

**PLANNING & DEVELOPMENT MEMORANDUM
#12-2024**

DATE: March 25, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *12*

FROM: Brook Svoboda, Director of Planning & Development *[Signature]*
Sara Dusenberry, Senior Planner

SUBJECT: CR-76 – Marketplace Area Subarea Plan

PURPOSE

To consider CR-76, a resolution approving a contract with Kimley-Horn for the Marketplace Area Subarea Plan.

BACKGROUND

In April 2023, City Council ratified the adoption of Looking Up: A Vision for Northglenn’s Future, the City’s updated Comprehensive Plan. The plan calls for further study of specific areas of focus. The second and third priorities are the Marketplace and Marketplace Annex (commercial area west of the Marketplace). Staff ultimately decided to include the area south of 104th Avenue that encompasses the commercial and office uses, as well as a vacant parcel just south of these businesses. The proximity of each area means redevelopment of one side of 104th Avenue will likely have an impact on the other, so studying them in combination is expected to yield a more accurate picture of the viability of various land use scenarios. A map of the area is included in Attachment 1. The subarea plan seeks to understand the site’s existing conditions, visioning for the area, market feasibility of different uses, infrastructure impact analysis, land use planning, and implementation strategies.

A Request for Proposal (RFP) was issued Dec. 22, 2023, and two proposals were received by the closing date, Feb. 1, 2024. Staff evaluated the proposals based on criteria set forth in the RFP. Additionally, interviews were held with both respondents to further discuss the project and approaches to various aspects of the plans, such as engagement, existing conditions analysis, and implementation. Kimley-Horn’s proposal met all the criteria set forth in the RFP. Staff from the Planning Division and Economic Development Department reviewed the proposals.

BUDGET/TIME IMPLICATIONS

The proposed cost estimate received from Kimley-Horn is \$225,600, with funds coming from the General Fund. A breakdown of the budget is below:

Tasks	Cost
Task A: Review and Analysis/Project Management	\$32,010
Task 1: Existing Conditions/Project Commencement	\$20,240
Task 2: Visioning Process/Engagement/Charette	\$70,825
Task 3: Final Written Report-Land Use and Implementation	\$58,715
Task 4: Implementation	\$3,130
Task 5: Adoption Process	\$4,180
Other direct costs (DTA – sub-consultant)	\$35,000
Travel/printing	\$1,500
Total Budget	\$225,600

The proposed subarea plan is expected to take between nine and 12 months to complete.

STAFF RECOMMENDATION

Staff recommends approval of CR-76.

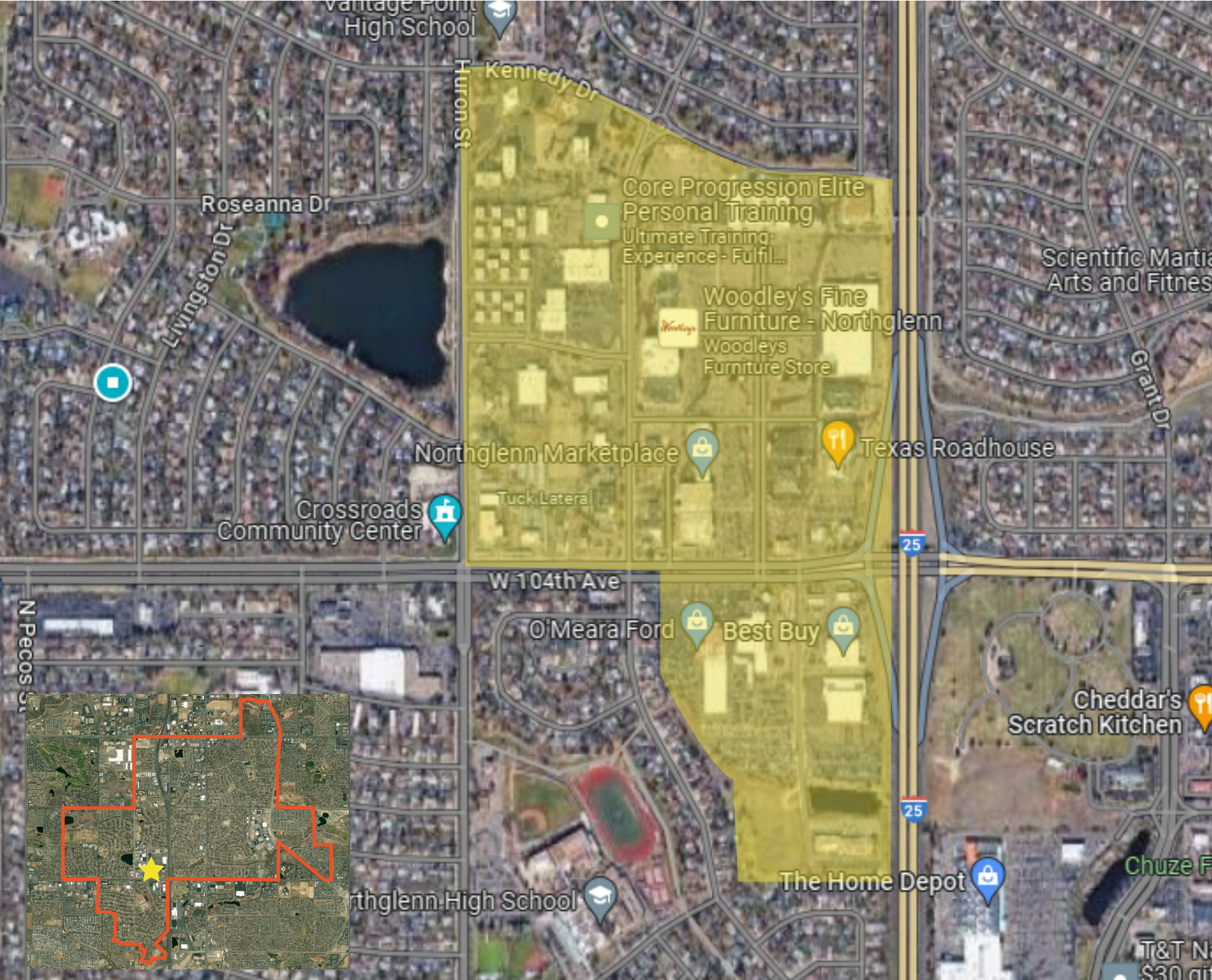
STAFF REFERENCE

If Council Members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

ATTACHMENT

1. Map of Subarea

CR-76 – Marketplace Area Subarea Plan



SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-76
Series of 2024

Series of 2024

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE MARKETPLACE AREA SUBAREA PLAN

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 Kimley-Horn and Associates, Inc., attached hereto, in an amount not to exceed \$225,600.00 for the Marketplace Area Subarea Plan 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 _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
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 Kimley-Horn and Associates, Inc. (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 in **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. Any modifications or reuse of the Consultant's work product without the written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

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 two hundred twenty-five thousand six hundred dollars (\$225,600). 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 meruit 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 negligent 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 negligent 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. 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.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this 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. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. 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. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

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 and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees 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: Risk Manager
 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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: Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

XIV. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including

but not limited to natural disasters, adverse weather, epidemics, pandemics, or act of the City, third parties, or governmental agencies.

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

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty
Print Name

Mayor
Title Date

ATTEST:

Johanna Small, MMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: John Heiberger

John Heiberger
Print Name

Associate 3/13/2024
Title Date

ATTEST:

By: [Signature]
Kory Andryscik
Print Name

Vice President 3/13/2024
Title Date

The Marketplace Subarea Plan offers an opportunity to strengthen the community through a collective vision as the basis for determining the future development feasibility of the current retail tenant mix, as well as the integration and development of additive land uses to strengthen the economic vitality for the future. With the strong history of being a social and cultural hub of the community, the Marketplace possesses the ability to create a strong neighborhood business core rooted in the values of the community. A successful neighborhood core should accommodate a balanced mix of uses and spaces that meet the needs of residents, workers, and visitors. The Northglenn business community serves as an asset for building a creative job sector that includes enhancing opportunities for small businesses to thrive, as well as incubating new businesses and food-and-beverage establishments that enhance not only adjacent neighborhoods, but the City and region. (**Figure 2. above on previous page**)

Furthermore, the public realm should be designed and programmed with both permanent and temporary uses, performance venues, festivals, fairs, movies in the park, art shows and installations, and exhibition space, so that it functions both as community open spaces and as an economic generator in and of itself. The Marketplace must offer multiple transportation options along with infrastructure improvements that consider a balanced mobility strategy, including walking, biking, bus, and future transit service that may occur to and from the Marketplace. In the Comprehensive Plan, the community studied the potential of developing a diverse mix of uses, removal of asphalt parking fields in lieu of mixed income housing and office integrated within an activated ground floor and connective street network.

Although we have begun the process of historical and current context investigation, analysis, and initial ideating during this proposal process, we will bring together a collective group of experts who will work together with the City staff in an efficient and passionate manner to deliver the results you desire through a timely and cost-effective process. The scope of work we have proposed is based on a proven process that has been successful for other municipalities and civic entities. The process will be tailored to the needs of the Northglenn community and Marketplace stakeholders. We look forward to working with you and making all stakeholders part of the process.

Our team has worked on many similar projects across the United States, and we have seen that the success of active, urban spaces can be measured by the number of people they attract on a day-to-day basis. Using a mix of qualitative and quantitative analysis of the surrounding property uses and comparable public spaces, we will determine:

- An appropriate level of user density that will make the current Marketplace a vibrant urban space

- The ideal size of the public spaces
- The number of people that necessary to make these spaces feel busy and active (the “target market share”)

After determining how many people are needed to create a “buzz,” we next must determine how we will get them into the spaces we create, while encouraging them to come back. We do this by creating a well-thought-out program of daily, weekly, and monthly activities and amenities. An intensive two-hour workshop with likely community partners and major stakeholders will allow our team to gather information on existing programming resources and get feedback on ideas our team brings in from other, comparable projects.

Some of these ideas will be revenue-generating uses for the Marketplace spaces. To avoid funding shortfalls, park managers need access to multiple revenue streams. After discussions with stakeholders and other knowledgeable experts, we will be able to work out what revenue streams are practical to support the maintenance and operations of these new spaces and generate economic activity in the neighborhood more generally.

SCOPE OF SERVICES

Upon review of the RFP for the Marketplace Area subarea Plan, the Kimley–Horn Design Studio Team developed this expanded outline taken from the RFP for proposed services. We welcome any suggestions to modify specific services to ensure we meet the vision, goals, and expectations for the project as we believe that successful results derive from a positive process, where clients and citizens are fully engaged.

TASK I. Review and Analysis of Existing Conditions

The Kimley–Horn subarea Planning Team will conduct an analysis and review all information provided by the City, including but not limited to all studies and plans related to the Marketplace area and the Marketplace Annex area. This information will serve as the foundation of knowledge for the project and will be documented in a memorandum prior to the team assembling in Northglenn for the kickoff meeting. During this time, the team will obtain, from the City, any relevant base exhibits, maps, and digital information, such as existing street sections, that will aid in the preparation of site-specific deliverables.

Infrastructure Capacity and Constraints: The Kimley Horn team will evaluate the current capacity water, sewer, and stormwater on the site to inform the master plan of the conditions on the current. Special attention will be paid to the need for stormwater infrastructure downstream from the site.

Traffic: Kimley-Horn will determine the current level of service to and from the site serving the current land uses that exist there today. This analysis will be utilized by the planning team as a baseline for the conceptual land use scenarios and will inform the level of development capacity that may still exist within the current conditions. The plan will take into consideration future traffic flow improvements that may limit the impacts that may occur in the new plan as it prepares for future recommendations.

Safety and Access within and surrounding the Marketplace: The Kimley-Horn team will study the existing conditions as it relates to Vehicular, Bike/Ped, and Public Transit in to and from the existing site. This visual analysis will inform the preparation of future recommendations to safety improvements through the new plan proposals.

Market Study: Kimley-Horn will Provide analysis of current, near term, and long-term market uses for the study area. The team will provide the analysis of: Current and future trends of local vs. regional scale economic centers; Study the supported Uses Under Current Zoning and Mixed Use Regional Zoning; Determine scale of uses based on meeting local versus regional needs; develop a understanding of who the End Users may be and their demographic make-up; Provide analysis of which end users are most supported by the market, and understand the residents and the regional visitors to the site; develop a depth of market for affordable housing and determine the level of AMI to be supported through ownership and rental.

Deliverables: Review and Analysis Memorandum

TASK II. Visioning Process and Public Engagement: Working Session:

Working with City staff, the Kimley-Horn team will develop a stakeholder engagement plan and schedule that will allow the team and the staff to meet and communicate with stakeholder groups in a timely manner. Much of the outreach will occur during a weeklong public on site working session The Kimley-Horn Subarea Planning Team will assemble in Northglenn to conduct a week-long Working Session with the client, stakeholders, and community members. The goal of the meeting will be to come to a consensus on the strategies and physical changes to the site that will be investigated in the production of the draft graphic deliverables to be included in the Subarea Plan and Feasibility Study. Prior to assembling in Northglenn, the team will work with the City to prepare all the necessary base maps, drawings, analog studies, and digital files to produce the necessary deliverables specified in this scope. The Team will bring a picture database for precedent and character imagery to inform design decisions and convey ideas for final design recommendations. We anticipate the fthe scheduled outlined on page 7.

During the session, our team of experts will address the following items: land use changes and zoning amendments; market analysis and economic vitality studies; infrastructure assessment; and public realm enhancements and activation.

Community Involvement Strategy

The community involvement strategy will be a key, integral part of the subarea plan process. Outreach methods will be customized to ensure maximum participation and will include innovative strategies to reach people who do not typically get involved in this type of process. Input will be sought from residents, business proprietors, property owners, neighborhood groups, community and faith-based organizations, the development community, non-profit organizations. Special effort to include the City's equity priority populations, including, low income, youth and seniors, renters, non-English speaking populations, people with disabilities, and LGBTQIA+ communities.

Task II.1: Community Involvement/Engagement and Visioning Strategy

Kimley Horn can provide engagement services, or these tasks can be offset by staff to reduce costs.

Research and Early Engagement

Relevant Plan and Document Review – The Kimley-Horn team will collect, log, and create electronic copies if not readily available (Microsoft Word/Excel and Adobe Acrobat) of key data and information to facilitate dissemination of information including relevant staff reports, meeting minutes, zoning, and Community Plan information. This will assess the long-term goals as expressed in relevant existing plans and other studies such as existing site plans, annual reports, program guides, park development guidelines, user fee information, and department policies and procedures, etc. Specific data to be reviewed includes recent planning efforts, capital improvement plans, and biological assessments, and project improvement plans within and adjacent to the Project boundary. The Kimley-Horn team will conduct site visits with the City and use GIS data to understand the existing site conditions. Kimley- Horn will review available GIS data to identify a draft boundary of the Proposed Subarea Plan.

Task II.2 Community Outreach and Engagement Plan

With the assistance from the City Staff, Kimley-Horn will prepare a Community Outreach plan to encourage public participation during the weeklong charrette process with focuses on engaging all community members to provide for meaningful input and involvement. In collaboration with City staff, Kimley-Horn will identify target engagement events and focused groups including key stakeholders and resident task force, neighborhood champions, social media and other events that occur in or around the City.

Kimley-Horn will prepare and deliver utilizing a variety of “tools” such as PowerPoint presentations, informational handouts, visual aids, social media platforms including website assistance, and other materials to help participants understand the Project. Prior to formulating the Community Outreach Plan, a coordination meeting will discuss approaches, key challenges, and various methods for effectively engaging City residents and decision-makers in the planning process. Based upon this internal discussion, Kimley-Horn will formulate a Community Outreach Program that addresses the outreach strategies, dates, locations, participants, and other relevant data. City staff will be responsible for the scheduling of venues, staff coordination, and provide public noticing, facilities, set-up, and general meeting facilitation for all community engagement activities.

Task II.3 Technical Group/Community/City Council, Boards and Commissions

Kimley-Horn team will lead a minimum of three (3) City Engagement meetings, a total of nine (9) meetings with the City Council, Planning Commission, and Northglenn Urban Renewal Authority and will also engage with other key community leaders, potential partners, and stakeholders to evaluate the future vision for the Subarea Plan. Workshops/engagement can be formal engagement, design workshops, pop ups at community events (i.e., farmers markets, community fairs, etc.), or presentations at community meetings (i.e., Chamber of Commerce, realtors group, Senior Center, etc.) with a format that will be determined by City staff and Kimley-Horn during the development of the Community Outreach plan. Meetings may be combined reduced with joint meetings and will be used to engage and encourage feedback during all processes of the Project.

Deliverables: A minimum of nine (9) City engagement meetings or joint meetings may replace individual meetings, and community surveys/engagement meetings as outlined in the community engagement plan

Optional Task: Website

The Kimley-Horn team will collect data to identify community needs and priorities and take into account cultural, economic, and physical conditions and characteristics that make up the community. A Resident and Stakeholder Needs Assessment and Interest Survey developed in conjunction with designated City staff and administered by the Kimley-Horn team will be a versatile tool to help identify the community’s interest in the Project. Results from residents are separate but complementary to stakeholder input as they are results that reflect input from the community at large. Kimley-Horn will perform the following:

Multilingual Crowd-Sourcing Project Website – The Kimley-Horn team will develop a customized, mobile-friendly, and multilingual project website that will provide ongoing project

updates and will serve as the avenue to crowd-source information throughout the project for the entire community for the duration. This will be branded in conjunction with the City’s brand and could be combined with input through social media. It has proven to be a very effective tool in engaging the community on an on-going basis as well as maximize outreach to a millennial/multilingual audience that may not traditionally show up at public meetings or choose to respond to a phone or mail survey

Day 1: Kickoff Meeting and Field Review of Existing Conditions

To initialize the process, the planning team will participate in a project Kickoff Meeting with the City, and key stakeholders. This meeting will provide an opportunity for team members to discuss the findings from the Review and Analysis Memorandum from Task 1, ask questions, exchange information, and finalize goals and objectives. Following this meeting, our team, along with the City, will conduct a walking and driving audit to develop a more extensive “on the ground” understanding of opportunities and constraints to formulate context driven design and feasibility solutions. As part of the walking audit, the team will review and photograph existing urban design features for the Marketplace and Annex. Such urban design features include potential infill locations within the current building and parking configurations, new road configurations, site access, sidewalk locations, retail/food and beverage existing conditions, and dimensions, public pedestrian spaces, comfort quality and safety, proposed land use mix, building massing and densities fronting the focus area and corridor, wayfinding and signage, the location of bicycle lanes and trails; and existing parking facilities for vehicles and bicycles. As part of this urban design review, the team will review recent public improvements, if applicable, to understand successes and/or failures that might inform decisions within the focus areas. We will document existing infrastructure, cultural, commercial, and residential assets throughout the day.

Day 2: Field Observations and Data Collection:

The team will continue conducting the Field Observation and Data Collection from Day 1. We will arrange interviews for the second half of Day 1 and all of Day 2 with city council members, planning commission members, Northglenn Urban Renewal Authority members, residence task force members, and key stakeholders to verify location and quantity of the acreage of the site, technical, regulatory, and policy issues or constraints that impact those sites, such as, clearance and safety zones, building height limitations, and use restrictions. We will also have a two-hour intensive workshop with tenants, property owners, and the landowners, focused on programming and activating existing retail and restaurant and public spaces led by Richard Flierl and the planning team members.

Upon completion of the field observations and data collection, the team will conduct a Client Design Charette to develop a cohesive vision from the City, other partner agencies, merchants, and key stakeholders for Marketplace and Marketplace Annex. We will discuss the adjacent sites in finite detail; utilizing imagery, drawings and other metrics to define physical design concepts, available market data, feasibility opportunities and concerns, existing assets, and development opportunities. We will develop a set of guiding principles that will inform the conceptual site planning.

Day 2 Afternoon- Land use Scenarios:

During the afternoon and evening sessions, the Kimley-Horn team will develop a series of master plan scenarios. The team will analyze various physical planning scenarios based on the existing conditions and current and proposed zoning classifications and guiding principles. The scenarios will be studied through the lense of conceptual site planning that lays out the uses in a cohesive manner, provides for circulation routes, incorporated public amenities, and identifies density parameters based on the levels of capacity provided in the analysis phase ie: Infrastructure, Financial Market Feasibility, Traffic and Transportation, Understanding of the neighborhood context, Land U typologies, and Impact to vulnerable populations through social equity.

Day 3, 4, and 5 – Conceptual Production of Final Analytical and Graphic Materials:

During days 3, 4, and 5 the planning team will begin to produce further detail for each scenario developed on Day 2. The team will develop conceptual site plans, layout of uses, circulation, public amenities, and density parameters. Following the Client Design Charette, our team will begin to produce the final graphic exhibits, proformas, strategies, and text to articulate the feasibility recommendations for the Subarea Plan. The team will provide before-and-after visualizations, utilizing photographs taken from the Field Observation to show existing conditions and 3D Sketch Up Massing Models articulating design concept(s), urban design improvements and amenities, and best practices recommendations. During this production process, the City will be able to continually interface with the Subarea Planning Team to ensure the final products and designs meet the needs for the community.

Task III- Production and Presentation of Draft Report to Client

Post the working session, the Subarea Planning Team will utilize the materials developed during the working session to finalize the conceptual subarea plan, which we will present to the Client and other stakeholders in draft form for comment. We will discuss areas of refinement for the final draft of the report with the City after the presentation.

Deliverables:

Conceptual Master Plan to Include:

- Land Use and Development Plan Street and Space Configuration Design
 - Land Use and Zoning
- Broad Overview Market Analysis
 - Economic Vitality
- Public Financing Recommendations
- Park Program and Management Strategy
 - Public Realm Activation

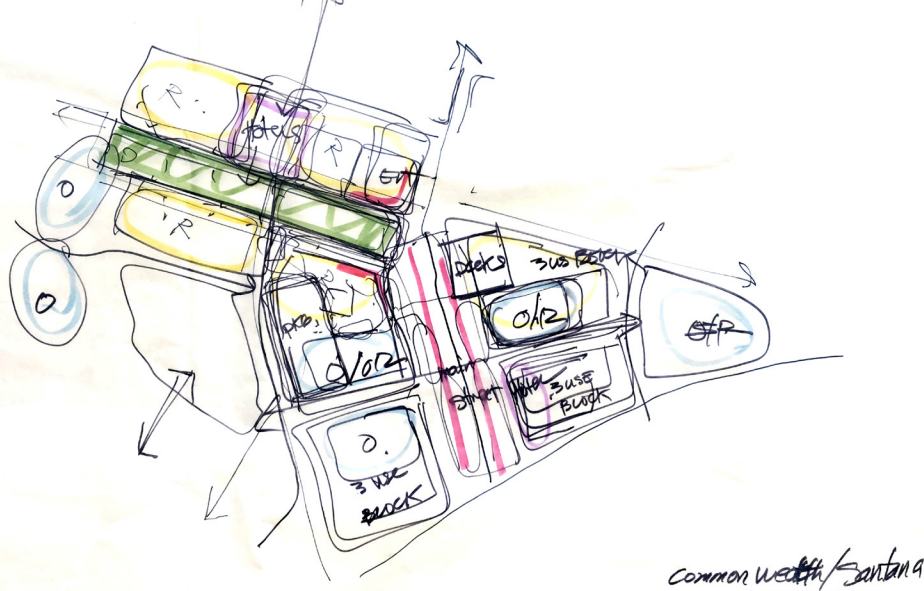


Figure 3. Day 1 Diagram Commonwealth Santaana

Task IV - Infrastructure Improvement Plan with Cost Estimates: Finance DTA

This Scope of Work identifies the tasks required to prepare a Public Facilities Financing Plan (“PFFP”) on behalf of the City to evaluate financing alternatives for the construction of an interchange (the “Public Facilities”) required as part of the redevelopment of an existing City retail center (the “Project”).

DTA’s specific objectives in preparing the PFFP shall including the following:

- Review the required Public Facilities, their costs, and (if information is available) their phasing;
- Assess the anticipated non-residential development pricing and absorption rates within the Project;
- Describe and recommend the use of specific public financing mechanisms to fund the Public Facilities; and
- Prepare an Executive Summary Memorandum (“Memo”) with charts, tables, and written text summarizing the results of the PFFP and the methodology and assumptions utilized in preparing the PFFP, with attachment(s) featuring tables that reflect the calculations employed in the preparation of DTA’s analysis.

DTA shall undertake the following tasks in the preparation of the PFFP:

Task 1 – Summarize Facilities Cost and Phasing Data

DTA shall prepare a development table based on information provided by the City or Kimley Horn regarding projected land development uses, real estate pricing, absorption, and other assumptions. DTA shall also prepare a Public Facilities table that lists the facilities costs by type for the Project, again as provided by the City or Kimley Horn. If Public Facilities phasing data is available from the City or Kimley Horn, the table shall list construction costs by type of public facility for each year of construction in 2024 dollars through build-out based on the absorption and phasing schedules provided under this task. DTA shall depend on the City or Kimley Horn for all such data under this Scope of Work.

Task 2 – Allocate Facilities Costs

DTA shall provide a general allocation of the Public Facilities costs to projected land uses within the Project. Specifically, DTA shall conduct the following activities under this task:

- DTA shall apportion Public Facilities costs between projected land uses based on benefit criteria (e.g., vehicle trip ends, gallons of water and sewer usage, drainage coefficients, etc.). DTA shall then prepare summary tables allocating facilities costs assigned to each land use type (e.g., residential and non-residential) within the Project.
- Based on this apportionment, DTA shall calculate the appropriate facilities costs per acre and/or per building square foot for future non-residential development.
- DTA shall prepare a table listing Public Facilities costs assigned to each land use category of development within the Project per acre and per non-residential building square foot.

Task 3 – Recommend Public Finance Mechanisms

DTA will evaluate several alternative public finance revenue sources and how those financing sources could be combined into a realistic source of funding/repayment for the Public Facilities. The types of public financing to be considered shall include:

- Metro District
- Tax Increment Financing
- Local or Public Improvement District
- Benefit Area Fee Program; and
- Other programs determined to be applicable to the Project

Task 4 – Prepare Bonding Capacity Analyses for Selected Public Finance Programs

DTA shall determine the amount of public financing the Project can anticipate receiving through each of its selected funding alternatives. Under this task, DTA shall prepare bonding capacity and pay-as-you-go funding projections for the recommended public finance programs. These projections will reflect the financing burdens associated with each of the selected funding mechanisms that would be placed on property owners. No assumptions shall be made regarding the use of State or Federal infrastructure grants or loans, as such assumptions would be purely speculative at this time.

The specific subtasks to be undertaken by DTA under Task 4 shall include the following:

- Develop an existing property valuation and property tax rate base, which is an electronic parcel database containing parcel data, including the existing land and property improvement valuations from the most current County Assessor records. In addition, the associated property tax rate(s) by Tax Rate Area(s) (“TRAs”) for the City will be assembled electronically based on the County Auditor-Controller records.
- Calculate revenue projections, as necessary, on a year-by-year basis if development absorption data is available, for the following public finance programs:

Task 5 – Prepare Capacity Analysis for Various Revenue Alternatives

DTA will conduct an analysis of Revenue Bond Program(s) based on revenues available from anticipated revenues, taxes, or fees collected from operations on- or off-site. This analysis will project the bonded indebtedness and construction proceeds available on a year-by-year basis from each of the revenue types, given the anticipated land development uses, real estate pricing, absorption, and other assumptions provided to DTA under Task 1. The analysis will assume that the recommended public finance programs will be acceptable to the City, which has the ultimate discretion regarding whether these public financing programs can be utilized for the Project.

Task 6 – Prepare PFFP Executive Summary

DTA will prepare an Executive Summary containing a discussion and analysis of the assumptions, methodology, and findings of the PFFP discussed under Tasks 1-5. Contained within this memo will be a qualitative description of the various fee programs and land-secured and tax-increment public financing mechanisms and reimbursement mechanisms available for the financing of facilities.

Task 7 – Attendance at Meetings

DTA shall present information regarding the PFFP at up to four (4) virtual meetings with the Client, the City, and other stakeholders, including a virtual kickoff meeting.

TASK V: Final Written Report

The Subarea Planning Team will return to our offices and complete the draft and final written reports based on the analysis, graphics, and feedback from the first two tasks. We will deliver the report to the City based on the schedule included later in this proposal.

Deliverables:

Final Report to Include:

- Land Use and Development Plan
- Target Market Share Study
- Public Financing Recommendations
- Preliminary Programming Schedule
- Feasibility of Acquisition Analysis
- Utilization Analysis of Assets
- Revenue Plan for the Focus Area
- Infrastructure Improvement Plan with Cost Estimates

Fee

Our proposed fee is on the following pages (11 and 12), broken down per task per the scope of work outlined in the RFP. For additional detail in this proposal, please refer to the deliverables section of each task in the scope of work (pages 5-10).

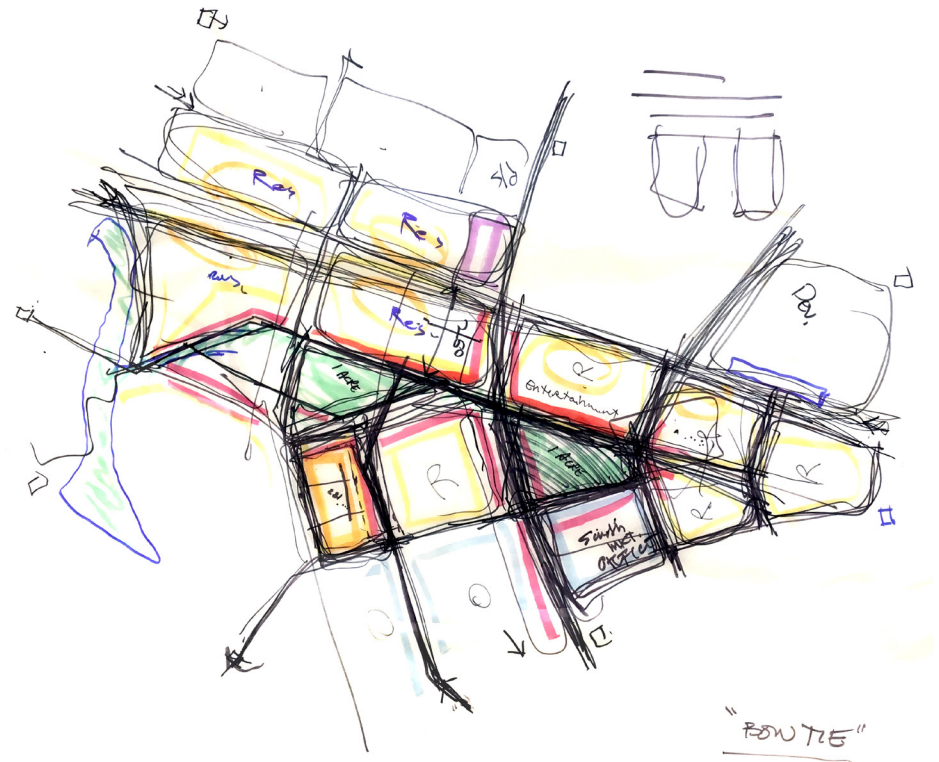


Figure 4. Day 1 Diagram Bowtie

		Kimley-Horn and Associates, Inc.								Support Staff	Total Hours	Total Cost
Name	Category/Title	Richard Flierl	Candyce Burnett	Sam Lowder	Jessica Rossi	Meaghan McGee	Jeff Planck	P4				
	Billing Rate	Principal	Project Manager/Sr. Prof. I	Task Lead/Sr. Prof. I	Task Lead/Sr. Prof. I	Task Lead/Sr. Prof. I	Task Lead/Sr. Prof. I	Prof.				
Task A	Review and Analysis/Project Management	20	20	10	16	16	16	15	10	123	\$32,010	
1.1	Gather/Analyze Information/Meetings/Coordination	20	20	10	16	16	16	15	10	123	\$32,010	
Task 1	Existing Conditions/Project Commencement	12	8	18	24	3	3	0	8	76	\$20,240	
1.1	Commencement Meetings with the City	4	4	4	4	1	1	--	--	18	\$5,190	
1.2	Memoranda Summary	8	4	14	20	2	2	--	8	58	\$15,050	
Task 2	Visioning Process/Engagement/Charette	72	72	30	2	17	12	25	70	300	\$70,825	
2.1	Working Sessions/CC, Boards and Commission meetings (9)	20	20	10	--	8	8	--	10	76	\$19,900	
2.2	Stakeholder Interviews/Technical Group meetings	8	8	8	--	4	--	--	10	38	\$8,990	
2.3	Charette Prep	4	4	4	2	1	--	--	20	35	\$6,055	
2.4	Charette Week	40	40	8	--	4	4	25	30	151	\$35,880	
Task 3	Final Written Report-Land Use and Implementation	29	19	25	68	16	17	16	65	255	\$58,715	
3.1	Land Use and Development Plan	16	15	15	8	4	4		30	92	\$20,460	
3.2	Market Share Study	8	--	--	25	--	--	--	15	48	\$10,840	
3.3	Programming, Feasibility and Utilization of Assets	2	2	8	20	--	1	--	--	33	\$9,425	
3.4	Revenue Plan for Focus Areas	2	2	2	15	--	--	--	--	21	\$6,025	
3.5	Infrastructure Development and Services Plan	1	--	--	--	12	12	16	20	61	\$11,965	
Task 4	Implementation	--	2	2	4	--	--	--	10	18	\$3,130	
4.1	Policy and regulatory implementing plan including Financing	--	2	2	4	--	--	--	10	18	\$3,130	
Task 5	Adoption Process	4	4	4	--	--	--	--	8	20	\$4,180	
	TOTAL HOURS	137	125	89	114	52	48	56	171	792		
	Subtotal Labor:	\$41,785	\$35,625	\$25,365	\$32,490	\$14,820	\$12,720	\$11,760	\$14,535		\$189,100	
	Other Direct Costs (DTA Sub-Consultant)										\$35,000	
	Travel										\$500	
	Printing										\$1,000	
	TOTAL COST:										\$225,600	