RESOLUTION NO. 26-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LOGAN SIMPSON DESIGN INC. FOR THE 2026 COMPREHENSIVE PLAN UPDATE

WHEREAS, the City of Castle Pines is authorized to enter into contracts for general municipal services; and

WHEREAS, the City Council desires to update its comprehensive plan in conformance with Section 2-7-50 of the Municipal Code; and

WHEREAS, the City issued a request for proposals for the preparation of a major update to the City of Castle Pines 2021 Comprehensive Plan ("RFP"); and

WHEREAS, Logan Simpson Design Inc. ("Consultant") has submitted a proposal to the City, representing that it has the skill, ability, and expertise to prepare a major update to the comprehensive plan through engagement of the community, City elected and appointed officials and City stakeholders; and

WHEREAS, the City Council desires to engage the Consultant to provide the services described in the attached professional services agreement ("Agreement") subject to the terms and conditions of the Agreement.

NOW, 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 Agreement in substantially the form attached hereto as **Exhibit A**, including all exhibits thereto, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not increase the financial obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST AND 1 ABSENT ON THIS 14TH DAY OF JULY 2026.

Tracy Engerman (Jul 22, 2026 17:42:49 MDT)

Tracy Engerman, Mayor

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

ATTEST:

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

Linda Michow (Jul 16, 2026 09:27:36 MDT)

Linda Michow, City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND LOGAN SIMPSON DESIGN INC.

City of Castle Pines, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Comprehensive Plan Update

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of Castle Pines, a home rule municipality of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the "City"), and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson with offices at 213 Linden Street, Suite 300, Fort Collins, Colorado 80524 ("Contractor") (each individually a "Party" and collectively the "Parties").

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

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

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

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

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

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2027 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

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

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

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

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

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance, state a reasonable time to cure the non-performance, and set a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (14) business days.

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

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

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

III. REPRESENTATIVES AND SUPERVISION

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

B. Contractor Representative. The Contractor representative under this Agreement shall be Miriam McGilvray ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

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

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

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed One Hundred and Twenty-Nine Thousand, Seven Hundred and Forty-four Dollars ($129,744.00) ("Not-to-Exceed Amount") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

☒ If this box is checked, the City shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City's acceptance of all work or Services as set forth in **Exhibit A**.

☐ If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here].

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

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

D. Reimbursable Expenses.

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

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the

Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

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

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

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

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

VII. INSURANCE

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

☒ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

☐ The Contractor shall secure and maintain the following ("Required Insurance"):

☐ Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

☐ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate

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

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

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

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

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

VIII. INDEMNIFICATION

A. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless City, its officers, directors and employees, against all claims, damages, liabilities or costs, resulting from, or arising out of the negligent acts, errors or omissions of Contractor, its subcontractors, or anyone else for whom Contractor is legally liable, in the performance of the Services under this Agreement. In no event shall Contractor's aggregate liability arising out of or relating to this Agreement exceed the contract value or Contractor's available insurance proceeds,

whichever is less.

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

IX. RESERVED

X. REMEDIES

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

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

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

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

4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to

disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

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

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

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

XII. MISCELLANEOUS

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

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

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

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

If to the City:	**If to Contractor**:
City of Castle Pines Attn: City Manager 7437 Village Square Drive, Suite 200 Castle Pines, CO 80108	Logan Simpson Design, Inc. Attn: Miriam McGilvray 213 Linden Street, Suite 300 Fort Collins, CO 80524
With Copy to: Castle Pines City Attorney Michow Guckenberger & McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the City and its officers or employees.

J. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the City terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for direct damages to the City. The rights and remedies of

the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted. Notwithstanding anything to the contrary, neither Party shall be liable to the other for consequential, incidental, special, punitive, or indirect damages arising out of or related to this Agreement. Contractor's total aggregate liability to the City for claims arising out of or relating to this Agreement or the Services shall not exceed the total compensation paid or payable to Contractor under this Agreement, except to the extent finally determined to have resulted from Contractor's negligence, willful misconduct, or fraud.

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

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

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

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

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

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

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

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

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

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

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

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

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided herein.

CITY OF CASTLE PINES, COLORADO:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

_____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

_____
Linda Michow, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ (printed name) as _____ (title) of _____, a _____.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

PHASE 1 | INSPIRATION

TASK 1. CITY STAFF KICKOFF MEETING

Within the first month, our team will conduct an in-person kickoff meeting and city tour with City staff. The meeting will introduce the project team, confirm communication protocols, review and refine the project scope and timeline, and discuss initial goals and priorities for the Comprehensive Plan. We will also discuss data needs, website or webpage expectations, the anticipated Advisory Committee role and meeting frequency, and initial outreach activities. The city tour will provide on-the-ground orientation and planning context for location-specific challenges and opportunities.

TASK 2. ONGOING PROJECT MANAGEMENT

We will develop a Project Management Workplan that will be maintained throughout the project. As a Microsoft Excel-based spreadsheet, it will include a project calendar highlighting key deadlines, milestones, deliverables, and meetings along with detailed task information including percent complete by phase and task and specific meeting and delivery dates.

Our team will schedule biweekly (or as-needed) virtual coordination meetings with City staff for the duration of the project, providing a regular forum to review work, discuss upcoming tasks and events, and address any questions or issues. Email and phone communication with the project manager will continue between meetings as needed.

Monthly invoices will include written progress reports summarizing status and next steps: describing work completed and in progress, upcoming deliverables, and any requested scope adjustments. Each report will include an updated percent complete summary by phase and a brief note on any timeline implications, keeping City staff informed and aligned with leadership expectations.

TASK 3. PUBLIC INVOLVEMENT PLAN

This task will establish the community engagement strategy for the Comprehensive Plan. Working with City staff, our team will prepare a Public Involvement Plan (PIP) that describes outreach objectives, key audiences, outreach methods, and schedule. It will also provide a project branding guide, including a public-facing communications strategy that clearly explains the purpose, scope, and relationship between the Comprehensive Plan update and the concurrent ULDC update, ensuring residents, stakeholders, and decision-makers understand how the two documents work together and what each one governs. The PIP will describe anticipated events and activities, notification approaches, communication protocols, and methods and tools for gathering public input, and will serve as a working document that can be updated over time and shared with the public or elected officials.

The engagement framework keeps community members informed, provides opportunities to participate at key milestones, and supports constructive dialogue about choices facing Castle Pines. A participation tracking system will help track who is participating throughout the process, across in person- and online activities. The PIP will include targeted strategies to engage underrepresented demographics or geographies.

TASK 3A. PROJECT AWARENESS CAMPAIGN

Depending on the City's preference, we can either create, host, and manage a dedicated, branded project website or provide content for a page on the City's official website. A dedicated website or webpage provides a

central hub for background information, engagement opportunities, and project documents. We are experienced with platforms such as PublicInput, Granicus, and ArcGIS Hub, many of which include email signup- features. Over the course of the project, the website can be updated with draft documents, virtual workshops and questionnaires, interactive mapping and document review tools, upcoming events, meeting summaries, and translation features for multilingual access.

The launch of a project website or webpage will be paired with an outreach campaign to build project awareness and invite interested community members to sign up for updates. This initial outreach includes short introductory video(s), social media content, polls on the website, press releases, and other media notification to generate buzz and excitement.

A full-color frequently asked questions (FAQs) brochure about the Comprehensive Plan process will also be created by our team for posting to the project website and distribution at community meetings and strategic locations.

TASK 4. CITY COUNCIL AND PLANNING COMMISSION KICKOFF MEETINGS

Early involvement of elected and appointed officials will help establish clear direction for the new Comprehensive Plan, critical to the Plan's success. Our team will be available to present at a kickoff meeting for each body or at a joint meeting, based on the City's preference. At these meetings, it will be important to review the project schedule and strategy for community engagement and identify project expectations.

TASK 5. PUBLIC INVOLVEMENT SERIES #1 – INSPIRATION

This initial series includes listening sessions, an online questionnaire or poll, and pop-up events. Conversations will focus on priorities, opportunities, and concerns related to the Comprehensive Plan. We will produce an engagement summary highlighting emerging themes, priorities, and values, and clarifying how that input will be used in the process.

Phase 1 / Deliverables and Meetings

- City Staff kickoff meeting including agenda, meeting materials, facilitation, and meeting summary (in-person)
- Project Management Workplan
- Public Involvement Plan, draft and final
- Project Awareness Campaign, including website setup, social media posts, and informational brochure
- City Council kickoff meeting (in person)
- Planning Commission kickoff meeting (in person)
- Public Involvement Series #1, including materials, facilitation, and engagement summary
- Regular coordination meetings and progress reports

PHASE 2 | DISCOVERY

TASK 6. COMPREHENSIVE PLAN ADVISORY COMMITTEE

In collaboration with City staff, an Advisory Committee (AC) will be established, likely including representation from service and utility providers, business owners, developers, and a broad cross section of community members and stakeholders. Responsible for promoting citizen ownership through awareness, participation, and support, the AC will meet regularly throughout the process to discuss plan components, provide input, and help shape public engagement events and activities. We anticipate at least five in- person or hybrid AC meetings at key milestones, such as review of draft vision and goals, FLUM- based- land use concepts, and the implementation framework. The final AC meeting will be structured to request a recommendation on the new Comprehensive Plan prior to consideration by the Planning Commission and City Council.

Our team will host a kickoff meeting to introduce the process to the AC, explain the purpose of the Comprehensive Plan, and present the Public Involvement Plan. The kickoff meeting may include live polling to collect input on strengths, weaknesses, opportunities, and threats within Castle Pines's Three-Mile Plan area.

TASK 7. DATA ANALYSIS AND BACKGROUND MATERIALS

Existing relevant plans, policies, pertinent base GIS data, maps, and other background materials will be collected and reviewed. We will gather all data needed for the new Comprehensive Plan. Our team will then develop a working set of existing conditions maps for Castle Pines's approved Three-Mile Plan area. For any information that is not readily available, we will coordinate with the appropriate City Staff or surrounding agencies to obtain data using Requests for Information (RFIs).

TASK 8. EXISTING CONDITIONS SNAPSHOTS

We will prepare an Existing Conditions Snapshot with an overview of data trends and analysis across all topic and element areas. This report will provide a brief analysis and projection of future growth and identify emerging issues and opportunities for each topic. Rather than a text-heavy document, the Snapshot will be a graphic-rich summary of the key trends discovered through data analysis.

This effort will bring together topic experts from the Logan Simpson team as well as our subconsultants partners at Michael Baker to draw on and expand our collective expertise. This close look into Castle Pines's current trends, opportunities, and challenges will help provide relevant context for development and communication of goals and policies. These snapshots will likely cover the following, among other topics identified through Phase 1 tasks:

- ***Population & Demographics.*** We will examine historic trends and projections in population growth, age cohorts, household composition, income, and cultural diversity to anticipate future service and land use needs.
- ***Land Use & Development Patterns.*** We will conduct a GIS-based evaluation of existing land uses, zoning, development intensity, vacant and redevelopment opportunities, Planned Developments, and historic growth trends within the City and Three-Mile Plan area.
- ***Parks, Open Space, and Public Amenities.*** We will map parks, trails, open space assets, and public amenities and perform an analysis to evaluate the accessibility and equity of the current and planned facilities, building on the 2024 update to the PaRC Plan.
- ***Economic Development & Jobs.*** Leveraging analysis from the city's current Economic Development Plan, we will summarize employment trends, job growth sectors, commuting patterns, income levels, and regional economic influences to show Castle Pines's economic trajectory and competitive

advantages. We will take a close look at Castle Pines' existing and planned commercial areas to clarify issues and opportunities.

- ***Housing Needs & Market Trends.*** We will evaluate housing supply, affordability, tenure, condition, and unit diversity, price trends, cost burden, along with projected demand, to identify gaps and opportunities across the local housing market that will inform the housing action plan element of the Comprehensive Plan update.
- ***Transportation & Connectivity.*** We will review applicable transportation planning documents including the Transportation Master Plan, the Trails Master Plan, the Safety Action Plan, and the Micromobility / Shuttle Feasibility Study, and develop an illustrative summary on roadway performance, safety data, multimodal connectivity, and future mobility needs.
- ***Water Supply.*** We will incorporate applicable findings from the Douglas County Water Plan, which includes data from Castle Pines water providers and ground water data. This is projected out to 2050 for availability of supply based on population projections. This water supply and demand summary will include applicable maps, tables, and graphs to meet the requirements of SB24-174.

TASK 8A. ONLINE DATA DASHBOARD

Using ArcGIS Hub, Storymap, or other mapping widgets, our team will execute a full website dedicated to visualizing data snapshots with interactive charts and maps, which can be embedded directly into existing City platforms.

Phase 2 | Deliverables and Meetings

- AC Meeting #1, including agenda, materials, facilitation, and summary
- Draft Plan Outline
- Existing Conditions Snapshots, draft and final
- Online Data Dashboard

PHASE 3 | INNOVATION

TASK 9. PUBLIC INVOLVEMENT SERIES #2 – INNOVATION IN LAND USES AND CHARACTER

This public involvement series builds on what was heard during the Public Involvement Series #1, and encourages the community to dive deeper into visioning, land use mapping, and aesthetic or visual preferences. This will include hands-on workshops and an online questionnaire and mapping activity to closely workshop visioning ideas, land use concepts, and character preferences.

TASK 10. PUBLIC INVOLVEMENT SERIES #3 – INNOVATION IN POLICY

Following the Innovation in Land Use Workshop, another workshop and online activity will be held to reconfirm what was heard and discuss draft goals, objectives, and next steps for implementation.

TASK 11. ADVISORY COMMITTEE MEETINGS

Two meetings with the Advisory Committee will be held in this phase to discuss and gather input and direction commensurate to activities during this phase. The Advisory Committee will also be asked to promote upcoming events and activities through their community networks.

TASK 12. PLANNING COMMISSION AND CITY COUNCIL UPDATES

We will provide updates to the Planning Commission and City Council, either individually or jointly, during this phase. These updates may include a presentation of the Public Involvement Summary and discussion of how public input is informing the plan outline, FLUM based- land use concepts, and draft goals.

Phase 3 | Deliverables and Meetings

- Public Involvement Series #2, including materials, facilitation, and summary
- Public Involvement Series #3, including materials, facilitation, and summary
- Planning Commission / City Council meetings, including materials and facilitation
- AC Meetings #2 and #3, including agenda, materials, facilitation, and summary
- Assessment of community character, Business District Zone, and Community Benefit Zone

PHASE 4 | CREATION

TASK 13. WORKING DRAFT OF STRATEGIC GROWTH AND WATER ELEMENTS

This element will leverage our direct experience implementing Colorado SB 24-174 to deliver a fully compliant Comprehensive Plan including a Water Supply Element and Strategic Growth Element, that follows DOLA's published methodologies, formats, and timelines, while being right-sized to Castle Pines' staffing capacity and implementation needs. Our team has worked with DOLA on implementation of Colorado's updated housing and land use requirements, so we understand where the requirements are prescriptive, where flexibility exists to tailor methods to Castle Pines' specific water and growth conditions.

Our methodology emphasizes integration, linking comprehensive plan values, water, and growth strategies into a single, cohesive vision that is practical for Castle Pines' staff and decision-makers. Rather than treating the Comprehensive Plan, Strategic Growth Element, and Water Supply Element as separate, we will structure all tasks to share common assumptions and geographies, reducing redundancy and maximizing efficiency and value. With the Housing Needs Assessment already completed in partnership with DRCOG, we will build directly on that foundational work ensuring the Strategic Growth and Water Supply Elements reflect and reinforce its findings rather than duplicating them.

Integration also means coordinating closely with Castle Pines' two water providers so that the future land use map and growth strategies are grounded in what can realistically be served over time. Michael Baker will leverage their recent work on the Douglas County Water Master Plan to facilitate collaboration with Castle Pines North Metro District (CPNMD) and Parker Water & Sanitation and integrate an understanding of the current and future needs of the water and sewer infrastructure serving with Castle Pines.

TASK 13A. ADOPTION PROCESS FOR STRATEGIC GROWTH AND WATER ELEMENTS

While the Strategic Growth and Water Supply Elements will ultimately be integrated into the full Comprehensive Plan update, our team will provide a separate draft of these elements by December 2026 in order to comply with SB 24-174. Logan Simpson will assist the City in the formal adopt process for the strategic growth and water supply elements as an interim plan update and submit to DOLA for review and approval.

TASK 14. WORKING DRAFTS OF PLAN ELEMENTS

Based on direction identified in previous phases, we will start building the Comprehensive Plan around the priority plan elements or themes. We will adeptly integrate the Colorado State Code required components, along with any additional elements agreed upon with staff, while creating a wholly unique plan structure tailored to Castle Pines's priorities and values. Our team will provide working drafts of element chapters with associated maps and graphics, including the Future Land Use Map and the Three-Mile Plan.

The body of the Comprehensive Plan will rely heavily on graphics to support the policy framework and include only essential supporting materials, with full existing conditions reports, community engagement summaries, and other relevant reference material housed in an Appendix. This will ensure that the main document resonates not just with city planners but with all Castle Pines residents, elected officials, and other community stakeholders.

TASK 15. WORKING DRAFTS OF IMPLEMENTATION STRATEGIES

In addition to the elements, it is anticipated that the new Comprehensive Plan will contain a strong implementation approach. This section will include a systematic, prioritized implementation action plan, detailing near-term and long-term actions. This is likely to include recommendations to revise or develop new plans or studies, city services or process improvements, resources, capital projects, and coordination activities related to applicable goals, objectives, and/or policies within the element chapters. The implementation plan can also include additional details such as potential funding sources and departmental leads, if desired.

TASK 16. ADVISORY COMMITTEE MEETINGS

Two meetings with the Advisory Committee will be held in this phase to workshop the draft content of the plan, including goals, policies, and implementation strategies, and ultimately to make a recommendation to the Planning Commission and City Council.

TASK 17. PLANNING COMMISSION AND CITY COUNCIL UPDATES

We can provide updates to the Planning Commission and City Council, either individually or jointly, during this phase. These meetings can present an early look at the Public Draft to ensure major issues or concerns are addressed ahead of Public Review. If more appropriate, drafts of the plan can be circulated and discussed with Planning Commission and City Council members individually.

Phase 4 | Deliverables and Meetings

- Working Drafts – Element Chapters
- Working Drafts – Implementation
- AC Meeting #4 and #5, including agenda, materials, facilitation, and summary
- Public Draft Comprehensive Plan
- Planning Commission / City Council Meetings and presentation
- Planning Commission and City Council Interim Public Adoption Hearings

PHASE 5 | CELEBRATION

TASK 18. PUBLIC DRAFT PLAN

We will prepare a Public Draft of the Comprehensive Plan in either Word or InDesign, depending on City preference. In either format, the Draft Plan will be designed to meet or exceed WCAG 2.2 Level AA standards for digital accessibility, enduring compliance when posted online for public review.

TASK 19. PUBLIC INVOLVEMENT SERIES #4 – CELEBRATION AND PUBLIC REVIEW

The final Public Involvement Series is the opportunity for the public to review and provide feedback on the Plan. We also view this as a celebration of a successful community-based planning process. The event will be celebratory in nature, highlighting the community process and direction in the updated Plan. The Public Draft will be posted on the project website using the collaborative commenting platform, Konveio, and promoted through the outreach channels identified in the PIP for public review. To capture all comments from the Public Draft review period and ensure that they are adequately and appropriately addressed, our team will prepare a

spreadsheet for the City Staff inclusive of each comment and how it will be addressed in the Adoption Hearing Draft Plan.

Phase 5 | Deliverables and Meetings

- Public Draft of Comprehensive Plan
- Public Involvement Series #4, including materials, facilitation, and summary of public comments

PHASE 6 | IMPLEMENTATION

TASK 20. ADOPTION HEARING DRAFT PLAN

We will revise the Public Draft based on City direction and public comments and prepare an Adoption Hearing Draft of the Comprehensive Plan for the public hearing process. This Draft will incorporate any changes requested by staff based on public comment.

TASK 21. PLANNING COMMISSION AND CITY COUNCIL HEARINGS

Our team can assist City Staff with presenting the recommended Comprehensive Plan to the Planning Commission and City Council. We will provide a PowerPoint presentation and can present or co-present with City Staff, as needed, and support for questions. We anticipate no more than two rounds of revisions to the plan.

TASK 22. FINAL COMPREHENSIVE PLAN DOCUMENT AND TRANSMITTAL

Following City Council adoption, we will prepare the Final Comprehensive Plan, incorporating any changes directed by the Planning Commission or City Council. The final document will be formatted for ease of use by staff, decision makers, and the public, with clear navigation and consistent visual style. All final materials will be packaged and delivered to City staff in approved formats and will meet ADA and WCAG accessibility standards for online access. Final maps and overlays will be fully compatible with ArcGIS and formatted in accordance with City requirements. Our team will also provide all native files developed during the process, including GIS Shapefiles and high-resolution graphics and photos.

Phase 6 | Deliverables and Meetings

- Adoption Draft Comprehensive Plan
- Planning Commission Hearing including materials (in person)
- City Council Hearing including materials (in person)
- Final Comprehensive Plan
- Final native digital files

ADDITIONAL ENGAGEMENT ACTIVITIES

ENGAGEMENT NODES

Our team can create eye-catching, branded pop-up displays that travel to community hubs like the library, community center, coffee shops, and other local partners. Each display will invite residents into the process through an easy QR code that links directly to the Comprehensive Plan website and interactive activities. The setup can be customized for each location and audience, whether that means adding a small table with hard-copy surveys and a drop box or including a hands-on poster board where people can leave comments, ideas, and sketches. These pop-ups will feel approachable, playful, and accessible, making it easy for people to participate wherever they spend their time.

YOUTH ENGAGEMENT

Our team can coordinate with Castle Pines' public and private schools, teachers, and student organizations to involve elementary and middle students at key stages of the Comprehensive Plan process. This could include hosting classroom-based discussions, interactive workshops, or integrating planning-related activities into existing civics, government, or social studies curricula. Students' perspectives are especially valuable, as they will be the community members most directly impacted by the changes envisioned in the next 10–20 years. Engaging them early in the process also helps build civic awareness and leadership skills, while ensuring the Plan reflects the priorities of the next generation.

TEDTALK EVENT

This event would be designed to be a fun and informational night out for the community for awareness of important issues that likely will be the focal point of the upcoming Comprehensive Plan. It can be a panel discussion with local leaders, partners, or regional organizations.

EXHIBIT B
COMPENSATION

PHASE AND TASKS	LABOR	EXPENSES	TOTAL
PHASE 1: INSPIRATION			
Task 1. City Staff Kickoff Meeting	$2,720	$102	$2,822
Task 2. Ongoing Project Management	$13,290	$-	$13,290
Task 3. Public Involvement Plan	$1,200	$-	$1,200
Task 3a. Project Awareness Campaign	$2,800	$-	$2,800
Task 4. City Council and Planning Commission Kickoff Meetings	$1,320	$116	$1,436
Task 5. Public Involvement Series #1	$6,080	$174	$6,254
Subtotal Task 1 Labor	$27,410	$392	$27,802

PHASE AND TASKS	LABOR	EXPENSES	TOTAL
PHASE 2: DISCOVERY			
Task 6. Comprehensive Plan Advisory Committee	$1,080	$58	$1,138
Task 7. Data Analysis and Background Materials	$1,420	$-	$1,420
Task 8. Existing Conditions Snapshots	$17,470	$-	$17,470
Task 8a. Online Data Dashboard	$3,840	$-	$3,840
Subtotal Task 2 Labor	$23,810	$58	$23,868
PHASE 3: INNOVATION			
Task 9. Public Involvement Series #2	$6,100	$58	$6,158
Task 10. Public Involvement Series #3	$6,100	$58	$6,158
Task 11. Advisory Committee Meetings	$1,080	$-	$1,080
Task 12. Planning Commission and City Council Updates	$1,080	$58	$1,138
Subtotal Task 3 Labor	*$14,360*	*$174*	*$14,534*
PHASE 4: CREATION			
Task 13. Working Draft of Strategic Growth and Water Elements	$8,150	$-	$8,150
Task 13a. Adoption Process for Strategic Growth and Water Elements	$2,800	$116	$2,916
Task 14. Working Drafts of Plan Elements	$17,560	$-	$17,560
Task 15. Working Drafts of Implementation Strategies	$2,960	$-	$2,960
Task 16. Advisory Committee Meetings	$1,080	$-	$1,080
Task 17. Planning Commission and City Council Updates	$1,080	$-	$1,080
Subtotal Task 4 Labor	$33,630	$116	$33,746
PHASE 5: CELEBRATION			
Task 18. Public Draft Plan	$5,120	$-	$5,120
Task 19. Public Involvement Series #4	$5,080	$58	$5,138
Subtotal Task 5 Labor	*$10,200*	*$58*	*$10,258*
PHASE 6: IMPLEMENTATION			
Task 20. Adoption Hearing Draft	$1,420	$-	$1,420
Task 21. Planning Commission and City Council Hearings	$2,800	$116	$2,916
Task 22. Final Comprehensive Plan Document and Transmittal	$1,080	$-	$1,080
Subtotal Task 6 Labor	*$5,300*	*$116*	*$5,416*
ADDITIONAL ENGAGEMENT ACTIVITIES			

PHASE AND TASKS	LABOR	EXPENSES	TOTAL
Engagement Nodes	$2,720	$2,000	$4,720
Youth Engagement in Schools	$3,000	$-	$3,000
TEDTalk Panel Event	$6,255	$145	$6,400
Subtotal Engagement Activities Labor	$12,120	$2,000	$14,120
TOTAL	**$126,830**	**$2,914**	**$129,744**