

**PLANNING DEPARTMENT
MEMORANDUM # 14 - 03**

DATE: February 24th, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager
Brook Svoboda, Director of Planning & Development *WS*
Jason Loveland, Director of Finance *JL*
SUBJECT: CR-23 2014 Zoning Code Re-Write Phase I

BACKGROUND

On December 30th, 2013, an Invitation for Bid (IFB 2013-37) was issued for the 2014 Zoning Code Re-write Phase 1. The purpose of the solicitation was advertised as follows:

The City of Northglenn is soliciting for a consultant to provide an assessment and potential rewrite of the City's existing zoning code and subdivision regulations. The project will occur in two phases; (1) and initial assessment of the existing regulations and their respective deficiencies and; (2) an update or rewrite process to provide the City with a new set of development regulations. This RFP is for the first phase of the project.

On February 7th, 2014, the City accepted three (3) formal bids for the 2014 Zoning Code Re-write Phase 1 – Clarion, TSW and LSL/Safebuilt. One of the three bids was deemed to be unresponsive (LSL/Safebuilt), while the two remaining proposals (Clarion and TSW) were deemed to have merit. Through the evaluation review process, **Clarion** was selected as the preferred candidate, with a final price in the amount of \$57,920. TSW's proposal was \$7,920 less (\$50,000) than Clarion's.

Staff's basis for selecting Clarion is as follows:

- Project Experience:
 - Greater local and national experience in Zoning & Development Code writing
 - Project examples closely mirror goals and objectives stated in RFP
- Project Administration: Project Manager is based in Denver vs out of state
- Specialized Services: Their specialized services differentiated them from the other bidders – *Sustainable Community Development & Effective Communication.*

BUDGET/TIME IMPLICATIONS

This project will be appropriated from the Planning Department Operational Division's Professional Services account line item.

Professional Services Project Estimate	\$70,000.00
Zoning Code Re-write (Clarion & Assoc LCC)	(\$57,920.00)
5% Contingency	<u>(\$2,896.00)</u>
Remaining Project Balance	\$9,184.00

RECOMMENDATION

Attached to this memorandum is CR-23 a resolution that, if approved, would:

1. Authorize the Mayor to execute a contract between the City of Northglenn and Clarion & Associates LLC for the **2014 Zoning Code Re-write Phase 1** in the amount of **\$57,920.00**
2. Authorize \$2,896.00 as a contingency and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$60,816.00**.

Staff recommends approval of the proposed Resolution as presented.

STAFF REFERENCE

Brook Svoboda, Director of Planning & Development bsvoboda@northglenn.org 303.450.8937

ATTACHMENTS

ATTACHMENT 1 CLERK CERTIFICATION OF BID SUMMARY & BID TABULATION

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-23
Series of 2014

Series of 2014

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CLARION ASSOCIATES, LLC FOR THE 2014 ZONING CODE RE-WRITE PHASE 1 PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Clarion Associates, LLC, attached hereto, in the amount of \$57,920.00 with a five percent (5%) contingency of \$2,896.00 for a total amount not to exceed \$60,816.00 for the 2014 Zoning Code Re-write Phase 1 Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Clarion Associates, LLC (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed fifty-seven thousand nine hundred twenty dollars (\$57,920.00). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant 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. The work performed by Consultant 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.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall 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, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3)

days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations

assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. 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, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Brook Svoboda, Dir. of Planning & Development
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of 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, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that 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 (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

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.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. 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 the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. 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 obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Clarion & Associates LLC
621 17th St, 2250
Denver, CO 80293

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Joyce Downing
Print Name

Mayor
Title Date

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: [Signature]

ATTEST:

MATT GOBEL
Print Name

By: [Signature]
Loretta J. Krook
Print Name

Diana 2-19-14
Title Date

Business Mngr 2/14/14
Title Date

City's Project Manager

EXHIBIT A

ASSESSMENT EXPERIENCE

Clarion Associates has completed dozens of development regulation updates, most of which start with a code diagnosis or assessment. Our team has also provided code assessment services as a separate contract just as proposed through the RFP. In our experience, the code assessment or diagnosis results in a smooth transition into the update process, and serves as a necessary venue for discussing issues that are either contentious or might include several approaches for moving forward. In the past twelve months alone, Matt Goebel and Tareq Wafaie have successfully completed three code assessments as a team. Each of those projects included extensive outreach and stakeholder interviews, and an annotated outline as an element of the work product.

B. Proposed Scope of Work

SCOPE OF WORK

This proposed scope generally tracks the RFP scope, which we support. We do not repeat information from the RFP, but rather include a general outline and note where we propose minor reorganization and/or additional tasks. Our team commits to providing all deliverables noted on pages A-2 through A-5 of the RFP, as modified below. All elements are open to discussion and modification.

The schedule proposed assumes a project start date of February 24, 2014, in order to coincide with the city's strategic visioning process and to wrap-up Phase I by mid-June 2014.

TASK 1. PROJECT ORIENTATION

Clarion will review background materials as identified in the RFP. We will meet with staff to discuss project goals and finalize the work plan and schedule. City planning staff will organize and facilitate a tour so that the project team can see first-hand how key substantive issues are playing out in practice. We will hold "get-acquainted" meetings with elected and appointed officials, if appropriate. Clarion will work with staff to facilitate an initial Task Force meeting to orient them to the project and to outline a draft outreach strategy. Clarion will work with staff to finalize the Task Force membership, as necessary.

NOTE: We will work with the city to identify the groups and constituencies that should be represented on the Task Force; however, we will rely on the officials and staff to identify the specific people to serve on the committee.

TASK 2. PARTICIPATION PROCESS

Clarion will work with staff to develop a public participation strategy that takes full advantage of the online and other tools that we have found helpful in other code projects. As a starting point, this general approach proposes public involvement through meetings with the Task Force, public meetings to present key findings, and use of surveys to establish an open feedback loop. Online materials will be hosted on the City of Northglenn's website, or distributed through email. The draft public participation plan will be included as part of the overall project strategy memorandum as stated in Task 1, above.



TASK 3. ISSUE IDENTIFICATION

Clarion will oversee an intensive set of interviews with staff and other key stakeholders. Participants will discuss the strengths and weaknesses of the current development regulations, the ability of current tools to implement Northglenn’s Comprehensive Plan, and general expectations for the future development regulation updates as part of Phase II. We will develop a survey to assist in producing a methodical analysis of the existing regulations. Per the RFP, we will compile the results of the stakeholder interviews and our initial review of development regulations into a draft Issue Identification memorandum. Clarion will produce a final draft of the Issue Identification memorandum after addressing any comments received by City staff or the Task Force.

NOTE: We assume that the city is responsible for organizing and scheduling stakeholder interviews. For all meetings in the scope of work, our proposal assumes that city staff will reserve appropriate meeting rooms.

TASK 4. DEVELOPMENT REGULATION ANALYSIS

Clarion will undertake a technical review and diagnostic examination of the current development regulations and zoning map. We will prepare a technical analysis and evaluation report to identify strengths and weaknesses of the current development regulations, based on the consulting team’s experience and also the need to implement Northglenn’s Comprehensive Plan, and other land use and development standards and policies as identified in the RFP.

The report will focus attention on issues raised in the RFP, including but not limited to:

- Consistency with the Northglenn Comprehensive Plan and other city ordinances and standards;
- More user-friendly development regulations;
- Sustainable community development regulations;
- Urban design standards;
- Mixed-use zoning districts;
- Infill and redevelopment; and
- Transit-oriented development and enhanced mobility.

We will review all major sections of the development regulations and discuss the purpose and extent to which each regulation carries out adopted planning policies. The report will present options and alternative techniques for revisions. Additional information can be provided to staff and the Task Force as needed to inform the dialogue on specific issues.

We will prepare a first draft of the report for internal staff review to identify any factual errors or major issues that should be adjusted in the document prior to Task Force and public review. Staff should review the document using track changes and provide one set of consolidated comments. After making revisions, we will prepare a revised draft for presentation at a Task Force meeting to discuss the major findings. We will also present the major findings to City Council during a scheduled study session during this Task 4. Clarion will then facilitate a joint public meeting with the City Council and Planning Commission.

NOTE: We recommend including the meeting with City Council at a scheduled Study Session in Task 4 to present both the development regulations analysis and the annotated outline.



Clarion prepared a comparative analysis for several sites in Winnipeg, Manitoba, as part of the rewrite of their zoning by-law. The analysis was a helpful tool to show stakeholders how the development standards changed and the effects of those changes on the development patterns.

TASK 5. ANNOTATED OUTLINE

Clarion will prepare a detailed chapter-by-chapter annotated outline for updated development regulations. This annotated outline will provide the framework for developing a work plan for development regulation updates, and will indicate which parts, if any, of the current code will require minor modifications versus comprehensive rewrites.

In addition to the Annotated Outline, Clarion will prepare a concept plan for a staff-selected site to illustrate how the major recommendations in the development regulations analysis report might impact the built environment. In particular, Clarion will walk through a high-level comparison of how an example project (or multiple projects) could be developed using the current Northglenn development regulations versus a new set of regulations per the recommendations made in the analysis report. Our creative team will explore several options with staff for facilitating this process. Potential options might include Sketch-up models of building prototypes; conceptual diagrams of the physical site layout showing building orientation and revised parking standards; or a focus group with Northglenn developers, the Task Force, and staff to begin visualizing a new Northglenn ordinance to identify potential loop-holes or sticking points.

NOTE: While we are flexible in our approach, due to the expedited schedule we recommend merging Tasks 4 and 5. Because the work products in Tasks 4 and 5 are reviewed by staff, the Task Force, and City officials, we recommend merging the tasks to maintain momentum and make the best use of our time with those key stakeholders. We recommend that the annotated outline be included as part of the development regulations analysis report discussed in Task 4, either as a separate chapter or as an appendix. The schedule below reflects the consolidated Tasks 4 and 5.

PROJECT SCHEDULE

CITY OF NORTHGLENN – DEVELOPMENT REGULATION ASSESSMENT						
Task Description	February	March	April	May	June	July
Task 1. Project Orientation	●	TF ●				
Task 2. Participation Process	●	●				
Task 3. Issue Identification		●	TF ●			
Task 4-5. Development Regulation Analysis and Annotated Outline			●	TF ●	SS JM ●	

TF = TF Meeting; SS = Study Session; JM = Joint Meeting with PC and Council

CLIENT COMMUNICATIONS

Clarion prides itself on completing projects on time and within budget. Clarion's project managers are in contact with city staff on a regular basis, even in the absence of notable updates or pending project milestones. Our regular communication and project management expertise allows us to stay on top of allocated budgets by task and notify our clients early in the process should we notice any potential issues.

One of the advantages of working with a small firm such as Clarion Associates is that the City's project manager will have direct contact with the Clarion project manager, and that type of frequent contact results in working relationships where quality expectations are met or exceeded. Other team members will also be available for frequent communication with the City's project manager and others as necessary. We will check-in at least once a week and reply to more detailed questions with memorandums. We have an excellent reputation for effective client communication – just ask our references!

C. Project Experience

Each of the referenced projects below included a development regulations assessment as part of the scope of work. In Arlington, Texas, and Garfield County, Colorado, the assessment was one of the initial tasks completed prior to drafting the actual code updates. Work samples of the Frisco Assessment Report and the Arlington Code Diagnosis are provided in digital format on the CD included with this proposal. Contact information for each reference is provided in the margin.

Frisco, Colorado | Development Ordinances Assessment Report and Annotated Outline

The Town of Frisco, Colorado, hired Clarion Associates in 2013 to conduct an assessment of their zoning and subdivision regulations and to prepare an annotated outline for future code updates. Located in an ideal position along the I-70 corridor, Frisco has experienced a high demand for second homes. Because Frisco is largely built out, growth will primarily come in the form of infill and redevelopment.

The Frisco zoning and subdivision ordinances have been amended several times over the decades, leaving them with challenges related to procedures and administration, development standards, and overall user-friendliness. As with many resort towns in Colorado's high country, the town is grappling with affordable housing, sustainable community development, and parking regulations as central issues within their development ordinances. The Assessment Report noted several conditions where code improvements could help to address land use planning issues, such as improvements in the town center. The town also recently updated their comprehensive plan; Clarion reviewed the plan and provided recommendations for how Frisco's code could better implement that plan. The final assessment report was presented to the Town Council and Planning Commission in December 2013.

Arlington, Texas | Development Code

Arlington is home to approximately 400,000 people and is centrally located mid-way between Dallas and Fort Worth. The city is home to major entertainment and sporting facilities, including the original Six Flags amusement park and the home fields for both the Texas Rangers and the relocated Dallas Cowboys. Clarion Associates was retained to lead a team to significantly reorganize and rewrite Arlington's zoning ordinance and subdivision regulations.

Because much of Arlington is dominated by post-war residential development and aging strip commercial corridors, the Clarion team is developing new residential and commercial design standards to spark redevelopment that will help to revitalize the appearance and economic vitality of the city. In addition, Arlington's code had become extremely disorganized through, among other things, the inclusion of approximately 500 pages of amendments that were adopted but never incorporated into the main code, making it very



CONTACT INFORMATION

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CONTACT INFORMATION

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City of Arlington
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817.459.6668

EXHIBIT B

BID SUMMARY

February 7, 2014

Clarion Associates, LLC

(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the:

Zoning Code and Subdivision Regulation Assessment

BASE BID		
Item	Description	Total Cost
A	Project Orientation	\$7,540
B	Participation Process	\$3,480
C	Issue Identification	\$11,260
D	Development Regulation Analysis & Annotated Outline	\$35,640
E	<i>[consolidated with Item D]</i>	--
TOTAL		\$57,920

Total for Base Bid \$ **57,920.00**

Total in words **Fifty-seven thousand nine hundred and twenty dollars and 00/100**

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: _____
(Prospective *Consultant*)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name _____

Bid Number _____ Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E- Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, _____.

Prospective Consultant _____

By: _____

Title: _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver’s license or a Colorado identification card*
- o A United States military card or a military dependent’s identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the consultant’s citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

Signature

Date

