7404 Yorkshire Drive, Castle Pines, CO 80108
Tuesday, September 22, 2026

VIEWING THE PUBLIC MEETING: THE SEPTEMBER 22, 2026 CITY COUNCIL STUDY SESSION AND REGULAR MEETING WILL BE CONDUCTED AS A HYBRID ELECTRONIC VIRTUAL MEETING. TO REGISTER TO WATCH THE 5:30 P.M. VIRTUAL MEETING FROM YOUR COMPUTER OR SMARTPHONE, VISIT WWW.CASTLEPINESCO.GOV

STUDY SESSION - 5:30 p.m.

a. 2026 Redistricting
Council Study Session - 2026 Redistricting PowerPoint Pres.pdf

b. Mayor and City Council Stipend Review
2026-09-22 Study Session, Council Stipend Analysis (003).pdf
2026-09-22 Council Stipend Study Session (003).pdf

c. Ordinance 26-07 Overview
2026-09-22 Ordinance 26-07 Campaign Finance Study Session.pdf

REGULAR MEETING OF THE CITY COUNCIL - 6:30 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

5. Public Comment

6. Special Presentation

6a. Douglas County School District: 2026 State of the District
2026 State of the District _ Castle Pines City Council.pdf

7. Presentation of Minutes

7a. Minutes from the August 25, 2026 City Council Meeting
2026-08-25 City Council Meeting Minutes DRAFT.docx

8. Consent Agenda

8a. Ordinance 26-07, An Ordinance of the City Council of the City of Castle Pines, Colorado, Amending Article 1 of Chapter 2 of the Castle Pines Municipal Code Regarding Campaign Contribution Limits on First Reading
Ordinance 26-07, Campaign Finance.docx
City Council Staff Report Ordinance 26-07.pdf

8b. Ordinance 26-08, An Ordinance of the City Council of the City of Castle Pines, Colorado, Approving the Conveyance of Certain Recreation Properties from the Castle Pines North Metropolitan District to the City of Castle Pines Pursuant to the Intergovernmental Agreement Between the City of Castle Pines and the Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties on First Reading
City Council Staff Report Ordinance 26-08.pdf
Ordinance 26-08, Transfer of CPNMD Properties to City.docx
DISTRICT TO CITY PARCELS.pdf

8c. Ordinance 26-09, An Ordinance of the City Council of the City of Castle Pines, Colorado, Approving The Conveyance of Certain Tracts of Land to the Castle Pines North Metropolitan District Pursuant to the Intergovernmental Agreement Between the City of Castle Pines and the Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties on First Reading
City Council Staff Report Ordinance 26-09.pdf
Ordinance 26-09, Authorizing Conveyance of Tracts to CPNMD.docx
CITY TO DISTRICT PARCELS.pdf

8d. Resolution 26-55, 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 Colorado Designscapes, Inc. D/B/A Designscapes Colorado, Inc., for Snow Removal Services
City Council Staff Report Resolution 26-55.pdf
Resolution 26-55, Approving Designscapes Snow Removal Agreement.docx
2026-2027 Updated Bid Schedule (1).pdf

8e. Resolution 26-56, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving a First Amendment to the Professional Services Agreement Between the City of Castle Pines and Alfred Benesch & Company for On-Call Engineering Services
City Council Staff Report Resolution 26-56.pdf
Resolution 26-56, Approving First Amendment Alfred Benesch PSA.docx
2026 First Amendment Benesch Engineering.docx

9. General Business

9a. Douglas County Sheriff's Office Update

9b. Resolution 26-57, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving First Amendment to the Intergovernmental Agreement Between the City of Castle Pines and the State of Colorado, on Behalf of the Colorado Department of Transportation, Regarding Additional Funding for the I-25 and Happy

Canyon Interchange
City Council Staff Report Resolution 26-57.pdf
Resolution 26-57, Approving Amendment to CDOT Happy Canyon Funding IGA.docx
CDOT Design Phase Funding Amendment - Complete Draft AM1 Castle Pines (25535) 33.pdf

9c. Resolution 26-58, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Intergovernmental Agreement Between the City of Castle Pines and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Construction, Maintenance and Operations for the Happy Canyon Road/I-25 Interchange Project
City Council Staff Report Resolution 26-58.pdf
Resolution 26-58, Approving Douglas County IGA Happy Canyon Interchange.docx
Happy Canyon - Douglas County Funding IGA - Final.pdf
Happy Canyon - Maintenance and Operation Map - Exhibit A - Final - 11x17.pdf

9d. Resolution 26-59, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving a First Amendment to the Professional Services Agreement Between the City of Castle Pines and Jacobs Engineering Group Inc. for I-25 and Happy Canyon Interchange Design Services
City Council Staff Report Resolution 26-59.pdf
Resolution 26-59, Approving First Amendment Jacobs Engineering - HCI.docx
Cost Proposal - Addendum from Jacobs.pdf

10. Comments/Reports

10a. City Manager's Report
August 2026 Municipal Court Statistics.pdf

10b. Council Member Reports

10c. Mayor's Report

11. EXECUTIVE SESSION: Pursuant to C.R.S. Section 24-6-402(4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding an agreement with the public works director and pursuant to C.R.S. Section 24-6-402(4)(f) for a personnel matter regarding the public works director who has agreed to the discussion in executive session, and further, pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice regarding such personnel matter and negotiations.

12. Adjournment

Meetings are held at 7404 Yorkshire Drive, Castle Pines, CO 80108. Please call City Offices, (303) 705-0226 a minimum 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation to be in attendance or participate in any such meeting.

THIS AGENDA IS SUBJECT TO CHANGE

2026 REDISTRICTING STUDY SESSION

Sept. 22, 2026

CITY OF CASTLE PINES

DISTRICT STATUS AS OF 9-1-2026

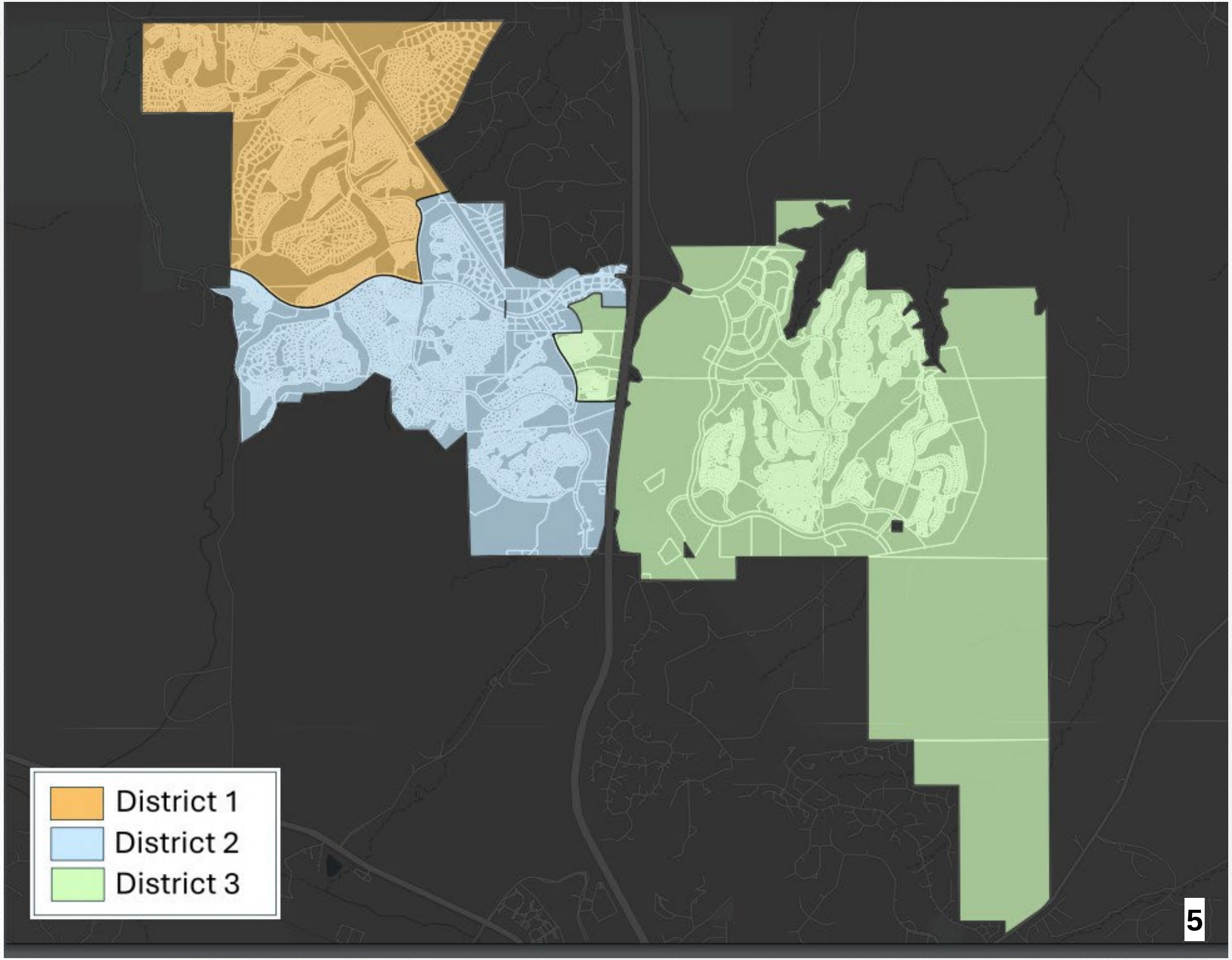
District 1:
Res. unit count = 2,103
Population est. = 5,667

District 2:
Res. unit count = 2,109
Population est. = 5,989

District 3:
Res. unit count = 2,246
Population est. = 6,378

11.8% variance. Limit is 10%.

Source: Residential Unit Count and Population



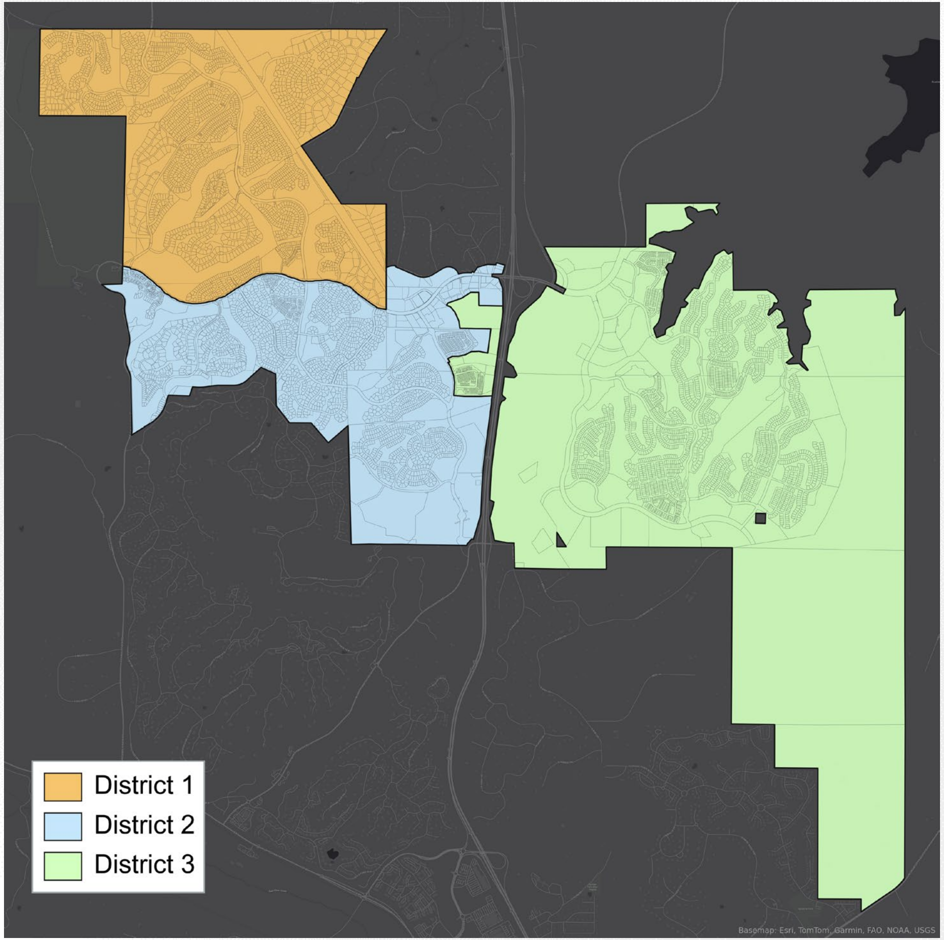
BACKGROUND

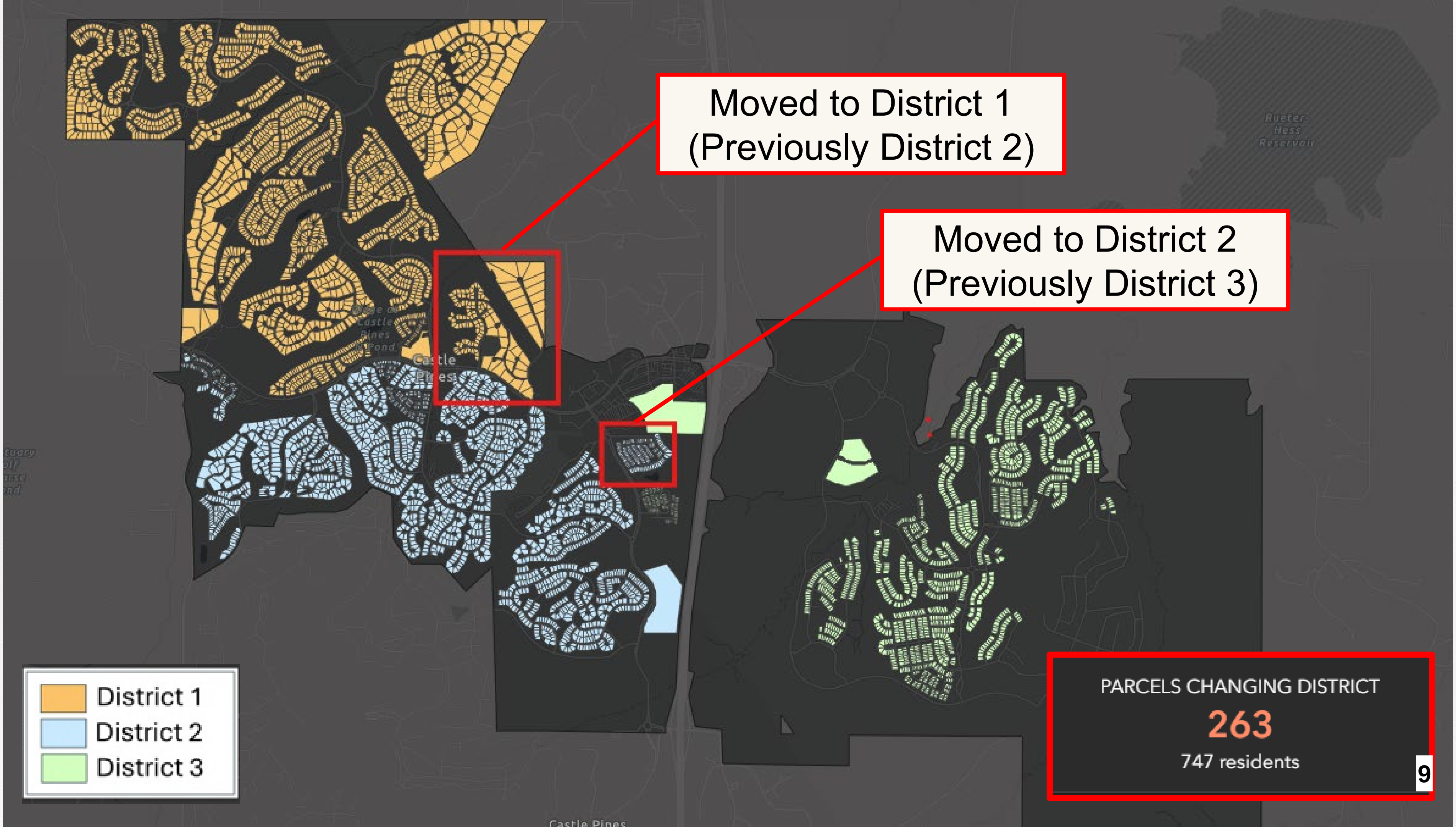
- District boundaries were last approved on October 8, 2024.
- Increase in development activity in District 3 (indicated by red circles). Source: New Residential Permits
- Increase in the average number of people per household from 2.78 to 2.84.

REDISTRICTING CRITERIA

- Population Equality.
- No minority vote dilution or political gerrymandering.
- Coordination with general election precincts.
- Compactness.
- Contiguity.
- Preservation of communities of interest.

PROPOSED DISTRICT BOUNDARIES




Moved to District 1
(Previously District 2)
Moved to District 2
(Previously District 3)
District 1
District 2
District 3
PARCELS CHANGING DISTRICT
263
747 residents
Rueter-Hess Reservoir
Castle Pines

DISTRICT POPULATION COMPARISON

	Current District Population	Proposed Redistrict Population
District 1	5,667	6,002
District 2	5,989	6,066
District 3	6,378	5,967
The population difference between the smallest and largest districts	711	99
The percentage of population difference between the smallest and largest districts	11.8%	1.6%
Largest district		
Smallest district		

CITY OF CASTLE PINES

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
castlepinesco.gov

CITY COUNCIL COMMUNICATION FORM
STUDY SESSION ITEM

TO: Mayor Engerman and Members of the City Council

FROM: Mike Farina, Finance Director

THROUGH: Michael Penny, City Manager

DATE: September 22, 2026

Re: Mayor and City Council Stipend Review

Direction Question:

Does City Council support amending the stipend levels established by Ordinance 20-03 for the Mayor and Council Members?

Background:

Current stipend

Ordinance 20-03, adopted December 8, 2020, established stipends for the Mayor and Council Members elected in 2021 and thereafter.

- Mayor: $1,100 per month, or $13,200 annually.
- Each Council Member: $750 per month, or $9,000 annually.

The total annual cost is $67,200 in stipends. With employer payroll taxes added, the annual total is $72,341.

Charter and state constitutional constraint on timing

Section 2.9 of the Home Rule Charter provides that Council compensation and associated benefits are created by ordinance, and that compensation "shall not be increased or decreased in any term of office during which the increase or decrease is approved by the City Council."

The Charter is not the only source of this restriction. Article XII, Section 11 of the Colorado Constitution provides that "No law shall extend the term of any elected public officer after his election or appointment nor shall the salary of any elected public officer be increased or decreased during the term of office for which he was elected."

The practical effect is that no increase approved in 2026 or 2027 will affect any sitting member during their current term. Each Council Member moves to a new rate only when that Council Member's next term begins. The three District Council Members elected in November 2027 would be eligible for the new stipend in January 2028. The Mayor and the three Council Members elected in November 2029 will be eligible for the new stipend in January 2030.

Comparator set

Staff's analysis uses the same 35 municipality comparator list the City applies to staff compensation. Using one peer group for both purposes keeps the City consistent and means the comparator set is not being selected to suit the question in front of Council.

Staff notes one consideration regarding this comparator set. A staff comparator list answers a labor market question, namely who the City competes with to hire and retain employees. Elected stipends are not a recruitment market. The relevant considerations are workload, scope of responsibility and community norms. In our minds, it should not cost someone financially to be a Castle Pines City Council Member. The list is therefore the right choice for consistency and legitimacy, and an imperfect instrument analytically. To test that, staff also evaluated a narrower subset of four municipalities from within the same list that are closest to Castle Pines in character. Data for 34 of the 35 comes from the City's own 2026 stipend survey and the CML Elected Official Data download dated August 2026. Where the two disagree, the survey figure is used.

Throughout this memo, "year of record" means the most recent year in which the figure was verified, not the year the rate was adopted. A 2026 year of record means staff or the reporting municipality confirmed the amount in 2026; it does not mean the rate changed that year. The full statewide CML pool is not used. It is dominated by small rural and mountain towns, many of which pay nothing or pay per meeting.

Staff Analysis:

Where Castle Pines stipends stand against the comparator list

Municipality	Mayor	Council	Year of record	Subset
Lakewood	$3,233	$1,288	2024	
Greenwood Village	$3,000	$1,500	2026	
Loveland	$3,000	$2,000	2024	
Arvada	$2,626	$1,751	2026	
Littleton	$2,521	$1,680	2026	
Golden	$2,180	$1,666	2026	
Brighton	$2,000	$1,500	2026	
Thornton	$2,000	$1,500	2026	
Westminster	$1,815	$1,297	2026	
Longmont	$1,800	$1,200	2025	
Wheat Ridge	$1,800	$1,200	2026	
Centennial	$1,667	$1,333	2026	Yes
Parker	$1,632	$1,305	2026	Yes
Lone Tree	$1,570	$1,111	2026	Yes
Castle Rock	$1,500	$1,200	2026	Yes
Windsor	$1,500	$833	2026	
Federal Heights	$1,461	$1,095	2026	
Commerce City	$1,260	$1,103	2022	
Glendale	$1,250	$1,000	2026	
Lafayette	$1,234	$897	2025	
Northglenn	$1,179	$842	2020	
Louisville	$1,164	$972	2022	
Superior	$1,100	$900	2026	
Englewood	$983	$885	2026	
Fort Lupton	$750	$500	2026	
Dacono	$750	$500	2026	
Erie	$700	$400	2024	
Evans	$600	$400	2026	
Edgewater	$500	$300	2026	

Municipality	Mayor	Council	Year of record	Subset
Frederick	$500	$300	2021	
Fountain	$400	$300	2026	
Firestone	$350	$300	2026	
Manitou Springs	$542	$433	2026	
Timnath	$217	$175	2026	
Cherry Hills Village	$0	$0	2026	
CASTLE PINES (current)	**$1,100**	**$750**		
Average of the 35 comparators	**$1,394**	**$962**		
Average excl. non-paying cities	**$1,435**	**$990**		

Castle Pines pays below the average for the Mayor and Council Members.

This list contains large full-service cities such as Lakewood, Thornton, Westminster, Arvada and Longmont that are many times our size, and it also contains small towns such as Timnath, Firestone, Frederick and Fountain. Those pull the averages in opposite directions. On balance the smaller towns have a great influence on the averages, which is why this list produces a lower benchmark than the narrower subset of Douglas County does. The list includes several small towns that pay very little, which lowers the benchmark. A peer group built specifically for this question would show a larger gap, not a smaller one. Whether it's a large or small community, almost all Councils meet two to four times a month and are tasked with making policy decisions for their community. Said another way, the role/complexity of a Council Member's 'job' is not directly correlated to the size of the community they serve.

Douglas County and Centennial subset

Four of the municipalities on the comparator list include Douglas County municipalities and Centennial, which is like the Castle Pines contract-based service model.

Municipality	Mayor	Council	Year	Basis for inclusion
Centennial	$1,667	$1,333	2026	Contracts nearly all services including law enforcement
Parker	$1,632	$1,305	2026	Douglas County
Lone Tree	$1,570	$1,111	2026	Douglas County
Castle Rock	$1,500	$1,200	2026	Douglas County
Subset average	**$1,601**	**$1,253**		

Against this group Castle Pines is substantially further behind than against the full comparator list. That is the expected result. The subset removes both the small towns that pull the averages from the full list down and the low and non-paying comparators, leaving four of the higher paying municipalities in the region.

Inflationary Increase

The Denver-Aurora-Lakewood CPI-U rose 18.9% between 2021 and 2025. Increasing the current stipend by 18.9% would put the Mayor at approximately $1,308 per month and a Council Member at approximately $892.

As a separate consideration, Council may want to add an annual inflationary factor that is ongoing to any proposed change to the stipend. Littleton and Fort Collins tie annual increases for elected official compensation to a fixed percentage of regional area median income. Aurora adjusts annually by cost of living.

Mayor Pro Tem Differential

If Council is interested in having a Mayor Pro Tem differential, the study showed that most pay this differential between 10 to 25 percent more than a Council Member. The fiscal impact table below shows a 10% differential for Mayor Pro Tem.

Fiscal Impact:

Option	Stipend Change	Mayor	Council	Total annual cost	Increase vs. today	Mayor Pro Tem +10% CM	Increase vs. today
Current Stipend		$1,100	$750	$72,341			
A	Restores purchasing power only. 2021 to 2025 inflationary increase = 18.9%	$1,300	$900	$86,551	$14,210	$990	$1,162
B	Average of the comparator list	$1,400	$1,000	$95,593	$23,252	$1,100	$1,292
C	Average of Douglas County cities and Centennial	$1,600	$1,250	$117,554	$45,213	$1,375	$1,615

Council Options:

- Option A provides for an inflationary factor
- Option B places the City at the average of the comparator list that is also used for staff compensation.
- Option C uses the Douglas County municipalities and the City of Centennial to create the average.
- Any option Council selects can be paired with the indexing mechanism described above, and with or without a Mayor Pro Tem differential.

COUNCIL STIPEND REVIEW

September 22,2026

CITY OF
CASTLE PINES

DIRECTION QUESTION & BACKGROUND

- Does City Council wish to amend the stipend amount?
  - Can be increased or decreased by ordinance

- Council currently receives the following stipends
  - Mayor - $1,100 per month, $13,200 per year
  - Council Members - $750 per month, $9,000 per year
  - Started with terms beginning in 2021

- Timing constraint
  - Charter restriction – approving Council cannot receive new stipend
    - 3 Council Member seats expire in 2027 – eligible in 2028
    - Mayor and 3 Council Member seats expire in 2029 – eligible in 2030
  - Restricted the same way by state constitution

CITY OF CASTLE PINES

OPTIONS FOR COUNCIL CONSIDERATION

Option A

Inflationary increase

- Mayor - $1,300
- Council Member - $900
- +$14,210 annually

CPI increased 18.9% since 2021

Option B

Average of 35 comparators

- Mayor - $1,400
- Council Member - $1,000
- +$23,252 annually

Comparators used in staff study

Option C

Avg. of Doug Co cities & Centennial

- Mayor - $1,600
- Council Member - $1,250
- +$45,213 annually

Centennial: contract-based service model

CITY OF CASTLE PINES

OPTIONS FOR COUNCIL CONSIDERATION

Add an annual inflationary adjustment provision

Add a Mayor Pro Tem stipend - 10% more than Council Member

Option A - inflationary
- Monthly stipend - $990
- $1,162 annual budget impact

Option B – 35 comparators
- Monthly stipend - $1,100
- $1,292 annual budget impact

Option C – Douglas County/Centennial
- Monthly stipend - $1,375
- $1,615 annual budget impact

CITY OF CASTLE PINES

STUDY SESSION:
Ordinance 26-07 Overview

September 22, 2026

CITY OF CASTLE PINES

CURRENT CAMPAIGN CONTRIBUTION LIMITS ON CANDIDATES RUNNING FOR MUNICIPAL OFFICE:

House Bill 23-1245

- Persons, including any political party and excluding any small donor committee, for any election cycle to the amount of $400

House Bill 23-1245

- Set aggregate limits on contributions from small donor committees for any election cycle in the amount of $4,000

CITY OF CASTLE PINES

Surrounding Municipality Limits to a Candidate Committee from a person:

CITY OF CASTLE PINES

Surrounding Municipality Limits to an Issue Campaign from a person:

Town of Parker: $500

Castle Rock: No limit

Lone Tree: $10,000

Ordinance 26-07 proposes: **$10,000** per election

Greenwood Village: $2000

Centennial: Small Scale Issue Committees $5000 or less

CITY OF CASTLE PINES

Cash

Digital Currency

Coin

No contributions of more than $100 in this form in support or opposition to any candidate, political committee, or issue

No candidate, candidate committee, small donor committee, issue committee, or political committee shall make an expenditure in this form that is more than $100

CITY OF CASTLE PINES

Additional Clarifications to Campaign Finance with Ordinance 26-07

Committee Registration and Account

Campaign Reporting Deadlines

Expenditure Records

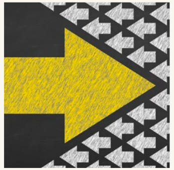
Anonymous Contributions

Disposition of Unexpended Funds

CITY OF CASTLE PINES

It Does

- Increase campaign committee donation amounts from House Bill 23-1245
- Adds certain election rules to the municipal code



It Does Not

- Substantially change any Municipal Election rules

It Retains

- Home Rule control over Municipal Election campaign finance

CITY OF CASTLE PINES

State of the District


DCSD
BY THE NUMBERS
89 SCHOOLS
45 ELEMENTARY SCHOOLS
9 MIDDLE SCHOOLS
9 HIGH SCHOOLS
6 ALTERNATIVE SCHOOLS
20 CHARTER SCHOOLS
plus 38 PRESCHOOL LOCATIONS
DCSD is the largest employer in Douglas County
7,500 EMPLOYEES
3,700 are licensed educators excluding substitutes
Colorado
62,000 STUDENTS PreK-12
3rd largest school district in the state
Douglas County School District Top of the Class! *1 in the Denver Metro area
EXCELLENCE
GRADUATION RATE
DCSD has one of the highest graduation rates in the Denver metro area. Rates have climbed from 83.1% in 2010 to 93.6% in 2025.
93.6% GRADUATE
2026: more than $124,000,000 IN SCHOLARSHIPS
SCHOLARSHIPS
AWARDED TO DCSD STUDENTS
The class of 2026 earned more than $124 million in scholarships.
Students VOLUNTEERED 174,900 HOURS during the 2025-2026 school year.
INNOVATION
CONCURRENT ENROLLMENT
Students and parents saved more than $25 million (2025-2026) in college expenses through DCSD's concurrent enrollment partnerships and Advanced Placement course offerings.
2025-2026: more than $25,000,000 SAVED

Highest Graduation Rate (93.6%)!

$123 M in Scholarships

Top-Performing School District

Lowest Staff Turnover Rate

90 Career & Technical Education Pathways (including Trades)

Top Rated by Families

Academic Excellence | Rankings by District

Students who met or exceeded expectations, ranked by school district, for 2025-2026 school year.

English Language Arts and **Math** Rankings

- **#1 Douglas County School District**
- #2 Littleton Public Schools
- #3 Jefferson County School District
- #4 Cherry Creek School District
- #5 Adams 12 School District

Source: Based on chart by The Denver Post.
Data from Colorado Department of Education.

Award-Winning Schools

In 2025, DCSD schools received **42 awards** for academic achievement and growth!

Bond and MLO Updates

2023 $66 Million Mill Levy Override

✓ **Increased Teacher and Staff Pay**

- Turnover dropped to the lowest in the metro area and academic scores continue to climb!

✓ **Increased Safety and Security at Schools**

- Additional SROs and Campus Security Specialists in place at all schools.




2024 $490 Million Bond

The 2024 Bond is allowing the school district to:

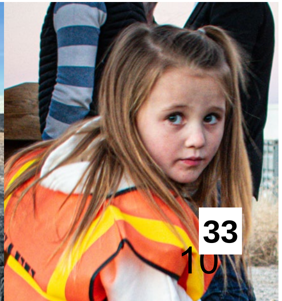
- ➢ Update and equip aging schools and facilities;
- ➢ Expand Career and Technical Education classroom spaces;
- ➢ Construct new elementary schools in Lyric & Sterling Ranch;
- ➢ Expand Sierra Middle School;
- ➢ Construct Phase 2 of the Legacy Campus; and
- ➢ Enhance safety and security at every school across the district.

Interactive Bond Map

bondmap.dcsdk12.org

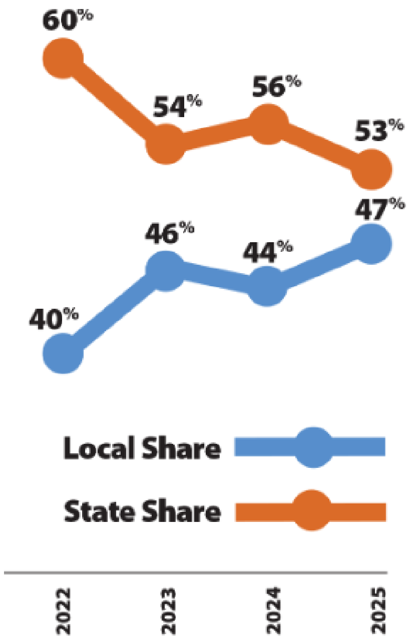






How Our Schools are Funded & Where the Money Goes

How Our Schools Are Funded



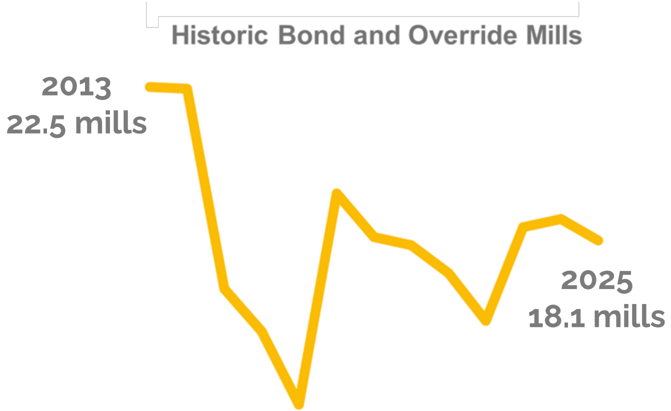
Did you know?

Total funding is set by the state. When local funding goes up, state funding goes down.

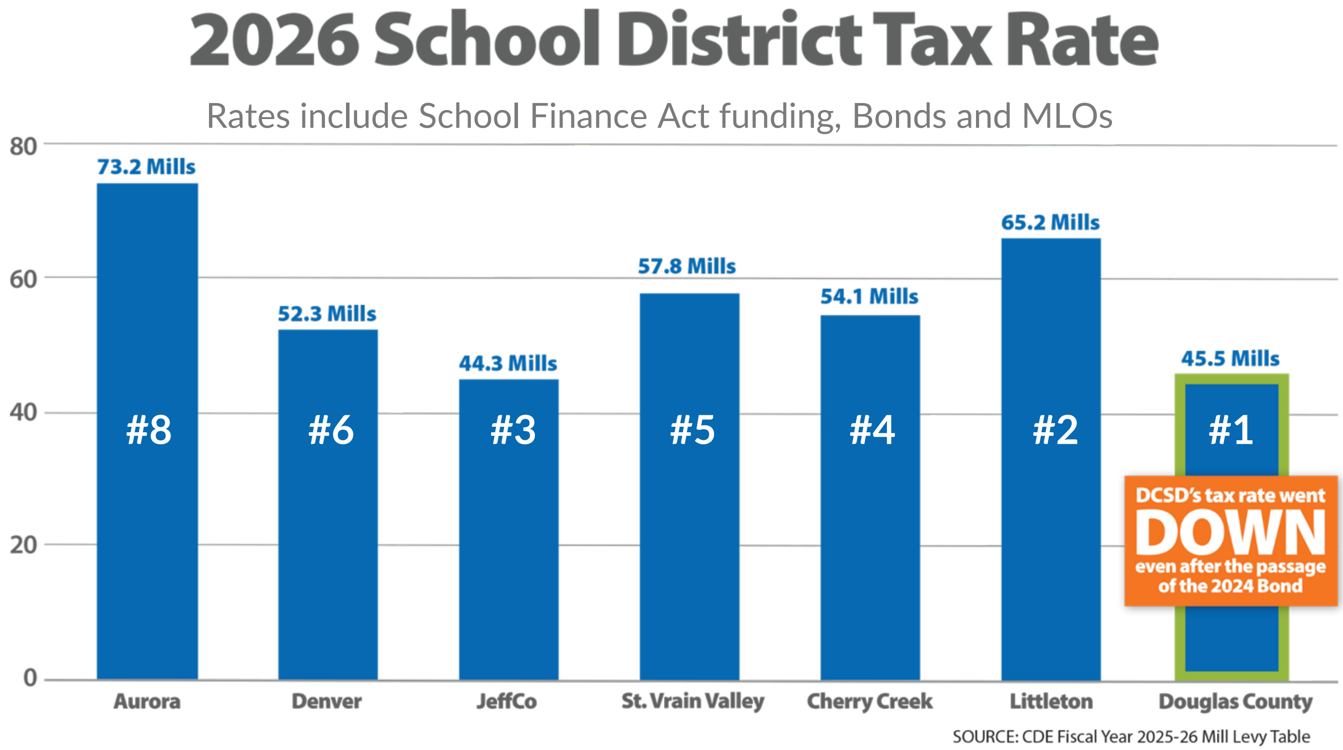
State Education funding is not keeping pace with inflation causing districts to make painful cuts.

Did you know?

DCSD's tax rate has dropped significantly since 2013 - even with recent ballot initiatives.



DCSD ROI for Taxpayers (Post-Ballot Initiatives)

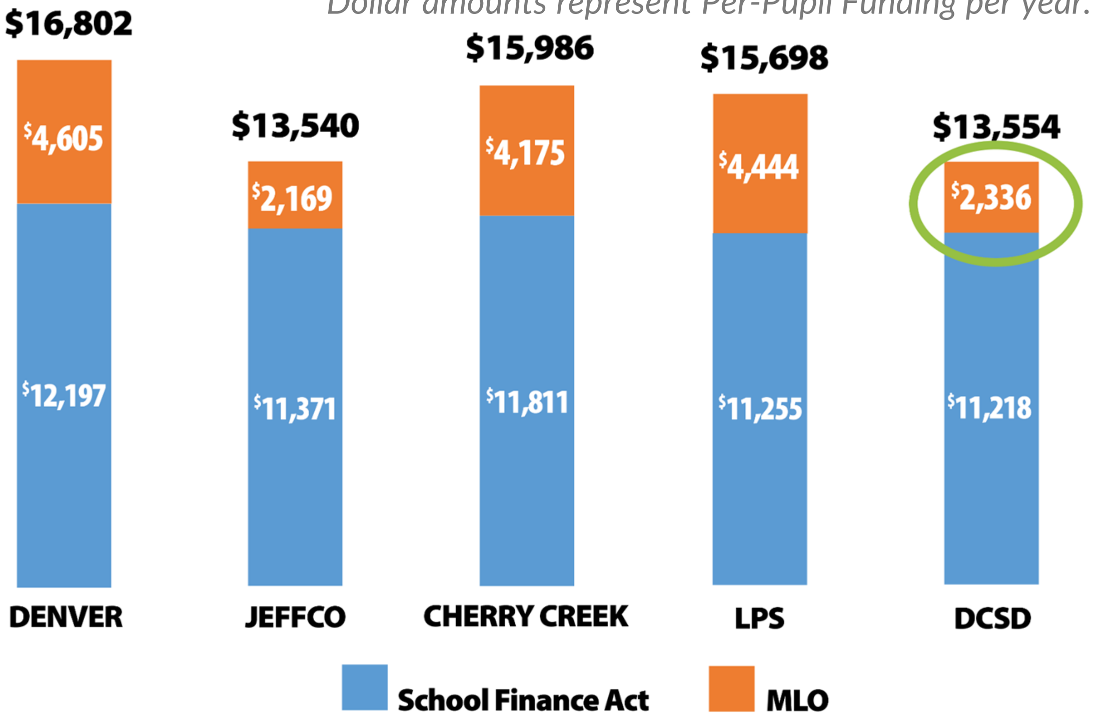


Did you know?

*DCSD is the **top scoring district** and has one of the **lowest tax rates**.*

District Funding Comparison

Dollar amounts represent Per-Pupil Funding per year.

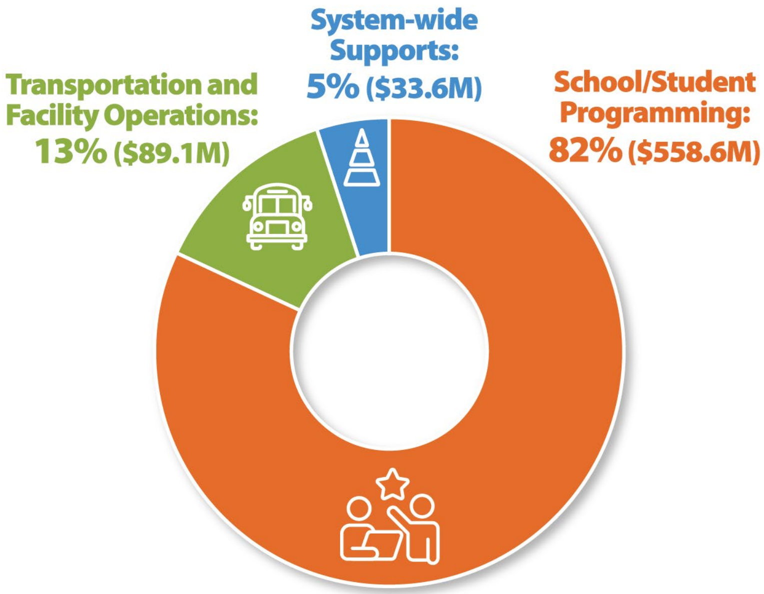


Did you know?

The 2023 Mill Levy Override approved by DougCo voters meant our MLO funding increased over $1,000 per student (thank you taxpayers!). We are still behind our peers but great progress has been made.

How Taxpayer Funding is Spent on Students

Combined General Fund Expenditures ($M)
(excluding charter schools)



Did you know?

DCSD has 23 Human Resources employees which serve 7,500 employees? This equals a ratio of 1:350. A ratio of 1:50 is recommended in the private sector.

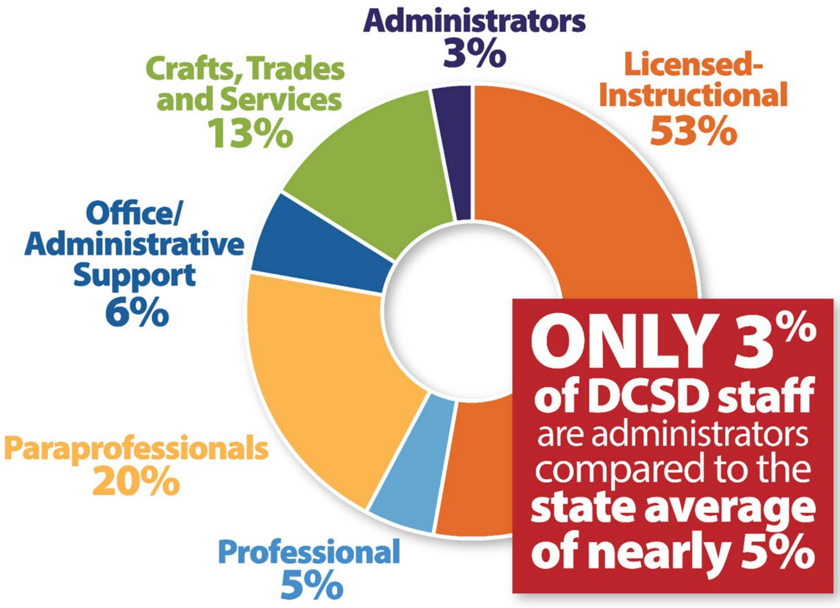
Did you know?

DCSD's IT team supports 63,000 devices and 100 buildings (all of which have WiFi and other technology needs)?

Central Administration Costs

School District Employees

(excluding charter schools)



Did you know?

DCSD ***consolidated schools*** *in declining enrollment areas to provide better opportunities for students and to be fiscally responsible. DCSD will be* ***consolidating administration*** *buildings as well to cut ongoing costs.*

Growth and Decline

Growth & Decline Challenges

Douglas County spans over 850 square miles.

- Declining Enrollment Areas & School Consolidations
- Rapidly Growing Areas & New Schools

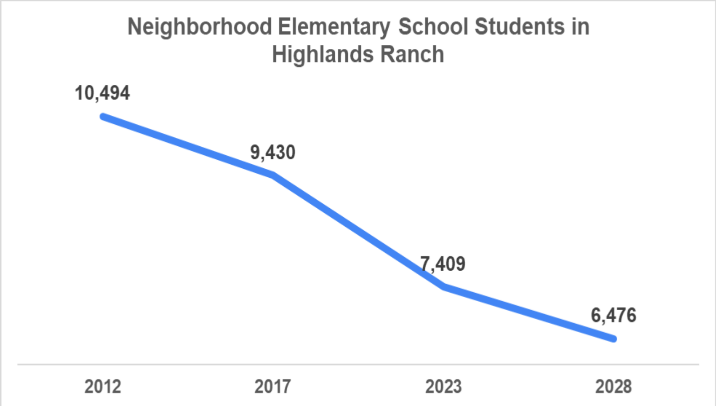
We want to ensure that every DCSD student has amazing opportunities no matter where they live.

Did you know?

DCSD has the right number of schools in all the wrong places.

LEARN MORE

dcsdk12.org/about/growth-and-decline



Thriving Schools: Highlands Ranch

In the 2026-2027 School Year:

Acres Green Elementary and Fox Creek Elementary will become **Silver Spruce Elementary**.

Saddle Ranch Elementary and Eldorado Elementary will become **Golden Ridge Elementary**.

Heritage Elementary and Summit View Elementary will become **Mountain Peak Elementary**.

LEARN MORE
dcsdk12.org/about/growth-and-decline

Looking to the Future

BOE ENDS

Global Ends

All students will develop the knowledge, skills, mindsets, and dispositions needed to achieve their highest individual potential in a safe, accessible, thriving, and welcoming learning environment. These results shall be produced at a cost that demonstrates good stewardship of resources.

Ends-1 Academic Excellence and Life Skills

1. Students have the knowledge and skills appropriate to their age and learning ability, to qualify for higher levels of learning, employment of their choice, or independent living.

1.1. Students graduate with cognitive skills, digital skills, and civic responsibility, to each student's individual potential.

1.2. Students graduate with workforce readiness skills.

1.3. Students graduate with independent learning skills.

Ends-2 Mindsets and Dispositions

1. Students acquire the necessary self-leadership skills and interpersonal skills that enable them to become responsible and engaged members of society.

1.1. Students develop their individual strengths, to support their social, emotional, and physical well-being.

1.2. Students graduate as responsible and engaged members of society, contributing positively within their individual ability and interests.

DCSD STRATEGIC PLAN

Douglas County School District
Leading the Way

PURPOSE

By 2038, all DCSD graduates will be empowered to meet their future with competence, purpose, and optimism.

END STATEMENT

All students will develop the knowledge, skills, mindsets and dispositions needed to achieve their highest individual potential in a safe, accessible, thriving, and welcoming learning environment.

FOUNDATIONAL COMMITMENT

Cultivate a culture and climate that strives for excellence and promotes hope and resiliency.

CORNERSTONE COMMITMENTS

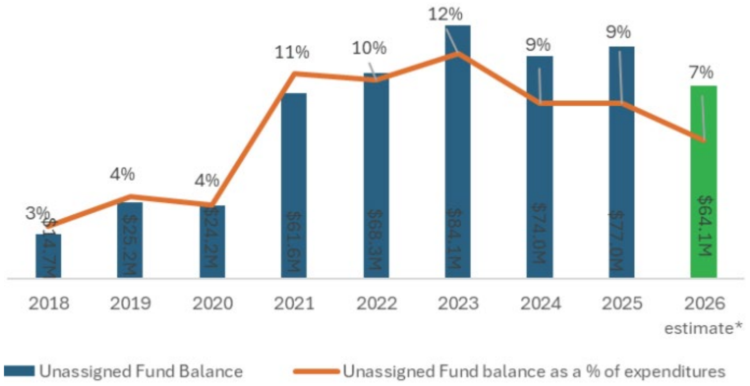
- **Academic Excellence**
- **Strategic Technology Integration**
- **Essential Mindsets and Behaviors**
- **Future Ready Graduates (post-secondary readiness and life skills)**
- **Thriving Schools and Thriving Communities**

Funding Challenges Continue

Our Financial Reality

Revenue is NOT covering expenses:

- Expected NEW Revenue: **$6M**
- Benefits Increases (DCSD): **$5M**
- Salary Increases ($7M & $3M): **$10M**
- Inflationary Expense Increases: **$6M**



Did you know?
The state of Colorado has a $1B shortfall - again... and it is not getting better.

Investing in our employees is a priority! DCSD is absorbing all benefits cost increases.

<u>Minimum</u> Amount We Need to CUT by 27-28

$15M

2026 Mill Levy Override ($54 Million)

- **Retain and attract top-quality teachers and staff** by providing salaries that are more competitive with neighboring school districts and to better keep pace with inflation.
- Support increasing cost of **school security**, including school resource officers.
- **Reduce student waitlists for Career and Technical Education** programming, including **the trades**.
- **Restore student programming** such as instrumental music in elementary schools.

Did you know?

Even with 2023 MLO staff pay increases, DCSD is not yet keeping up with inflation and cost of living.





Final 2026 Mill Levy Override ($54 Million)*

Compensation $21.4 M
4% increase for teachers and staff to keep pace with inflation and improve competitiveness by further closing the gap with the market.

Specialized Student Programming $5.1 M
Establish and enhance intensive in-district programming to provide comprehensive support for students with specialized needs.

Career and Technical Education $4.2 M
Invest in expansion of CTE pathways (existing and new) to better meet student and family demand.

Safety & Security $2.0 M
Annual investment for school security support.Additional dollars help offset escalating costs for security support, including SROs, so we can maintain our current ratios.

Curricular Investment $3.3 M
Annual investment in literacy and math curricula to ensure resources are available to serve all children.

Athletics and Activities $1.2 M
Address disparities in programming and facilities across schools and add Unified programs at the elementary level for students with special needs.

Student Programming $3.8 M
Restore elementary instrumental music, invest in the middle school teaming model, and support systemic implementation of emerging technologies.

Charter Schools $13.0 M
Charter Schools receive a proportionate share to spend on ballot priorities.

View the complete Final 2026 Mill Levy Override Plan

** Please note that the individual numbers have been updated slightly from the draft plan presented on 8/11/25*

Post-MLO Competitive Position (Teachers)

DISTRICT	STARTING SALARY	MAX SALARY
DCSD (Current)	$54,718*	$115,646
DCSD (4% increase)	**$56,906***	**$120,271**
JeffCo	$56,085	$112,955
Littleton Public Schools	$58,038	$131,116
Cherry Creek Schools	$62,000	$126,184
Aurora Public Schools	$61,805	$127,750
Denver Public Schools**	$57,666	$124,233

Did You Know?

A 4% increase will place DCSD's **starting teacher salary** just above JeffCo.

**weighted across the three schedules based on the percentage of employees on each schedule (general: 53%, hard-to-hire: 30%, extremely-hard-to-hire: 17%).*
***DPS starting pay shown is for 2025-2026 (updated schedule for DPS not yet available).*

MLO Financial Details

- In 2027, the proposed MLO would cost residential taxpayers approximately $33.70 per year (about $2.81 per month) for every $100,000 in home value. **For a $700,000 home this would equal $236 per year.**
- DCSD believes that financial transparency helps build public trust by ensuring that taxpayer dollars are managed responsibly, expenditures are publicly accountable, and voter-approved funds are used only for their intended purposes.
- DCSD's citizen-elected Board of Education reviews and approves all district budgets and provides fiscal oversight of the entire budget and voter-approved funds.
- DCSD has a citizen-led Mill Bond Oversight Committee and Fiscal Oversight Committees that help ensure that taxpayer dollars are spent as promised.
- DCSD's award-winning Budget and Accounting departments are responsible for accurate financial planning, reporting and analysis.

COST TO TAXPAYERS

Additional funding via a potential MLO would cost residential taxpayers approximately **$33.70** per year (about $2.81 per month) for every **$100,000** in home value.

Questions?

City of Castle Pines, Colorado
Minutes

Mayor
Tracy Engerman

City Clerk
Tobi Duffey

City Council

District 1
Chris Eubanks
Deborah Mulvey

District 2
Ron Cole
Kori Salazar

District 3
Geoff Blue
Nate Winegar

REGULAR MEETING OF THE CITY COUNCIL
7404 Yorkshire Drive, Castle Pines, CO 80108
Tuesday, August 25, 2026, 6:30 p.m.

- **CALL TO ORDER**
  The Regular meeting of the City Council of the City of Castle Pines, Colorado, was held as a hybrid virtual/electronic meeting and was called to order by Mayor Engerman at 6:30 p.m.

- **ROLL CALL**
  Those present were **Tracy Engerman, Mayor**

  Council Members: **Chris Eubanks, District 1**
  Deborah Mulvey, District 1
  Ron Cole, District 2
  Kori Salazar, District 2
  Geoff Blue, District 3
  Nate Winegar, District 3

  Also present: **Michael Penny, City Manager**
  Tobi Duffey, City Clerk
  Linda Michow, City Attorney
  Donna Ferguson, Community Development Director

- **PLEDGE OF ALLEGIANCE**
  - Mayor Engerman led the Pledge of Allegiance.

- **APPROVAL OF AGENDA**
  - The agenda was approved as presented.

- **PUBLIC COMMENT**
  - Doug Gilbert, 6947 Welford Place, spoke in opposition of the Resolution opposing an upcoming ballot measure.

- Whitney Shank, 7437 Village Square Drive, Suite 210, spoke on behalf of the Castle Pines Chamber of Commerce in favor of the approval of the Annexation Policy, the Resolution opposing a ballot measure, and the Economic Development Strategic Plan.

- **PRESENTATION OF MINUTES**
  - The August 11, 2026 City Council Meeting Minutes were approved as presented.

- **CONSENT AGENDA**
  - Resolution 26-50, A Resolution of the City Council of the City of Castle Pines, Colorado Setting a Ballot Title and Placing a Citizen-Initiated Amendment to the City of Castle Pines Home Rule Charter on the Ballot for the Coordinated Election Held on November 3, 2026
  - Resolution 26-51, A Resolution of the City Council of the City of Castle Pines, Colorado Setting Ballot Title and Placing a Citizen-Initiated Amendment to the City of Castle Pines Home Rule Charter on the Ballot for the Coordinated Election Held on November 3, 2026
  - Resolution 26-52, A Resolution of the City Council of the City of Castle Pines, Colorado, Awarding a Bid and Approving a Construction Contract with LA Western Construction Management, Inc. D/B/A Nicholas Construction Inc. for the Happy Canyon Roundabout Monument Phase 1 Construction (Project No. 2026-PR-003)

- **Motion:** Council Member Eubanks moved to approve all items on the Consent Agenda as presented. Council Member Cole seconded. The motion passed 7 to 0.

- **GENERAL BUSINESS**
  - **Douglas County Sheriff's Office Update**
    - Commander Alan Stanton presented the item

  - **PUBLIC HEARING: Ordinance 26-06, An Ordinance of the City Council of the City of Castle Pines, Colorado, Amending Section 27 Site Improvement Plan of the City of Castle Pines Zoning Ordinance on Second Reading**
    - Mayor Engerman opened the Public Hearing at 6:48 p.m.
    - Donna Ferguson, Community Development Director, presented the item.

- **Motion:** Council Member Eubanks raised a Point of Order that the questions being asked were not germane to the topic at hand. Mayor Engerman ruled the Point of Order was well taken, and the period for Council questions was closed.

  - Mayor Engerman opened the Public Comment at 7:18 p.m.

    - Doug Gilbert, 6947 Welford Place, spoke on behalf of HOA 1 and stated the comprehensive plan elements should be left in the process, wants a holistic review, and requests an amendment to the ordinance.

    - Whitney Shank, 7437 Village Square Drive, Suite 210, spoke on behalf of the Castle Pines Chamber of Commerce in support of Ordinance 26-06 and noted it provides a clear and predictable process.

  - Mayor Engerman closed the Public Comment at 6:54 p.m.

- **Motion:** Council Member Mulvey raised a Point of Order that the discussion was not relevant to the topic at hand. Mayor Engerman ruled the Point of Order was not well taken.

- **Motion:** Council Member Salazar moved to adopt Ordinance 26-06, An Ordinance of the City Council of the City of Castle Pines, Colorado, Amending Section 27 Site Improvement Plan of the City of Castle Pines Zoning Ordinance on Second Reading. Council Member Cole seconded. The motion passed 6 to 1 with Council Member Mulvey voting against.

- Mayor Engerman called for a 10 minute recess at 7:31 p.m.

- Mayor Engerman reconvened the meeting at 7:41 p.m.

- **Resolution 26-49, A Resolution of the City Council of the City of Castle Pines, Colorado, Adopting the City of Castle Pines Annexation Policy**

  - Donna Ferguson, Community Development Director, presented the item.

- **Motion:** Council Member Mulvey moved to approve Resolution 26-49, A Resolution of the City Council of the City of Castle Pines, Colorado, Adopting the City of Castle Pines Annexation Policy with a minor addition of the three words "and open space" to the end of Section C3. Council Member Eubanks seconded. The motion passed 7 to 0.

- **Resolution 26-53, A Resolution of the City Council of the City of Castle Pines, Colorado Expressing Opposition to a Ballot Measure, Which Would Amend the City Charter to Require Voter Approval for Certain Annexations in Excess of Twenty Acres**

- **Motion:** Council Member Eubanks moved to approve Resolution 26-53, A Resolution of the City Council of the City of Castle Pines, Colorado expressing opposition to a Ballot Measure, which would amend the City Charter to require voter approval for certain annexations in excess of twenty acres. Council Member Cole seconded. The motion passed 6 to 1 with Council Member Mulvey voting against.

- **Resolution 26-54, A Resolution of the City Council of the City of Castle Pines, Colorado Approving the 2026 Economic Development Strategic Plan**

    - Michael Penny, City Manager, presented the item.

- **Motion:** Mayor Pro Tem Blue moved to approve Resolution 26-54, A Resolution of the City Council of the City of Castle Pines, Colorado Approving the 2026 Economic Development Strategic Plan. Council Member Salazar seconded. The motion passed 7 to 0.

- **COMMENTS/REPORTS**
- **City Manager's Report**
  View video recording here:
  https://castlepines.granicus.com/player/clip/1106?meta_id=49904

- **Council Member Reports**
    - **Mayor Pro Tem Blue**
      View video recording here:
      https://castlepines.granicus.com/player/clip/1106?meta_id=49906

    - **Council Member Cole**
      No report presented.

    - **Council Member Eubanks**
      No report presented.

    - **Council Member Mulvey**
      View video recording here:

https://castlepines.granicus.com/player/clip/1106?meta_id=49909

- **Council Member Salazar**
  View video recording here:
  https://castlepines.granicus.com/player/clip/1106?meta_id=49910

- **Council Member Winegar**
  View video recording here:
  https://castlepines.granicus.com/player/clip/1106?meta_id=49911

- **Mayor's Report**
  View video recording here:
  https://castlepines.granicus.com/player/clip/1106?meta_id=49912

- **ADJOURNMENT**
- Mayor Engerman adjourned the regular meeting at 8:57 p.m.

MINUTES SUBMITTED: APPROVED:

______________________________ _________________________

Tobi Duffey, MMC, City Clerk Tracy Engerman, Mayor

ORDINANCE NO. 26-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, AMENDING ARTICLE 1 OF CHAPTER 2 OF THE CASTLE PINES MUNICIPAL CODE REGARDING CAMPAIGN CONTRIBUTION LIMITS

WHEREAS, the City of Castle Pines ("City") is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City's Home Rule Charter ("City Charter"); and

WHEREAS, Article 1 of Chapter 2 of the Castle Pines Municipal Code addresses matters covered by Article XXVIII of the Colorado Constitution, entitled *Campaign and Political Finance* ("Article XXVIII"), and Title 1, Article 45 of the Colorado Revised Statutes, known as *The Fair Campaign Practices Act* ("FCPA"); and

WHEREAS, A; and

WHEREAS, the City Council has determined, as a home rule municipality, that it is not in the best interest of the City to be governed by state-dictated municipal campaign contribution limits; and

WHEREAS, the City Council further desires to clarify that campaign contributions made in relation to City elections shall be reported to the City Clerk as set forth in Section 1-45-109, C.R.S.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. **Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council for all purposes.

Section 2. **Amendment to Section 2-1-40.** Section 2-1-40 of Chapter 2 of the Castle Pines Municipal Code is amended to add a new subsection (a) as shown in ALL CAPS to read as follows and to retain and renumber the existing subsections (a) through (i) accordingly:

Sec. 2-1-40. Municipal campaign finance.

(A) APPLICABLE LAW FOR CAMPAIGN FINANCE IN CITY ELECTIONS. EXCEPT TO THE EXTENT THAT A DIRECT AND IRRECONCILABLE CONFLICT WITH THE PROVISIONS OF THIS ARTICLE EXISTS, IN WHICH CASE THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL, ARTICLE XXVIII OF THE COLORADO CONSTITUTION AND THE FAIR CAMPAIGN PRACTICES ACT (C.R.S. SECTION 1-45-101 ET SEQ.), AS SUCH PROVISIONS MAY BE AMENDED FROM TIME TO TIME AND AS SUCH PROVISIONS ARE APPLICABLE TO

MUNICIPAL ELECTIONS, SHALL APPLY TO AND GOVERN ALL CITY ELECTIONS.

__Section 3__. __New Section 2-1-50__. Article 1 of Chapter 2 of the Castle Pines Municipal Code is amended to add a new section 2-1-50 to read in full as follows:

Sec. 2-1-50. - Campaign contribution limits and reporting.

(a) Municipal campaign contribution limits.

1. Candidate campaign contributions, including contributions in kind, are limited to two thousand dollars ($2,000.00) per person per candidate committee. This limitation does not apply to contributions made by a candidate to the candidate's own candidate committee.

2. Issue campaign contributions, including contributions in kind, are limited to ten thousand dollars ($10,000.00) per person per issue.

(b) The contribution and contribution in kind limits of this Section shall apply on a per election basis.

(c) No person shall solicit, or cause to be solicited, contributions or contributions in kind to a candidate campaign or issue campaign from a City employee while on City owned or leased property or while the City employee is on duty.

(d) For the purposes of this Section, the following words shall have the following meanings:

Candidate means any person who seeks election to any City office which is to be voted for in the City at any election. A person is a candidate if the person has filed a nominating petition for public office in a nonpartisan election, has been chosen to fill any vacancy or has publicly announced an intention to seek election for public office, and has received a contribution or made an expenditure in support of the candidacy.

Contribution means:

1. The payment, loan, pledge, gift, or advance of money, or guarantee of a loan, made to any candidate committee, issue committee, political committee, or small donor committee;

2. Any payment made to a third party for the benefit of any candidate committee, issue committee, political committee, or small donor committee;

3. The fair market value of any gift or loan of property made to any candidate committee, issue committee, political committee, or small donor committee;

4. Anything of value given, directly or indirectly, to a candidate for the purpose of promoting the candidate's nomination, retention, recall, or election.

Contribution does not include services provided without compensation by individuals volunteering their time on behalf of any candidate, candidate committee, political committee, small donor committee, or issue committee. Contribution also does not include a transfer by a membership organization of a portion of a member's dues to a small donor committee or political committee sponsored by the membership organization, or payments by a corporation or labor organization for the costs of establishing, administering, and soliciting funds from its own employees or members for a political committee or small donor committee.

Contribution in kind means a gift or loan of any item of real or personal property, other than money, made to or for any candidate committee, issue committee, political committee, or small donor committee for the purpose of influencing the passage or defeat of any issue or the nomination, retention, election or defeat of any candidate. Personal services are a contribution in kind by the person paying compensation therefor; volunteer services are not included. *Contribution in kind* does not include an endorsement of candidacy or issue by any person. In determining the value to be placed on contributions in kind, a reasonable estimate of fair market value shall be used.

Issue means any proposition or initiated or referred measure which is to be submitted to the electors for their approval or rejection, and includes recall of an elected city official.

Person means any natural person, partnership, committee, association, corporation, labor organization, political party, or any other organization or group of persons.

(e) Committee registration and account.

1. Within ten (10) days after accepting contributions, each candidate committee, issue committee, political committee, and small donor committee shall register the committee with the City Clerk by filing a New Registration Committee Form provided by the City Clerk.

2. Each committee shall establish and maintain an account in the name of the committee at a financial institution.

3. Each committee shall report contributions received and expenditures made in accordance with this Section and on forms provided by the City Clerk.

(f) Cash, coin, and digital currency.

1. No person shall contribute cash, coin, or digital currency exceeding one hundred dollars ($100.00) in support of or in opposition to any candidate, political committee, or issue.

2. No candidate, candidate committee, small donor committee, issue committee, or political committee shall make an expenditure in cash, coin, or digital currency exceeding

one hundred dollars ($100.00) for any purpose related to the candidate's campaign or the passage or defeat of an issue.

(g) Campaign reports. Reports required to be filed with the City Clerk must be filed no later than sixty (60) days, thirty (30) days, and fifteen (15) days before, and thirty (30) days after, the major election in election years and annually in off-election years on the first day of the month in which the anniversary of the major election occurs; except that, for a runoff election, reports must be filed no later than fifteen (15) days before and fifteen (15) days after the runoff election.

(h) Expenditures; records.

1. All expenditures made by a committee must be reported using forms provided by the City Clerk. The City may request records and receipts supporting any expenditure.

2. Each campaign finance report must include, for all expenditures:

(a) The name and address of the person or vendor paid;

(b) The date of the expenditure;

(c) The amount of the expenditure; and

(d) The type of goods or services purchased, or the purpose of the expenditure.

3. A candidate or committee shall retain all records relating to committee accounts for one hundred eighty (180) days after submitting the final report. If a complaint is filed, the candidate or committee shall retain the records until final disposition of the complaint and any consequent litigation.

(i) Anonymous contributions. The name and address of a person making contributions of less than twenty dollars ($20.00) need not be reported. Anonymous contributions of any amount are strongly discouraged.

(j) Disposition of unexpended campaign funds.

1. Unexpended campaign funds held by a candidate committee or issue committee shall not be used for personal expenses or entertainment expenses, but may be disposed of only as follows:

(a) Returned to the contributors;

(b) Retained by the committee for use by the candidate in a subsequent campaign for any nonpartisan office with the City of Castle Pines;

(c) Donated to a charitable organization recognized by the Internal Revenue Service; or

(d) Used for political issue education, including obtaining information from or providing information to the electorate.

2. Unexpended contributions held by an issue committee, small donor committee, or political committee may be donated to a charitable organization recognized by the Internal Revenue Service or returned to the contributors.

Section 4. **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. **Codification Amendments.** The codifier of the City's Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Castle Pines Municipal Code.

Section 6. **Safety Clause.** The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 7. **Publication and Effective Date.** The City Clerk is hereby directed to cause publication of this Ordinance in accordance with Section 6.5 of the Charter. This Ordinance shall be effective thirty (30) days after final publication on the City's official website and posting at the City Clerk's office pursuant to Section 1-3-40 of the Municipal Code.

INTRODUCED, READ, AND PASSED ON FIRST READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THE 22ND DAY OF SEPTEMBER, 2026.

READ, PASSED, AND ADOPTED ON SECOND READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THE __ DAY OF _________, 2026.

____
Tracy Engerman, Mayor

ATTEST: Approved as to form:

______________________________ _________________________________

Tobi Duffey, MMC, City Clerk Linda C. Michow, City Attorney

CERTIFICATION OF PUBLICATION

I hereby attest and certify that the within and foregoing Ordinance was introduced and read on first reading at a regular meeting of the Castle Pines City Council on September 22, 2026; published by reference by title only in the *Douglas County News-Press*, together with the statement that "[t]he complete text of all ordinances is available through the City Offices and on the City's official website"; and finally passed and adopted by the City Council on _________________, 2026 following a duly noticed public meeting and ordered published by title only, with amendments if any, one time in the *Douglas County News-Press* on _________________, 2026.

ATTEST:

____

Tobi Duffey, MMC, City Clerk

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
CastlePinesCO.gov

STAFF REPORT

TO:	Mayor and Members of City Council
FROM:	Tobi Duffey, City Clerk
DATE:	September 22, 2026
RE:	Ordinance 26-07, An Ordinance of the City Council of the City of Castle Pines, Colorado, Amending Article 1 of Chapter 2 of the Castle Pines Municipal Code Regarding Campaign Contribution Limits on First Reading

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Policy Question: Does City Council support clarifications and changes to the City of Castle Pines Campaign Finance rules?

Background: Although County and State elections are guided by Colorado Revised Statutes (C.R.S.) Title 1, municipal elections are guided by C.R.S. Title 31. All elections are subject to the Colorado Fair Campaign Practices Act (FCPA) which regulates how candidates and committees raise, spend, and disclose campaign funds. In a municipal election, required submissions are made directly to the City Clerk of the municipality.

House Bill 23-1245 enacted limits on municipal office candidate contributions and set the maximum amount as $400.00 per election from any one person, including a political party, and excluding a small donor committee. The bill also set the maximum amount from a small donor committee per election to $4,000.00.

Staff Analysis: As a Home Rule municipality, Castle Pines has the ability to set contribution limits for municipal elections. Staff reviewed the limits in surrounding municipalities and proposes the following contribution limits:

- Maximum Contribution to a Candidate Committee: Aggregate contribution (including in-kind contributions) raised to a maximum of $2,000.00 from one person.

- Maximum Contribution by a Candidate to their own candidate committee: No limit.

- Maximum Contribution to an Issue Committee: Aggregate contribution (including in-kind contributions) raised to a maximum of $10,000.00 from one person.

- Maximum Contribution to a Political Committee: Aggregate contribution (including in-kind contributions) of $2,000 from one person.

Additionally, in an effort to standardize and clarify FCPA procedures for Castle Pines, Ordinance 26-07 addresses the following:

- Committee Registration and Account
- Cash, Coin, and Digital Currency Contributions and Expenditures
- Campaign Reporting Deadlines
- Expenditure Records
- Anonymous Contributions
- Disposition of Unexpended Funds

Fiscal Impact: Ordinance 26-07 has no financial impact.

Staff Recommendation: Staff recommends approval of Ordinance 26-07 on first reading.

Proposed Motion: I MOVE TO APPROVE ORDINANCE 26-07, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, AMENDING ARTICLE 1 OF CHAPTER 2 OF THE CASTLE PINES MUNICIPAL CODE REGARDING CAMPAIGN CONTRIBUTION LIMITS ON FIRST READING.

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
CastlePinesCO.gov

STAFF REPORT

TO: Mayor and Members of City Council

FROM: Lisa Roemhildt, Senior Planner

DATE: September 22, 2026

RE: Ordinance 26-08, An Ordinance of the City Council of the City of Castle Pines, Colorado Approving the Conveyance of Certain Recreation Properties from the Castle Pines North Metropolitan District to the City of Castle Pines Pursuant to the Intergovernmental Agreement Between the City of Castle Pines and the Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties on First Reading

---

Policy Question: Does City Council support the adoption of Ordinance No. 26-08, which would authorize the conveyance of several recreation properties from the Castle Pines North Metro District (CPNMD) to the City?

Background: In March 2023, the City Council approved an intergovernmental agreement (IGA) with CPNMD where the City and CPNMD agreed to transfer ownership and operations of the District's parks, open space, trails, recreation facilities, buildings and associated improvements, and fixtures from CPNMD to the City subject to, among other terms, the City receiving voter authorization to impose a property tax of 12 mills to fund the City's obligations. The City was successful in passing ballot measure 2F, and voters approved a 12-mill property tax for maintenance and capital improvements to parks, recreation, open space, and trails.

In July 2024, an amendment to the IGA was approved, which authorized the necessary survey and engineering work to complete the administrative tasks of accurately identifying the properties, creating and developing the necessary water and sewer easements, and presenting those documents for approval. As part of the process to identify the properties to be conveyed to the City, it was discovered that some properties would require a replat in order for CPNMD to maintain ownership of its water and sewer infrastructure while being able to convey any park, open space, trail, recreation facilities, buildings and associated improvements, and fixtures to the City.

Staff Analysis: Through Resolution 26-42 through 26-47, City Council approved the replat applications necessary to subdivide the remaining CPNMD properties. The approved replats place the applicable open space and water and sewer infrastructure on separate tracts, allowing CPNMD to retain its utility infrastructure while conveying the remaining open space tracts to the City in accordance with the IGA.

The newly created tracts proposed for conveyance to the City total approximately 76.37 acres and include:

- Tract R1, Romar West 3rd Amendment
- Tract E-1, CPN No. 27, 7th Amendment
- Tracts G1-1 and Tract CC1-1, CPN No. 27, 8th Amendment
- Tract A-1 and Tract A-3, CPN No. 17A , 1st Amendment
- Tract A, CPN No. 30
- Tracts C-1 and C-3, CPN No. 16, 1st Amendment

Approval of Ordinance 26-08 will allow the City to accept ownership of these tracts and complete this portion of the property transfer contemplated by the IGA.

Fiscal Impact: Upon conveyance, the City will assume ownership and maintenance responsibility for approximately 76.37 acres of open space, including existing open space and associated drainage infrastructure. The costs associated with maintaining and improving these properties are anticipated to be funded through the 12-mill property tax authorized by voters through Ballot Measure 2F.

Staff Recommendation: Based on the terms of the IGA between the City and CPNMD and the findings described herein, staff recommends that the City Council approve Ordinance 26-08.

Proposed Motion: "I MOVE TO APPROVE ORDINANCE 26-08, ORDINANCE 26-08, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING THE CONVEYANCE OF CERTAIN RECREATION PROPERTIES FROM THE CASTLE PINES NORTH METROPOLITAN DISTRICT TO THE CITY OF CASTLE PINES PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION PROPERTIES ON FIRST READING."

ORDINANCE NO. 26-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING THE CONVEYANCE OF CERTAIN RECREATION PROPERTIES FROM THE CASTLE PINES NORTH METROPOLITAN DISTRICT TO THE CITY OF CASTLE PINES PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION PROPERTIES

WHEREAS, the City of Castle Pines (“City”) is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City’s Home Rule Charter (“City Charter”); and

WHEREAS, Section 14.6 of the City Charter provides that the City Council by ordinance may purchase, sell or exchange any interest in real property; and

WHEREAS, the Castle Pines North Metropolitan District ("District") was formed and exists as a special district pursuant to § 32-1-101, *et seq.*, C.R.S., for the purpose of providing certain public improvements, facilities, and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, the District's boundaries are located entirely within the corporate limits of the City; and

WHEREAS, the District is the owner of certain parks, open space, trails and associated improvements and fixtures ("Recreation Properties"); and

WHEREAS, the City and the District (collectively, the “Parties”) entered into that certain Intergovernmental Agreement between the City of Castle Pines and Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties dated March 28, 2023, as amended, (“IGA”) to memorialize the District’s intent to assign and delegate all responsibility for the Recreation Properties to the City and convey all of the real and personal property interests related to the Recreation Properties to the City and the City’s concomitant obligation to assume all ownership and park maintenance responsibility for the same; and

WHEREAS, pursuant to the IGA, the District conveyed certain Recreation Properties to the City, while retaining certain tracts that hold service facilities and improvements that will continue to be maintained by the District (“Facility Tracts”); and

WHEREAS, to further subdivide the Recreation Properties and Facility Tracts pursuant to the IGA, the City Council approved those certain subdivision plats described in **Exhibit A** attached hereto; and

WHEREAS, the District Board has authorized the conveyance to the City of those newly created Recreation Properties legally described in **Exhibit A**, attached hereto (the "New Recreation Properties"); and

WHEREAS, the City Council wishes to approve the acceptance of the New Recreation Properties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, ORDAINS:

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference for all purposes and are adopted as findings and determinations of the City Council.

Section 2. Execution of Documents. The City Manager is authorized to execute all documents associated with the City's acceptance of ownership of the New Recreation Properties after review and approval of such documents as to form by the Office of the City Attorney. The City Manager is further authorized to enter into and execute, in forms approved by the District's legal counsel and the City Attorney, easement agreements on any of the New Recreation Properties for the District to access, maintain, improve, construct or repair the District's facilities.

Section 3. Acceptance of Properties. The City Council hereby accepts for ownership, by quit claim deed, special warranty deed, or bargain and sale deed, as deemed necessary by the City Attorney, the New Recreation Properties in accordance with the terms of the IGA.

Section 4. Maintenance Responsibilities of City Limited to Recreation. By acceptance of the New Recreation Properties, the City assumes responsibility for ownership and maintenance of the New Recreation Properties, including mowing, trimming, clipping, weed control, trail maintenance, debris removal, pavement maintenance, pedestrian lighting, erosion control, irrigation, irrigation system maintenance, seeding, planting, spraying, trash and litter control and removal, hardscape maintenance, drainage system maintenance, regular playground inspections, and snow removal. Except as may be expressly assumed in writing by the City, the City does not assume ownership or maintenance obligations of any other improvements existing in or upon the New Recreation Properties that are maintained by others, including the District, pursuant to easements, licenses and other written agreements, including but not limited to retaining walls, fences, water and wastewater infrastructure, and similar improvements.

Section 5. No Waiver or Release of Claim. The City does not by this Ordinance waive or release any claim to the transfer or conveyance of other property not described by this Ordinance. Further, this Ordinance shall not be interpreted as a representation by the City that all transfers of properties identified in the IGA have been completed.

Section 6. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 7. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded.

Section 8. Publication and Effective Date**.** The City Clerk is hereby directed to cause publication of this Ordinance in accordance with Section 6.5 of the Charter. This Ordinance shall be effective thirty (30) days after final publication on the City's official website and posting at the City Clerk's office pursuant to Section 1-3-40 of the Municipal Code.

INTRODUCED, READ, AND PASSED ON FIRST READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THE ____ DAY OF __________ 2026.

READ, PASSED, AND ADOPTED ON SECOND READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THE ____ DAY OF ____________ 2026.

____
Tracy Engerman, Mayor

ATTEST: Approved as to form:

______________________________ __________________________________
Tobi Duffey, MMC, City Clerk Linda C. Michow, City Attorney

CERTIFICATION OF PUBLICATION

I hereby attest and certify that the within and foregoing Ordinance was introduced and read on first reading on **______________**, 2026; published by title only in the *Douglas County News-Press,* together with the statement that "[t]he complete text of the ordinance is available through the City Clerk's office and on the City's official website with second reading and public hearing to be held on **_____________**, 2026"; and finally passed and adopted by the City Council on **_____________**, 2026, following a duly noticed public hearing and published on the City's official website and posted at the City Clerk's office on _________, 2026.

ATTEST:

____
Tobi Duffey, MMC, City Clerk

EXHIBIT A
Legal Descriptions of New Recreation Properties

Tract R1, Romar West, 3rd Amendment, according to the plat thereof recorded on August 20, 2026, at Reception No. 2026042158 in the Clerk and Recorder's Office, County of Douglas, State of Colorado.

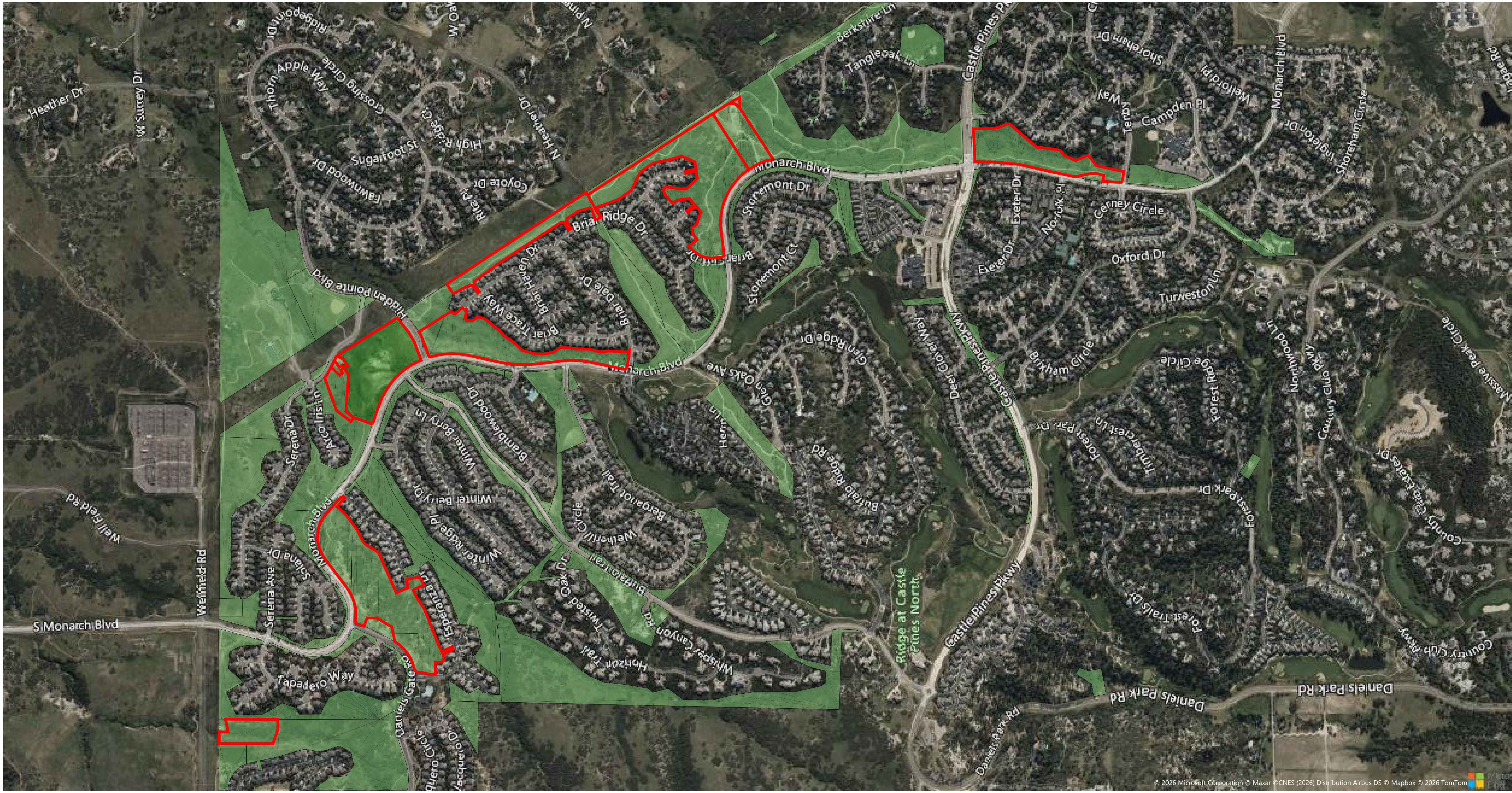
Tract E-1, Castle Pines North Filing No. 27, 7th Amendment, according to the plat thereof recorded on August 20, 2026, at Reception No. 2026042161 in the Clerk and Recorder's Office, County of Douglas, State of Colorado.

Tract G1-1 and Tract CC1-1, Castle Pines North Filing No. 27, 8th Amendment, according to the plat thereof recorded on August 20, 2026, at Reception No. 2026042157 in the Clerk and Recorder's Office, County of Douglas, State of Colorado.

Tract A-1 and Tract A-3, Castle Pines North Filing No. 17A, 1st Amendment, according to the plat thereof recorded on August 20, 2026, at Reception No. 2026042162 in the Clerk and Recorder's Office, County of Douglas, State of Colorado.

Tract A, Castle Pines North Filing No. 30, according to the plat thereof recorded on August 20, 2026, at Reception No. 2026042159 in the Clerk and Recorder's Office, County of Douglas, State of Colorado.

Tract C-1 and Tract C-3, Castle Pines North Filing No. 16, 1st Amendment, according to the plat thereof recorded on August 20, 2026, at Reception No. 2026042160 in the Clerk and Recorder's Office, County of Douglas, State of Colorado.



PARCELS TO BE TRANSFERRED FROM DISTRICT TO CITY

NOT TO SCALE

1. THIS EXHIBIT IS TO DEMONSTRATE THE APPROXIMATE LOCATION OF PARCELS WHICH WILL BE TRANSFERRED FROM THE CASTLE PINES NORTH METRO DISTRICT TO THE CITY OF CASTLE PINES NORTH.
2. THIS IS NOT A LEGAL EXHIBIT. THE APPROPRIATE LEGAL DESCRIPTIONS, EXHIBITS, AND OTHER REQUIRED DOCUMENTS WILL BE PROVIDED SEPARATELY
3. PREPARED BY LEVEL ENGINEERING FOR INFORMATIONAL PURPOSES ONLY

CLIENT DETAILS

CASTLE PINES NORTH METRO DISTRICT

SCALE	DATE	DRAWN BY	CHECKED BY
NTS	09/11/26	WCP	JDB

LEVEL ENGINEERING AND INSPECTION

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
CastlePinesCO.gov

STAFF REPORT

TO: Mayor and Members of City Council

FROM: Lisa Roemhildt, Senior Planner

DATE: September 22, 2026

RE: Ordinance 26-09, An Ordinance of the City Council of the City of Castle Pines, Colorado, Approving The Conveyance of Certain Tracts of Land to the Castle Pines North Metropolitan District Pursuant to the Intergovernmental Agreement Between the City of Castle Pines and the Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties on First Reading

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Policy Question: Does City Council support the adoption of Ordinance 26-09, authorizing the conveyance of Tract H2-1, Castle Pines North No. 27, 8th Amendment, and Tract A-2, Castle Pines North No. 17A, 1st Amendment, from the City to the Castle Pines North Metropolitan District (CPNMD)?

Background: In March 2023, the City Council approved an intergovernmental agreement (IGA) with CPNMD where the City and CPNMD agreed to transfer ownership and operations of the District's parks, open space, trails, recreation facilities, buildings and associated improvements, and fixtures from CPNMD to the City subject to, among other terms, the City receiving voter authorization to impose a property tax of 12 mills to fund the City's obligations. The City successfully passed ballot measure 2F, and voters approved a 12-mill property tax for maintenance and capital improvements to parks, recreation, open space, and trails.

In July 2024, an amendment to the IGA was approved, which authorized the necessary survey and engineering work to complete the administrative tasks of accurately identifying the properties, creating and developing the necessary water and sewer easements, and presenting those documents for approval. As part of the process to identify the properties to be conveyed to the City, it was discovered that some properties would require a replat in order for CPNMD to maintain ownership of its water and sewer infrastructure while being able to convey any park, open space, trail, recreation facilities, buildings and associated improvements, and fixtures to the City.

Staff Analysis: Through Resolutions 26-44 and 26-45, City Council approved the replat applications for Castle Pines North No. 27, 8th Amendment and Castle Pines North No. 17A, 1st Amendment. The approved replats established the following tracts:

- **Castle Pines North No. 27, 8th Amendment:** Tracts G1-1 and CC1-1, totaling approximately 12.97 acres, were created for open space and drainage purposes and are to be owned and maintained by the City. Tract H2-1, totaling approximately 0.35 acres, was created for utility purposes and is to be owned and maintained by CPNMD.
- **Castle Pines North No. 17A, 1st Amendment:** Tracts A-1 and A-3, totaling approximately 17.30 acres, were created for open space and drainage purposes and are to be owned and maintained by the City. Tract A-2, totaling approximately 4.08 acres, was created for utility purposes and is to be owned and maintained by CPNMD.

The properties included in these replats were previously owned by both the City and CPNMD. As a result of the new tract boundaries, portions of the newly created utility tracts include property in which the City currently holds an ownership interest. Ordinance 26-09 would authorize the City to convey its interest in those portions of Tracts H2-1 and A-2 to CPNMD, thereby aligning ownership of the newly created utility tracts with the ownership and maintenance responsibilities established through the replats and contemplated under the aforementioned IGA.

Fiscal Impact: Approval of Ordinance 26-09 is not anticipated to have a fiscal impact on the City. The conveyance will transfer the City's ownership interest in portions of the newly created utility tracts to CPNMD, which will own and maintain the associated water and sewer infrastructure. No new maintenance obligations will be assumed by the City as a result of this action.

Staff Recommendation: Based on the terms of the IGA between the City and CPNMD and the findings described herein, staff recommends that the City Council approve Ordinance 26-09.

Proposed Motion: "I MOVE TO APPROVE ORDINANCE 26-09, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING THE CONVEYANCE OF CERTAIN TRACTS OF LAND TO THE CASTLE PINES NORTH METROPOLITAN DISTRICT PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION PROPERTIES ON FIRST READING."

ORDINANCE NO. 26-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING THE CONVEYANCE OF CERTAIN TRACTS OF LAND TO THE CASTLE PINES NORTH METROPOLITAN DISTRICT PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE CASTLE PINES NORTH METROPOLITAN DISTRICT REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION PROPERTIES

WHEREAS, the City of Castle Pines ("City") is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City's Home Rule Charter ("City Charter"); and

WHEREAS, Section 14.6 of the City Charter provides that the City Council by ordinance may purchase, sell or exchange any interest in real property; and

WHEREAS, the Castle Pines North Metropolitan District ("District") was formed and exists as a special district pursuant to § 32-1-101, *et seq.*, C.R.S., for the purpose of providing certain public improvements, facilities, and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, the District's boundaries are located entirely within the corporate limits of the City; and

WHEREAS, the District was the owner of certain parks, open space, trails and associated improvements and fixtures ("Recreation Properties"); and

WHEREAS, the City and the District (collectively, the "Parties") entered into that certain Intergovernmental Agreement between the City of Castle Pines and Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties dated March 28, 2023, as amended, ("IGA") to memorialize the District's intent to assign and delegate all responsibility for the Recreation Properties to the City and convey all of the real and personal property interests related to the Recreation Properties to the City and the City's concomitant obligation to assume all ownership and park maintenance responsibility for the same; and

WHEREAS, pursuant to the IGA, the District conveyed certain Recreation Properties to the City, while retaining certain tracts that hold service facilities and improvements that will continue to be maintained by the District ("Facility Tracts"); and

WHEREAS, to further subdivide certain parcels of the Recreation Properties that were conveyed to the City and retained by the District to further create Facility Tracts to be owned by the District pursuant to the IGA, the District and City have submitted that certain final plat titled

Castle Pines North Filing No. 27, 8th Amendment, approved by City Council on July 28, 2026, with a copy thereof recorded in the real property records of Douglas County, Colorado, on August 20, 2026 at Reception No. 2026042157 (the "CPN 27, 8th Amend"), and that certain final plat titled Castle Pines North Filing No. 17A, 1st Amendment, approved by City Council on July 28, 2026, with a copy thereof recorded in the real property records of Douglas County, Colorado, on August 20, 2026 at Reception No. 2026042162 (the "CPN 17A, 1st Amend"); and

WHEREAS, the City Council finds that Tract H2-1 of CPN 27, 8th Amend, and Tract A-2 of CPN 17A, 1st Amend (together, the "Tracts") are Facility Tracts to be owned by the District; and

WHEREAS, the City Council desires to approve the quitclaim of any interest the City holds or may have in the Tracts to the District; and

WHEREAS, the City Council desires to authorize the Mayor to execute a quitclaim deed to complete the transfer of the Tracts to the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, ORDAINS:

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference for all purposes and are adopted as findings and determinations of the City Council.

Section 2. Quitclaim Deed. The City Council hereby approves the conveyance and transfer of the Tracts to the District by quitclaim deed or bargain and sale deed, without warranties, in a form approved by the City Attorney.

Section 3. Execution of Documents. The Mayor and City Clerk are authorized to execute the deeds in a form approved by the City Attorney to transfer the City's interests in the Tracts to the District.

Section 4. No Waiver or Release of Claim. The City does not by this Ordinance waive or release any claim to the transfer or conveyance of other property not described by this Ordinance. Further, this Ordinance shall not be interpreted as a representation by the City that all transfers of properties identified in the IGA have been completed.

Section 5. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded.

Section 7. Publication and Effective Date**.** The City Clerk is hereby directed to cause publication of this Ordinance in accordance with Section 6.5 of the Charter. This Ordinance shall be effective thirty (30) days after final publication on the City's official website and posting at the City Clerk's office pursuant to Section 1-3-40 of the Municipal Code.

INTRODUCED, READ, AND PASSED ON FIRST READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THE ____ DAY OF __________ 2026.

READ, PASSED, AND ADOPTED ON SECOND READING, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO THE ____ DAY OF ____________ 2026.

____
Tracy Engerman, Mayor

ATTEST: Approved as to form:

________________________________ ________________________________
Tobi Duffey, MMC, City Clerk Linda C. Michow, City Attorney

CERTIFICATION OF PUBLICATION

I hereby attest and certify that the within and foregoing Ordinance was introduced and read on first reading on ______________, 2026; published by title only in the *Douglas County News-Press*, together with the statement that "[t]he complete text of the ordinance is available through the City Clerk's office and on the City's official website with second reading and public hearing to be held on _____________, 2026"; and finally passed and adopted by the City Council on _____________, 2026, following a duly noticed public hearing and published on the City's official website and posted at the City Clerk's office on _________, 2026.

ATTEST:

____
Tobi Duffey, MMC, City Clerk

PARCELS TO BE TRANSFERRED FROM CITY TO DISTRICT

NOT TO SCALE

1. THIS EXHIBIT IS TO DEMONSTRATE THE APPROXIMATE LOCATION OF PARCELS WHICH WILL BE TRANSFERRED FROM THE CASTLE PINES NORTH METRO DISTRICT TO THE CITY OF CASTLE PINES NORTH.
2. THIS IS NOT A LEGAL EXHIBIT. THE APPROPRIATE LEGAL DESCRIPTIONS, EXHIBITS, AND OTHER REQUIRED DOCUMENTS WILL BE PROVIDED SEPARATELY
3. PREPARED BY LEVEL ENGINEERING FOR INFORMATIONAL PURPOSES ONLY

CLIENT DETAILS			
CASTLE PINES NORTH METRO DISTRICT			
SCALE	DATE	DRAWN BY	CHECKED BY
NTS	09/11/26	WCP	JDB

LEVEL ENGINEERING AND INSPECTION

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
castlepinesco.gov

CITY COUNCIL COMMUNICATION FORM
ACTION ITEM

TO: Mayor Engerman and Members of the City Council

FROM: Jay Rowe, Public Works Operations Manager

DATE: September 22, 2026

RE: Resolution 26-55, 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 Colorado Designscapes, Inc. for the 2026-2027 Snow Removal Season

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Policy Question: Does the City Council support the approval of a professional services agreement (PSA) with Colorado Designscapes, Inc., as the City's primary contractor for snow and ice control operations during the 2026-2027 winter season?

Background: Snow and ice control operations are essential to maintaining safe travel conditions for residents, emergency services, and the traveling public and must be performed in accordance with the City's Snow and Ice Control Standards.

On September 9, 2025, the City Council of Castle Pines, Colorado, approved Resolution No. 25-38 authorizing the award of a Contract with Colorado Designscapes, Inc., for 2025-2026 snow season services. Staff solicited competitive bids through the Rocky Mountain E-Purchasing/BidNet system for snow removal and ice mitigation services within the City's public right-of-way.

Staff Analysis: Colorado Designscapes, Inc. submitted a responsive and competitive proposal that included favorable unit pricing for key materials and equipment, extensive municipal snow and ice control experience, strong references, and a detailed operational plan. The contractor has demonstrated equipment, staffing, and operational capabilities necessary to respond to winter weather events throughout the City for over a decade.

Fiscal Impact: Staff requested and reviewed Colorado Designscapes, Inc.'s updated unit pricing for the 2026-2027 snow season. Overall pricing remains consistent with the 2025-2026 season. One of the hourly plow rates increased by approximately 1.5%, while the unit price for Ice Slicer decreased by approximately 6%.

The proposed 2027 snow removal budget is $750,000.00. Since actual annual snow and ice control expenditures vary, the recommended Contract stays consistent with historical winter maintenance expenditures. Both the 2026 year-end projections and the 2027 spring projections have been utilized to determine the not-to-exceed amount of $750,000.00.

Staff Recommendation: Staff recommends that City Council approve Resolution No. 26-55, authorizing a Professional Services Agreement with Colorado Designscapes, Inc. for the 2026-2027 Snow Removal Services.

Proposed Motion: I MOVE TO ADOPT RESOLUTION No. 26-55, 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 COLORADO DESIGNSCAPES, INC. FOR THE 2026-2027 SNOW REMOVAL SEASON.

Attachments:
- Resolution 26-55
- Designscapes Colorado, Inc. Snow Removal 2026-2027 PSA

RESOLUTION NO. 26-55

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 COLORADO DESIGNSCAPES, INC., D/B/A DESIGNSCAPES COLORADO, INC., FOR SNOW REMOVAL SERVICES

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 requires snow removal services for the 2026 – 2027 snow season (the "Services"); and

WHEREAS, the Colorado Designscapes, Inc., doing business as Designscapes Colorado, Inc. (the "Contractor") has the necessary skill and expertise to perform the Services; and

WHEREAS, the City Council desires to approve a professional services agreement with the Contractor for the performance of Services (the "PSA").

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 PSA 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 such changes 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 PSA on behalf of the City when the PSA 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.

[*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 ____ IN FAVOR, ____ AGAINST AND ____ ABSENT ON THIS 22ND DAY OF SEPTEMBER, 2026.

____
Tracy Engerman, Mayor

ATTEST:

____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

____
Linda C. Michow, City Attorney

EXHIBIT A

A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND COLORADO DESIGNSCAPES, INC., D/B/A DESIGNSCAPES COLORADO, INC., FOR SNOW REMOVAL SERVICES

EXHIBIT 2

BID FORM

SNOW OPERATIONS EQUIPMENT AND MATERIAL	UNIT	BID PRICES
1 Ton 4 X 4 Pickup Truck w/Plow	HR	$97.00
Tandem Axel Dump Truck w/Plow & Material Distributor	HR	$197.25
Single Rear Axle Dump Truck w/Plow & Material Distributor	HR	N/A
Front End Loader	HR	$225.00
Road Grader AWD	HR	$277.00
Ice Slicer	TON	$180.25
Hand Labor	HR	$66.00
ATV Snowplow	HR	$89.50
Supervisor with 4 X 4 Truck	HR	$97.00
Apex (Pre-wetting of Ice Slicer)	GAL	$1.58

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
castlepinesco.gov

CITY COUNCIL COMMUNICATION FORM
ACTION ITEM

TO: Mayor Engerman and Members of City Council

FROM: Dole Grebenik, City Engineer

DATE: September 22, 2026

RE: Resolution 26-56, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Amendment to a Professional Services Agreement Between the City of Castle Pines and Alfred Benesch & Company for 2026 On-Call Engineering Services.

Policy Question: Does the City Council support the approval of an amendment to a professional services agreement (PSA) with Alfred Benesch & Company for 2026 On-Call Engineering Services?

Background: Alfred Benesch & Company serves as the City's on-call engineer in 2026 for numerous capital improvement projects, for the Pavement Maintenance Program, and for permit inspections.

Staff Analysis: Alfred Benesch & Company continues to perform well and cost-effectively year-to-date, and this amendment allows them to continue to support the City's needs through the end of the year.

Fiscal Impact: Currently, the City has spent $366,229 with Benesch for permit inspections, capital improvement construction management, assistance with the Pavement Maintenance Program, and design of the westbound Castle Pines Parkway reconstruction project. Of the $366,229 spent YTD, $147,538 is reimbursable through the various development and inspection fees.

The City has spent the remaining funds, approximately $218,691, directly on City projects. Increasing the not-to-exceed amount allows Benesch to continue supporting the existing projects and development inspections.

Staff Recommendation: Based on a cost-effective and resource-efficient performance year to date, staff recommends approval of a PSA Amendment with Alfred Benesch & Company in an amount not to exceed $650,000.

Proposed Motion: I MOVE TO ADOPT RESOLUTION NO. 26-56, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND ALFRED BENESCH & COMPANY FOR 2026 ON-CALL ENGINEERING SERVICES.

Attachments:
- Resolution No. 26-56
- Alfred Benesch & Company 2026 PSA - Amendment

RESOLUTION NO. 26-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND ALFRED BENESCH & COMPANY FOR ON-CALL ENGINEERING SERVICES

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

WHEREAS, the City entered into a professional services agreement with Alfred Benesch & Company (the "Contractor") dated January 12, 2026, pursuant to which Contractor provides on-call engineering services (the "Agreement"); and

WHEREAS, the City requires additional construction management, design, and support services to support the City's projects and developments originally identified in the Agreement (the "Additional Services"); and

WHEREAS, the City desires to amend the Agreement to increase the not-to-exceed compensation amount to Six Hundred Fifty Thousand Dollars ($650,000.00) to compensate the Contractor for the provision of the Additional Services (the "First Amendment"); and

WHEREAS, the City Council desires to approve the First Amendment and further desires to authorize the City Manager to execute the First Amendment 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 First Amendment 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 such changes to the First Amendment as may be necessary to correct any non-material errors or provisions that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the First Amendment on behalf of the City once in 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.

[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 ___ IN FAVOR, ___ AGAINST, AND ___ ABSENT THIS 22ND DAY OF SEPTEMBER, 2026.

____
Tracy Engerman, Mayor

ATTEST:

____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

____
Linda C. Michow, City Attorney

EXHIBIT A
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND ALFRED BENESCH & COMPANY

CITY OF CASTLE PINES
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: **2026 On-Call Engineering Services**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Amendment") amends that certain Agreement for Professional Services entered into by and between **Alfred Benesch & Company,** an Illinois foreign corporation with offices at 35 W. Wacker Drive Ste. 3300, Chicago, IL 60601 (the "Contractor") and the **City of Castle Pines**, a municipal corporation of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines Colorado 80108 (the "City) (collectively referred to herein as the "Parties").

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into a Professional Services Agreement dated January 12, 2026, (the "Agreement"), pursuant to which the Contractor provides on-call engineering services to the City; and

WHEREAS, the City requires Contractor to perform additional construction management, design, and support services to support the City's projects and developments originally identified in the Agreement (the "Additional Services); and

WHEREAS, the Parties desire to amend the Agreement to increase the not-to-exceed compensation amount to compensate Contractor for the Additional Services.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the City and the Contractor that the Agreement shall be amended as follows:

1.0 RECITALS. The foregoing recitals are true and correct and are incorporated into the First Amendment by this reference as though set forth in full.

2.0 AMENDED NOT-TO-EXCEED AMOUNT. The first paragraph of Section IV.A. of the Agreement shall be amended to read as follows:

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 **Six Hundred Fifty Thousand Dollars and No Cents ($650,000.00) ("Not-to-Exceed Amount")** unless a larger 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:

3.0 NO FURTHER AMENDMENTS. No other terms or conditions of the Agreement are amended hereby.

4.0 CONFLICT. This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.

5.0 COUNTERPARTS; ELECTRONIC SIGNATURE; AUTHORITY. The Parties agree that this First Amendment may be executed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by electronic signature, and that electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

6.0 EFFECTIVE DATE. This First Amendment shall be effective as of the date of mutual execution by the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

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SIGNATURE PAGES FOLLOW

THIS FIRST AMENDMENT is executed and made effective as provided herein.

CITY OF CASTLE PINES, COLORADO:

By: ___________________________________

Printed Name: ______Michael Penny______

Title: _____________City Manager_______

Date of execution: _____________________

ALFRED BENESCH & COMPANY:

By: ___________________________________

Printed Name: _________________________

Title: _________________________________

Date of execution: _____________________

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
CastlePinesCO.gov

STAFF REPORT

TO: Mayor Engerman and Members of City Council

FROM: Dole Grebenik, City Engineer

DATE: September 22, 2026

RE: Resolution 26-57, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving First Amendment to the Intergovernmental Agreement Between the City of Castle Pines and the State of Colorado, on Behalf of the Colorado Department of Transportation, Regarding Additional Funding for the I-25 and Happy Canyon Interchange

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Policy Question: Does the City Council support amending the funding agreement with the Colorado Department of Transportation (CDOT) to add additional funds to the design phase of the Happy Canyon Interchange project?

Background: When the City canceled the pedestrian bridge over I-25, federal and local funds were freed up and returned to Denver Regional Council of Governments (DRCOG). Because of the priority list DRCOG maintained under the previous funding plan, Happy Canyon Interchange was the next-priority project to receive additional funds, if any were available. Therefore, when the pedestrian bridge freed up funds, the funds were then available for the Happy Canyon Interchange project to help cover additional design costs.

The additional funds will cover the design of CDOT's bridge, applying for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant, additional design tasks, and having Jacobs provide 'design support during construction'.

Staff Analysis: Receiving these funds allows the Happy Canyon Interchange project to continue with design and to cover additional costs.

Fiscal Impact: The additional $952,500 in funds, comprising 80% federal funds and a 20% local match, increases the design phase funding from $3,297,500 to $4,250,000.

Staff Recommendation: Based on the significant benefit to the City and the project, staff recommends approving the amendment.

Proposed Motion: I MOVE TO ADOPT RESOLUTION NO. 26-57, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE STATE OF COLORADO, ON BEHALF OF THE COLORADO DEPARTMENT OF TRANSPORTATION, REGARDING ADDITIONAL FUNDING FOR THE I-25 AND HAPPY CANYON INTERCHANGE.

RESOLUTION NO. 26-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE STATE OF COLORADO, ON BEHALF OF THE COLORADO DEPARTMENT OF TRANSPORTATION, REGARDING ADDITIONAL FUNDING FOR THE I-25 AND HAPPY CANYON INTERCHANGE

WHEREAS, the City of Castle Pines ("City") is a Colorado home rule municipal corporation incorporated as of February 2008; and

WHEREAS, the City and State of Colorado, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, *et seq.*, to cooperate and contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City previously entered into that certain Intergovernmental Agreement with the State of Colorado, on behalf of the Colorado Department of Transportation (the "State"), dated February 12, 2024 (the "Agreement") to set forth each party's responsibilities regarding the provision and use of federal funding for design services related to the construction of the I-25 and Happy Canyon Interchange (the "Project"); and

WHEREAS, the City and the State desire to amend the Agreement to increase the total funding for the Project from $3,297,500.00 to $4,250,000.00 (the "First Amendment"); and

WHEREAS, the City Council desires to approve the First Amendment and further desires to authorize the City Manager to execute the First Amendment 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 First Amendment in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the First Amendment 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 First Amendment when in 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 ___ IN FAVOR, ___ AGAINST, AND ___ ABSENT THIS 22ND DAY OF SEPTEMBER, 2026.

____
Tracy Engerman, Mayor

ATTEST:

____
Tobi Duffey, CMC, City Clerk

APPROVED AS TO FORM:

____
Linda C. Michow, City Attorney

<u>EXHIBIT 1</u>
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: STU 0252-512 (25535)**

Signature and Cover Page

State Agency
Department of Transportation

Amendment Routing Number
24-HA1-XC-00250-M0001

Local Agency
THE CITY OF CASTLE PINES

Original Agreement Routing Number 24-HA1-XC-00250

Agreement Maximum Amount
$4,250,000.00

Agreement Effective Date
February 12, 2024

Agreement Expiration Date
October 25, 2033

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

LOCAL AGENCY
THE CITY OF CASTLE PINES

By:______________________________
*Signature

Name:__________________________
(Print Name)

Title:_____________________________

Date:____________________________

2nd SIGNATURE (IF NECESSARY)
THE CITY OF CASTLE PINES

By:______________________________
*Signature

Name:__________________________
(Print Name)

Title:_____________________________

Date:____________________________

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

____
Keith Stefanik, P.E., Chief Engineer

Date: __________________________

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

____
By: Colorado Department of Transportation

Amendment Effective Date: __________________

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for the I-25 Happy Cnyn 1601 Pre-NEPA Addl Funds project. The Parties now desire to increase the funding.

5) MODIFICATIONS

a) Increase funding from $3,297,500.00 to $4,250,000.00.
b) Exhibit C-2 will be replaced with the attached Exhibit C-3. Any reference in the Original Agreement to any prior Exhibit C will be a reference to Exhibit C-3.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT C-3 - FUNDING PROVISIONS

The City of Castle Pines – STU 0252-512 (25535)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $4,250,000.00, which is to be funded as follows:

1. FUNDING

a.	Federal Funds (80% of STBG Award)	$3,400,000.00
b.	Local Agency Funds (20% of STBG Award)	$850,000.00
	TOTAL FUNDS ALL SOURCES	**$4,250,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22530000Y230CO0252512 693JJ22530000Y041CO0252512
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	K16RAXMN1N87
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
	Surface Transportation Block Grant Program	ALN 20.287
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$2,638,000.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted		$3,400,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs		$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80%**	**$3,400,000.00**
	TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**20%**	**$850,000.00**
	TOTAL PROJECT ESTIMATED FUNDING	**100%**	**$4,250,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$4,250,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$4,250,000.00**

Note: Only $3,297,500.00 in Design funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment. Phase Performance Period End Dates are updated for effected Phases only.

Design 3020		
WBS Element 25535.10.30	Performance Period Start*/End Date 03/21/2024-10/31/2027	$3,297,500.00

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $4,250,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $4,250,000.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $4,250,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $3,400,000.00. For CDOT accounting purposes, the federal funds of $3,400,000.00 and the Local Agency funds of $850,000.00 will be encumbered for a total encumbrance of $4,250,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is $4,250,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $1,000,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $1,000,000**
If the Local Agency expends less than $1,000,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. **Expenditure of $1,000,000 or more-Multiple Funding Sources**
If the Local Agency expends $1,000,000 or more in Federal funds, and the

Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

CITY OF CASTLE PINES

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
CastlePinesCO.gov

STAFF REPORT

TO: Mayor Engerman and Members of City Council

FROM: Dole Grebenik, City Engineer

DATE: September 22, 2026

RE: Resolution 26-58, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Intergovernmental Agreement Between the City of Castle Pines and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Construction, Maintenance and Operations for the Happy Canyon Road/I-25 Interchange Project

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Policy Question: Does the City Council support approving an intergovernmental agreement (IGA) with Douglas County for Happy Canyon Interchange construction project?

Background: Douglas County has a significant vested interest in the improvement to the Happy Canyon Interchange. The construction of the new interchange will not only support future development but will also facilitate regional mobility from Crowfoot Valley Road once Canyonside Boulevard connects to it. As a result, the County plans to contribute $15,250,000 toward construction of the interchange.

Staff Analysis: Staff from both the City and County worked together on this agreement to develop a plan that is beneficial and valuable to both agencies. This agreement identifies roles and responsibilities not only during construction but also during the maintenance phase. The County has been an excellent partner on this project, and this agreement serves both agencies well.

Fiscal Impact: Douglas County's $15,250,000 not only covers their proportionate share of the construction improvements, but also an additional $250,000 to cover their 50% cost responsibility of the Colorado Department of Transportation's Construction Management costs.

Staff Recommendation: City staff supports approving this agreement.

Proposed Motion: I MOVE TO ADOPT RESOLUTION 26-58, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING CONSTRUCTION, MAINTENANCE AND OPERATIONS FOR THE HAPPY CANYON ROAD/I-25 INTERCHANGE PROJECT.

RESOLUTION NO. 26-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING CONSTRUCTION, MAINTENANCE AND OPERATIONS FOR THE HAPPY CANYON ROAD / I-25 INTERCHANGE PROJECT

WHEREAS, the City of Castle Pines ("City") is a Colorado home rule municipal corporation incorporated as of February 2008; and

WHEREAS, the City and the Board of County Commissioners of Douglas County, State of Colorado, (the **"County"**), as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, *et seq*., to cooperate and contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City and the County have been working with the Colorado Department of Transportation ("CDOT") to advance the design and construction for improving the Happy Canyon Road / Interstate 25 (I-25) Interchange, and the proposed improvements will be partially located within unincorporated Douglas County and partially located within the City's jurisdictional boundary; and

WHEREAS, the City and County desire to enter into an intergovernmental agreement regarding their respective obligations and commitments for the funding, construction, maintenance and operations of the Happy Canyon Road/Interchange Project improvements ("IGA"); and

WHEREAS, the City Council desires to approve the IGA and further desires to authorize the City Manager to execute the IGA 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 IGA between the City of Castle Pines and the Board of County Commissioners of Douglas County, in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the IGA 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 IGA 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. 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 ___ IN FAVOR, ___ AGAINST, AND ___ ABSENT THIS 22ND DAY OF SEPTEMBER, 2026.

____
Tracy Engerman, Mayor

ATTEST:

____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

____
Linda C. Michow, City Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING CONSTRUCTION, MAINTENANCE AND OPERATIONS FOR THE HAPPY CANYON ROAD / I-25 INTERCHANGE PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (**"Agreement"**) is made and entered into this _________ day of ____________, **2026** (**"Effective Date"**) by and between the City of Castle Pines, Colorado, a Colorado home rule municipality with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the "**City**"), and the Board of County Commissioners of Douglas County, State of Colorado, (the **"County"**), hereinafter collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Parties, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. § 29-1-201, et seq., to cooperate or contract via intergovernmental agreement with one another; and

WHEREAS, the City and County have been working with the Colorado Department of Transportation ("CDOT") to advance the design and construction for improving the Happy Canyon Road / Interstate 25 (I-25) Interchange, and the proposed improvements will be partially located within unincorporated Douglas County and partially located within the City jurisdictional boundary; and

WHEREAS, the Parties desire to participate in funding the construction of improvements that will address the long-term safety, mobility, capacity and traffic operational needs at the Happy Canyon Road / I-25 Interchange, hereinafter referred to as the **"Project"** as more specifically described herein and illustrated in **Exhibit A**; and

WHEREAS, construction is currently estimated to cost approximately **$42,000,000.00** to construct the **Project**; and

WHEREAS, CDOT currently owns, maintains and operates the existing Happy Canyon Road / I-25 Interchange; and

WHEREAS, as part of this **Project**, CDOT plans to transfer operation and maintenance responsibilities for specific interchange elements to the City utilizing a separate asset transfer agreement between the City and CDOT ("Asset Transfer Agreement"); and

WHEREAS, as part of the Asset Transfer Agreement between the City and CDOT, CDOT and the Statewide Bridge and Tunnel Enterprise ("BTE") will contribute an estimated **$11,000,000.00** to fund the replacement of CDOT's existing bridge that connects Happy Canyon Road over I-25; and

WHEREAS, the Parties agree that the City shall set aside **$1,000,000.00** contributed by the BTE through the Asset Transfer Agreement in a special project account to be used solely for repairs and maintenance to the Happy Canyon Road Improvements as shown in **Exhibit A**; and the remaining CDOT funds, currently estimated to be **$10,000,000.00** will be applied to construct the **Project**; and

WHEREAS, the Parties agree that Douglas County will contribute $15,250,000.00 to construct the Project; and

WHEREAS, the Parties agree to equally share the long-term cost of maintaining and repairing that segment of Happy Canyon Road between the Lagae Road Roundabout on the west side of I-25 and the east side of Lariat Drive intersection with Happy Canyon Road on the east side of I-25 ("Happy Canyon Road Improvements"), as shown in **Exhibit A,** and the City agrees to oversee and manage all such maintenance and repairs.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. ***Acknowledgment and Incorporation of Recitals.*** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are fully incorporated into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to memorialize the City's commitment to overseeing the construction activities for the **Project** and establish the Parties' respective and joint responsibilities to fund, operate and maintain the Happy Canyon Road Improvements identified in **Exhibit A**.

3. ***General Description of the Project.*** The **Project** is estimated to cost $42,000,000.00 ("**Project Cost Estimate**") and includes the following elements:

a. Demolish and reconstruct the CDOT's existing bridge that supports Happy Canyon Road over I-25 ("Existing Bridge").

b. Construct a new bridge to the north of the Existing Bridge over I-25 ("New Bridge").

c. Construct Happy Canyon Road / I-25 Interchange improvements including without limitation: diverging diamond intersection, highway ramps, traffic signals, concrete barriers, and associated drainage improvements.

d. The **Project** is anticipated to be completed utilizing two or more construction packages. Construction package one consists of a New Bridge spanning I-25, north of the existing Happy Canyon Road bridge, and construction package two consists of replacing the Existing Bridge over I-25, I-25 Interchange ramp modifications, and construction of the intersections of the I-25 Ramps and Happy Canyon Road.

4. ***Term and Termination.***

4.1 This Agreement shall commence upon the Effective Date and shall automatically renew annually for a period of forty (40) years. Commencing on the 41st anniversary of this Agreement, the Agreement shall automatically renew annually unless either Party provides the other Party written notice of its intent to terminate this Agreement, which notice shall be delivered to the non-terminating Party a minimum of two (2) years prior to the proposed termination date.

4.2 Upon the termination of this Agreement, the Parties shall be responsible for sharing equally in the costs to maintain the Happy Canyon Road Improvements, unless otherwise agreed to by the Parties in writing.

5. ***City's Responsibilities and Contribution***.

5.1 The City is responsible for the completion of all pre-construction activities required for the **Project**, including without limitation: obtaining all necessary permits, managing consulting services related to the traffic modeling and traffic studies, prepare environmental clearance documents, complete preliminary plans and the final construction documents (plans and specifications), completing supplemental surveying and property ownership mapping, conducting subsurface utility engineering, identifying and advancing relocation of existing utilities in conflict with the proposed improvements, preparing right-of-way ("ROW") plans, and acquiring any additional ROW needed to construct the proposed improvements. The City shall provide Douglas County all final construction documents for review prior to commencing construction activities as evidenced by City's issuance of a notice to proceed to the Contractor ("Commence Construction or Commencing Construction"). The County shall provide the City any written comments or objections within five (5) business days of receipt of such construction documents.

5.2 The City is responsible for the construction of and the full costs associated with the Project and has executed or will execute a construction contract with Kraemer North America, LLC ("Contractor") to construct the Project. The City shall manage all aspects of construction of the **Projec**t including without limitation: provide public notifications to the general public and all impacted agencies during construction as needed, measure and document work completed, approve timely payments to the Contractor and to any City consultants, and provide construction management assistance, construction inspection and material testing, and preparing the necessary construction project documentation required for the Project and provide all necessary coordination with CDOT, State Patrol, Douglas County Sheriff's Department, Douglas County School District, the South Metro Fire Department and other emergency response agencies. The City shall provide Douglas County an opportunity to review and provide concurrence on all change orders $100,000.00 or greater during construction, that significantly alters the final configuration of the interchange improvements for which they will have a maintenance obligation per this Agreement.

5.3 The City is responsible for any staff charges assessed by CDOT related to CDOT's monitoring of Project construction activities.

5.4 The City is responsible for all **Project** costs in excess of the Project Cost Estimate.

5.5 The City shall be responsible for securing all the necessary funding for the **Project**, inclusive of any City developer contributions, grant funding and other partnership funding, in excess of the County's Contribution.

5.6 The City shall not use the County's Contribution for any purpose other than the Project unless agreed to by both Parties in a written amendment to this Agreement.

5.7 The City is responsible for obtaining payment from CDOT / BTE associated with the Asset Transfer Agreement for the Project, which is currently estimated to be **$11,000,000.00**.

5.8 The City agrees to execute a separate agreement with CDOT / BTE for the asset transfer funds associated with replacing CDOT's Existing Bridge.

5.9 The City shall deposit **$1,000,000.00** (a portion from the CDOT asset transfer funds) in a special project account to be used solely for repairs and maintenance of the Happy Canyon Road Improvements ("O&M Account"). Funds set aside in the O&M Account shall not be used for enhanced landscaping or for maintaining or repairing the City monumentation elements.

5.10 On an annual basis, the City agrees to track minor maintenance and repair costs for Happy Canyon Road Improvements. Minor maintenance and repair costs are for items ranging from **$2,500.00** to **$50,000.00** ("Minor Repair Costs"). The City agrees to provide the County with an annual accounting of Minor Repair Costs in the first quarter of the following year the expenses were incurred. Expenditures of less than **$2,500.00** are considered incidental and do not need to be included in first quarter accounting reports. Additionally, routine roadway maintenance activities, which include but are not limited to snow removal, sanding, sweeping, restriping and normally scheduled sign and light bulb replacements, shall not be paid for by the City with funds set aside in the O&M Account. Maintenance and repair costs greater than **$50,000.00** are considered major ("Major Repair Costs") and City shall obtain County consent, by and through the County Public Works Director, prior to utilizing the funds in the O&M Account for such Major Repair Costs, provided that such consent will not be unreasonable withheld.

5.11 The City is responsible for all costs and maintenance of the City monumentation elements and enhanced landscaping (including Rock Mulch) of the

Project, as shown in **Exhibit A,** and shall not utilize any funds in the O&M Account for such purpose.

5.12 The City is currently pursuing additional Federal and / or State funds for the Project. If the City is successful in obtaining Federal and / or State funds, in addition to the asset transfer agreement funds, then both Parties will share equally, (on a 50/50 basis) in being able to further reduce each party's contribution by reducing their contingency funds set aside for the Project.

5.13 The City intends to enter into a separate agreement with CDOT concerning maintenance responsibilities for the various elements installed as part of the Happy Canyon Road / I-25 Interchange improvements.

5.14 The Parties agree to share on a 50/50 basis for the long-term cost of maintaining and repairing the segment Happy Canyon Road Improvements, as shown in **Exhibit A** and the City agrees to perform all maintenance and repairs.

5.15 The City agrees to own, operate and maintain the traffic signals, the pedestrian lighting and intersection lighting associated with Happy Canyon Road / Improvements.

5.16 The City agrees to provide emergency vehicle access to I-25 and local access to the communities located east and west of I-25 during all phases of construction of the Project.

5.17 Upon execution of this Agreement and the City's award of a construction contract to the Contractor, the City may invoice the County for the County's initial contribution of **$8,250,000.00** The City may invoice the County for the remaining $7,000,000 for construction package two of the Project within sixty (60) days of the City awarding a construction contract for such phase.

5.18 A valid invoice shall be for the correct amount per Section 5.17 of this Agreement and shall include an invoice number and invoice date. The City invoices shall be sent electronically to the County to the following: Ashley Pennick at APennick@douglasco.gov and a copy sent to Benjamin Pierce at bpierce@douglasco.gov

5.19 The City shall provide electronic documentation of all applicable **Project** documents within sixty (60) days of written request from the County.

6. ***County's Responsibilities and Contribution***.

6.1 the County, by and through the County's Public Works / Engineering Division, will support the **Project** and participate in critical meetings and offer technical support for major decisions. Douglas County staff will review all final construction documents for concurrence prior to the City Commencing Construction. Additionally, Douglas County staff will review and provide concurrence for all construction change orders that have a value greater than or equal to $100,000.00 which significantly alters the final configuration of the interchange improvements for which the County will have a fiscal responsibility for maintenance per this agreement.

6.2 The County agrees to contribute two lump sum payments as indicated herein, which represents the County's full contribution to construction of the **Project** of:

Fifteen Million Two-Hundred Thousand Dollars and No Cents **($15,250,000.00)** ("County Contribution").

6.3 In no event will the County be liable to pay the City for any amount in excess of the County Contribution, including for any unforeseen additional **Project** related costs or claims.

6.4 Upon execution of this Agreement by both Parties, the County agrees to allocate funds for the **Project** and open one or more purchase orders to the City for the County Contribution.

6.5 The County shall pay the City within forty-five (45) days after receiving a valid invoice from the City for the applicable construction package.

6.6 In addition to the County Contribution for construction of the Project, the County agrees to share equally (on a 50/50 basis) the ongoing long-term maintenance cost for the Happy Canyon Road Improvements. The City shall first use the funds in the O&M Account to cover costs incurred for long-term maintenance of the Happy Canyon Road Improvements. When the funds in such O&M Account are depleted to less than $10,000, the City shall notify the County in writing of the Account balance. Upon receipt of such written notice, the County agrees to advance funds to the City, as needed and as invoiced by the City, to cover 50% of any costs incurred for the Happy Canyon Road Improvements for the term of this Agreement.

6.7 The County agrees that all necessary maintenance and operation activities shall be performed by the City, including all routine maintenance activities, which include but is not limited to the following: operating traffic signals, snow removal, sanding and sweeping, restriping, sign replacement, guard rail and fence repairs, (except for deer fencing that is maintained by CDOT), maintenance of rock mulch and other landscaping materials, weed control, and trash removal.

7. ***Time of Performance***. The Parties currently anticipate the first construction package will commence on or before **October 1, 2026**. If the City has **not** Commenced Construction, on or before **July 31, 2027**, then the County may terminate this Agreement and seek reimbursement as provided in Section 8 below, unless the Parties agree to an extension in writing before **July 31, 2027**. This Section shall survive the termination of this Agreement.

8. ***Remedies***. The Parties acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available. If the City fails to Commence Construction of the Project by **July 31, 2027**, the City shall return any County Contribution amount already paid to the City. In the event of any litigation, arbitration or other proceedings to enforce the terms, covenants or conditions hereof, the prevailing party in such litigation, arbitration or other proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. ***Notice***. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth 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.

City of Castle Pines: City of Castle Pines
7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
Attention: Larry Nimmo, Public Works Director

With electronic copies sent to:
Larry.nimmo@castlepinesco.gov
Michael.penny@castlepinesco.gov

With Copy to: City Attorney
Michow Guckenberger McAskin, LLP
5299 DTC Boulevard, Suite 300
Greenwood Village, CO 80111

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Janet Herman, Public Works Director
jherman@douglasCO.gov

With an electronic copies sent to attorney@douglasCO.gov
and to Benjamin Pierce at bpierce@douglasco.gov

10. ***Liability.*** As between the Parties, without waiving any of the rights and protections provided under the Colorado Governmental Immunity Act, (the "CGIA"), C.R.S. §§ 24-10-101 to 120, each Party is responsible for its own negligence in the performance of this Agreement. If either Party is given notice of claim or suit against or involving the other arising from the implementation of this Agreement or the design or construction of the Project or maintenance of the Happy Canyon Road Improvements, it agrees to give the other Party prompt written notice of such claim or suit.

11. ***Insurance***. Each Party shall obtain and maintain comprehensive 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 policies shall be applicable to all premises and all operations of each Party in performing this Agreement and in relation to the Happy Canyon Road Improvements. Each 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 other Party as Certificate Holder and name their respective elected officials, officers, employees and agents as additional insured parties.

12. ***Appropriation***. Pursuant to section 29-1-110, C.R.S., any financial obligations of the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis. 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.

13. ***Additional Documents***. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

14. ***Colorado Law***. The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

15. ***Relationship of Parties***. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

16. ***No Third-Party Beneficiaries.*** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

17. ***No Waiver of Sovereign Immunity***. The Parties hereto understand and agree that the City and County, and each of their respective commissioners, council members, officials, officers, directors, agents and employees, are relying on, and do not

waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act or otherwise available to the County and the City under applicable law. To the extent the CGIA imposes varying obligations or contains different waivers of immunity on the County or the City, the Parties agree that the County or City shall remain liable only as provided under the CGIA, whether due to acts or omissions or property interests, and no party shall be the agent of another or liable for the obligations of another under the provisions of the CGIA.

18. ***Entirety***. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. ***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.

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

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

22. ***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.

23. ***Survival***. Any 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.

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

25. ***Force Majeure***. Neither the County 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.

26. ***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 County and bind their respective entities.

27. ***Counterparts***. 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.

28. ***Headings.*** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

[Reminder of page left blank - signature pages to follow]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

CITY OF CASTLE PINES, COLORADO

By: ____

Printed Name: ___**Tracy Engerman**__________

Title: **Mayor**

Date of Execution: __________________________

ATTEST:

____

Tobi Duffey, City Clerk

APPROVED AS TO FORM (excluding exhibits):

____

Linda Michow, City Attorney

[Douglas County signature page follows]

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY

____

George Teal, Chair

ATTEST:

____

___________________________________,

Clerk to the Board

APPROVED AS TO CONTENT:

____

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

____

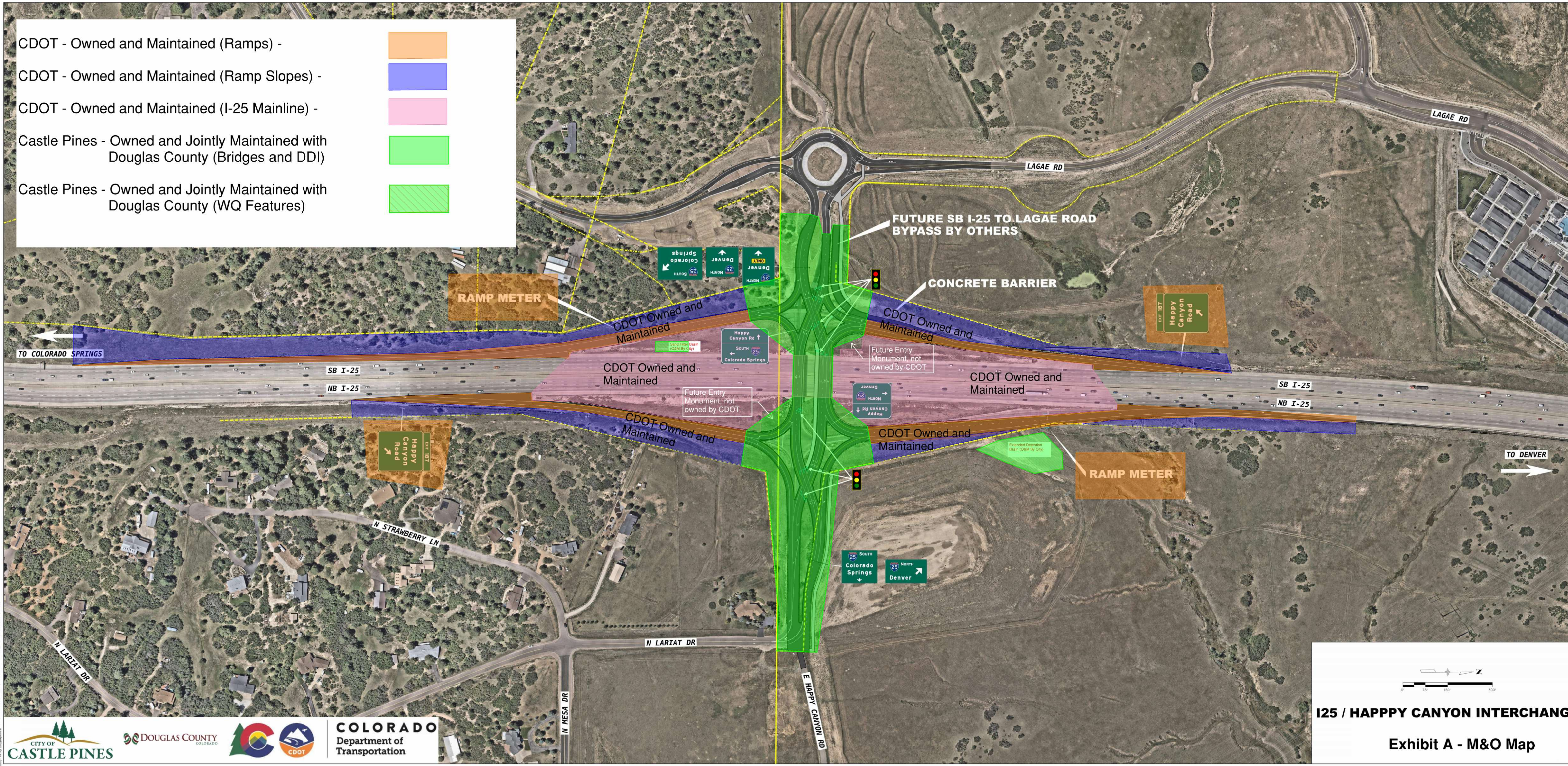
Chris Pratt,
Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

____

Christie Gutherie,
Director of Finance

EXHIBIT A
Happy Canyon Road Improvements – City and County Responsibility


CDOT - Owned and Maintained (Ramps) -
CDOT - Owned and Maintained (Ramp Slopes) -
CDOT - Owned and Maintained (I-25 Mainline) -
Castle Pines - Owned and Jointly Maintained with Douglas County (Bridges and DDI)
Castle Pines - Owned and Jointly Maintained with Douglas County (WQ Features)
FUTURE SB I-25 TO LAGAE ROAD BYPASS BY OTHERS
CONCRETE BARRIER
RAMP METER
RAMP METER
LAGAE RD
LAGAE RD
TO COLORADO SPRINGS
TO DENVER
SB I-25
NB I-25
SB I-25
NB I-25
CDOT Owned and Maintained
CDOT Owned and Maintained
CDOT Owned and Maintained
CDOT Owned and Maintained
CDOT Owned and Maintained
CDOT Owned and Maintained
Future Entry Monument, not owned by CDOT
Future Entry Monument, not owned by CDOT
N STRAWBERRY LN
N LARIAT DR
N LARIAT DR
N MESA DR
E HAPPY CANYON RD
Colorado Springs
Denver
Happy Canyon Road
CITY OF CASTLE PINES
DOUGLAS COUNTY COLORADO
CDOT
COLORADO Department of Transportation
I25 / HAPPPY CANYON INTERCHANGE
Exhibit A - M&O Map

7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
303-705-0200
CastlePinesCO.gov

STAFF REPORT

TO: Mayor Engerman and Members of City Council

FROM: Dole Grebenik, City Engineer

DATE: September 22, 2026

RE: Resolution 26-59, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving a First Amendment to the Professional Services Agreement Between the City of Castle Pines and Jacobs Engineering Group Inc. for I-25 and Happy Canyon Interchange Design Services

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Policy Question: Does the City Council support approving a contract amendment with Jacobs for additional design services for the Happy Canyon Interchange project?

Background: When the project was first scoped for design services with Jacobs, the Colorado Department of Transportation's (CDOT) bridge was not included because its status was unknown. With CDOT now participating in the project through the Bridge and Tunnel Enterprise asset sale, Jacobs was then tasked to design the replacement of CDOT's existing bridge. Additionally, Jacobs performed additional tasks per their attachment, all directed and requested by the City. This additional scope also includes the Jacobs design team's capacity to support the project during construction. This is a helpful task, as an issue may often be identified during construction that needs the design team's help to resolve.

Staff Analysis: Jacobs' time and effort have been closely managed and directed by the City. This amendment includes additional tasks requested by the City, all of which served a valuable purpose in delivering the project.

Fiscal Impact: The additional design services amount of $700,000 covers not only the requested design tasks but also design support during construction. The funding for this will come from the additional funds that were transferred to the project when the pedestrian bridge was closed out.

Staff Recommendation: Staff recommends adoption of Resolution 26-59 approving a contract amendment with Jacobs for additional design services for the Happy Canyon Interchange project.

Proposed Motion: I MOVE TO ADOPT RESOLUTION 26-59, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND JACOBS ENGINEERING GROUP INC. FOR I-25 AND HAPPY CANYON INTERCHANGE DESIGN SERVICES.

RESOLUTION NO. 26-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND JACOBS ENGINEERING GROUP INC. FOR I-25 AND HAPPY CANYON INTERCHANGE DESIGN SERVICES

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

WHEREAS, the City entered into a professional services agreement with Jacobs Engineering Group Inc. (the "Contractor") dated June 12, 2024, pursuant to which Contractor provides design development and engineering services for the I-25 and Happy Canyon Interchange Project (the "Agreement"); and

WHEREAS, the City desires to amend the Agreement to extend its term to July 31, 2028, add additional services for the construction-phase design and engineering services for the I-25 and Hapy Canyon Interchange Project, adding the amendment of $700,00 and increasing the total not-to-exceed compensation amount to $4,120,359.00 compensate the Contractor for the provision of the additional services (the "First Amendment"); and

WHEREAS, the City Council desires to approve the First Amendment and further desires to authorize the City Manager to execute the First Amendment 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 First Amendment 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 such changes to the First Amendment as may be necessary to correct any non-material errors or provisions that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the First Amendment on behalf of the City once in 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.

[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 ___ IN FAVOR, ___ AGAINST, AND __ ABSENT THIS 22nd DAY OF SEPTEMBER, 2026.

____
Tracy Engerman, Mayor

ATTEST:

____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

____
Linda C. Michow, City Attorney

EXHIBIT A

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND JACOBS ENGINEERING GROUP INC.

I-25/Happy Canyon Addendum

Scope of Work

8/3/26

The Scope of Work for this addendum includes additional services performed during the design development of the project which were not scoped in the original contract. Design Services During Construction was not part of the initial contract and is being added to this addendum. Listed below are the additional services and the activities for the Design Services During Construction.

Additional Services

1. Additional Traffic Modeling to Determine Feasibility of the Interim Diamond Interchange

2. 2025 Raise Grant Application

3. 2026 BUILD Grant Application

4. Traffic Control on I-25 for Survey not included originally in our Scope

5. Additional Geotech Boring at the West Roundabout and at the Pier Footings

6. South Bridge Design

Design Services During Construction*

1. Review Construction Submittals
2. Respond to RFIs
3. Technical Assistance as needed
4. Project Management

*Note that the hours and respective costs for DSDC are estimated only. This will be time and materials on an as needed basis.

I-25 and Happy Canyon Road Interchange Amendment

Cost Proposal

August 6, 2026

Staff	Janine Merick (RD, TR)	Holly Johnson (RD,MOT)	Julie Trumpoldt (RD, MOT)	Michael Heugh (TR)	Jacqueline Dowds Bennett (TR)	Sarah Camacho	Daniel Chung	Logan Dresdske	Michael Donodeo	Brian Peck	Patricia Somerville	Lucas Strittmatter	Christopher Wilhelm
Classification	CAD Technician	CAD Technician Senior	Engineer - Associate	Engineer	Engineer - Senior	Grant Writer	Grant Writer	Grant Writer	Grant Writer	Grant Writer	Technical Writer	Grant Writer	Grant Writer
LABOR RATES	$150.00	$130.00	$180.00	$215.00	$250.00	$215.00	$215.00	$189.00	$115.00	$164.00	$95.00	$160.00	$186.00
TASK 1: SURVEYING AND MAPPING													
SURVEY AND MAPPING													
TASK 2: GRANT SUPPORT													
2025 RAISE GRANT										55	35	160	20
2026 BUILD GRANT						40	40	45	35				
TASK 3: GEOTECHNICAL INVESTIGATION													
GEOTECHNICAL INVESTIGATION													
TASK 4: FINAL DESIGN													
TRAFFIC ANALYSIS					21								
FINAL STRUCTURAL DESIGN													
Subtotal Task 4	0	0	0	0	21	0	0	0	0	0			
TASK 5: DESIGN SERVICES DURING CONSTRUCTION													
DESIGN SERVICES DURING CONSTRUCTION	40	40	100	100	100	0	0	0	0	0	0	0	0
TOTAL LABOR HOURS AND COSTS													
TOTAL LABOR HOURS	40	40	100	100	121	40	40	45	35	55	35	160	20
TOTAL LABOR COST	$6,000	$5,200	$18,000	$21,500	$30,250	$8,600	$8,600	$8,505	$4,025	$9,020	$3,325	$25,600	$3,720
MISC. EXPENSES													
TOTAL COST													

Staff	Loren Bloomberg	Victor Moleno	Michelle Pinkerton	Lilit Yeghishyan	Fahad Alajmi	Saurav Shrestha	Luis Duque	Andrew Wahr	Fernndo Molina Molina	David Carpenter	Matt Nork	Scott Kimminau	Subtotal Jacobs Hours	Subtotal Jacobs Labor Cost	Subconsultants Total Cost	Total Cost	Shrewsberry	Yeh
Classification	Traffic Engineer	Traffic Modeler	Project Manager	Project Controls	Utilitiey Coordinator	Structural Engineer	Structural Engineer	Structural Engineer	Structural Engineer	Structural CADD	Structural Engineer Senior	Surveyor						
LABOR RATES	$325.00	$140.00	$325.00	$150.00	$210.00	$120.00	$150.00	$220.00	$220.00	$160.00	$250.00	$170.00						
TASK 1: SURVEYING AND MAPPING																		
SURVEY AND MAPPING												26	26	$4,420.00	0.00	$4,420.00		
TASK 2: GRANT SUPPORT																		
2025 RAISE GRANT			20										290	$48,165.00	0.00	$48,165.00		
2026 BUILD GRANT			20										180	$36,230.00	0.00	$36,230.00		
TASK 3: GEOTECHNICAL INVESTIGATION																		
GEOTECHNICAL INVESTIGATION													0	$0.00	24,585.00	$24,585.00		$24,585.00
TASK 4: FINAL DESIGN																		
TRAFFIC ANALYSIS	35	80	12	1									149	$31,875.00	$0.00	$31,875.00		
FINAL STRUCTURAL DESIGN						176	540	117	0	690	185		1708	$284,510.00	$0.00	$284,510.00		
Subtotal Task 4	35		12	1	0	176	540	117	0	690	185	0	1857	$316,385	$0	$316,385	$0.00	$24,585.00
TASK 5: DESIGN SERVICES DURING CONSTRUCTION																		
DESIGN SERVICES DURING CONSTRUCTION	0	0	100	20	60	0	0	0	298	0	215	40	1113	$249,910.00	$20,020.00	$269,930.00	$10,000.00	$10,020.00
TOTAL LABOR HOURS AND COSTS																		
TOTAL LABOR HOURS	35	80	152	21	60	176	540	117	298	690	400	66	3466					
TOTAL LABOR COST	$11,375	$11,200	$49,400	$3,150	$12,600	$21,120	$81,000	$25,740	$65,560	$110,400	$100,000	$11,220		$655,110.00	$44,605.00	$699,715.00		
MISC. EXPENSES																$285.00		
TOTAL COST																$700,000.00		

2000 Clay Street, Ste 200
Denver, CO 80211
303-781-9590 • www.yeh-eng.com

January 9, 2026 Project No. 224-113

Michelle C. Pinkerton, PE
Jacobs Engineering Group Inc.
6312 S. Fiddler's Green Circle Ste. 300N
Greenwood Village, CO 80111

Re: Additional Geotechnical Engineering Services – Scope of Work
I-25 and Happy Canyon Road Interchange
Castle Pines, Colorado

Dear Ms. Pinkerton:

This letter presents Yeh and Associates, Inc.'s (Yeh) proposed scope of work and fee for an additional geotechnical investigation for the I-25 and Happy Canyon Road Interchange project. The work is intended to verify sandstone bedrock levels near the proposed bridge center piers for shallow foundation design and to collect additional geotechnical data for the proposed monuments and associated walls.

Scope of Work

Based on the information provided and our understanding of the project, we propose the following scope of work:

- **Geotechnical Investigation**
  - Conduct geotechnical reconnaissance, including site visit to verify appropriate drilling access and methods, existing field conditions, and pre-mark boring locations as appropriate prior to utility clearances.
  - Procure third-party geotechnical drilling subcontractor services.
  - Contact UNCC 811 for utility locates and acquire appropriate permits from CDOT and prior to drilling. The boring locations will be marked in the field by Yeh personnel and surveyed by others if desired.
  - Conduct a supplemental geotechnical investigation consisting of a total of three borings. Two borings will be advanced to characterize soil and rock conditions for the bridge's shallow foundations. In addition, one boring is proposed for the monuments, as one of the previously installed borings is considered sufficiently close to the other proposed monument location. All borings will be advanced using auger methods to a maximum depth of 40 feet below the existing grade of I-25.
  - Collect samples, as needed, for laboratory testing. Borings will be logged and samples collected by a representative of Yeh. The borings will be backfilled with the cuttings.
  - Groundwater conditions will be observed and recorded at the time of drilling.
  - Laboratory testing will be conducted on collected soil and rock samples to evaluate engineering properties. The testing program may include, but is not limited to, USCS

and AASHTO soil classification tests; corrosivity testing (pH, soluble sulfate, soluble chloride, and electrical resistivity); and bedrock unconfined compressive strength testing.

- **Geotechnical Engineering Report Addendum**
    - Prepare and issue a draft geotechnical addendum that will include the following:
        - Boring logs and results of the subsurface investigation.
        - Engineering geology plan sheets summarizing the results of the geotechnical investigation.
        - Laboratory test results.
        - Geotechnical recommendations and design parameters to support bridge foundation and retaining wall design.
        - Embankment recommendations including consolidation and moisture/density recommendations
        - Sub-excavation and structure backfill recommendations
        - Incorporate the findings and recommendations of this addendum into the final geotechnical report to be issued under the original scope of services. The final report will address the City's and design team review comments.

- **Assumptions and Exclusions**
    - Design standards for this project will be based on AASHTO LRFD Bridge Design Specifications (9th Edition) and appropriate CDOT bridge and geotechnical design manuals.
    - Drilling can be completed during nighttime hours with a single lane or shoulder closure.
    - Independent design checks for the retaining wall, as requested by the City of Castle Pines, Douglas County, or CDOT, can be provided.
    - Yeh will provide geotechnical recommendations and design parameters to support the design of the proposed monuments, retaining walls, and bridge foundations. This will include subsurface characterization and applicable geotechnical criteria for foundation and wall systems. Final wall system selection, geometry, and structural design will be performed by others.
    - Environmental sampling and testing are excluded. If potentially hazardous materials are encountered, drilling operations will be stopped and the project team will be notified.

Fee

The cost for our services will be billed on a time and materials basis with a not to exceed amount of $24,585. We will not exceed the estimated budget without prior notice and authorization from Jacobs. The table below is a breakdown of our estimated costs:

Item	Estimated Cost
Yeh Labor	$10,560
Field Investigation (Subcontractors)	$11,115
Laboratory Testing	$2,840
Total	**$24,585**

Closing

Yeh will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Therefore, no warranty or guarantee expressed or implied is part of the services offered by this proposal.

If you have any questions, please contact me at (303) 781-9590.

Sincerely,
Yeh and Associates, Inc.

Thomas Bishop

Thomas Bishop, PE
Sr. Project Engineer

Reviewed by:

Masoud Ghaeli, PE
Senior Project Manager

COST ESTIMATION WORKSHEET (CEW)

FIRM NAME: **Jacobs**
PREPARED BY: **T. Bishop**
DATE: **01/09/26**
PROPOSAL NUMBER: **224-113**
PROJECT NAME: **I-25 and Happy Canyon Interchange**
CONTRACT/TASK ORDER NUMBER:

WORK ACTIVITY	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Lab Supervisor	Technician 1	CAD Designer	TOTAL HOURS	TOTAL COST
1.0 Project Management										
1.1 Contract Administration		2							2	
1.2 Prepare and submit invoices for payment		2							2	
SUBTOTALS	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**$920.00**
2.0 Geotechnical Investigation										
2.1 Field locate of borings, UNCC utility locates			4						4	
2.2 Obtain traffic control plans and permits			4						4	
2.3 Health & Safety Plan (HASP)									0	
2.4 Conduct a subsurface exploration program			10						10	
2.5 Perform soil tests									0	
SUBTOTALS	**0**	**0**	**18**	**0**	**0**	**0**	**0**	**0**	**18**	**$3,240.00**
3.0 Geotechnical Design										
3.1 Develop recommendations for foundations			20						20	
3.2 Develop site grading recommendations									0	
3.3 Pavement design analysis									0	
3.4 Recommend surface and subsurface drainage									0	
SUBTOTALS	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**20**	**$3,600.00**
4.0 Geotechnical Report										
4.1 Provide recommendations									0	
4.2 Compile boring logs, test result			4						4	
4.3 Prepare and issue *Draft Geotechnical Investigation Report*									0	
4.4 Prepare and issue *Final Geotechnical Investigation Report*			8					4	12	
SUBTOTALS	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**4**	**16**	**$2,800.00**
SUBTOTALS - HOURS	0	4	50	0	0	0	0	4	58	
SALARY RATE, $ PER HOUR	$240.00	$230.00	$180.00	$155.00	$140.00	$155.00	$105.00	$160.00		
SUBTOTALS - LABOR COSTS	$ -	$ 920.00	$ 9,000.00	$ -	$ -	$ -	$ -	$ 640.00		**$ 10,560.00**
TOTAL LABOR COST	**$ 10,560.00**									

TRAVEL & PER DIEM COST	Estimated Units	Unit Rate	Units	TOTAL COST
Vehicle Mileage	100	$ 0.70	mile	**$ 70.00**
Lodging			night	**$ -**
Per Diem			day	**$ -**
Airfare			each	**$ -**
TOTAL TRAVEL AND PER DIEM COST	**$ 70.00**			

DRILLING & OTHER SUBSURFACE INVESTIGATION COST	Estimated Units	Unit Rate	Units		TOTAL COST
Support Truck	1	$ 315.00	day		$ 315.00
Compressor		$ 600.00	day		$ -
Core Boxes		$ 15.00	each		$ -
Exploration (CME 75, Auger)	10	$ 275.00	hour	1 night of drilling for ~3 shallow foundation borings	$ 2,750.00
Traffic Control - DAY WORK		$ 375.00	hour		$ -
Traffic Control - NIGHT WORK	10	$ 625.00	hour		$ 6,250.00
Third Party Inspection Services	1	$ 1,800.00	day		$ 1,800.00
Instrumentation			each		$ -
Geophysics		$ 6,000.00	day		$ -
Other -			hour		$ -
TOTAL DRILLING & OTHER INVESTIGATION COST	**$**	**11,115.00**			

LABORATORY & FIELD TEST COST	Estimated Units	Unit Rate	Units		TOTAL COST
Atterberg Limits		$ 120.00	each		$ -
Classification	8	$ 200.00	each		$ 1,600.00
Hydrometer Analysis		$ 200.00	each		$ -
Moisture Content	8	$ 25.00	each		$ 200.00
Dry Density (CA liner)	8	$ 45.00	each		$ 360.00
pH	2	$ 50.00	each		$ 100.00
Sulfate Content	2	$ 50.00	each		$ 100.00
Chloride Content	2	$ 50.00	each		$ 100.00
Resistivity (laboratory)	2	$ 80.00	each		$ 160.00
Standard Proctor		$ 230.00	each		$ -
Modified Proctor		$ 250.00	each		$ -
Swell-Consolidation (Method A)	1	$ 220.00	each		$ 220.00
R-Value (outside lab = $) (internal hours = $)		$ 400.00	each	reminder: list outside lab as vendor on CDOT PCW's ($???/R-Value)	$ -
UC Rock Testing (outside lab)			each	reminder: list outside lab as vendor on CDOT PCW's	$ -
Other			each		$ -
TOTAL LABORATORY & FIELD TEST COST	**$**	**2,840.00**			

TOTAL PROJECT COST	**$**	**24,585.00**

Month	2026	2025	2024	2023	2022
January	107	132	92	112	22
February	104	172	109	170	65
March	77	193	78	251	72
April	65	157	219	163	54
May	126	177	266	112	48
June	124	181	163	87	35
July	119	178	83	168	50
August	129	182	98	96	74
September		204	93	72	137
October		148	240	99	107
November		95	88	84	94
December		112	209	56	62
Totals	**851**	**1931**	**1738**	**1470**	**820**