



City of Castle Pines, Colorado

CITY COUNCIL MEETING AGENDA
360 Village Square Lane, Event Hall, Castle Pines, CO 80108
Tuesday, March 24, 2026

VIEWING THE PUBLIC MEETING: THE MARCH 24, 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. Electric Vehicle Study Session Update
[E Vehicle Study Session - UPDATE.pdf](#)
[DRAFT Ordinance 26-XX, Vehicles.docx](#)
- b. Photo Radar Speed Enforcement
- c. City of Castle Pines History of Parks and Recreation Funding
[Parks and Recreation history.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**
 - 5a. Written Public Comment
[2026-02-24 Written Public Comment Fluhr, Marisa.pdf](#)
[2026-03-09 Written Public Comment Forrest, Allison_Redacted.pdf](#)
[2026-03-09 Written Public Comment Jacobson, Paul & Tucker, Susan.pdf](#)
[2026-03-09 Written Public Comment Leach, Sean_Redacted.pdf](#)
[2026-03-09 Written Public Comment.pdf](#)
[2026-03-10 Written Public Comment O'Connor, Brian_Redacted.pdf](#)
[2026-03-10 Written Public Comment Quinn, Joe.pdf](#)
[2026-03-10 Written Public Comment Quinn, Joe Attachment #1.pdf](#)
[2026-03-10 Written Public Comment Quinn, Joe Attachment #2.pdf](#)
[2026-03-10 Written Public Comment O'Connor, Brian_Redacted.pdf](#)
[2026-03-12 Written Public Comment Barringer, John_Redacted.pdf](#)

Mayor
Tracy Engerman

District 1
Chris Eubanks
Deborah Mulvey

District 2
Ron Cole
Kori Salazar

District 3
Geoff Blue
Nate Winegar

[2026-03-12 Written Public Comment Birschbach, Judy_Redacted.pdf](#)
[2026-03-12 Written Public Comment Pradhan, Kara.pdf.pdf](#)
[2024-03-14 Written Public Comment Carnes, Todd #2.pdf](#)
[2025-03-16 Written Public Comment Meffert, Walt_Redacted.pdf](#)
[2026-03-13 Written Public Comment Brauer, Bill_Redacted.pdf](#)
[2026-03-14 Written Public Comment Alsop, Jackie_Redacted.pdf](#)
[2026-03-14 Written Public Comment Rice, Jennifer.pdf](#)
[2026-03-15 Written Public Comment Buffetti, Paula.pdf](#)
[2026-03-16 Written Public Comment Tatineni, Raventh.pdf](#)

6. Presentation of Minutes

- 6a. Minutes from the March 10, 2026 City Council Meeting
[2026-03-10 City Council Meeting Minutes DRAFT.docx](#)

7. Consent Agenda

- 7a. Resolution 26-20, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Intergovernmental Agreement Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Castle Pines Regarding City of Castle Pines Stream Conditions Assessment and Project Prioritization
[Staff Report Resolution 26-20.pdf](#)
[Resolution 26-20, Approving Mile High Flood District IGA final.docx](#)
[IGA with Mile High Flood District.docx](#)
- 7b. Resolution 26-21, A Resolution of the City Council of the City of Castle Pines, Colorado, Awarding a Bid and Approving a Construction Contract with EDW. C. LEVY CO. D/B/A Schmidt Construction Company for the 2026 Pavement Maintenance Program (2026-PW-003)
[Staff Report Resolution 26-21.pdf](#)
[Resolution 26-21, Award of Bid for 2026 Pavement Maintenance Program.docx](#)
[Construction Contract_Pavement Maintenance Program_EDW C Levy.docx](#)
[Construction planned work locations 2026-PW-003.pdf](#)
[BID TABULATION PROJECT 2026-PW-003.pdf](#)
[Recommendation for Award 2026-03-09 PW-2026-003 Pavement Maintenance Program.pdf](#)
- 7c. Resolution 26-22, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Agreement for Services and Equipment Between the City of Castle Pines and Barricade Holdings LLC D/B/A Colorado Barricade Co. for On-Call Striping and Pavement Marking Services
[Staff Report Resolution 26-22.pdf](#)
[Resolution 26-22, Approving Striping and Pavement PSA.docx](#)
[2026-03-24 Colorado Barricade Co. PSA for On-Call Striping and Pavement Markings.pdf](#)

8. General Business

- 8a. Resolution 26-23, A Resolution of the City Council of the City of Castle Pines, Colorado, Concerning the Development of an Annexation Policy, Imposing a Stay on Future Annexation Applications and Accepting the Withdrawal of the Annexation Petition for Properties Known as Crowsnest Annexation

[Staff Report Resolution 26-23.pdf](#)
[Resolution 26-23, Annexation Policy, Crowsnest Termination, and Stay of Annexation Applications.docx](#)
[Letter of Withdrawal for Properties known as Crowsnest Annexation.pdf](#)

- 8b. PUBLIC HEARING: Initial Zoning The Crowsnest Planned Development (PD), Case No. RPD-2025-001 (**VACATE**)
[Staff Report The Crowsnest Planned Development \(PD\), Case No. RPD-2025-001..pdf](#)
[Attachment A Letter Withdrawing PD Zoning Application.pdf](#)

9. Comments/Reports

- 9a. City Manager's Report
[February 2026 Municipal Court Statistics](#)
[March 2026 Grant Updates.pdf](#)
- 9b. Council Member Reports
- 9c. Mayor's Report

10. Adjournment

City Council Meetings are held on the second and fourth Tuesday of each month at the Douglas County Library, 360 Village Square Lane, 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

Electric Vehicle Study Session Update



MICHOW | GUCKENBERGER | MCASKIN
ATTORNEYS AT LAW

AGENDA

Covering the proposed ordinance provisions

Parent Responsibility

- No parent or legal guardian shall cause, permit, or knowingly allow a minor under the age of eighteen (18) years of age to operate an off-highway vehicle on any public street, road, alley, or other public property within the City in violation of this chapter.
- Any person found guilty of, or entering a plea of guilty or no contest to, a violation of this section shall be subject to a mandatory minimum fine of two hundred fifty dollars (\$250.00).

Eluding

- It is unlawful for any operator of an off-highway vehicle to willfully fail to stop, or to willfully attempt to elude or evade, a peace officer after receiving a clear visual or audible signal directing the operator to stop. This section applies when the officer has reasonable articulable suspicion that the operator has violated any provision of state law or the City of Castle Pines Municipal Code.
- The signal must be given by a peace officer operating a marked official vehicle or wearing a clearly identifiable uniform.
- Prohibited conduct includes, without limitation: (1) increasing speed to avoid the officer; (2) extinguishing lights; (3) departing the roadway to avoid the stop; or (4) any other conduct demonstrating a willful intent to avoid the officer.

Insurance

- Every off-highway vehicle shall be covered by either an insurance policy complying with the State's requirements for motor vehicles or a certificate of self-insurance in full force and effect that complies with the State's requirements for motor vehicles.
- No owner or operator of an off-highway vehicle shall fail to present immediate evidence of such complying policy or certificate upon: (1) request of a peace officer following any lawful stop or traffic contact; (2) any peace officer's investigation of an accident or incident involving the off-highway vehicle; or (3) any other lawful request by a peace officer.

Reckless Driving

- No person shall operate an off-highway vehicle within the City in willful or wanton disregard for the safety of persons or property.
- For purposes of this section, "willful or wanton disregard" means conduct that the operator knew, or reasonably should have known, created a substantial and unjustifiable risk of harm to persons or property.

Careless Driving

- No person shall operate an off-highway vehicle within the City in a careless or imprudent manner.
- A person operates in a careless or imprudent manner when they fail to exercise the degree of care that a reasonably prudent person would exercise under the same or similar circumstances, with due regard for road width, grade, curves, intersections, traffic conditions, the presence of pedestrians, and all other relevant circumstances then apparent..

Safety Equipment

- Helmet. Every operator of an off-highway vehicle who is under the age of eighteen (18) years shall wear a properly fitted and fastened safety helmet.
- Eye Protection. Every operator of an off-highway vehicle, regardless of age, shall wear protective eyewear sufficient to prevent injury from wind, dust, and debris.
- Proof of Compliance. A peace officer may order an operator to cease operation of the off-highway vehicle until compliance with this section is achieved.

Impoundment

- The Douglas County Sheriff's Office is hereby authorized to impound any off-highway vehicle which the Sheriff's office has probable cause to believe is being operated on the public streets, roads, and alleys within the City in violation of the provisions of this chapter.
- Vehicle so impounded shall remain impounded until such time as the operator of such impounded off-highway vehicle is found guilty of a violation under this chapter, pleads guilty to a violation under this chapter, or is found not guilty by the Castle Pines Municipal Court.
- The owner of such vehicle shall pay an impoundment fee, which may be established or modified or amended from time to time by resolution of the City Council
- After five days following impoundment of the vehicle, the owner shall also pay a storage fee, which may be established or modified or amended from time to time by resolution of the City Council, for each day that said vehicle remains in the custody and control of the Sheriff's Office.

LSEVs

- Driver's License. No low-speed electric vehicle may be operated on the streets of the City unless there is a properly licensed human driver controlling the operation of the vehicle.

LSEVs

- Child Restraint System Required. No low-speed electric vehicle may be operated without all occupants properly restrained in a safety belt or child restraint system, as applicable.
- If the child is less than one year of age and weighs less than twenty pounds, the child shall be properly restrained in a rear-facing child restraint system in a rear seat of the vehicle. If the child is one year of age or older, but less than four years of age, and weighs less than forty pounds, but at least twenty pounds, the child shall be properly restrained in a rear-facing or forward-facing child restraint system.

Questions



MICHOW | GUCKENBERGER | MCASKIN
ATTORNEYS AT LAW

Electrical Assisted Bicycle (E-Bikes)

A vehicle with:

- (1) 2 or 3 wheels,
- (2) Operable pedals, and
- (3) An electric motor not exceeding 750 watts.

Does not include vehicles modified (or designed to be easily modified) not to meet requirements.



Class 1	Class 2	Class 3	Multiple Mode
Pedal-assist only, ceases at 20 mph	Pedal-assist or throttle, ceases at 20 mph	Pedal-assist only, ceases at 28 mph	An e-bike that can switch between classes

Electric Personal Assistive Mobility Device (“EPAMD”)

A self-balancing vehicle that:

- (1) has 2 non-tandem wheels, and
- (2) is powered solely by an electric motor not exceeding 750 watts.



Segways

Electric Scooter

A vehicle that:

- (1) Weighs less than 100 pounds,
- (2) Has handlebars, and
- (3) Is powered by electric motor that cannot go faster than 20 mph when on a paved, level surface



Low-Powered Scooter

A self-propelled vehicle that:

- (1) Is designed to be operated on roadways,
- (2) Has 3 or fewer wheels in contact with the ground,
- (3) Has a manual clutch, and:
 - a) A cylinder capacity not exceeding 50 cubic centimeters; OR
 - b) Less than or equal to 4,476 watts.



Vespas

Despite the name, these are MUCH more powerful than electric scooters

Golf Cart

A self-propelled vehicle that:

- (1) Is not designed to be operated on roadways,
- (2) Has a design speed of less than 20 mph,
- (3) Has at least 3 wheels in contact with the ground,
- (4) Has an empty weight of not more than 1,000 pounds, and
- (5) A carrying capacity of not more than 4 people.



Low-Speed Electric Vehicle (“LSEVs”)

A self-propelled vehicle that:

- (1) Is electric,
- (2) Has at least 3 wheels in contact with the ground,
- (3) Does not use handlebars to steer, and
- (4) Has a 17-character Vehicle Identification Number (VIN) or certain manufacturing requirements.



E-Motorcycle

A vehicle that:

- (1) Uses handlebars connected to the front wheel(s) to steer;
- (2) Has a seat on which the rider sits astride; and
- (3) Is designed to travel on not more than 3 wheels on the ground



Must be “street legal” and have license plates, brake lights, turn signals, etc.

Off-Highway Vehicle (“OHVs”)

A self-propelled vehicle that:

- (1) Is designed to travel on wheels or tracts,
- (2) Is designed for off-highway uses, and
- (3) Is generally and commonly used to transport people for recreational purposes.



UTV



ATV



E-Dirt Bike

Toy Vehicles

A vehicle that:

- (1) Has wheels; and
- (2) Is not designed for use on public highways or for off-road use.



Minibike



Hoverboard

Overview of State Laws based on Vehicle Types

Vehicle Rules

Device		Registration Required	Driver's License Required	Insurance Required	Age Restrictions	Safety Requirements	Allowed on Streets	Allowed on sidewalks, trails, and bike paths	Other Rules
E-Bikes	Class 1 & 2	No 1	No 1	No	No 1	No 1	Yes 2	Yes	
	Class 3	No 1	No 1	No	Yes (16)	Yes (minors-helmet)	Yes 2	No	
EPAMDs		Yes	Yes	No	Yes (16)	No	Yes 2 (but not limited-access highways)	Sidewalks – yes 2 Paths/Trails – no 1	Cannot go faster than 12 ½ mph
E-Scooters		No	No	No	No 1	No 1	Yes 2	Yes 2	
Low-Powered Scooters		Yes	Yes	Yes	Yes (16)	Yes (minors-helmet)	Yes	No	Cannot go faster than 40 mph
Golf Carts		No	No	No	No 1	No 1	No 1	No 1	
LSEV		Yes	Yes	Yes	Yes (16)	No 1	Yes	No	
E-Motorcycle		Yes	Yes	Yes	Yes (16)	Yes (minors – helmet)	Yes	No	
OHVs		Yes	No 1	No 1	No 1	No 1	No 1 (limited exceptions)	No	
Toy Vehicles		No	No	No	No	No	Yes		

Off Highway Vehicle Problem

E-Motorcycles v OHV

	E-Motorcycle	OHV
Definition	<p>A vehicle that:</p> <ul style="list-style-type: none">(1) Uses handlebars connected to the front wheel(s) to steer;(2) Has a seat on which the rider sits astride; and(3) Is designed to travel on not more than 3 wheels on the ground	<p>A self-propelled vehicle that:</p> <ul style="list-style-type: none">(1) Is designed to travel on wheels or tracts,(2) Is designed for off-highway uses, and(3) Is generally and commonly used to transport people for recreational purposes.

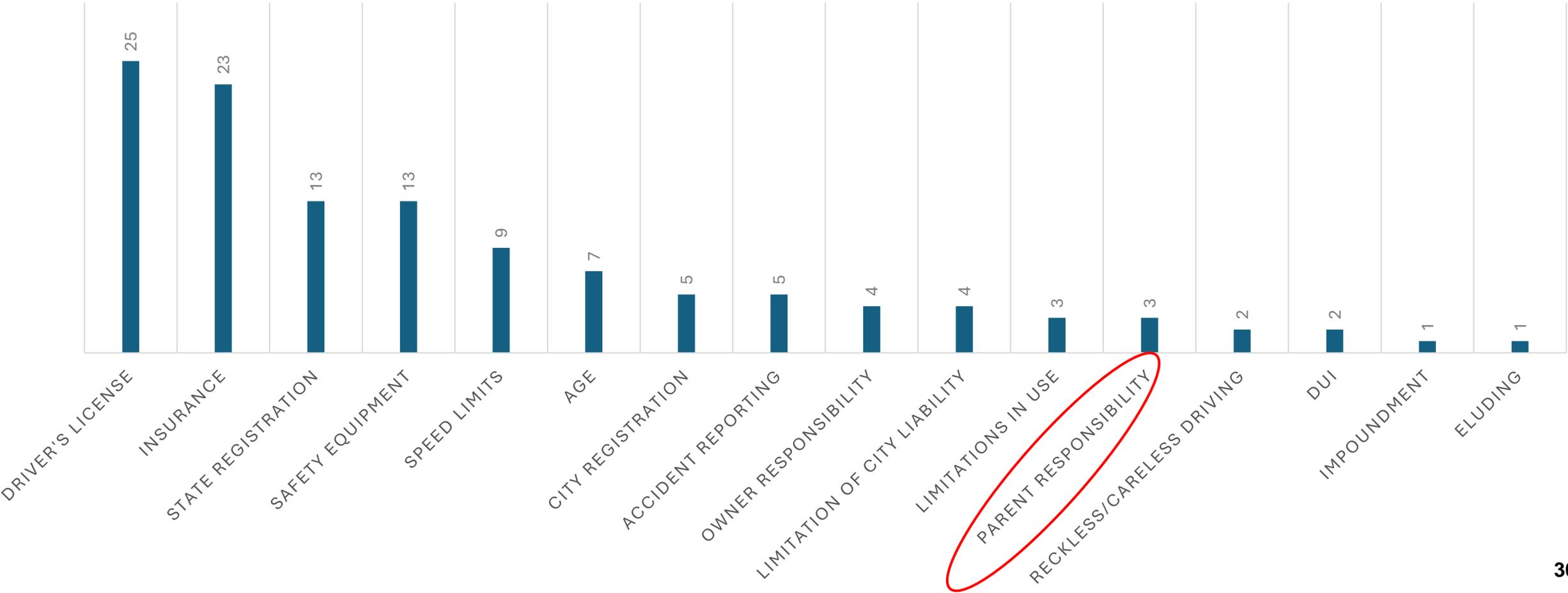
An electric dirt bike can be converted to an electric motorcycle by adding a VIN, a license plate, turn signals, and brake lights (etc.).

Essentially the Same Vehicle, Different Rules

Device	Registration Required	Driver's License Required	Insurance Required	Age Restrictions	Safety Requirements	Allowed on Streets	Allowed on sidewalks, trails, and bike paths
E-Motorcycle	Yes	Yes	Yes	Yes (16)	Yes (minors – helmet)	Yes	No
OHVs	Yes	No ¹	No ¹	No ¹	No ¹	No ¹ (limited exceptions)	No

Regulating OHVs

NUMBER OF CITIES WITH REGULATION



Driver's License

Requires all drivers of OHVs to have a valid driver's license

Insurance

Requires all drivers of OHVs to have to have liability insurance (similar to the limits required for vehicles)

State Registration

Requires all OHVs to be registered with the State Parks & Wildlife Division

Safety Equipment

- Requires helmets for drivers under 18
- Requires eye protection
- Requires seatbelts (if provided by the OHV) to be worn
- Requires child restraint systems where applicable

Speed Limits

Sets speed limits on trails, or where applicable, roads

Age

- Separate from driver's license requirements
- Most common for snow mobiles (e.g., 10 years old)

City Registration

Sets up a municipal permitting system, and requires drivers to receive a city permit prior to operation

Accident Reporting

Similar to vehicles, requires drivers involved in an accident to report that accident to law enforcement

Owner Responsibility

Puts the responsibility on the owner of the OHV if an accident or violation occurs

Limitations of City Liability

Disclaims City liability for any use of OHVs in the City.

Limitations in Use

- Some cities only allow OHVs to be operated to remove snow

Parent Responsibility

Puts the responsibility on the parent if their kid causes an accident or violates a OHV provision

Reckless/Careless Driving

Similar to vehicles, allows cities to write tickets to operators of OHVs for reckless or careless driving

DUI

Makes it an offense to operate an OHV while impaired

Impoundment

Provides regulations when a city can impound an OHV if the operator repeatedly violates regulations

Eluding

Creates a separate offense for eluding law enforcement on an OHV

ORDINANCE NO. 26-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, REPEALING AND REENACTING ARTICLE 2 OF CHAPTER 8 OF THE CASTLE PINES MUNICIPAL CODE TO REGULATE OFF-HIGHWAY VEHICLES

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, pursuant to C.R.S. § 33-14.5-110(1), local governments may regulate the operation of off-highway vehicles on public lands, waters, and property within their jurisdiction and on streets and highways within their boundaries by resolution or ordinance; and

WHEREAS, pursuant to C.R.S. § 42-4-111(1)(aa), local governments may regulate the operation of low-speed electric vehicles; and

WHEREAS, throughout the City, there have been ongoing issues with individuals operating off-highway vehicles and low-speed electric vehicles in a manner that is dangerous to public health, safety, and welfare; and

WHEREAS, the City finds that currently there are insufficient regulations to mitigate this danger; and

WHEREAS, the City Council desires to amend the Castle Pines Municipal Code to impose regulations on the operation of off-highway vehicles and low-speed electric vehicles in the City.

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. Article 2 of Chapter 8 of the Castle Pines Municipal Code, currently titled “Reserved,” is hereby repealed in its entirety and reenacted to read as follows:

Article 2 – Vehicles

Sec. 8-2-10. – Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Low-Speed Electric Vehicle (LSEV) means a vehicle that (a) is self-propelled utilizing electricity as its primary propulsion method; (b) has at least three wheels in contact with the ground; (c) does not use handlebars to steer; and (d) exhibits the

manufacturer's compliance with 49 CFR 565 or displays a seventeen-character vehicle identification number as provided in 49 CFR 565.

Off-Highway Vehicle (OHV) means a self-propelled vehicle that is designed to travel on wheels or tracks, is designed for off-highway use, and is generally and commonly used to transport people for recreational purposes. OHVs include those motorcycles more commonly known as dirt bikes. OHVs do not include the following:

- (1) Vehicles designed and used primarily for travel on, over, or in the water;
- (2) Snowmobiles;
- (3) Golf carts;
- (4) Vehicles designed and used to carry individuals with disabilities;
- (5) Vehicles designed and used specifically for agricultural, logging, or mining purposes;
- (6) Vehicles registered C.R.S. article 3 of title 42; or
- (7) A surplus military vehicle, as defined in CRS § 42-6-102 (20.5), that is owned or leased by a municipality, county, or fire protection district, as defined in CRS § 32-1-103 (7), for the purpose of assisting with firefighting efforts, including mitigating the risk of wildfires.

Peace Officer includes an officer of the Douglas County Sheriff's Office or Colorado State Patrol.

Sec. 8-2-20. – Off-Highway Vehicles.

- (a) Parent Responsibility. No parent or legal guardian shall cause, permit, or knowingly allow a minor under the age of eighteen (18) years of age to operate an off-highway vehicle on any public street, road, alley, or other public property within the City in violation of this chapter. Any person found guilty of, or entering a plea of guilty or no contest to, a violation of this section shall be subject to a mandatory minimum fine of two hundred fifty dollars (\$250.00).
- (b) Eluding. It is unlawful for any operator of an off-highway vehicle to willfully fail to stop, or to willfully attempt to elude or evade, a peace officer after receiving a clear visual or audible signal directing the operator to stop. This section applies when the officer has reasonable articulable suspicion that the operator has violated any provision of state law or the City of Castle Pines Municipal Code. The signal must be given by a peace officer operating a marked official vehicle or wearing a clearly identifiable uniform. Prohibited conduct includes, without limitation: (1) increasing speed to avoid the officer; (2) extinguishing lights; (3) departing the roadway to avoid the stop; or (4) any other conduct demonstrating a willful intent to avoid the officer.
- (c) Insurance. Every off-highway vehicle shall be covered by either an insurance policy complying with the State's requirements for motor vehicles or a

certificate of self-insurance in full force and effect that complies with the State's requirements for motor vehicles. No owner or operator of an off-highway vehicle shall fail to present immediate evidence of such complying policy or certificate upon: (1) request of a peace officer following any lawful stop or traffic contact; (2) any peace officer's investigation of an accident or incident involving the off-highway vehicle; or (3) any other lawful request by a peace officer.

- (d) Reckless Driving. No person shall operate an off-highway vehicle within the City in willful or wanton disregard for the safety of persons or property. For purposes of this section, "willful or wanton disregard" means conduct that the operator knew, or reasonably should have known, created a substantial and unjustifiable risk of harm to persons or property.
- (e) Careless Driving. No person shall operate an off-highway vehicle within the City in a careless or imprudent manner. A person operates in a careless or imprudent manner when they fail to exercise the degree of care that a reasonably prudent person would exercise under the same or similar circumstances, with due regard for road width, grade, curves, intersections, traffic conditions, the presence of pedestrians, and all other relevant circumstances then apparent.
- (f) Safety Equipment.
 - (1) Helmet. Every operator of an off-highway vehicle who is under the age of eighteen (18) years shall wear a properly fitted and fastened safety helmet.
 - (2) Eye Protection. Every operator of an off-highway vehicle, regardless of age, shall wear protective eyewear sufficient to prevent injury from wind, dust, and debris.
 - (3) Proof of Compliance. A peace officer may order an operator to cease operation of the off-highway vehicle until compliance with this section is achieved.
- (g) Impoundment. The Douglas County Sheriff's Office is hereby authorized to impound any off-highway vehicle which the Sheriff's office has probable cause to believe is being operated on the public streets, roads, and alleys within the City in violation of the provisions of this chapter. Unless otherwise determined by the Castle Pines Municipal Court or the Sheriff, any vehicle so impounded shall remain impounded until such time as the operator of such impounded off-highway vehicle is found guilty of a violation under this chapter, pleads guilty to a violation under this chapter, or is found not guilty by the Castle Pines Municipal Court of violating a provision in this chapter. In the event an off-highway vehicle is impounded pursuant to this section, the owner of such vehicle shall pay an impoundment fee, which may be

established or modified or amended from time to time by resolution of the City Council, and after five days following impoundment of the vehicle, the owner shall also pay a storage fee, which may be established or modified or amended from time to time by resolution of the City Council, for each day that said vehicle remains in the custody and control of the Sheriff's Office.

Sec. 8-2-30. – Low Speed Electric Vehicles.

- (a) Driver's License Required. No low-speed electric vehicle may be operated on the streets of the City unless there is a properly licensed human driver controlling the operation of the vehicle.
- (b) Child Restraint System Required. No low-speed electric vehicle may be operated without all occupants properly restrained in a safety belt or child restraint system, as applicable. If the child is less than one year of age and weighs less than twenty pounds, the child shall be properly restrained in a rear-facing child restraint system in a rear seat of the vehicle. If the child is one year of age or older, but less than four years of age, and weighs less than forty pounds, but at least twenty pounds, the child shall be properly restrained in a rear-facing or forward-facing child restraint system.

Section 3. 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 4. 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 5. 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 6. 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



CITY OF CASTLE PINES

HISTORY OF PARKS AND RECREATION FUNDING

March 24, 2026



PARK, TRAILS, AND OPEN SPACE – 2008 TO 2021

- Elk Ridge Park
- Responsibilities funded by General Fund
- Less than 4% funded by Park Rental fees
- Minor capital expenditures include Fitness Court & Trail Improvements
 - Fitness Court funded by Castle Pines Parks Authority dissolution transfer of cash

2022 & 2023 – IGAS WITH NORTH PINE VISTAS METRO DISTRICT AND CASTLE PINES NORTH METRO DISTRICT

- Parks, Trails, Open Space responsibilities now include Elk Ridge Park, NPVMD, and CPNMD boundaries
- NPVMD beginning in 2022 – funded by transfer of mill levy proceeds – fully expended by 2024
- CPNMD beginning in 2023 – funded by transfer of mill levy proceeds – fully expended by 2025
- Elk Ridge Park operations and maintenance funded by General Fund

NPVMD FUND & P&R NORTH FUND

	2022 Audited Actual	2023 Audited Actual	2024 Audited Actual	2025 Year-end Projection
NPVMD NOS. 1-3 O&M FUND				
Beginning Fund Balance	-	3,604	209,830	-
Revenue	282,693	312,764	27,576	-
Total Funds Available	282,693	316,368	237,406	-
Expenditures	(279,089)	(106,538)	(237,406)	-
Ending Fund Balance	3,604	209,830	-	-
PARKS AND RECREATION NORTH FUND				
Beginning Fund Balance	-	-	6,600,748	5,875,149
Revenue	-	8,641,523	1,592,534	360,000
Total Funds Available	-	8,641,523	8,193,282	6,235,149
Expenditures	-	(1,677,975)	(2,318,133)	(6,235,149)
Transfer to Capital Improvements Fund	-	(362,800)	-	-
Ending Fund Balance	-	6,600,748	5,875,149	-

2024 & 2025 – VOTER-APPROVED 12 MILLS DEDICATED PROPERTY TAX

- In November 2023, City voters approved a 12 mills property tax dedicated to Parks, Trails, Recreation, and Open Space purposes
- All metro districts in the City, including NPVMD and CPNMD, agreed to reduce their property tax by 12 mills – net property tax effect to property owners is zero

PARKS AND RECREATION FUND

	2018	2019	2020	2021	2022	2023	2024	2025
	Audited	Audited	Audited	Audited	Audited	Audited	Audited	Year-end
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projection
Parks and Recreation Fund								
Revenue								
Property Tax - 12 Mills	-	-	-	-	-	-	4,525,276	4,750,000
Specific Ownership Tax - 12 Mills	-	-	-	-	-	-	335,322	360,000
Park Fees	18,676	19,559	13,668	22,380	26,685	49,429	63,418	89,000
Parkland Cash-in-Lieu	-	-	-	117,700	44,200	-	-	-
Insurance Recovery	-	-	13,540	-	-	-	-	-
Contributions	-	-	-	-	-	300,000	-	-
Castle Pines Park Authority	120,000	719,847	-	-	-	-	-	-
Transfer from General Fund	123,000	225,174	157,000	432,096	481,199	704,996	-	-
Transfer from Conservation Trust Fund	-	100,000	100,000	100,000	100,000	250,000	-	-
Total Revenue	261,676	1,064,580	284,208	672,176	652,084	1,304,425	5,034,408	5,399,000
Expenditure								
Administration	78,117	91,860	127,733	190,374	289,015	175,653	262,297	753,300
Water / Electric	38,542	30,304	34,153	31,207	37,368	29,652	40,396	265,000
Parks	148,788	338,664	107,162	188,849	158,448	271,973	287,870	1,740,700
Contributions	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Capital Improvements	-	-	46,023	-	124,253	1,213,719	59,034	2,072,000
Total Expenditure	365,447	560,828	415,071	510,430	709,084	1,790,997	749,597	4,931,000
Beginning Fund Balance	236,288	132,517	636,269	505,406	667,152	610,152	123,580	4,408,391
Revenue/Transfers In	261,676	1,064,580	284,208	672,176	652,084	1,304,425	5,034,408	5,399,000
Total Available	497,964	1,197,097	920,477	1,177,582	1,319,236	1,914,577	5,157,988	9,807,391
Expenditure	(365,447)	(560,828)	(415,071)	(510,430)	(709,084)	(1,790,997)	(749,597)	(4,931,000)
Ending Fund Balance	132,517	636,269	505,406	667,152	610,152	123,580	4,408,391	4,876,391

2026 – ALL CITY-WIDE PARKS, RECREATION, TRAILS AND OPEN SPACE, NOW FUNDED BY 12 MILLS PROPERTY TAX

- The Parks and Recreation Fund now accounts for all city-wide parks, recreation, trails, and open space
- The adopted 2026 Annual Budget for the P&R Fund is divided into cost centers

Elk Ridge Park

Ramble Park

Trails

Coyote Ridge Park

Pronghorn Park

Roadway/Entryway Landscaping

Daniel's Gate Park

Pocket Parks

Capital

Retreat Park

Open Space

Administration

2026 BUDGET PLUS 5-YEAR FORECAST

	2026 Proposed Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
Parks, Recreation, Trails, and Open Space						
Revenue						
Property Tax - 12 Mills	4,845,000	5,141,000	5,437,000	5,667,000	5,897,000	6,127,000
Specific Ownership Tax - 12 Mills	374,000	401,000	432,000	461,000	492,000	526,000
Park Fees	92,000	99,000	107,000	114,000	122,000	130,000
Interest Earnings	150,000	100,000	50,000	50,000	50,000	50,000
Total Revenue	5,461,000	5,741,000	6,026,000	6,292,000	6,561,000	6,833,000
Expenditure						
Administration	946,000	964,400	991,400	1,027,700	1,057,000	1,092,300
Water / Electric	932,000	942,000	968,000	1,000,000	1,037,000	1,082,000
Parks	1,608,000	1,623,000	1,664,000	1,727,000	1,785,000	1,863,000
Open Space	1,028,000	1,038,000	1,067,000	1,103,000	1,143,000	1,191,000
Trails	623,000	629,000	647,000	669,000	693,000	723,000
Roadway/Entryway Landscaping	146,000	148,000	152,000	157,000	162,000	169,000
Capital Improvements	3,200,000	500,000	500,000	500,000	500,000	500,000
Total Expenditure	8,483,000	5,844,400	5,989,400	6,183,700	6,377,000	6,620,300
Beginning Fund Balance	787,639	(2,234,361)	(2,337,761)	(2,301,161)	(2,192,861)	(2,008,861)
Revenue/Transfers In	5,461,000	5,741,000	6,026,000	6,292,000	6,561,000	6,833,000
Total Available	6,248,639	3,506,639	3,688,239	3,990,839	4,368,139	4,824,139
Expenditure	(8,483,000)	(5,844,400)	(5,989,400)	(6,183,700)	(6,377,000)	(6,620,300)
Ending Fund Balance	(2,234,361)	(2,337,761)	(2,301,161)	(2,192,861)	(2,008,861)	(1,796,161)
Excess/Short of Required Reserve	336,289	217,539	217,889	277,614	413,289	565,164

From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Crowsnest Planned Development
Date: Tuesday, February 24, 2026 3:50:34 PM
Attachments: [A1C5E08A-C41F-4849-BFAF-748B0C42F638.MOV](#)
[Elk 2025.png](#)

To Whom it May Concern,

We received a letter notifying us of a plan to rezone agricultural land for a new development known as The Crowsnest Annexation. Having lived in this area for the last three years, we have some concerns about this being rezoned to allow for 3,965 homes and mixed commercial real estate. The concerns are as follows, and we would like them to be submitted as part of the written comment at your upcoming meetings on March 5, 2026 and March 24, 2026.

Environmental

- We have video evidence of golden eagles living in the area, and they are protected by the State of Colorado. I have attached the video for reference. [GoldenEagles.MOV](#)
- We have video and pictorial evidence of a heard of elk using this area as a migratory corridor for the last three years. Migratory corridors are also protected by the State of Colorado. Please see attached evidence. [Elk2024.mp4](#)
- Lemon Gulch is running through the majority of this property and there are serious environmental implications for building so close to a gulch, including increased risk of erosion, flooding, and slope instability.

Infrastructure

- This property, while part of Castle Pines, is nowhere near other infrastructure in Castle Pines. This means residents will be using the Town of Parker's infrastructure and putting a strain on it without contributing to the Town through taxes.
- Traffic coming to and from Castle Rock is already very backed up in the morning and in the afternoon on this two-lane road. Adding an additional 3,965 homes and commercial real estate will only make matters worse.

Economic

- There is already a supply and demand disparity in the area for real estate. With there being an excess number of vacant properties and around 5,000 more in the process of being built right next to this property in Looking Glass and Tanterra, this is driving property values down. Adding more homes will only make matters worse.

We would like these concerns to be considered when discussing rezoning this property and would advise that the land be kept from becoming a development as it would have a significant impact on the environment, infrastructure, and economy in the surrounding area. I appreciate your attention to these concerns, and I am happy to explain any of them further.

Thank you,

Marisa







From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Oppose Crowsnest Annexation
Date: Monday, March 9, 2026 1:39:05 PM

Hello,

I want to write an email to oppose the Crowsnest annexation. These developments are very damaging to wildlife and nature. It is horribly depressing that the destruction persists. It seems like this will continue until there is "nothing left".

I am curious if we can have a ballot measure to allow residents to vote? I live South of Parker directly East of this proposed development, however I don't know if I would be allowed to vote. I would like the opportunity to vote because Parker and Castlerock will be gravely, negatively affected.

Thanks,
Allison

March 9, 2026

Tobi Duffy – City Clerk
City of Castle Pines
Tobi@castlepines.gov

Subject – Crowsnest Annexation Petition

Dear Ms. Duffy:

We are writing to express our opposition to the proposed Crowsnest Annexation. We agree and echo all of the submitted opposition comments currently on record at the City. Without restating those other opposition comments, we would add that there would seem to be little cross community benefit to the proposed commercial property of the annexation. The proposed annexation is radically unlike the previous 3 annexations of Castle Valley, The Canyons, and Castle Pines Town Center in that Crowsnest Annexation requires an imaginative flagpole annexation of Crowsnest Road to create contiguity with Castle Pines. The proposed annexation is closer to Parker than it is Castle Pines!

Castle Pines will soon have two (2) discontinuous commercial zones, one on either side of I-25 and less than 1 mile between them. The commercial zone included within the annexation proposal would be the 3rd discontinuous commercial zone, over 10 miles via existing roads from the existing Castle Pines commercial zone. If one of the goals of the City is to promote Castle Pines as a destination for shoppers and promote Shop Local options adding the Crowsnest Annexation is not moving in that direction and also reverses the City's stated goal to consider all opportunities to strengthen physical, social, and economic cohesion within the City.

Again, we do not support this proposed annexation and suggest that if the City has any question as to community support for this proposal it should place the issue on the November election ballot at which time the voters are able to determine the leadership and direction of their community.

Regards,

Paul Jacobson & Susan Tucker
7843 Tangleoak Lane

From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Fwd: Opposition to Crowsnest Annexation
Date: Monday, March 9, 2026 6:34:57 AM

Apologies your email address got cut off. See note below

----- Forwarded message -----

From: Sean Leach [REDACTED]
Date: Mon, Mar 9, 2026 at 6:33 AM
Subject: Opposition to Crowsnest Annexation
To: <tracy.engerman@castlepinesco.gov>, <district1@castlepinesco.gov>, <obi@castlepinesco.gov>

Folks, we have been residents of Castle Pines for 12 years. I have seen it already grow far too much, it is starting to lose the small town charm. This proposed new annexation is a bad idea.

I am completely against the proposal and it should NOT be approved unless it is put to a vote to all of the city residents and they approve it.

Thank you,
Sean Leach
391 High Ridge Way

03/09/20

Good Evening Nate. Thanks for holding this event.

In the interest of expediency, I will be reading my opposition to the Crowfoot Annexation.

In the meeting held at the library a couple of weeks ago we heard a review committee say this application for annexation had passed all the required legal requirements for annexation. We also heard at least 3 lawyers dispute this statement by listing many city, county and state laws by paragraph and sentence where this proposal does not meet existing laws. They also warned of the legal and monetary consequences of ignoring this fact. Castle Pines citizens could be footing the bill by increased taxes just to pay for this litigation which could last for many years.

Secondly, the surveyor hired by the parties interested in getting approval for this annexation said the survey did show that at least $\frac{1}{6}$ th of the perimeter of the proposed annexation touched the perimeter of the city of Castle Pines. No map or calculations were provided to support this statement. (Show Exhibit A.)

→ It is obvious by inspection that the surveyor's statement does not align with this map. Not even close.

Thirdly, this umbilical cord which runs from Castle Pines to this remote island ^{at their} 100% liability and 0% benefit. We have to pay for patrol, fire prevention, accidents, maintenance and upkeep. We get 0 dollars back. That is not a good deal. Also, another question that haunts me is why aren't they applying for annexation to Parker?

→ Lastly Nate. None of your constituents here in this room get to vote on this. None. You are our only vote. I think it is clear how we would vote if we could. Even if this proposal did meet all of the legal statutes and laws you don't have to vote for it. You also have to ask "Is it best for Castle Pines and is it in line with the wishes of the people you represent?" It appears to me the answer to this is No.

From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Disapproval of Crowsnest annexation
Date: Tuesday, March 10, 2026 12:29:22 PM

Tobi,
I strongly disagree with the annexation of the Crowsnest property.
Castle Pines is already an island, we don't need a sub-island sucking more resources we don't have.

Thank you
Brian O'Connor

Sent from Brian O'Connor iPhone

Everyone has a distinct function:

Developers purchase undeveloped land, secure permits, and prepare it for construction, seeking to enhance its value and deliver build-ready lots for homebuilders. While frequently misunderstood, developers are essential in shaping communities and generating profits for themselves and their investors.

City councils, mayors, and staff work together with developers and residents to improve and protect the community, preserve its reputation, and ensure new developments do not negatively affect citizens' quality of life or financial stability.

Every Castle Pines resident lives in a property created through this process. Development indicates healthy community growth, but it must adhere to codes and financial guidelines to guarantee projects are self-sustaining and do not burden the community now or in the future.

Currently, the developer is vigorously pursuing annexation into the city, and inexplicably, staff are urging elected officials to make decisions that **we may not be adequately prepared to evaluate.**

When assessing a property, developers primarily research and secure commitments for water, sewer, and other utilities. The absence of these on this site should raise significant concerns—why push annexation so aggressively without ensuring eventual development? Assuming timely development is merely speculation; the land could be annexed, sold, or land banked at a higher value and remain unused for years, as seen with Stroh Ranch or Dawson Ridge. This could result in taxpayers spending substantial sums on Crowfoot for ongoing repairs and maintenance.

Such issues alone should disqualify annexation. To my knowledge, the following standard requirements for major development have not been met in a manner expected by any community:

1. Sufficient water supply for the entire development (typically confirmed by a "will serve" letter from the water provider)
 - Comprehensive financial feasibility analysis audited by the City and consultants
2. Development schedule integrated with the financial report
3. Consistent traffic study using approved formulas and independently reviewed standards
4. Financial guarantees to ensure completion and prevent city burdens (letters of credit, bonds, or cash covering 125–150% of projected costs)

QUESTIONS TO CONSIDER

1. Where will the water come from? (Is there a “will serve” letter?)
2. What is the schedule, if approved?
3. Are builders committed to purchasing lots?
4. What is the actual density and intended use for the land? (Necessary for accurate financial modeling)

10. Why is the city discouraging public involvement on this issue?

11. What happens if the site is undeveloped for years—or decades?

1. Who handles infrastructure if annexed (Crowfoot, etc.)?

2. Will the developer waive agricultural tax exemptions if prompt development does not occur?

If the site is annexed, its value increases and it's sold unimproved but zoned, then remains undeveloped for an extended period (as with Dawson Ridge), how is the city protected against prolonged maintenance and repair costs for Crowfoot until adequate development occurs? Residential properties typically don't cover their own expenses, so substantive commercial and retail development is needed to generate property and sales tax revenue—unlike the old Safeway which has been vacant for over a decade.

From a citizen's viewpoint, the entire process feels tainted by election influences, such as large donations to favored candidates.

FOLLOWED BY:

Complete disregard from city staff concerning citizens' opinions about annexation, making public commentary difficult, and limiting communication with elected officials.

AND

A relentless push to expedite the process, seemingly to avoid opposition, given that typical annexations take 12–18 months while this one aims for only six. This prompts the question—what might they be hiding that a normal timeline would reveal?

IN CLOSING

To the City Council, I offer the same advice a father would give his daughter when she's old enough for dating and potential intimate relationships: "Be careful who you get into bed with, because at the end of the day, one person can simply pull up their pants and walk away, leaving you with whatever consequences remain."



Development Assistance Packet

Annexation & Rezoning LDO 13.03.049(d) & (n)

Guide to the Town of Parker's eTRAKiT Electronic Development Review System

eTRAKiT is a state-of-the-art online tool utilized to facilitate the land development review process. eTRAKiT's online system provides access to land use applications, plan reviews, code inspections, projects, permits and licenses. Contractors and homeowners are able to apply and pay for permits, submit plans, view and respond to plan review comments, schedule and see inspection results all electronically. Access is available 24 hours a day, 7 days a week. For additional questions about the eTRAKiT system, please contact the Town of Parker's Community Development Department at 303.841.2332.

eTRAKiT is located at: <https://prkc-trk.aspgov.com/eTRAKiT/>

Please Note:

Development Assistance Packets are prepared to facilitate land use applicants in the review procedures, submittal requirements and overall process for evaluation of land use applications in the Town of Parker, Colorado.

Applicants should be advised that although this Assistance Packet contains information regarding the land use review process, it is not a complete summary of the Town's Land Development Ordinance, not is it intended to be. Applicants for land use projects in the Town of Parker are highly encouraged to familiarize themselves with the requirements of the Town's Land Development Code and all amendments thereto.

Date Released: 2024

Prepared By:

The Town of Parker Community Development Department

Town Hall / 20120 East Mainstreet

Parker, CO 80138

303/841.2332

<https://www.parkerco.gov/112/Community-Development>



Community Development

20120 East Mainstreet, Parker, CO 80138

Phone: 303/841.2332

Fax: 303/841.3223

Website: www.parkeronline.org

Annexation & Zoning Key Terms

Annexation:

Annexation is the modification of the incorporated boundaries of a municipality to include a new parcel or property not previously part of the municipality. By this boundary modification, a parcel changes the local government which it is primarily served by from a County to a City or Town. Consequently, a local police department will answer calls to the property, rather than a County Sheriff's department. A local Public Works department will maintain public roadways adjacent to, or within, the property, rather than a County Public Works department.

In Colorado, State Statutes establish the minimum standards which must be met before a property can be considered for annexation. Among these:

- At least one-sixth of its perimeter must be touching a current boundary of a municipality
- It cannot be a "flag pole" (an annexation of a long roadway intended to run the boundaries out to serve just a single parcel.)
- A "community of interests" between the particular parcel or property and the municipality can be found to exist (there are a number of ways this can be established, such as the fact that it was contemplated as part of a resolution from the County waiving the requirement for an Annexation Impact Report, or was part of a Master Plan by the municipality anticipating the property's annexation.)
- The municipality is able to extend municipal services to the property being annexed, and thereby integrate the property into the municipality.
- There are no other municipalities which can annex the property, or, if there are other municipalities which would annex the property, no proceeding for annexation has been commenced in any other jurisdiction.
- The annexation will not have the effect of extending the municipalities boundaries more than three miles.
- Petitions have been properly filed with the municipality by the legal owners of the property, requesting annexation into the municipality.

Under Colorado Statutes, annexations are strictly boundary modifications to municipalities. As such, the annexation request itself is only considered by the policy making body- the elected Council for the municipality- rather than an advisory Planning Commission. In the Town of Parker, it must be understood that an annexation cannot occur without a simultaneous Rezoning of the parcel or property to a zone district recognized under the Town of Parker's Land Development Ordinance.

Annexation Agreements:

Most annexation requests are associated with an Annexation Agreement which sets forth the terms, conditions and fees to be paid by the property owner upon annexation and initial development of the property. Specifically, these agreements will define responsibilities and acreages associated with open space, parks, schools, fire stations, trails and public improvements. Additionally, the agreement will identify specific fees associated with the development which may include fire district fees, school mitigation fees, school site in-lieu fees, deficit reduction fees or public improvement fees.

Each development is unique and the associated Annexation Agreement is tailored to each specific site based on location, existing and proposed road networks, master plan consistency, zoning and use. The agreements are prepared by staff

and only certain portions of the document which are not the standard form as approved by Town Council are negotiated with the applicant prior to scheduling of public hearings. Once the document is accepted by Town staff and signed by the applicant the public notice requirements can begin if all other remaining issues relative to the application have been resolved.

Once approved in conjunction with the annexation and rezone applications by Town Council the agreement is recorded and all future applications associated with the development are reviewed for consistency with the agreement. Subsequent Subdivision Agreements frequently address remaining conditions as stipulated by the Annexation Contract prior to platting and are critical in the eventual build-out and development of the property.

Zoning (or Rezoning):

As an expression of a local government's Police Powers for public health, safety and welfare, zoning represents the limitations on use and density of land. There are two components to zoning:

- a map, which identifies the locations of the various zone districts within a local government's jurisdiction; and,
- a code or ordinance which defines within each zone district what are the permitted uses, the uses allowed by special review, height limits, minimum lot or yard sizes, setback requirements for built structures from the edge of a lot line, and limitations on density or intensity of use.

Zoning is generally applied in a manner consistent with a jurisdiction's Long Range Community Vision (a Master Plan, General Plan or similar document with a 25 year horizon,) and is usually modified only at the request of the property owner, rather than at the behest of the elected officials (even though rezoning can happen in a legislative fashion, too.) Most local governments in Colorado (including Parker) will require that a property annexing into its incorporated limits will simultaneously request the application of a zone district on the subject property which conforms the menu of zone districts available within that municipality.

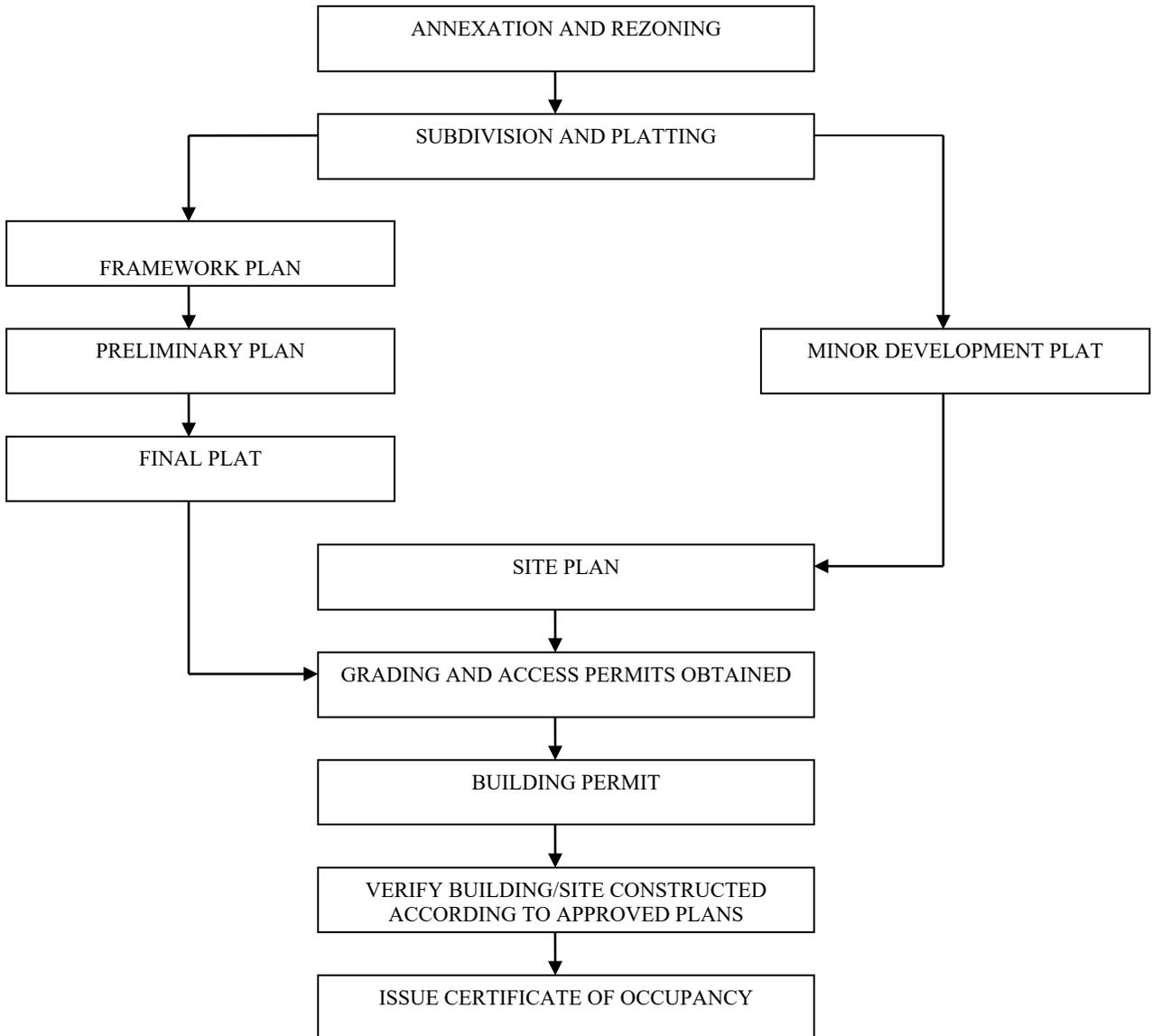
Unlike Annexations (which are legal inclusions of a property into an incorporated municipality, rather than a planning document), rezonings are specifically planning documents in that zone districts establish the rules under which a property will develop. As such, unlike annexation requests, rezoning requests do require a public hearing before both a Planning Commission and an elected policy-making board. They are also, in most cases, adopted by Ordinance.

PD (Planned Development) Zone Districts:

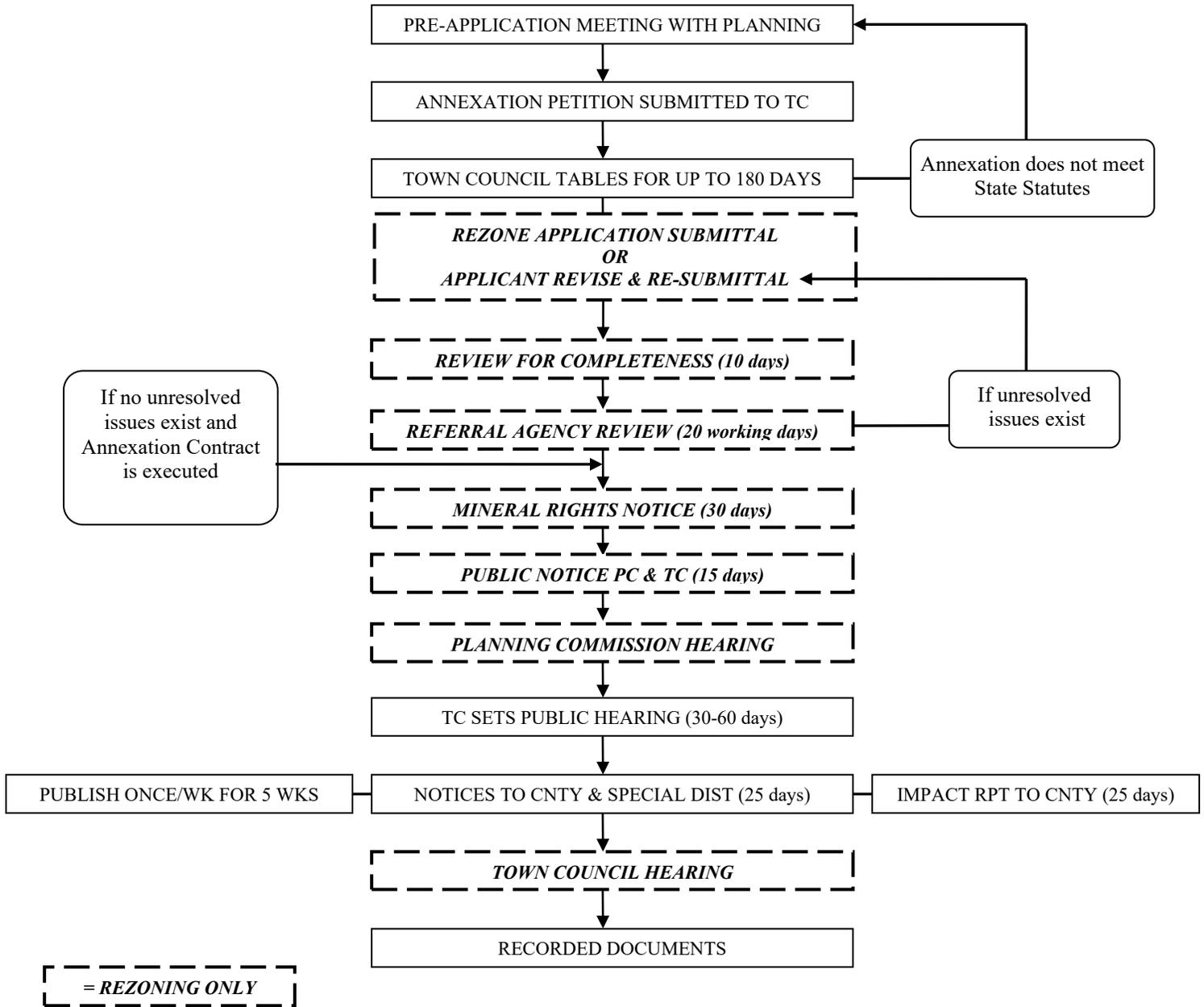
A Planned Unit Development, or PD, zoning is a customized form of zoning. These first became popular as development tools in the 1970s, when it was found that zoning could be specifically tailored for a piece of property to take into account the unique conditions of that property in terms of topography, sensitive open space areas, locations on the property suitable for preservations, and areas which lend themselves well to "sustainable" development. Composed of a map establishing the underlying land use "pods" on the subject property, and a set of customized development standards for the property, PD Zones are intended to mold development to a parcel in a manner more sensitive to the context of the property than a standard Euclidean zone district.

Because PD Zone Districts are intended to be unique to the specifics of a parcel of land, they tend to take a significantly longer period of time to evaluate.

Overall Development Review Process



Annexation/Rezoning Process





PARKER
COLORADO

Town of Parker Community Development Department

Town Hall / 20120 East Mainstreet, Parker, CO 80138

**Application Submittal Checklist - Annexation-LDO
13.03.040(d)**

(concurrent zoning application required)

eTRAKiT located on line at:

[https://prkc-](https://prkc-trk.aspgov.com/eTRAKiT/)

Notes: [trk.aspgov.com/eTRAKiT/](https://prkc-trk.aspgov.com/eTRAKiT/)

Submittal Item

Required
Submitted
Missing

General Submittal Requirements - Electronic Submittals to be uploaded into eTRAKiT

Submittal Item	Required	Submitted	Missing	Notes
Application (see note 1)	x			Form enclosed; completed and signed by property owner; electronic PDF document
Submittal Fees Paid	x			Fees will be added after application submittal. Fees can be paid online or mailed/brought to Town Hall. Application will not be sent to referral until fees are paid.
Legal Description of Property (see note 2)	x			(Exhibit A) Electronic pdf Document
Title Commitment/Policy	x			(Exhibit B) Current to within 30 days ; Electronic PDF Document
Notarized Letter of Authorization	x			(Exhibit C) enclosed; completed, signed. Electronic PDF Document
Disclosure Letter	x			(Exhibit D) enclosed; completed, signed. Electronic PDF Document
Vicinity Map of Project Site	x			(Exhibit E) Electronic format in JPEG - 1MB max
Project Narrative	x			Electronic PDF Document
Charge Back Agreement	x			Form enclosed for reference. Signature ready document will be provided by staff. Electronic pdf Document

Specific Submittal Requirements - Electronic Submittals to be uploaded into eTRAKiT

Annexation Petition				Signed originals and in Microsoft Word format; and Electronic PDF Document
Annexation Plat				Refer to Administrative Manual section 3(b)(2)
Annexation Eligibility Requirement Reponse Narrative				See Colorado Revised Statute § 31-12-104 (2016) for list of Eligibility Requirements
Concurrent Zoning Application Submitted				Required by Town of Parker Charter
Other Additional Information				As required by the Town

Reports and Studies - Section 13.04.240(b)(6) - Electronic Submittals to be uploaded into eTRAKiT

Traffic Impact Study				Electronic PDF Document
Fiscal Impact Study				Form enclosed
Annexation Impact Report				If acreage is greater than 10 acres (only required if not within waiver area - see enclosed map)
Water & Sanitation District				Form required for Cottonwood Water & Sanitation District for engineering review services

Required before Scheduling Public Hearing

Fully Executed Annexation Plat Mylars				
Fully Executed Zoning/Dev Plan Mylars				
Fully Executed Annexation Agreement				
Recordation Fees Paid				
Public Notice Requirements				Refer to LDO 13.03.030(g)

Notes:

- 1: Application must include all exhibit attachments.
- 2: Legal descriptions are required to be attached to signed authorization and disclosure letters.

Town of Parker Community Development Department

Town Hall / 20120 East Mainstreet, Parker, CO 80138

Application Submittal Checklist - Rezoning LDO 13.03.040(n)

Submittal Item	Checklist	Applicable?	Notes:
General Submittal Requirements - Electronic Submittals to be uploaded into Trakit			
Application (see note 1)	<input type="checkbox"/>		Form enclosed; completed and signed; electronic PDF document
Submittal Fees Paid	<input type="checkbox"/>		Fees will be added after application submittal. Fees can be paid online or mailed/delivered to Town Hall. Application will not be sent to referral until fees are paid.
Legal Description of Property (see note 2)	<input type="checkbox"/>		(Exhibit A) Electronic pdf Document
Title Commitment/Policy	<input type="checkbox"/>		(Exhibit B) Current to within 30 days ; Electronic PDF Document
Notarized Letter of Authorization	<input type="checkbox"/>		(Exhibit C) enclosed; completed, signed. Electronic PDF Document
Disclosure Letter	<input type="checkbox"/>		(Exhibit D) enclosed; completed, signed. Electronic PDF Document
Vicinity Map of Project Site	<input type="checkbox"/>		(Exhibit E) Electronic format in JPEG - 1MB max
Project Narrative	<input type="checkbox"/>		Electronic PDF Document
Charge Back Agreement	<input type="checkbox"/>		Form enclosed for reference. Signature ready document will be provided by staff. Electronic pdf Document.
Specific Submittal Requirements - Electronic Submittals to be uploaded into Trakit			
Rezoning Map/Development Plan:			24" x 36" size Electronic PDF - Reference 13.04.240(c) or (e) for formatting
Cover Sheet			Reference Administrative Manual for signature block requirements (B)(2)
Existing Conditions Map			Reference Administrative Manual section (B)(3)(b)(4)
Rezone Map			Reference Administrative Manual section (B)(3)(b)(4)
Development Plan			Reference Administrative Manual section (B)(3)(b)(4)
Proposed Development Guide (PD zoning only)			Word Document (if amendment, use track changes function within original guide)
Approval Considerations			Response to 9 approval factors; Refer to Section 13.04.240(b)(7)(f)1-9
Other additional information			As requested by the Town
Reports and Studies - Section 13.04.240(b)(6) - Electronic Submittals to be uploaded into Trakit			
Traffic Impact Study			As determined by Town - Electronic PDF Document
Fiscal Impact Study			As determined by Town - Electronic PDF Document
Other Additional Information			As required by the Town
For Recordation - To be submitted upon staff's request			
Fully Executed Zoning/Dev Plan			
Recordation Fees			
Public Notice Requirements			Include list of property owners adjacent to the site, proof of notification and affidavits. See Public Notice Guide for Details.

Notes:

1: Application must include all exhibit attachments.

2: Legal descriptions are required to be attached to signed authorization and disclosure letters.



20120 E. Mainstreet, Parker, CO 80138 303.841.2332 (Phone) 303.841.3223 (Fax) <http://www.parkeronline.org>

Instructions:

1. All applications must be typed or printed. Illegible applications may be rejected at the discretion of the Town.
2. All applicable sections must be completed and **signed by ALL parties of interest on page 2. Unsigned applications WILL NOT be processed.**
3. All requisite Exhibit Attachments must be included if the application is to be deemed complete.

Type of Application (check all that apply):

<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	<input type="checkbox"/> Minor Development Plat
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	<input type="checkbox"/> Re-Plat
<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Condo Plat
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	<input type="checkbox"/> Amendment to SIA or Recorded Plat
		Other: _____

PROPERTY	Address or General Location:
	Parcel Number(s) if known
	Brief project description:

Property Owner of Record:		Applicant (if different from Property Owner):	
Name:		Name:	
Company:		Company:	
Address:		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Project Representative or Consultant:		Other/Additional	
Name:		Name:	
Company:		Company:	
Address:		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
<small>Note: All correspondence is sent to the project representative. If the project representative is the owner, or applicant, write in "same as owner" or "same as applicant" in the above section.</small>		Project Role	

Signatures Required on Page 2

By signing below, each party are indicating that they understand and agree to the following terms:

1. Authorized personnel from the Town of Parker, and its consultants, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application.
2. The Property Owner of Record acknowledges and agrees that the Town of Parker may file liens against the subject property for any unpaid financial obligation owed to the Town related to reviewing and processing the application.
3. There are no known geologic, physical or biologic hazards, or vicious animals present on the subject property except as indicated in the attached Exhibit D.
4. All requirements for submission of this application for reviewing and processing by Town of Parker Community Development Department made in accordance with the Town's Land Development Code, and any and all applicable Town of Parker Ordinances and Resolutions.
5. All requisite fees have been paid to the Town of Parker.
6. All information contained in this application, the attached Exhibits, and other materials submitted in connection with this application are true and accurate to the best knowledge of the Applicant, Land Owner of Record and Project Representative. It is clearly understood and agreed to that false or untruthful information may be grounds for the Town to stop processing this application or withdrawing any approval granted based upon such false or untruthful information.
7. The Town of Parker is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
8. The schedule of Exhibit attachments, as described below, accompanies this application:
 - Exhibit A: Legal Description of Property.
 - Exhibit B: Title Policy, current to within thirty (30) days of the date of signatures below.
 - Exhibit C: Letter of Authorization from the Property Owner of Record, allowing Applicant and Project Representative to act on their behalf, and accepting ultimate financial obligation for expenses incurred by the Town of Parker as a result of the evaluation of this request.
 - Exhibit D: Disclosure of any Geologic, Physical or Biologic Hazard present on site, or any vicious animals in residence on property.
 - Exhibit E: Vicinity Map of Project Site.

ACCEPTANCE OF TERMS

Property Owner of Record:

Print Name:			
Signature:		Date:	

Applicant, if different from Property Owner

Print Name:			
Signature:		Date:	

Project Representative or Consultant

Print Name:			
Signature:		Date:	

Additional

Print Name:			
Signature:		Date:	

SIGNATURES

Exhibit C to Town of Parker Land Use Application

Letter of Authorization from Property Owner

[Date _____]

Community Development Department
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Regarding: Property Owner Letter of Authorization
[Name of Project: _____]

I, (*Name of Property Owner*), hereby certify that I am the legal owner of record of the land described in the attached Legal Description (See Exhibit A to this Land Use Application), and do hereby authorize (*Name of Applicant/Applicant's Representative*) to process this land use application on behalf of the subject property.

I understand that in the review of this project, by providing this authorization, I will allow Town of Parker Staff to enter the subject property for purposes of evaluating this land use request, as the specifics of this application may require.

I also understand that as part of the review of this project, the Town may find it necessary to outsource certain aspects of the review. Although there is a Charge Back Agreement submitted by the applicant for payment of those outsourced review fees which specifies that the applicant shall pay such fees, ultimately, it is the subject property, itself, which encumbers the ultimate responsibility for repayment of those fees in the event of default of payment by the applicant. Should this occur, I understand that the Town has, as part of its remedies under the Charge Back Agreement and Land Use Application, the imposition of liens against the property, should such become necessary.

Signature of Property Owner

Print Name:
Address:

Phone Number: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

Exhibit D to Town of Parker Land Use Application

Disclosure Letter

[Date _____]

Community Development Department
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Regarding: Disclosure Letter of Known Hazards on Site
[Name of Project: _____]

As applicant for the above referenced project, we understand that Town staff and its consultants may need to visit the subject property for the purpose of observation, assessment, measurement or analysis of the property related to the land development request we have submitted. Consistent with the Town's Risk Management policies, the purpose of this disclosure letter is to advise the Town of any know Geologic, Biologic, or Physical Hazards on site, or of vicious animals present on site.

(Choose the applicable paragraph from the next two paragraphs)

We are therefore advising the Town of the following known hazards (list in bullet point form below)

We are therefore advising the Town that to the best of our knowledge and understanding regarding the subject property, there are no known hazards on site for which Town staff would need to take precautions before entering the property.

Should you have any questions or require clarification of the above referenced information, you may contact us using the information below.

Signature of Applicant

Print Name/Title:

Company:

Address:

Phone Number: _____

CHARGE BACK AGREEMENT

THIS CHARGE BACK AGREEMENT is made and entered into this ____ day of _____ 20____, by and between the TOWN OF PARKER, a Colorado home rule municipality (the "Town"), and [Click or tap here to enter text.](#) (the "Owner").

WHEREAS, Section 13.01.080 of the Town of Parker Municipal Code requires that the Town be reimbursed for the cost of the time spent for engineering, planning, surveying, inspection, hydrological, materials testing, plan/permit review, construction inspection, and legal services, in reviewing development proposals and construction, plus fifteen percent (15%) for administrative costs (hereafter "Consultants' Time");

WHEREAS, this obligation to reimburse the Town for Consultants' Time exists regardless of whether the project is approved, completed, and/or regardless of whether the Owner chooses to complete the Town's land review process as a whole; and

WHEREAS, this Agreement memorializes the obligation by the Owner to the Town to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c) of the Parker Municipal Code for the project described under TRAKiT#[Click or tap here to enter text.](#)

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owner agree as follows:

1. Reimbursement. Owner agrees to reimburse the Town, regardless of completion of the Owner's project, regardless of approval of the Owner's project, and/or regardless of whether the Town's land review process as a whole is completed, for all Consultants' Time, as set forth in Section 13.01.080(c) of the Town of Parker Municipal Code, for all such costs incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner's land use submission and its subsequent review.

2. Remedies. In the event Owner fails to reimburse the Town for all Consultants' Time as set forth in Section 13.01.080(c), the Town shall have the following remedies:

(a) The Town may impose the remedies provided by Section 13.01.080(c), as required, including the following:

i. The termination of the review process, including any and all inspections, if payment is not made in full within fifteen (15) days of the issuance of the statement indicating the actual cost of Consultants' Time;

ii. The application being deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time;

iii. The imposition of interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.

iv. The initiation of an enforcement action for nonpayment of Consultants' Time to collect unpaid fees.

v. Certify that delinquent amounts, including interest to the Douglas County Treasurer, to be collected and paid over by the Douglas County Treasurer in the same manner as taxes, as provided by C.R.S. § 31-20-105.

(b) The Town may also impose any or all of the following remedies, at its sole discretion:

i. The filing of a lien on the property which is or was the subject of the proposed development upon which the Town has not been reimbursed for Consultants' Time; and/or

ii. The refusal to issue a building permit for any portion of the proposed development upon which the Town has not been reimbursed; and/or

iii. The refusal to issue a certificate of occupancy for any portion of the proposed development upon which the Town has not been reimbursed; and/or

iv. The refusal to accept any further land use applications from any Owner which has failed to reimburse the Town for Consultants' Time for any project.

3. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Owner and a court of competent jurisdiction determines that the Owner was in default in the performance of the Agreement, the Owner shall pay the attorney fees, expenses and court costs of the Town.

4. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Governing Law. This Agreement shall be governed by and construed in all respects according to the laws of the State at Colorado.

6. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

7. Modifications. No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.

8. Signatures. The parties agree that the electronic or facsimile signature of the Town is the same as a handwritten signature for the purpose of validity, enforceability and admissibility.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TOWN OF PARKER, COLORADO



Community Development Director

OWNER: Click or tap here to enter text.
[Company name, not signer's name↑]

[Please sign on line↑]

Click or tap here to enter text.

[Signer's name and title↑]

Company: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Phone No.: Click or tap here to enter text.

Witnessed by:

[Please sign on line↑]

Click or tap here to enter text.

[Signer's name and title↑]

Table 13.03.A: Summary of Development Procedures						
✓ = required						
R = Review RC= Recommendation D = Decision A= Appeal <>= Public Hearing Required						
Procedure	LDO Section	Meetings Required		Review and Decision Authority		
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission	Town Council
Key Plan Implementation Decisions						
Annexation & Zoning	13.03.040(d)	✓	✓	R	<RC> [2]	<D>
LDO Adoption or Amendment	13.03.040(i)			R	<RC>	<D>
Master Plan Adoption or Amendment	13.03.040(k)	✓	✓	R	<RC>	<D>
Rezoning	13.03.040(n)	✓	✓	R	<RC>	<D>
Subdivision						
Condominium Plat	13.03.040(q)(3)			D	<A>	
Final Plat	13.03.040(q)(4)	✓		D	<A>	
Framework Plan for Subdivision	13.03.040(q)(5)		✓ [3]	D	<A>	
Minor Development Plat	13.03.040(q)(6)	✓		D	<A>	
Plat Correction	13.03.040(q)(7)			D	<A>	
Preliminary Plan	13.03.040(q)(8)	✓	✓ [3]	R	<RC>	<D>
Replat	13.03.040(q)(9)			D	<A>	
Street Name Change	13.03.040(q)(10)			D [4]	<A> [4]	
Vacation of Platted Easements Not Owned by the Town	13.03.040(q)(11)a			D	<A>	
Vacation of Platted Town Easement	13.03.040(q)(11)b			D		
Vacation of Right-of-Way	13.03.040(q)(11)c			D		
Vacation of Unplatted Town Easement	13.03.040(q)(11)d			R		<D>
Site-Specific Approvals						
Floodplain Development Permit	13.03.040(e)			D		A
Framework Plan (when used in connection with a Rezoning)	13.03.040(g)	✓	✓	D	<A>	
Framework Plan (when use in connection with a Site Plan)	13.03.040(g)	✓		D	<A>	
Planned Sign Program	13.03.040(l)			D	<A>	
Preliminary Determination of Stream Buffer Boundaries	13.03.040(m)			D		A
Sign Permit or Temporary Sign Registration	13.03.040(o)			D	<A>	
Site Plan – General [5]	13.03.040(p)	✓	✓	D	<A>	

Table 13.03.A: Summary of Development Procedures

✓ = required

R = Review RC= Recommendation D = Decision A= Appeal <>= Public Hearing Required

Procedure	LDO Section	Meetings Required		Review and Decision Authority		
		Pre-Application Meeting [1]	Neighborhood Meeting	Staff	Planning Commission	Town Council
Site Plan – Town-owned Land	13.03.040(p)		✓	R	<RC>	<D>
Temporary Use/Mobile Business Permit	13.03.040(r)			D	<A>	
Use by Special Review – General	13.03.040(s)	✓	✓	R	<RC>	<D>
Use by Special Review – Major Utilities	13.03.040(t)	✓	✓	D	<RC>	<D>
Use by Special Review – Oil and Gas	13.03.040(u)	✓	✓	R	<RC>	<D>
Use by Special Review - Water and Sewer	13.03.040(v)	✓		D		A
Use by Special Review – Wireless Communications Facilities	13.03.040(w)	✓	✓	R	<RC>	<D>
Wireless Communications Facilities – Administrative	13.03.040(z)			D		A
Historic Preservation						
Historic Landmark Alteration, Relocation, or Demolition	13.03.040(h)(2)			D [6]		A
Historic Landmark Designation	13.03.040(h)(3)			R	<RC>	<D>
Historic Landmark Designation Removal	13.03.040(h)(4)			R	<RC>	<D>
Flexibility and Relief						
Administrative Adjustment	13.03.040(c)			D	<A>	
Floodplain Development Variance	13.03.040(f)	✓		R	<RC>	<D>
Major Modification	13.03.040(j)	Same procedures and criteria applicable to initial LDO approval being modified		Same procedures and criteria applicable to initial LDO approval being modified		
Variance	13.03.040(x)	✓		R	<RC>	<D>
Waiver	13.03.040(y)			R		<D>
Notes:						
[1] Pre-application meetings are not required for development applications initiated by the Town.						
[2] The Planning Commission shall make a recommendation on initial zoning only, and not on the annexation proposal.						
[3] An applicant-facilitated neighborhood meeting is required for properties larger than five contiguous acres. A single neighborhood meeting is required at either the Framework Plan or Preliminary Plan stage, as determined by the Planning Director.						
[4] When the request for a street name change is made by an applicant other than the Community Development Department, the Fire Protection District or Douglas County and addresses have already been assigned, a public hearing and decision by Town Council are required.						
[5] Unless referred to the Planning Commission or Town Council by the Planning Director.						
[6] Processed as part of a Site Plan Amendment.						

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

*20120 East Mainstreet
Parker, CO 80138*

RE: PROPERTY KNOWN AS:

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

Petition for Annexation

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Affidavit of Circulator was acknowledged before me this _____ day of _____, 20____, by _____.

My commission expires: _____.

(S E A L)

Notary Public

PETITION: _____
(Annexation Name)

[Note: Add lines for all land owning petitioners who are requesting annexation]

Signature of Landowner	Date of Signature	Mailing Address of Landowner	Legal Description of Land Owned
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____
_____	_____	_____ _____ _____	_____ _____



Fiscal Impact Analysis Checklist

To expedite your fiscal impact analysis, please complete this checklist.

1. Project Description

What is the name of this project?

What is the total acreage of this project?

What year is project construction estimated to begin?

Do you need the Town to maintain any new roads/streets in this project?

If yes, how many lane miles of roads?

2. Proposed Land Uses

	Residential		Retail		Commercial	
	Single Family	Multi-Family	Neighborhood	Regional	Office	Industrial
Total Residential and Commercial Acreage to be Developed (NA for Not Applicable)	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
Total Residential Units or Commercial Square Footage to be Developed (NA for Not Applicable)	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
Anticipated Market Value of Residential Units & Retail/Commercial	\$ <input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>				

3. Project Absorption Schedule

Year Absorption Expected to Begin	<input style="width: 100%; height: 30px;" type="text"/>					
Numbers of Years Expected for Full Absorption	<input style="width: 100%; height: 30px;" type="text"/>					

4. Attachments

- Site Plan
- Market Study (if applicable)
- District Service Plan (if applicable)

Please forward this checklist and all attachments to:

Rhonda Willey - Controller
 Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138
 Phone: 303-805-3227
 e-mail: rwilley@parkerco.gov



Annexation Checklist

A complete Annexation submittal will contain the following information. Please check off the items to ensure that your application is complete. Please submit one (1) electronic copy of each document required. The plan sets should be in a 24" x 36" plan format and the recommended scales include 20', 50' and 10'. A PDF format is preferred.

Pre-Application Meeting Date: _____ Project Manager: _____
 Email: _____ Phone: _____

Req'd	Cmpl'd	Subm'd	Submittal Checklist
			LAND USE APPLICATION (completed/signed)
			SUBMITTAL CHECKLIST (completed)
			DEVELOPMENT REVIEW FEE (Amt. Req'd \$ _____ Amt. Rec'd \$ _____)
			TITLE COMMITMENT (dated within 180 days of the application) Dated _____
			WATER RIGHTS DECREE or PRELIMINARY WATER DEMAND ANALYSIS
			PROJECT NARRATIVE
			<u>Development Plan.</u> Description of overall proposed development plan.
			<u>Compliance.</u> Description of compliance with the Vision 2020, 2020 Comprehensive Master Plan, zoning codes, general design principles, technical manuals.
			<u>Impacts.</u> Description of overall project benefits, impacts on surrounding properties and mitigation of those impacts.
			ANNEXATION PETITION (see formatting checklist below)
			ANNEXATION PLAT (see formatting checklist below)
			ANNEXATION CLOSURE CALCULATIONS
			ANNEXATION IMPACT REPORT if area to be annexed is > 10 acres (see formatting checklist below)

Req'd	Cmpl'd	Subm'd	
			Formatting Checklist
			ANNEXATION PETITION in accordance with C.R.S. §31-12-107
			<p><u>Written Explanation.</u> A written statement that contains the following:</p> <ul style="list-style-type: none"> • An explanation that it is desirable and necessary that the area be annexed to the Town, • An explanation that the requirements of C.R.S. §31-12-104 and §31-12-105 exist or have been met, • An explanation that the signers of the petition comprise the landowners of more than 50% of the territory included in the area proposed to be annexed, exclusive of streets and alleys, • A request that the Town approve the annexation of the area proposed to be annexed, • The signatures and mailings addresses of the petitioning landowners, • The legal description of the land owned by each petitioning landowner, • The date of signing of each signature of the petitioning landowners, and • An affidavit of each circulator of such petition, whether consisting of one or more sheets, that each signature therein is the signature of the person whose name it purports to be.
			ANNEXATION PLAT
			<u>Cover Page.</u> (Sheet 1)
			<ul style="list-style-type: none"> • Preparer. A Colorado registered professional land surveyor must prepare this plat.
			<ul style="list-style-type: none"> • Title. Plat name with brief legal preamble in large letters at the top cent of the sheet. The
			<ul style="list-style-type: none"> • Names and Addresses. Provide the name and address of the land surveyor.
			<ul style="list-style-type: none"> • Sheet Index. For multiple sheets, a sheet index must be provided on the cover sheet. Key maps must be provided where needed.
			<ul style="list-style-type: none"> • Vicinity Map. A vicinity map including the site, a north arrow, bar and graphic scales and nearest major roads must be included on the cover sheet of the plat.
			<ul style="list-style-type: none"> • Legal Description. Full written lot and block or metes and bounds legal description.
			<ul style="list-style-type: none"> • Summary Table. A summary table on the cover sheet that includes the total acres that are to be annexed and a contiguity analysis per state law.
			<ul style="list-style-type: none"> • Signature Blocks. The following signature blocks must be completed and appear on the cover sheet: Surveyor's Certificate, Town Certification, and Douglas County Clerk and Recorder's Certificate
			<ul style="list-style-type: none"> • Annexation Plat General Notes.
			<u>Map.</u> (Sheet 2)
			<ul style="list-style-type: none"> • North Arrow and Scale. A north arrow is required. Provide a scale, both graphic and written.
			<ul style="list-style-type: none"> • Title. Plat name with brief legal preamble in large letters at the top cent of the sheet. The name of the project must also appear in smaller letters in the lower right corner.
			<ul style="list-style-type: none"> • Property Lines and Easements. The boundary line of the site must be shown in a heavy solid line with dimensions, bearings and control points indicated along all exterior property lines. Lots, tracts and blocks numbers, use, and square footage. Show all existing and proposed easements.
			<ul style="list-style-type: none"> • Ownership. Within the annexation boundary map, indicate the location of each ownership tract in unplatted land, and if part of all of the area is platted, the boundaries and plat number of lots or of lots and blocks.
			<ul style="list-style-type: none"> • Streets. Show all adjoining and internal streets and right-of-ways (ROW) and label the street names.

Formatting Checklist cont.

Req'd	Cmpl'd	Subm'd	
			ANNEXATION IMPACT REPORT In accordance with C.R.S. §31-12-108.5. An impact report concerning the proposed annexation must be prepared at least 25 days before the date of the Eligibility hearing. And, within five days after preparation of the report, one copy of the report shall be filed with the Douglas County Board of County Commissioners. The report is not required for annexations of 10 acres or less in total area, or when the Town and the Douglas County Board of County Commissioners agree to waive the report.
			<p><u>Maps.</u> A map or maps of the Town and adjacent territory to show the following information:</p> <ul style="list-style-type: none"> • The present and proposed boundaries of the Town in the vicinity of the proposed annexation, • The existing streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation, and • The existing and proposed land use pattern in the areas to be annexed.
			<u>Preannexation Agreement.</u> A copy of any draft or final preannexation agreement, if available.
			<u>Municipal Services.</u> A statement setting forth the plans of the applicant for extending to, or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the Town at the time of annexation. The statement shall also set forth the method under which the applicant plans to finance the extension of the municipal services into the area to be annexed.
			<u>Special Districts.</u> A statement identifying existing districts within the area to be annexed.
			<u>School Impacts.</u> A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Disapproval of Crowsnest annexation
Date: Tuesday, March 10, 2026 12:29:22 PM

Tobi,
I strongly disagree with the annexation of the Crowsnest property.
Castle Pines is already an island, we don't need a sub-island sucking more resources we don't have.

Thank you
Brian O'Connor

Sent from Brian O'Connor iPhone

From: [REDACTED]
To: [Tobi Duffey](#); [Donna Ferguson](#)
Subject: Crowsnest
Date: Thursday, March 12, 2026 1:45:29 PM

Good afternoon-

I would like to throw my two cents into the debate over the annexation of the Crowsnest development-if there is any actual debate amongst the Council.

I have lived in Castle Pines since 1997 at two different addresses-on Huntley Court in HOA 1 and now in Brambleridge. I also serve as a Board member for the Brambleridge HOA. During that time, I have seen the infighting among the different factions in the community over Incorporation, Home Rule, water Issues with the Metro District, the commercial area development, dissolution of the Master Association, construction of American Academy, annexation of The Canyons, and more. I can remember listening to the original developer of The Canyons 20+ years ago describe what it was going to look like. Needless to say, what I see on the east side of I-25 now bears absolutely no resemblance to the vision presented in the presentation-none of it for the better. Looking at the map, I see no reason anyone in his right mind would consider annexing the Crowsnest to Castle Pines. If it is money (likely) it is obvious the cost and support side of the equation have been disregarded. Parker, the obvious choice to annex the property, doesn't want it. Neither does Castle Rock. Both governments oppose the development as being out of character for the local area, difficult to support and environmentally destructive. Parker Water has said they have no plan to support the development in the foreseeable future. The developer's estimates of costs for infrastructure development and support and future revenue for Castle Pines once the development matures have been characterized as extremely optimistic. We're being sold a "bill of goods" once again. I would suggest that Council drop this one like a hot potato, instead concentrating on continuing to fix the infrastructure and commercial area shortcomings on the west side of I-25 and ensuring the half complete Canyons development is built out in a responsible manner that is good for the future of Castle Pines.

John Barringer
8511 Brambleridge Drive
Castle Pines

From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Please do not approve the Crowsnest Annexation!
Date: Thursday, March 12, 2026 10:11:40 PM

I am writing to let you know that I oppose the proposed Crowsnest annexation because it will burden existing taxpayers with unsustainable service costs and liability, erode our community identity, impact wildlife habitat, and contradict the 2021 Comprehensive Plans' vision for continuous, thoughtful growth. I advocate for sustainable development that strengthens, rather than strains, our city.

I chose to move to Castle Pines almost five years ago, because I appreciated and wanted a small town type of character, and valued immensely the open space, while still enjoying a sense of community. A Crowsnest community will be too far away to contribute to that sense of community.

I am also deeply concerned how this will impact property values, making them fall even lower than they have in the last couple of years.

Please do not approve the annexation!

Thank you.

Judy Birschbach

From: Kara Pradhan

Sent: Thursday, March 12, 2026 3:14 PM

To: Donna Ferguson <donna.ferguson@castlepinesco.gov>; District 1 <district1@castlepinesco.gov>; District 2 <district2@castlepinesco.gov>; District 3 <district3@castlepinesco.gov>; Michael Penny <Michael.penny@castlepinesco.gov>; Tracy Engerman <tracy.engerman@castlepinesco.gov>

Subject: Re: Crowsnest Questions/Concerns

Donna,

I'm so glad to hear that the City Council will be considering the viewpoints of the citizens who live in the city that elected them and employs them. Since my comments are going to be considered, I would also like to add that this is very bizarre that it is even being pushed through to the next phase given all that is wrong with this entire plan.

-Wildlife should be protected and despite what the developer has said, there is overwhelming evidence, photos, videos of the BALD EAGLES, elk, deer, bears, hawks and other wildlife that nest there, live there, and use it as a migratory path.

-This land does not actually touch our city. Stacking the annexed areas seems like the developer is using smoke and mirrors to force trying to fulfill the 1/6 border rule. Seems unethical.

-Crowfoot Valley Rd cannot handle its current traffic levels, how will adding a bunch of homes help the situation (traffic, accidents...?) Even with expansion, it will not meet actual demand/needs for that area.

-This is going to be expensive in a way that forces Castle Pines residents to cover the bill for any unknowns and anything the developer delays or drops.

-Neighboring cities are opposed to this as well, for a variety of reasons that they have voiced in letters to the Council.

-There is currently no water source or any future guarantee of one.

-This is a widely unwanted annexation, and the general development in our city is also widely unwanted.

-The Council is an elected group who are here to represent the residents of Castle Pines, and the vast majority of residents do not want this.

V/r,

Kara Pradhan

From: Todd Carnes
Sent: Saturday, March 14, 2026 10:14 AM
To: Tobi Duffey <tobi@castlepinesco.gov>
Cc: Todd Carnes; Lisa Roemhildt <Lisa.Roemhildt@castlepinesco.gov>
Subject: Re: Crowsnest Planned Development Zoning letter

Hi Tobi,

Is the attached letter to the Mayor, Council, and Planning Commission still valid or do I need to update it?

I noticed that the "CASTLE PINES - CROWSNEST - PD ZONING NARRATIVE" was recently updated and now is titled using "1507 Project Summary". They also changed the DU/acre to 4.9 from 6.0.

Let me know if I need to resubmit an updated version of my attached letter that mentions "1503 Approval Criteria for Crowsnest Planned Development Rezoning".

CASTLE PINES – CROWSNEST – PD ZONING NARRATIVE

Prepared for: City of Castle Pines
Applicant: VT CROWFOOT VALLEY LANDCO LLC

1507 PROJECT SUMMARY – APPLICATION FOR PD ZONING (CONCURRENT WITH CROWSNEST ANNEXATION)

Project Overview

Crowsnest is a comprehensively planned, mixed-use master-planned community encompassing **794.5 acres** seeking annexation into the City of Castle Pines with concurrent Planned Development (PD) zoning. Located along the Crowfoot Valley Road corridor, the project integrates residential neighborhoods of varying densities, commercial development, substantial open space, and regional trail connectivity.

Thanks,

Todd Carnes

From: [REDACTED]
To: [Tobi Duffey](#); [Lisa Roemhildt](#)
Cc: [REDACTED]
Subject: Crowsnest Planned Development RPD-2005-001
Date: Monday, March 16, 2026 11:38:48 AM

To Whom it May Concern:

We have a number of questions and concerns about the Crowsnest Planned Development and Annex

1. How does an Annex happen and why doesn't Parker have the rights to say no to it?
2. Why isn't there more specific information about the planned residential and commercial development - would like much more specifics other than it will be rezoned
3. What studies have been done - Can you share them
 - a. Property tax impact
 - b. Property value impact of bordering property
 - c. Environmental Impact study
 - d. Traffic Impact study
 - e. Water Impact study
 - f. Density Impact study
 - g. Utilities impact study - Electrical, water,
4. Exact plan and build out of both residential and commercial areas
5. Do the council members have to go through business and personal financial audits? If so, where are those records kept?

We would be the first to tell you I don't have all the information to make an informed decision, since nothing has been provided in any level of detail

We are strongly opposed to this annexation and the building out

1. The area is already over crowded with homes
2. We are in a severe drought and the water consumption and cost are skyrocketing
3. Traffic is already a problem on Crowfoot road and backs up at the lights at peak times
4. Destroys natural habitats for elk, deer, and other animals
5. This was a rural community and now overcrowding is changing the whole fabric and feel of the community

Thanks,
Walt

From: [REDACTED]
To: [Tobi Duffey](#)
Subject: Concerned Citizen of City of Parker and Douglas County
Date: Friday, March 13, 2026 4:55:40 PM
Attachments: [image001.png](#)

Re: Annexation of a Group of Properties Known as Crowsnest.

As a resident of the Town of Parker and Douglas County, I have growing concerns with continued uncontrolled development and the exploitation of natural resources and undisturbed landscapes. The natural beauty of the Parker area and Douglas County has been diminishing for the past decade.

What is triggering the need for this urban growth?

- Does the present housing market justify the need for this development?
- Can the area support this development?
- If this development based on need or greed? Are property taxes and greed overriding the area's natural beauty?
- As Colorado feels the effects of global warming and water restrictions, how can this development be sustainable?
- Impacts to wildlife in the area – has a wildlife study been conducted or will one be completed? There are several elk herds in the area that migrate across Crowfoot Valley Road. Growing vehicle traffic has already impacted the wildlife in the area with no consideration from developers, the City of Parker or Douglas County. Seems like every other day animals lay dead on the side of Crowfoot Valley Road. Other wildlife in area such as deer herds, bald eagles also make home within the annexation boundary area.
(There are no Wildlife Crossings in the Area!)

I am hopeful that common sense will prevail and greed will not overtake our quality of living within Douglas County. When will we stop scrapping our natural habitat? As a concerned citizen, I would hate to see the City of Parker and Douglas have the same type of uncontrolled growth as the City of Aurora / Arapahoe County. Let's stop this development now!!

Bill Brauer
General Manager
EJCM Construction Management
111 Kalamath Street
Denver, CO 80223-1436

[REDACTED]

www.ejcm.com



From: [REDACTED]
To: [Tobi Duffey](#); [Donna Ferguson](#)
Subject: Public Comment on the Crowsnest Annexation Proposal
Date: Saturday, March 14, 2026 4:22:52 PM

Dear Mayor and City Council Members,

My name is Jackie Alsop, and I am a resident of Castle Pines. I am writing to express my concern regarding the proposed Crowsnest annexation and development.

This project appears to be far larger than the surrounding infrastructure can reasonably support. I am particularly concerned about the impacts on traffic along Crowfoot Valley Road, pressure on regional water resources, wildfire risk in a high-interface area, and the long-term cost to Castle Pines residents for services and infrastructure.

I am also concerned that this annexation primarily borders neighboring communities rather than Castle Pines itself. Decisions of this scale should prioritize responsible growth that aligns with the character of Castle Pines and protects the quality of life of current residents.

I respectfully ask the City Council to carefully reconsider the annexation and zoning approvals for the Crowsnest development and ensure that any future growth is supported by adequate infrastructure, environmental protections, and community input. This is not Castle Pines. This is NOT what our community wants.

Please include this message in the public record for the Crowsnest annexation hearing.

Thank you for your time and service to our community.

Sincerely,
Jackie Alsop
Castle Pines Resident

From: [Jennifer Rice](#)
To: [Tobi Duffey](#)
Subject: Crowsnest Annexation
Date: Saturday, March 14, 2026 8:22:55 AM

I am a resident of Pradera, and we are adamantly opposed to the Crowsnest Annexation and zoning for residential use. The amount of new building along Crowfoot in the past 5 years is prolific, obnoxious and has totally changed the look and feel of the area. The traffic is an issue. The noise is an issue. And it feels like the area is being sold out to the highest bidder at the expense of what once made the area feel special...room to breathe, lovely views, and a relative lack of congestion.

This new project would only make the area more congested than it already is. Please respect what's left of the open, breathable space and stop developing. Thank you.

Jennifer Rice
5559 Twilight Way
Parker, CO 80134

From: [D Mulvey - Castle Pines Councilmember, District 1](#)
To: [Paula Buffetti](#); [Chris Eubanks](#)
Cc: [Tobi Duffey](#)
Subject: Re: Crownest development
Date: Monday, March 16, 2026 7:32:20 AM

Thank you for your input Paula. By copy here, I am going to forward this to our city clerk to be included in the Council packet materials relating to the annexation agreement.

D.

Get [Outlook for iOS](#)

From: Paula Buffetti <pbuffetti2@gmail.com>
Sent: Sunday, March 15, 2026 3:26:39 PM
To: D Mulvey - Castle Pines Councilmember, District 1 <deborah.mulvey@castlepinesco.gov>; Chris Eubanks <Chris.Eubanks@castlepinesco.gov>
Subject: Crownest development

To Castle Pines City Council members Deborah and Chris,

I am writing to let you know I am currently not in favor of this development. I am concerned about the water resources, the impact on the schools, and the impact on the wildlife in that area. I have read the letter sent by the group against the annexation of that area. I also think that the flagpole idea is really a stretch.

Concerned citizen,

Paula Buffetti
1034 Deer Clover Way

Letter in Support of the Crowsnest Annexation

Date :03/16/2026

Dear Mayor, city Council and Planning Commission Members,

I am writing to express my support for the proposed Crowsnest annexation and the opportunity it represents for the long-term vitality of the City of Castle Pines.

Castle Pines is at an important moment in its history. While the city has successfully preserved a high quality of life and strong residential neighborhoods, it now faces a strategic question: how to ensure long-term financial sustainability while surrounding communities continue to grow rapidly.

Communities throughout Douglas County—including nearby cities such as Castle Rock and Parker—are expanding their residential base, commercial centers, and employment opportunities. These developments are strengthening their tax bases and increasing their ability to fund infrastructure, parks, schools, and public safety services.

Without carefully planned expansion, Castle Pines risks becoming increasingly built-out with limited opportunity to diversify revenue sources. Annexation provides one of the few remaining opportunities for the City to guide development in a way that supports its long-term financial health.

Strategic Growth Opportunity

The proposed Crowsnest annexation represents a significant opportunity for Castle Pines to shape the future of the community through thoughtful planning and modern development standards.

Annexation allows the City—not the county—to guide land use, infrastructure investment, and community design. By bringing this land into the City’s jurisdiction, Castle Pines retains the ability to ensure development aligns with its comprehensive planning goals while also benefiting from the economic activity that accompanies new neighborhoods and commercial areas.

Limited Revenue Base Creates Long-Term Financial Risk

One of the biggest structural challenges for the City of Castle Pines is its limited revenue base.

The city currently relies heavily on residential property taxes and a relatively small sales tax base. Residents recently approved a sales tax increase to fund road repairs and infrastructure improvements, demonstrating how infrastructure needs often fall on existing residents when revenue sources are limited.

Strategic annexation and development can help diversify revenue sources by expanding the local retail and service economy, increasing sales tax revenue, and generating construction-related use tax during development.

Population and Regional Scale

Castle Pines remains a relatively small municipality compared with nearby cities in Douglas County.

Population comparisons:

- Castle Pines: ~14,000 residents
- Castle Rock: ~86,000 residents
- Parker: ~65,000 residents

Larger municipalities benefit from stronger tax bases, more commercial investment, and greater economic activity. Without thoughtful expansion, Castle Pines risks remaining primarily a residential bedroom community where residents spend money in other cities.

Regional Growth Will Occur Regardless

Douglas County is one of the fastest-growing regions in Colorado. If Castle Pines does not guide development through annexation, growth will likely still occur nearby—just outside city limits.

When development occurs outside city boundaries:

- The city receives no sales tax revenue
- The city has limited influence over planning
- Traffic and infrastructure impacts still occur

Annexation allows Castle Pines to participate in regional growth rather than simply absorbing its impacts.

Growth Helps Pay for Infrastructure

Cities across the Front Range rely on development impact fees, construction use taxes, and sales taxes to help fund infrastructure improvements.

Development projects typically contribute through:

- Building materials use taxes
- Road impact fees

- Utility infrastructure investments
- New commercial tax revenue

These revenues help fund roads, parks, drainage systems, and public safety services. Without new development, these costs must be paid primarily by existing residents.

Why Commercial Tax Revenue is Critical

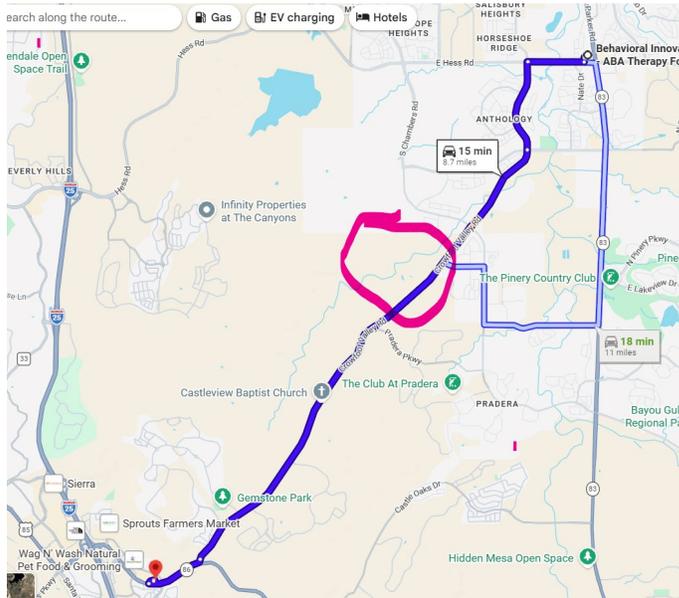
Commercial development typically generates significantly more tax revenue per acre than residential development while requiring fewer municipal services.

Sales tax from retail, restaurants, and services is often the primary funding source for city services such as parks, police, road maintenance, and community programs.

When residents shop and dine in neighboring communities such as Castle Rock, Parker, or Lone Tree, the tax revenue leaves Castle Pines. Strategic development creates opportunities to retain more of that economic activity locally.

This parcel is located exactly halfway along Crowfoot Valley Road, with no commercial development for approximately five miles in either direction. Its central location makes it an ideal site for a small commercial hub that could provide essential services to nearby residents while contributing meaningful tax revenue to the City.

See the Picture below.



Risks of a Primarily Residential Tax Base

Cities that rely primarily on residential property taxes often face long-term fiscal challenges. Infrastructure ages, roads require resurfacing, and public safety needs increase over time.

Without commercial revenue, municipalities may be forced to:

- Increase property taxes
- Raise sales taxes
- Reduce services
- Defer infrastructure maintenance

When Cities Reject Growth, Taxes Often Increase Later

History shows that cities that significantly limit growth often experience increasing financial pressure over time.

When infrastructure continues to age but the economic base does not grow, costs must be absorbed by a fixed or shrinking tax base. This frequently results in higher taxes or additional fees on existing residents.

Balanced growth allows communities to expand their revenue sources and maintain services without repeatedly increasing taxes.

Conclusion

Castle Pines is a thriving community with a high quality of life. Maintaining that quality of life requires long-term financial sustainability.

Strategic annexation and planned development can:

- Strengthen the city's tax base
- Support infrastructure improvements
- Expand economic opportunities
- Reduce financial pressure on existing residents

Douglas County will continue to grow. The key question is whether Castle Pines will play an active role in shaping that growth and benefiting from it, or allow development to occur around it without receiving the economic benefits.

Thanks, and regards

Raventh Tatineni

A Proud Castle Pines Resident.

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
Douglas County Library, 360 Village Square Lane, Castle Pines, CO
Tuesday, March 10, 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 6:37 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
Linda Michow, City Attorney
Tobi Duffey, City Clerk
Marcus Graves, Parks, Recreation, and Open Space Director

• **PLEDGE OF ALLEGIANCE**

- Mayor Engerman led the Pledge of Allegiance.

• **APPROVAL OF AGENDA**

- The agenda was approved as presented.

• **PUBLIC COMMENT**

- No public comment was presented.

- **PRESENTATION OF MINUTES**

- The February 24, 2026 City Council Meeting Minutes were approved as presented.

- **CONSENT AGENDA**

- Resolution 26-16, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving Utility Easement Agreements with Public Service Company of Colorado
- Resolution 26-17, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving A Master Services Agreement with OpenGov, Inc. For Software Services
- Resolution 26-18, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving a Statement of Work Between the City of Castle Pines and General Networks Corporation for Technical Consulting Services
- **Motion:** Council Member Salazar moved to approve all items on the Consent Agenda. Council Member Winegar and Council Member Eubanks seconded. The motion passed 7 to 0.

- **GENERAL BUSINESS**

- **Resolution 26-19, A Resolution of the City Council of the City of Castle Pines, Colorado Naming Certain Trail Segments in the City**
 - Marcus Graves, Parks, Recreation, and Open Space Director, gave the staff presentation.
- **Motion:** Council Member Cole moved to approve Resolution 26-19, A Resolution of the City Council of the City of Castle Pines, Colorado Naming Certain Trail Segments in the City. Mayor Pro Tem Blue seconded. The motion passed 7 to 0.

- **COMMENTS/REPORTS**

- **City Manager's Report**
View video recording here:

https://castlepines.granicus.com/player/clip/1062?meta_id=48210

- **Council Member Reports**
 - **Council Member Eubanks**
View video recording here:

https://castlepines.granicus.com/player/clip/1062?meta_id=48212

- **Council Member Mulvey**
View video recording here:
https://castlepines.granicus.com/player/clip/1062?meta_id=48213

- **Council Member Cole**
View video recording here:
https://castlepines.granicus.com/player/clip/1062?meta_id=48214

- **Mayor Pro Tem Blue**
View video recording here:
https://castlepines.granicus.com/player/clip/1062?meta_id=48215

- **Council Member Salazar**
View video recording here:
https://castlepines.granicus.com/player/clip/1062?meta_id=48216

- **Council Member Winegar**
View video recording here:
https://castlepines.granicus.com/player/clip/1062?meta_id=48217

- **Mayor's Report**
View video recording here:
https://castlepines.granicus.com/player/clip/1062?meta_id=48218

- **ADJOURNMENT**
 - Mayor Engerman adjourned the meeting at 6:58 p.m.

MINUTES SUBMITTED:

APPROVED:

Tobi Duffey, MMC, City Clerk

Tracy Engerman, Mayor



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: Joe Marenciik, Stormwater Program and Utility Manager

CC: Larry Nimmo, Public Works Director

DATE: March 24, 2026

Re: Resolution 26-20, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Intergovernmental Agreement Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Castle Pines Regarding City of Castle Pines Stream Conditions Assessment and Project Prioritization

Policy Question: Does the City Council support the approval of an Intergovernmental Agreement with Mile High Flood District for a Stream Conditions Assessment and Project Prioritization study?

Background: As the City continues to plan for future stormwater projects, a comprehensive assessment is needed to evaluate current stream conditions and prioritize potential future capital improvements. With the possibility of partnership with Mile High Flood District (MHFD) on future projects, MHFD would like to enter into an Intergovernmental Agreement (IGA) with Castle Pines on a city-wide stream conditions assessment and project prioritization study to help guide future planning and capital project efforts. The study will evaluate major drainageways throughout the City using a standardized assessment methodology and provide a prioritized list of potential capital improvement projects. MHFD, in coordination with City stormwater staff, will manage the consultant selection and project scope and administration.

Staff Analysis: A stream conditions assessment is an essential step in identifying and prioritizing future stormwater capital improvement projects. This assessment will provide the City with a comprehensive understanding of the current condition of its drainage infrastructure and natural channels, enabling better-informed decisions going forward.

This assessment will evaluate major drainageways within the City to identify areas of erosion, channel instability, infrastructure concerns, and maintenance needs. The project will include developing a work plan and schedule, conducting field assessments of drainage systems, implementing an evaluation and screening system for project prioritization, and preparing a final summary of the findings. The results will help inform future stormwater capital improvement projects, maintenance activities, and grant or partnership opportunities. Participation in the

Resolution 26-20
March 24, 2026

study with MHFD provides several benefits to the City, including technical expertise, regional coordination, and cost-sharing.

Fiscal Impact: The estimated total cost of the Stream Condition Assessment and Project Prioritization study is \$200,000. Under the terms of the IGA, the cost will be shared equally between the City of Castle Pines and the Mile High Flood District. Funds for the City's share have already been allocated in the 2026 budget.

Staff Recommendation: Staff recommends that City Council approve the Intergovernmental Agreement with Mile High Flood District to conduct a Stream Condition Assessment and Project Prioritization study for major drainageways within the City of Castle Pines.

Proposed Motion: I MOVE TO APPROVE RESOLUTION NO. 26-20, .A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF CASTLE PINES REGARDING CITY OF CASTLE PINES STREAM CONDITIONS ASSESSMENT AND PROJECT PRIORITIZATION

Attachments:

- Resolution No. 26-20
- IGA with Mile High Flood District

RESOLUTION NO. 26-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF CASTLE PINES REGARDING CITY OF CASTLE PINES STREAM CONDITIONS ASSESSMENT AND PROJECT PRIORITIZATION

WHEREAS, the City of Castle Pines (the “City”) is authorized pursuant to C.R.S. § 29-1-203, as amended from time to time, to cooperate and contract with other governmental entities regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Urban Drainage and Flood Control District d/b/a Mile High Flood District (the “District”) is a special district that assists public bodies in enacting floodplain regulation measures; and

WHEREAS, the City and the District participated in multiple joint planning studies (the “Plans”) and desire to conduct a condition assessment of major drainageways to supplement the Plans and to prioritize needs from the Plans within the City (the “Project”); and

WHEREAS, the City and the District desire to enter into an intergovernmental agreement to set forth each party’s responsibilities regarding the Project and to establish the cost allocations for the Project (the “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 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 IGA 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 IGA on behalf of the City when the IGA is in its final form.

Section 3. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

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

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF ___ IN FAVOR, ___ AGAINST, AND ___ ABSENT THIS 24th DAY OF MARCH, 2026.

Tracy Engerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Tobi Duffey, MMC, City Clerk

Linda C. Michow, City Attorney

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES
AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH
FLOOD DISTRICT REGARDING CITY OF CASTLE PINES STREAM CONDITIONS
ASSESSMENT AND PROJECT PRIORITIZATION

AGREEMENT REGARDING
CITY OF CASTLE PINES STREAM CONDITIONS
ASSESSMENT AND PROJECT PRIORITIZATION

Agreement No. 26-02.46

Project No. 110630

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF CASTLE PINES (hereinafter called "PROJECT SPONSOR") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Happy Canyon Creek Major Drainageway Plan" by Muller Engineering, dated March 2014, hereinafter called "PLAN"); and

WHEREAS, PARTIES participated in a joint planning study titled "Scott and Lemon Gulch Watersheds Outfall Systems Planning Report" by CH2M Hill, dated July 2006 (hereinafter called "PLAN"); and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainageway Plan" by Muller Engineering, dated October 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin & Baldwin Gulches and Basin 4600-09 Outfall Systems Planning Study" by KIOWA Engineering, dated December 1994 (hereinafter called "PLAN"); and

WHEREAS, PARTIES would like to do a condition assessment of major drainageways to supplement PLANS and to prioritize needs from PLANS within the City of Castle Pines; and

WHEREAS, PARTIES now desire to proceed with condition assessment and project prioritization for major drainageways within the City of Castle Pines (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 85, Series of 2025) for drainage and flood control facilities in which PROJECT was included in the 2026 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2026 subsequent to public hearing (Resolution No. 84, Series of 2025) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 9, Series of 2026); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

Part 1

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

A. Stream Condition Assessment and Project Prioritization. PROJECT shall include the assessment and prioritization of improvements. Specifically, the stream condition assessment and project prioritization shall include the major drainageways within the City of Castle Pines, as shown on Exhibit A, attached hereto and incorporated by this reference.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Stream Condition Assessment and Project Prioritization services;
2. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$200,000.00 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Stream Condition Assessment and Project Prioritization	\$ 200,000.00
2. Contingency	\$ -0-
Grand Total	\$ 200,000.00

This breakdown of costs is for estimating purposes only. Costs may vary between the various PROJECT elements without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$100,000.00
PROJECT SPONSOR	50%	\$100,000.00
TOTAL	100%	\$200,000.00

1.05 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (PROJECT SPONSOR - \$100,000.00; DISTRICT - \$100,000.00) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide accounting of PROJECT funds as well as a notification to PROJECT SPONSOR of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 2.06).

Following completion of PROJECT if there are monies including interest earned remaining, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, monies shall be transferred to another special fund held by DISTRICT.

1.06 STREAM CONDITION ASSESSMENT AND PROJECT PRIORITIZATION

The contracting officers for PARTIES, as defined under Paragraph 2.06 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the Stream Condition Assessment and Project Prioritization subject to approval of PROJECT SPONSOR. Payment shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Stream Condition Assessment and Project Prioritization shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design; and
- B. Preparation and implementation of an evaluation and screening system for the assessment and prioritization of projects; and

- C. Preparation of a report and or platform to allow for the implementation of the prioritization plan.

DISTRICT shall provide any written work product by the engineer to PROJECT SPONSOR.

1.07 RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to PROJECT SPONSOR.

1.08 PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR. In any event DISTRICT shall have no responsibility for a public relations program but shall assist PROJECT SPONSOR as needed and appropriate.

1.09 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

Part 2

2.01 OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that, if PROJECT SPONSOR owns the property on which PROJECT is constructed either in fee or non-revocable easement, PROJECT SPONSOR shall be responsible for same including but not limited to fully complying with the remaining provisions of this Paragraph 2.01. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PROJECT SPONSOR may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PROJECT SPONSOR disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of

the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PROJECT SPONSOR has not obtained the written approval of DISTRICT prior to such action, PROJECT SPONSOR shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, PROJECT SPONSOR shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PROJECT SPONSOR has taken reasonable action to stop those actions. In the event PROJECT SPONSOR breaches the terms and provisions of this Paragraph 2.01 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PROJECT SPONSOR for specific performance of this portion of the Agreement.

2.02 MAINTENANCE

PARTIES agree that PROJECT SPONSOR shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at PROJECT SPONSOR's request, shall assist PROJECT SPONSOR with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to PROJECT SPONSOR, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

2.03 FLOODPLAIN REGULATION

PROJECT SPONSOR agrees to regulate and control the floodplain of City of Castle Pines within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that PROJECT SPONSOR cannot obligate itself by contract to exercise its police powers. If PROJECT SPONSOR fails to regulate the floodplain of City of Castle Pines within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and PROJECT SPONSOR shall cooperate fully.

2.04 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein, except for Paragraph 2.01. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, Paragraph 2.02.

MAINTENANCE, and Paragraph 2.03. FLOODPLAIN REGULATION,

2.05 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.06 CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be City Manager, 7437 Village Square Drive, Suite 200, Castle Pines, CO 80108.
- B. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Avenue, Lakewood, Colorado 80228.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARTIES are impacted by the amendment and ensure that such PARTIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.07 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.08 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.09 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

2.10 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.11 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.12 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.13 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.15 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES.

2.16 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that

any person or party other than PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.17 GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.18 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By Checked By

CITY OF CASTLE PINES

By _____

Name _____

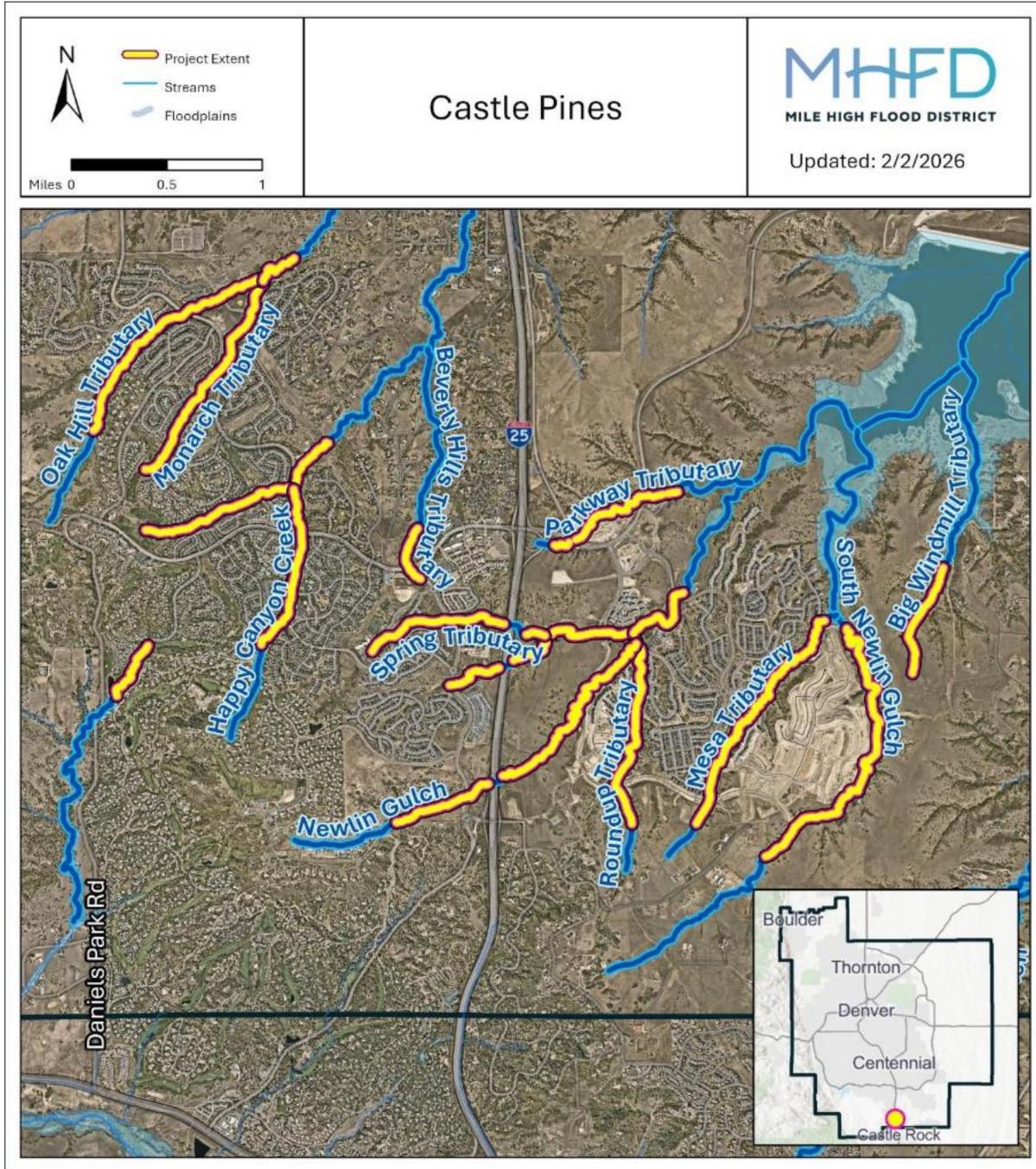
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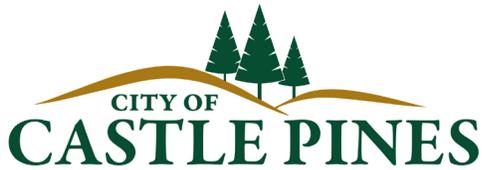
Date _____

AGREEMENT REGARDING
CITY OF CASTLE PINES STREAM CONDITIONS
ASSESSMENT AND PROJECT PRIORITIZATION

Agreement No. 26-02.46

Exhibit A





**CITY COUNCIL COMMUNICATION FORM
ACTION ITEM**

TO: Mayor Engerman and City Council

FROM: Jay Rowe, Public Works CIP and Operations Manager

DATE OF MEETING: March 23, 2026

RE: Resolution No. 26-21, A Resolution Of The City Council Of The City Of Castle Pines, Colorado, Awarding a Bid and Approving a Construction Contract with EDW. C. LEVY CO. D/B/A Schmidt Construction Company for the 2026 Pavement Maintenance Program (2026-PW-003)

Policy Question: Does City Council support a resolution to grant the award of a contract to EDW. C. LEVY CO., operating under the trade name Schmidt Construction Company, for the 2026 Pavement Maintenance Program Project No. 2026-PW-003?

Background: The City's Pavement Management Program identifies maintenance locations throughout the network based on Pavement Condition Index (PCI) data and lifecycle planning. The 2026 program includes maintenance on various local and collector streets and incorporates several treatment types, including asphalt milling and overlay, cracksealing, asphalt patching, surface seal treatments, and residential sidewalk repair. In addition, the complete reconstruction of the western concrete portion of Buffalo Trail is included as a part of this year's program.

Staff Analysis: The City solicited bids for the 2026 Pavement Maintenance Program (Project No. 2026-PW-003) by posting an Invitation for Bid on the Rocky Mountain E-Purchasing System on February 6, 2026. On March 6, 2026, the City received nine (9) bids for the project. Following the evaluation, City staff and the City's engineering consultant recommend awarding the Contract to Schmidt Construction Company. Schmidt submitted the lowest responsive and responsible bid of \$2,539,865.60, which is significantly below the Engineer's Opinion of Probable Construction Cost. Based on unit pricing and prior performances in past years, staff recommends entering a Construction Contract with Schmidt in the City's standard form for the 2026 Pavement Maintenance Program. This type of work has enabled the City to maintain a consistent Pavement Condition Index rating of above 80.

Fiscal Impact: The adopted 2026 budget identifies the Pavement Maintenance Program as a Public Works Capital Improvement Fund project with a total budget of \$4,000,000.00. Bids received were highly competitive and fell below the Engineer's Estimate, due to current industry conditions and favorable asphalt pricing. The total cost for 2026-PW-003 includes Schmidt Construction Company's bid of \$2,539,865.60 and Benesch's design, scope, and estimated inspection and construction management of \$123,715.00. This sum of both equals \$2,663,580.60

and remains \$1,336,419.40 below the approved project budget, allowing the City to complete the full scope of planned pavement maintenance work.

Staff Recommendation: Staff recommends that City Council award the construction contract to Schmidt Construction Company and authorize the City Manager to negotiate and execute the contract for the 2026 Pavement Maintenance Program (Project No. 2026-PW-003) in an amount not to exceed \$2,539,865.60.

Proposed Motion: I MOVE TO APPROVE RESOLUTION NO. 26-21, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, AWARDED A BID AND APPROVING A CONSTRUCTION CONTRACT WITH EDW. C. LEVY CO. D/B/A SCHMIDT CONSTRUCTION COMPANY FOR THE 2026 PAVEMENT MAINTENANCE PROGRAM (2026-PW-003).

Attachments:

- Resolution 26-21 to Award the Bid of Schmidt Construction Company for Project No. 2026-PW-003
- Construction planned work locations
- Bid Tabulation
- Recommendation for Award

RESOLUTION NO. 26-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, AWARDING A BID AND APPROVING A CONSTRUCTION CONTRACT WITH BARRICADE HOLDINGS LLC D/B/A COLORADO BARRICADE CO. FOR THE 2026 PAVEMENT MAINTENANCE PROGRAM (PROJECT NO. 2026-PW-003)

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 solicited bids in February 2026 for the Castle Pines Pavement Maintenance Program (Project No. 2026-PW-003) (the “Project”); and

WHEREAS, the City advertised the Project for an ample amount of time in accordance with Colorado law by posting an invitation for bid (the “IFB”); and

WHEREAS, City Staff evaluated the unit price bids received from bidders together with the specific criteria set forth in the IFB to determine the lowest responsible bidder for the Project; and

WHEREAS, it is the desire and intent of the City Council to award the bid to the lowest responsible bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the City Council, after consideration of the bids submitted and the recommendations of City Staff, finds that Barricade Holdings LLC d/b/a Colorado Barricade Co. (the “Contractor”), submitted the lowest responsible bid for the Project; and

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not-to-exceed amount of One Hundred Sixty-Five Thousand Three Hundred and 00/100 Dollars (\$165,300.00) (the “NTE Amount”), based on the unit price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Project; and

WHEREAS, the City Council desires to approve a construction contract with the Contractor (the “Construction Contract”) and further desires to delegate authority to the City Manager to execute the same 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) awards the Project to the Contractor in the NTE Amount of One Hundred Sixty-Five Thousand Three Hundred and 00/100 Dollars

(\$165,300.00); (b) approves the Construction Contract with the Contractor in substantially the same form attached hereto and incorporated herein as **Exhibit A**; (c) authorizes the City Attorney, in consultation with the City Manager, to make or negotiate such changes as may be necessary to the Construction Contract that do not substantially increase the obligations of the City; and (d) authorizes the City Manager to execute the Construction Contract on behalf of the City 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. 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 ___ IN FAVOR, ___ AGAINST AND ___ ABSENT ON THIS 24TH DAY OF MARCH, 2026.

[Signature page follows]

Tracy Engerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Tobi Duffey, MMC, City Clerk

Linda C. Michow, City Attorney

EXHIBIT A

Construction Contract with Barricade Holdings LLC d/b/a Colorado Barricade Co.



City of Castle Pines Project No.: 2026-PW-003

**CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
2026 Pavement Maintenance Program**

This Construction Contract (“Contract”), effective this ____ day of _____, 20__, is made and entered into by and **EDW. C. LEVY CO. d/b/a Schmidt Construction Company** (hereinafter, “Contractor”), a Michigan corporation having a principal office address of 8800 Dix Ave., Detroit, MI 48209 and the **CITY OF CASTLE PINES** (hereinafter, “City” or “Owner”), a municipal corporation of the State of Colorado, having an address of 7437 Village Square Lane, Suite 200, Castle Pines, Colorado 80108 (collectively, the City and Contractor are referred to herein as the “Parties”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within **Fourteen (14)** days following the Notice of Award and agrees that the Work will be completed within **One Hundred Fifty (150)** calendar days of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor’s Form of Bid, not to exceed **Two Million Five Hundred Thirty-Nine Thousand Eight Hundred Sixty-Five Dollars and Sixty Cents (\$2,539,865.60)**.

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Castle Pines is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Castle Pines and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor, and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

- | | |
|---|--------------------------------------|
| Invitation for Bids | Other: |
| Instructions to Bidders | Technical Specifications (Exhibit F) |
| Bid Bond | |
| Bid Form | |
| Notice of Award | |
| Notice to Proceed | |
| Construction Contract | |
| Specifications | |
| Performance, Payment, Maintenance and Warranty Bond | |
| General Conditions, including table of contents | |
| Special Provisions (Exhibit C) | |
| Addendum Change Orders | |
| Insurance Certificates | |
| Tax-Exempt Certificates | |

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended, or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

- Name: Jay Rowe
Address: 7437 Village Square Lane, Suite 200
Castle Pines, CO 80108
Telephone: (303) 746-0974
Email: jason.rowe@castlepinesco.gov

The Project Manager is authorized to represent and act as agent for the City with respect to City’s rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City’s Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Castle Pines.

7.02 This Construction Contract shall be deemed entered into in Douglas County, State of Colorado, as the City is located in said County. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Douglas County, Colorado.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

9.01 This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

9.02 The City in its sole discretion may opt to renew or extend this Contract for additional work for up to one (1) additional year (or portion of a year) under the same or substantially similar terms and conditions; provided, however, that the City and Contractor may mutually agree to a reasonable and justifiable increase in compensation or to a different method of compensation subject to an appropriation of funds by the City Council for the term of any renewal or extension. The City may opt to exercise this

option up to two (2) times, for a total of two (2) additional years beyond the initial year. The City makes no assurances or guarantees the Contract will be renewed or extended for any additional time periods or amounts. The renewal or extension option may be exercised by the City at its discretion only if the City deems the Contractor's performance under the Contract to be complete and fully satisfactory and all terms and conditions of the Contract have been fulfilled. Any renewal and/or extension shall be made in writing and be approved by the Contractor and the City Council.

PART 10 - CONTINGENCY

10.01 This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved and fully executed by the City, neither Party shall be bound to the terms of this Construction Contract.

10.02 The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

10.03 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.

PART 11 – WEB ACCESSIBILITY COMPLIANCE

11.01 Contractor agrees to perform the Work 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.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CASTLE PINES, ATTENTION: JAY ROWE, PROJECT MANAGER.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

CITY OF CASTLE PINES, COLORADO:

By: _____

Printed Name: Michael Penny

Title: City Manager

Date of execution: _____

ATTEST:

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Linda Michow, City Attorney

EDW. C. LEVY CO. d/b/a Schmidt Construction Company:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ (printed name) as _____ (title) of EDW. C. LEVY CO. d/b/a Schmidt Construction Company, a Michigan corporation.

My commission expires: _____

(S E A L)

Notary Public
(Required for all contracts (C.R.S. § 8-40-

202(2)(b)(IV))

PoDI / NHS

NO YES
 FHWA PROJECT OF DIVISION INTEREST (P+D)?

NO YES
 NATIONAL HIGHWAY SYSTEM?

CITY OF CASTLE PINES

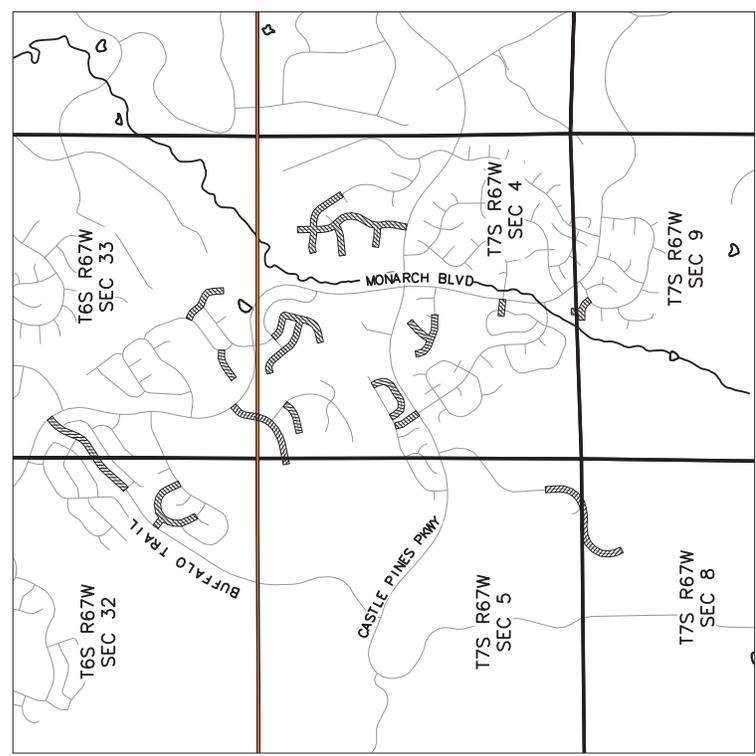
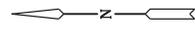
2026 CASTLE PINES PAVEMENT MAINTENANCE PROGRAM

PUBLIC WORKS DEPARTMENT

PROJECT NO. 2026-PW-003

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	M&S STANDARDS LIST
3	GENERAL NOTES
4-5	SUMMARY OF APPROXIMATE QUANTITIES
6-10	TYPICAL SECTIONS
11-50	ROADWAY PLANS
53	BUFFALO TRAIL DETOUR PLAN



VICINITY MAP
 SCALE: 1" = 2000'
 0 1000' 2000' 4000'

ENGINEER'S CERTIFICATION

"THESE CONSTRUCTION PLANS FOR 2026 CASTLE PINES ROAD MAINTENANCE PROGRAM WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S ROADWAY DESIGN AND CONSTRUCTION STANDARDS, STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA, AND THE GRADING, EROSION, AND SEDIMENT CONTROL MANUAL."

TRAVIS GREIMAN
 ALFRED BENESECH & COMPANY

811
 FOR BARRIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS BEFORE YOU DIG
 CALL 811
 (or 438-5922-5871)
 UTILITY NOTIFICATION
 CENTER OF COLORADO (UNCC)
 WWW.UNCC.ORG

Print Date: 2/2/2026	File Name: 1525-300023-CO-01-TITLE.dwg	Horizontal Scale: 1"=2000'	Vertical Scale:
Alfred Benesch & Company 7979 E. Tulte Avenue, Suite 800 Denver, Colorado 80237 303.771.6888			
benesch		Date: _____ Initials: _____ Comments: _____ Revisions: _____ No. Revisions: _____ As Constructed: _____	
CASTLE PINES Public Works & Engineering Design Engineer Castle Pines, Colorado 80108		Designer: _____ Detailer: _____ Sheet Subst: _____ COVER Structure Numbers CWD Numbers TITLE SHEET	
Project No. 2026-PW-003		Sheet Number: 1 OF 53 Subst Sheets: 1 OF 1	

3/9/2026

Attn: Larry Nimmo, Public Works Director

City of Castle Pines.

Larry,

Staff has performed an evaluation of the nine bids received on March 6th 2026 for the 2026-PW-003 Pavement Maintenance Program as representatives for the City of Castle Pines. Given the lowest bid and project qualifications, Schmidt Construction, Inc. is recommended for award of the Project.

Please see the attached Bid Tabulation below for your further reference.

Sincerely,

Jay Rowe



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: March 24, 2026

RE: Resolution No. 26-22, A Resolution of the City Council of the City of Castle Pines, Colorado, Approving an Agreement for Services and Equipment Between the City of Castle Pines and Barricade Holdings LLC D/B/A Colorado Barricade CO. for On-Call Striping and Pavement Marking Services

Policy Question: Does City Council support approval of a Professional Services Agreement (PSA) with Colorado Barricade Co. for on-call roadway striping and pavement marking services in an amount not to exceed \$165,300.00?

Background: On January 16, 2026, the City issued an Request for Bids (RFB) on Rocky Mountain E-Purchasing Bid-Net Project No. PW-2026-006 for On-Call Striping and Pavement Marking Services for the 2026 season. Striping and pavement markings are critical safety components of the City's transportation network and must be installed and maintained in accordance with MUTCD Standards and City Specifications. The City received two bids in response to the solicitation.

Staff Analysis: Both contractors are able to perform the required work based on prior experience with the City. However, D2 Striping was unable to provide pricing for various pavement marking items. As a result, the bid is considered incomplete and cannot be evaluated as a fully responsive proposal. Colorado Barricade submitted a complete and responsive bid package, including required qualifications, references, and a proposed approach to the work. Based on completeness, responsiveness, and demonstrated prior performance with the City in 2025, Staff finds Colorado Barricade to be the lowest responsive and responsible bidder.

Fiscal Impact: The proposed PSA is for an amount not to exceed \$165,300.00. Funding for striping and pavement marking services is included in the adopted 2026 Public Works operating and pavement maintenance budget. Costs will be incurred on a unit price, as-needed basis, and only as authorized by the City.

Staff Recommendation: Staff recommends approval of Resolution No. 26-22 authorizing a Professional Services Agreement with Colorado Barricade Co. for Project No. PW-2026-006 in an amount not to exceed \$165,300.00.

Proposed Motion: I MOVE TO APPROVE RESOLUTION NO. 26-22, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN AGREEMENT FOR SERVICES AND EQUIPMENT BETWEEN THE CITY OF CASTLE PINES AND BARRICADE HOLDINGS LLC D/B/A COLORADO BARRICADE CO. FOR ON-CALL STRIPING AND PAVEMENT MARKING SERVICES.

Attachments:

- Resolution 26-22
- Colorado Barricade Co. On-Call Striping and Pavement Marking Services (Project No. PW-2026-006) PSA

RESOLUTION NO. 26-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN AGREEMENT FOR SERVICES AND EQUIPMENT BETWEEN THE CITY OF CASTLE PINES AND BARRICADE HOLDINGS LLC D/B/A COLORADO BARRICADE CO. FOR ON-CALL STRIPING AND PAVEMENT MARKING 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 on-call striping and pavement marking services (the “Services”); and

WHEREAS, the Barricade Holdings LLC d/b/a Colorado Barricade Co., a Delaware limited liability company (the “Contractor”) has the necessary skill and expertise to perform the Services; and

WHEREAS, the City Council desires to approve an agreement for services and equipment with the Contractor for the performance of Services for calendar year 2026 (the “Agreement”).

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

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

Section 2. The City Council hereby: (a) approves the Agreement in substantially the same form 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 Agreement on behalf of the City when the Agreement is in its final form.

Section 3. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

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

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF ___ IN FAVOR, ___ AGAINST, AND ___ ABSENT THIS 24th DAY OF MARCH, 2026.

[Signature Page to Follow]

Tracy Engerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Tobi Duffey, MMC, City Clerk

Linda C. Michow, City Attorney

EXHIBIT A
AGREEMENT FOR SERVICES AND EQUIPMENT
BETWEEN THE CITY OF CASTLE PINES AND BARRICADE HOLDINGS LLC D/B/A
COLORADO BARRICADE CO. FOR ON-CALL STRIPING AND PAVEMENT MARKING
SERVICES

City of Castle Pines, Colorado
AGREEMENT FOR SERVICES AND EQUIPMENT

Project/Services: 2026-PW-006
ON-CALL STRIPING AND PAVEMENT MARKINGS

THIS AGREEMENT FOR SERVICES AND EQUIPMENT (“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 Barricade Holdings LLC d/b/a Colorado Barricade Co., a Delaware limited liability company with offices at 2295 South Lipan Street, Denver, CO 80223 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires certain professional services, including the purchase and installation of certain equipment and materials, 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. Equipment. Contractor shall supply and convey to the City title for all materials and equipment supplied by Contractor as specified in **Exhibit A** (“Equipment”). Contractor represents and agrees that all the Equipment meets the appropriate standards and specifications as set forth in **Exhibit A** and that the City’s purchase of the Equipment shall have the warranty terms set forth in Section IV of this Agreement. Contractor shall not substitute any specified Equipment without prior written approval of the City.

C. Changes to Services or Equipment. A change in the Scope of Services or Equipment 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.

D. 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.

E. 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, 2026, or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

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

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

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

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

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance, state a reasonable time to cure the non-performance, and set a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. If the notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

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

E. Delivery of Notices. Any notice required or permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XIII.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 Rodney Sowel, Pavement Marking Signage Estimator (“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. WARRANTIES.

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the City and will be of good quality, free from faults and defects and in conformance with **Exhibit A**.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the City hereunder, that its transfer of such title to the City is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the City.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the City initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts, components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year from the date that the City initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the City for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the City for the respective manufacturers' warranty periods.

V. 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 Sixty-Five Thousand Three Hundred and 00/100 Dollars (\$165,300.00)** (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.

VI. 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 VIII (Insurance) and Section IX (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 IX are included in any subcontract between Contractor and a subcontractor related to this Agreement.

VII. 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.

VIII. 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.

IX. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

X. RESERVED

XI. 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.

XII. 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.

XIII. 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.

<u>If to the City:</u>	<u>If to Contractor:</u>
City of Castle Pines Attn: City Manager 7437 Village Square Drive, Suite 200 Castle Pines, CO 80108	Colorado Barricade Co. Attn: Rodney Sowl 2295 South Lipan Street Denver, CO 80223
With Copy to: Castle Pines City Attorney Michow Guckenberger & McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

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

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

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

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

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

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

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

P. Survival. The provisions of Sections VII (Independent Contractor), VIII (Insurance), IX (Indemnification) and XIII (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

COLORADO BARRICADE CO.:

By: _____

Printed Name: Patrick O'Bryan

Title: Director of Contracting

Date of execution: 3/6/26

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Agreement for Services and Equipment was subscribed, sworn to and acknowledged before me this ___ day of March, 2026, by Patrick O'Bryan (printed name) as Director of Contracting (title) of Barricade Holdings LLC d/b/a Colorado Barricade Co., a Delaware limited liability company.

My commission expires: July 8, 2029

(SEAL)

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

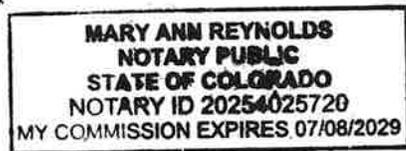


EXHIBIT A
SCOPE OF SERVICES
PROJECT NO. 2026-PW-006

THE CITY OF CASTLE PINES ON-CALL STRIPING AND PAVEMENT MARKINGS

1. General Description

The Contractor shall furnish all labor, supervision, equipment, materials, traffic control, mobilization, and incidentals necessary to install roadway striping and pavement markings in accordance with the Contract Documents and the Castle Pines Roadway Design and Construction Standards. Work shall be performed on an as-needed, on-call basis at various locations throughout the City. This Contract does not guarantee any minimum quantity of work.

2. Coordination and Authorization

The City will issue work requests identifying the estimated quantities, types, sizes, and locations of pavement markings. No work shall commence without authorization from the City's Public Works Department. The Contractor shall coordinate with the City to establish mutually agreeable schedules for each work request. Unless otherwise approved by the City, work shall be completed within thirty (30) calendar days of authorization, subject to weather limitations and material application requirements.

3. Scope of Work

The scope of work is in the public right-of-way in the City and includes, but is not limited to, the installation of centerline striping, edge line striping, lane line striping, crosswalks, stop bars, channelizing lines, arrows, letters, chevron markings, bicycle symbols, parking features, and other pavement markings as directed by the City's Public Works Department.

4. Materials and Standards

Pavement marking materials shall consist of waterborne acrylic traffic paint, epoxy, or thermoplastic, unless otherwise approved by the City. All materials and installation practices shall comply with the most current editions of:

- CDOT Standard Specifications for Road and Bridge Construction
- CDOT Pavement Marking Practice Guide
- Castle Pines Roadway Design and Construction Standards, including Section 9.6

Alternative materials and methods may be used only with approval from the City's Public Works Department.

5. Application Requirements

All pavement surfaces shall be properly cleaned and prepared prior to application. Pavement markings shall be installed in strict accordance with applicable agency standards and manufacturer recommendations, taking into account factors such as temperature, surface condition, humidity, and curing requirements. The Contractor shall ensure proper adhesion, alignment, durability, and uniform appearance of all pavement markings. Any markings that fail due to improper application or workmanship shall be corrected at no additional cost to the City.

6. Traffic Control

The Contractor shall furnish, install, maintain, and remove all traffic control necessary to safely perform the work in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control, including flagging and lane closures, shall be included in the bid prices unless otherwise specified in this Agreement.

7. Scheduling and Timeline

Work schedules should be coordinated with the City's Public Works Department. The Contractor shall accommodate emergency or time-sensitive requests when feasible, as directed by the City. Accelerated schedules may be required for safety-related or operational needs.

8. Mobilization

The Contractor shall include all mobilization costs necessary to perform the work. The City may provide equipment staging areas upon request, subject to availability and approval.

9. Cleanup and Damages

The Contractor shall be responsible for cleaning all overspray, tracking, or unintended markings caused by its operations. The Contractor shall repair, at its own expense, any damage to pavement, curb, sidewalk, landscaping, or adjacent property resulting from its operations.

10. Bid Quantities

Approximate bid quantities are provided in Exhibit B. Actual quantities may vary. Payment shall be based on the actual quantities of work completed and accepted by the City at the unit prices specified in Exhibit B. Unit prices shall include all labor, materials, equipment, traffic control, mobilization, and incidentals necessary to complete the work unless otherwise noted.

11. Warranty

The Contractor warrants that all pavement markings shall remain serviceable and free from defects in materials and workmanship for a minimum of one (1) year from installation.

EXHIBIT B
COMPENSATION

Bidder's Company Name: Barricade Holdings LLC dba Colorado Barricade Company

Line Item	Contract Item	Unit	Estimated Project Total	Unit Price	Estimated Total
1	Double Yellow (5") (Waterborne)	LF	20,000	\$0.70	\$14,000.00
2	Double Yellow (5") (Epoxy)	LF	10,000	\$1.35	\$13,500.00
3	White Channelizing (8") (Waterborne)	LF	500	\$0.70	\$350.00
4	Skip/Lane Line (6") (Waterborne) (Actual Painted Length Only)	LF	25,000	\$0.60	\$15,000.00
5	Yellow Edge Line/Bike Lane (6") (Waterborne)	LF	3,000	\$0.60	\$1,800.00
6	White Edge Line/Bike Lane (6") (Waterborne)	LF	40,000	\$0.60	\$24,000.00
7	White Edge Line/Bike Lane (6") (Epoxy)	LF	10,000	\$1.15	\$11,500.00
8	Crosswalk Bars (Epoxy)	SF	1,500	\$14.00	\$21,000.00
9	Turn or Straight Arrows (Epoxy)	EA	50	\$425.00	\$21,250.00
10	Combo Arrows (Epoxy)	EA	10	\$600.00	\$6,000.00
11	Bike Lane Symbol with Arrow (Waterborne)	EA	50	\$250.00	\$12,500.00
12	Shark Teeth (Waterborne)	EA	70	\$25.00	\$1,750.00
13	Stop Bar (24") (Waterborne)	EA	40	\$500.00	\$20,000.00
14	Handicap Pad 6'x6' Blue w/ White Symbol (Waterborne)	EA	1	\$150.00	\$150.00
15	Entire Word "SCHOOL" (Total of Six 8' Letters) (Waterborne)	EA	5	\$500.00	\$2,500.00
				TOTAL:	\$165,300.00



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: Michael Penny, City Manager

DATE: March 24, 2026

Re: Resolution 26-23, A Resolution of the City Council of the City of Castle Pines, Colorado, Concerning the Development of an Annexation Policy, Imposing a Stay on Future Annexation Applications and Accepting the Withdrawal of the Annexation Petition for Properties Known as Crowsnest Annexation

Policy Question: Does the City Council approve the resolution directing staff to develop an Annexation Policy, accepting the withdrawal of the annexation petition for properties known as Crowsnest Annexation, terminating such annexation proceedings, and imposing a stay on future annexation applications?

Background: During the City Council's dually noticed annual retreat held on March 7, 2026, the City Council discussed, among many topics, the Council's vision for the community. This discussion included the Council's thoughts on annexations. The conversation included whether the City should expand, and if so, where and what design and conditions the Council would expect for a potential annexation.

The result of the conversation was to direct staff to draft a resolution for the next City Council meeting, to pause any existing annexation applications, impose a stay on any future annexation applications, and draft an annexation policy for Council consideration.

The Annexation policy development will include public engagement. The policy will include criteria, including, but not limited to, master planning, density, parks, open space, trails, municipal service delivery, and commercial areas and uses.

With this direction, the applicant was contacted, and the Council's direction was shared. Following this, the Petitioners for the Crowsnest Annexation have chosen to withdraw their application until Council adopts an Annexation Policy. The Petitioners' withdrawal notice for the Crowsnest Annexation was received on March 19, 2026. Therefore, the resolution acknowledges Council's acceptance of the withdrawal and termination of further annexation proceedings.

Staff Analysis: Staff has the capacity to develop an Annexation Policy within the 90-day window set by the City Council. The adoption of an Annexation Policy will provide City staff with criteria and direction for reviewing and negotiating future annexation applications. The document will also

Resolution 26-23
March 24, 2026

provide a vision of what the Council expects from potential annexation applicants, including what type of development is expected prior to filing an application to annex into the City of Castle Pines.

Fiscal Impact: No fiscal impact is anticipated from the passage of the proposed resolution.

Proposed Motion: I MOVE TO ADOPT RESOLUTION NO. 26-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, CONCERNING THE DEVELOPMENT OF AN ANNEXATION POLICY, IMPOSING A STAY ON FUTURE ANNEXATION APPLICATIONS AND ACCEPTING THE WITHDRAWAL OF THE ANNEXATION PETITION FOR PROPERTIES KNOWN AS CROWSNEST ANNEXATION

Attachments:

- Resolution No. 26-23
- Letter of Withdrawal for Properties known as Crowsnest Annexation

RESOLUTION NO. 26-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, CONCERNING THE DEVELOPMENT OF AN ANNEXATION POLICY, IMPOSING A STAY ON FUTURE ANNEXATION APPLICATIONS AND ACCEPTING THE WITHDRAWAL OF THE ANNEXATION PETITION FOR PROPERTIES KNOWN AS CROWSNEST ANNEXATION

WHEREAS, the City Council of the City of Castle Pines, Colorado, held its dually noticed annual retreat on March 7, 2026, during which it discussed the Council’s vision for the community, including a discussion of annexation and the appropriate timing and conditions under which annexation should occur; and

WHEREAS, the City Council finds that a Council-adopted annexation policy (“Annexation Policy”), in addition to the statutorily-required Three Mile Plan, is necessary to provide direction to potential applicants and staff on when and how the City may want to expand its boundaries; and

WHEREAS, the City Council acknowledges that the community has grown and changed considerably, increasing from approximately 10,500 to approximately 17,500 residents since 2018, and an Annexation Policy is a valuable tool for communicating with the community; and

WHEREAS, the City Council acknowledges and consents to the Crowsnest Annexation Petitioners’ withdrawal of their Annexation Petition effective March 19, 2026, consistent with City Council’s direction to defer annexation consideration until an Annexation Policy is developed; and

WHEREAS, the City Council recognizes that the proposed Crowsnest Annexation Properties and surrounding areas will be urbanized and developed in the future, as illustrated by the surrounding development adjacent to Crowfoot Valley Road within the Town of Parker and Town of Castle Rock; and

WHEREAS, the City Council finds that designation of the Crowsnest Annexation property for urban development is an appropriate and logical expansion of area growth patterns, can be developed in a compatible manner with surrounding land uses, reflects the changing conditions in this area of northern Douglas County, and can be appropriately developed through future detailed review and phasing; and

WHEREAS, the City Council hereby establishes a stay on the acceptance, processing, and consideration of any future annexation applications until such time as the City Council adopts an Annexation Policy; and

WHEREAS, the City Council directs City staff to develop an Annexation Policy as a top priority and present a draft to the City Council within ninety (90) days from the effective date of this Resolution; and

WHEREAS, the City Council finds that establishing an Annexation Policy prior to considering annexation requests promotes orderly growth and is in the best interests of the health, safety, and welfare of the community.

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

Section 1. The City Council directs City staff to draft an Annexation Policy and present it to the City Council within the next ninety (90) days.

Section 2. The City Council hereby imposes a stay on the acceptance, processing, and consideration of any future annexation applications until such time as the City Council formally adopts an Annexation Policy, unless earlier lifted or modified by the City Council.

Section 3. The City Council acknowledges and consents to the Crowsnest Annexation Petitioners' withdrawal of their Annexation Petition effective March 19, 2026, thereby terminating such annexation proceedings.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon 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 ON THIS 24TH DAY OF MARCH, 2026.

Tracy Engerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Tobi Duffey, MMC, City Clerk

Linda C. Michow, City Attorney

Prepared for: City of Castle Pines

Applicant: VT CROWFOOT VALLEY LANDCO LLC

Date: March 19, 2026

RE: Crowsnest Annexation Petition Withdrawal Statement

Applicant hereby submits this withdrawal of the pending Crowsnest Annexation Petition, solely in conjunction with the City Council's adoption of Resolution No. 26-XX, or a substantially similar resolution, concerning the City's annexation policy, the stay on future annexation applications, and the City's acknowledgment of Applicant's withdrawal of the Crowsnest Annexation Petition.

Accordingly, Applicant's withdrawal of the Crowsnest Annexation Petition shall become effective only upon the approval and effectiveness of such resolution.

This withdrawal is made solely to align with the City Council's policy decision to defer annexation consideration pending adoption of an annexation policy and shall not be construed as any concession on the merits of the property, the petition, or Applicant's legal positions.

Applicant reserves all rights with respect to any future petition, application, amendment request, or other entitlement relating to the property.

VT Crowfoot Valley Landco, LLC

By:  _____

Name: Daniel Williams

Title: Authorized Representative

Date: March 19, 2026



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

CITY COUNCIL COMMUNICATION FORM ACTION ITEM

TO: City Council

The applicant, VT Crowfoot Valley Additional, LLC, has withdrawn its petition to annex the Crowsnest property into the City of Castle Pines. Therefore, the previously scheduled public hearings with the Planning Commission and City Council will be vacated (canceled).

City Council Request to Develop Annexation Policy Development:

The City Council has also asked staff to prepare a resolution for consideration at the March 24 City Council meeting that would direct staff to begin developing an Annexation Policy for any future annexation applications. The intent of this policy would be to establish criteria, informed by resident input, to guide future decisions on annexation applications submitted by property owners.

If the resolution is approved on March 24, public engagement to help develop the policy will be gathered later this year. This request follows a City Council visioning discussion during its annual City Council retreat. Stay tuned for more information.

Additional Information:

Since the applicant has withdrawn the petition, any future annexation requests would need to restart at the beginning of the annexation review process. Restarting this process would involve resubmitting a petition to annex the property, reviewing the petition for substantial compliance with State law, conducting an Eligibility Hearing, and holding first and second readings for the annexation and annexation agreement.

If the applicant resubmits an annexation petition for the property, public notice will be provided via the City's communication channels, including email, social media, and website. Visit the Crowsnest Annexation Petition webpage for the latest information.
<https://www.castlepinesco.gov/crowsnest-annexation-petition/>

FROM: Lisa Roemhildt, Senior Planner

DATE: March 24, 2026

RE: The Crowsnest Planned Development (PD), Case No. RPD-2025-001

Policy Question: Does the City Council support opening and vacating the Crowsnest Planned Development, Case No. RPD-2025-001, given the applicant's withdrawal of the annexation petition?

Background: VT Crowfoot LLC (the Developer), on behalf of the landowners, submitted an application for the zoning of a 794.5-acre property known as Crowsnest Annexation, located east of the Canyons, adjacent to Crowfoot Valley Road, generally lying between South Chambers Road and Pradera Parkway. This application proposed establishing the initial zoning for the Crowsnest Annexation as the Crowsnest Planned Development (PD). Under a separate application, the City Council was considering annexing Crowsnest into the City.

The Crowsnest Planned Development application was originally scheduled for public hearings before the Planning Commission on March 5, 2026, and before the City Council on March 24, 2026. On March 5, 2026, the Planning Commission opened and continued the Planning Commission public hearing until March 26, 2026, as the Developer agreed to modify the review timeline for the Crowsnest Annexation to allow more time to address the City's questions.

Since the continuance, the Developer has formally withdrawn the annexation application on March 19, 2026. Without annexation, no action may be taken on zoning. Accordingly, City staff recommends that the City Council open the public hearing and vacate the zoning application, as the annexation application has been withdrawn.

Proposed Motion: "I MOVE TO VACATE CASE NO. RPD-2025-001 BASED ON THE APPLICANT'S WITHDRAWAL OF THE ANNEXATION APPLICATION."

Attachments

- Attachment A – Letter Withdrawing Application

Prepared for: City of Castle Pines
Applicant: VT CROWFOOT VALLEY LANDCO LLC
Date: March 19, 2026

RE: Crowsnest Annexation Petition Withdrawal Statement

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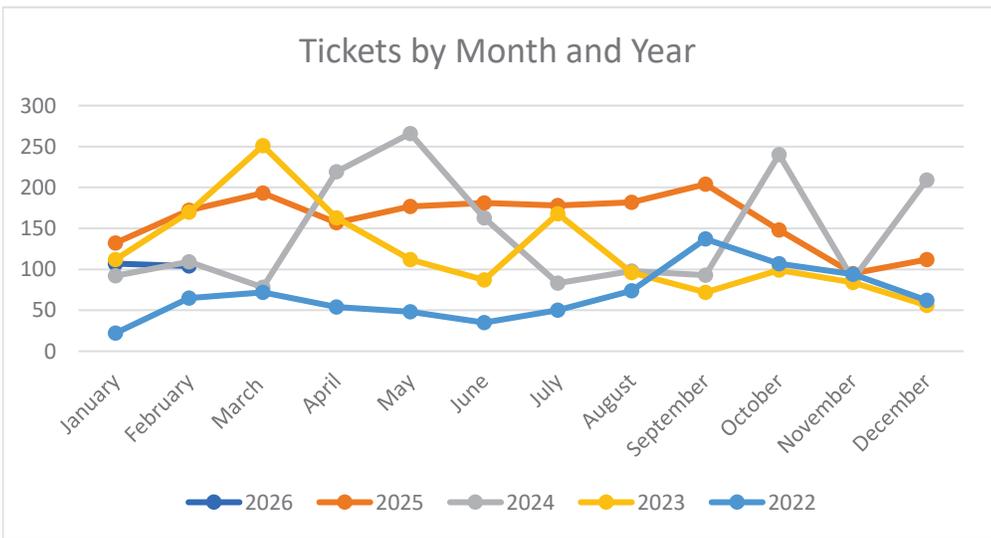
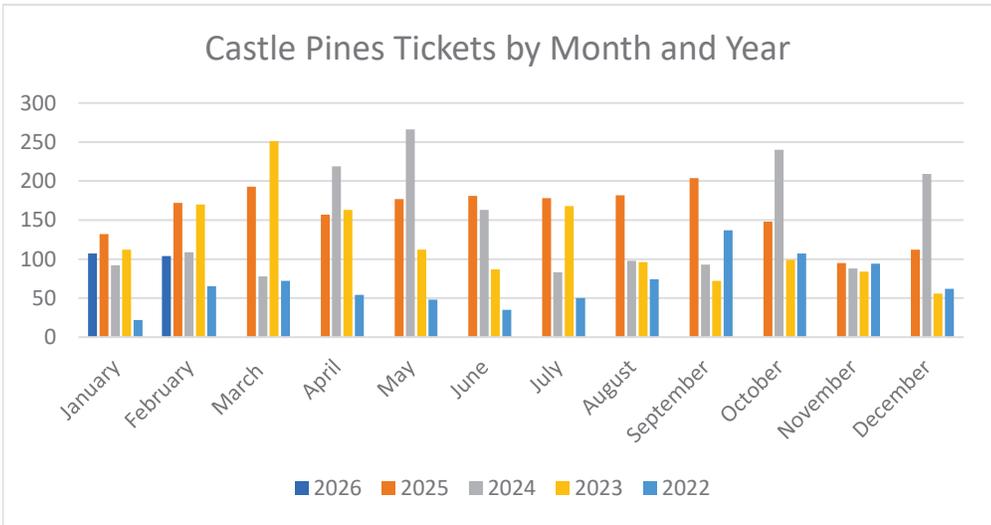
Applicant reserves all rights with respect to any future petition, application, amendment request, or other entitlement relating to the property.

VT Crowfoot Valley Landco, LLC

By:  _____

Name: Daniel Williams
Title: Authorized Representative
Date: March 19, 2026

Month	2026	2025	2024	2023	2022
January	107	132	92	112	22
February	104	172	109	170	65
March		193	78	251	72
April		157	219	163	54
May		177	266	112	48
June		181	163	87	35
July		178	83	168	50
August		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	211	1931	1738	1470	820



March 2026 Grant Updates

Under Evaluation

- Great Outdoors Colorado Stewardship Impact
- Colorado Parks & Wildlife Colorado Outdoor Regional Partnerships Initiative
- Colorado Parks & Wildlife Land & Water Conservation Fund
- Colorado Parks & Wildlife Non-Motorized Trails
- T-Mobile Hometown Grants
- Flagship AARP Community Challenge Grant
- Bridge Investment Program
- Forest Restoration and Wildfire Risk Mitigation
- SS4A

Application In Progress

- FY 27 Congressionally Directed Spending

Application Submitted

- FY 27 BUILD
- FY 27 Community Project Funding

Applied and Waiting for Award Notice

- DOLA Innovative Local Government Workforce Solutions Pilot Program

Evaluated and Will Revisit for Future Funding/Projects

- Great Outdoors Colorado Community Impact
- Colorado SIPA Microgrants

Evaluated and Not Applied

- FY 26 Bridge Investment Program

Notice of Award Received

- DOLA Innovative Local Government Workforce Solutions Pilot Program

Notice of No Award Received

- FY26 Community Project Funding
 - Congressionally directed funding through Representative Boebert
- FY26 Congressionally Directed Spending
 - Funding request submitted by Senators Bennet and Hickenlooper to the Senate Appropriations Committee
- Great Outdoors Colorado Community Impact
 - The team has met with our GOCO regional representative to discuss future projects and best practices for future applications.
- Department of Transportation 2025 BUILD/RAISE
 - Castle Pines was not selected as a part of the first round or second round of finalists. We will submit an updated proposal for the next application window

Awarded Project in Progress

- DRCOG Happy Canyons TIP (FY23-24) (\$200K) & (FY24-25)(\$2.238M)
 - Jacobs Engineering continues working on this project and is working with Staff as well as Wilson and Company on current efforts.

- Year-end documentation has been submitted
- Monthly reimbursement request has been submitted
- DRCOG TIP Subregional Call 2: I-25 Bicycle/Pedestrian Overpass (\$1.1M)
 - Final reimbursement request submitted
- Local Planning Capacity (LPC) Grant Program (DOLA) (\$80k)
 - Staff continues to work on this project, and year-end documentation has been submitted.
- Colorado State Forest Service Wildfire Mitigation Outreach Program (\$36.8K)
 - Staff is working on a project plan with South Metro Fire Rescue and the Douglas County Wildfire Initiative.

Completed Projects (Project Closeout Complete):

- Colorado State Forest Service (CSFS), Forest Restoration & Wildfire Risk Mitigation (FRWRM) (\$99k)
 - All work tied to the grant has been completed. Reimbursement has been received
- SIPA Accessibility Grant Program
 - Staff received and registered for the 4 CommonLock licenses and is using the licenses to improve PDF accessibility to public documents.
- FHWA Safe Streets and Roads for All (SS4A) (\$90k)
 - The City was the first municipality to close out its SS4A project
 - All closeout requirements have been completed, and FHWA will issue final reimbursement for the project. The final [Comprehensive Safety Action Plan](#) is published on the website, and metrics are incorporated into the [Community Dashboard](#) to report progress.
 - *This federal grant has reinforced that the City should exclusively pursue federal grants that exceed \$1 million, as the associated reporting and administrative demands make it more cost-effective for the City, ensuring a higher return on investment for grants above this threshold. While we are pleased to have received the SS4A federal grant, it has significantly impacted available staff time.*

Grants Award History

2024

- SIPA Accessibility Grant Program
 - 4 CommonLock licenses and training to assist with ADA PDF accessibility compliance.
- DOLA Local Planning Capacity (LPC)
 - Grant Amount: \$80,000
 - Creating and adopting a new zoning overlay district that will allow for and encourage the development of affordable housing units.
- CSFS Wildfire Mitigation Outreach
 - Grant Amount: \$36,800
 - Developing and implementing a comprehensive wildfire mitigation education program.

2023

- DRCOG Call #4 Happy Canyon TIP (FY24-25)
 - Grant Amount: \$2,238,000
 - Happy Canyon Interchange final design
- FHWA Safe Streets for All (SS4A)
 - Grant Amount: \$90,000
 - Vision zero multimodal safety study
- Colorado State Forest Service, Forest Restoration & Wildfire Risk Mitigation (FRWRM)
 - Grant Amount: \$99,000
 - 2023-2025 wildfire mitigation fuel treatment and education activities

2022

- CDOT-Transportation Demand Management Innovation
 - Grant Amount: \$47,000
 - Mobility and Multimodal Transportation Study
- DRCOG Call #2 Bike/Ped Bridge TIP (FY23-25)
 - Grant Amount: \$1,100,000
 - I-25 Bicycle/Pedestrian Overpass Engineering and Design
- DRCOG Happy Canyons TIP (FY23-24)
 - Grant Amount: \$400,000
 - Preconstruction NEPA of Happy Canyon Interchange

2021

- SIPA- Micro Grant 2021
 - Grant Amount: \$6,500
 - Cyber-security Endpoint Detection and Response

2019

- LiveWell Colorado-HEAL Cities & Towns Campaign Small Grants Program
 - Grant Amount: \$5,000
 - Community Garden at Buffalo Ridge
- Rose Community Foundation-DRCOG, RCP, AARP Grant
 - Grant Amount: \$5,000
 - Age-friendliness assessment