

**PLANNING & DEVELOPMENT MEMORANDUM**  
**#11-2024**

**DATE:** March 25, 2024

**TO:** Honorable Mayor Meredith Leighty and City Council Members

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

**FROM:** Brook Svoboda, Director of Planning & Development *B*  
Sara Dusenberry, Senior Planner

**SUBJECT:** CR-77 – Section 36 Subarea Plan

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**PURPOSE**

To consider CR-77, a resolution approving a contract with Kimley-Horn for the Section 36 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 first priority is Section 36. 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 one proposal was received by the closing date, Feb. 1, 2024. Staff evaluated the proposal based on criteria set forth in the RFP. Kimley-Horn’s proposal met all the criteria set forth in the RFP. Staff from the Planning Division and Economic Development Department reviewed the proposal.

**BUDGET/TIME IMPLICATIONS**

The proposed cost estimate received from Kimley-Horn is \$147,970, with funds coming from the General Fund. A breakdown of the budget is below:

<b>Phase</b>	<b>Cost</b>
Task 1: Project Management	\$11,950
Task 2: Existing Conditions Analysis	\$14,025
Task 3: Market Study	\$13,025
Task 4: Vision/Goals and Community Engagement	\$ 29,875
Task 5: Land Use Scenarios	\$34,650
Task 6: Implementation Strategy	\$14,525
Task 7: Final Plan Adoption	\$28,820
Reimbursable Expenses	\$1,100
<b>Total Budget</b>	<b>\$147,970</b>

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

**STAFF RECOMMENDATION**

Staff recommends approval of CR-77.

CR-77 – Section 36 Subarea Plan  
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**STAFF REFERENCE**

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

CR-77 – Section 36 Subarea Plan

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-77  
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 SECTION 36 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 \$147,970.00 for the Section 36 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 one hundred forty-seven thousand nine hundred seventy dollars (\$147,970). 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 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: Meaghan McGee  
\_\_\_\_\_

Meaghan M. McGee, P.E.

\_\_\_\_\_ Print Name

Senior Associate

3/14/2024

\_\_\_\_\_ Title Date

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_ Print Name

\_\_\_\_\_ Title Date

## REFERENCE PROJECT

Together with Adams County, CO and the Colorado Air and Space Port, Kimley-Horn is developed a Subarea Plan to provide a vision for the desired future for the area and to serve as a guide for review of future development proposals. The Subarea Plan offers greater details about the intended future of the area around the Colorado Air and Space Port, including land uses, infrastructure requirements, and development policies and standards. Development is slowly increasing in the area, so the plan works to address both near-term and long-term goals for the 30,000 acres surrounding the air and space port. The Subarea Plan identifies issues and details for future decisions while providing appropriate policy guidance, given the area’s unique location surrounding the Colorado Air and Space Port, as well as the aerotropolis that is envisioned around Denver International Airport.

**1. Client:** Adams County

**2. Project Budget:** Final Total Compensation: \$162,690.00 | Original Bid Estimated Cost: \$122,158.14

### 3. Project References:

**Contact:** Nick Eagleson

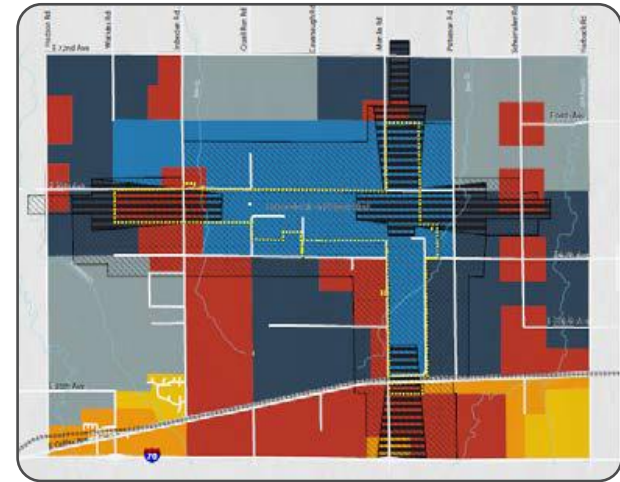
**Phone Number:** 720.523.6878

**Email:** neagleson@adcogov.org

**Contact:** William Flowers, Deputy Director

**Phone Number:** 720.523.7311

**Email:** WFlowers@adcogov.org



Picture: Colorado Air and Space Port

## PROJECT APPROACH/METHODOLOGY

### EXECUTIVE SUMMARY

Kimley-Horn’s clients have access to a versatile staff of professional planners; landscape architects; civil, transportation, and structural engineers; and environmental scientists. Kimley-Horn has partnered with municipalities across the country to craft growth and development plans that balance economic, environmental, and social values. Our team of planners, urban designers, and engineers excel in facilitating stakeholder engagement and evaluating competing development alternatives. We are committed to multidisciplinary efforts that set high expectations and are focused on implementation.

Our planners and urban designers have varied public-sector experience ranging from subarea plans and downtown development programs to transportation planning and streetscape design. We also have a breadth of private-sector experience that includes design work and delivery of regulatory entitlements for large and small developers. Our multidisciplinary depth of resources means that you will receive unmatched service to create a plan that is coordinated, strategic, visionary, and viable.

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*Our community and land use planning experts recognize that the form, function, and design of public infrastructure and the adjacent land uses are intrinsically linked.*

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The Kimley-Horn team’s proposed project approach builds on the outline the City provided in the RFP. Our team’s role is to serve as technical experts and facilitators to work collaboratively with staff and stakeholders to create the subarea plan through data and market analysis and interactive stakeholder engagement efforts. The Kimley-Horn team views the City planning staff and its internal and regional partners as critical participants and co-creators in the planning process with a range of essential roles and responsibilities. These roles range from assisting in data gathering and analysis, to collaborating on outreach efforts, assisting with packaging content, to contributing to the development of major plan direction and recommendations.



## PROJECT MANAGEMENT

Our approach begins with our Project Manager. We believe that a strong consultant Project Manager sets the tone for the project with the project team, the client team, and the public. Blake will be surrounded by a team of subject matter experts who will partner with him in our team’s production efforts. Blake has managed multiple large-scale planning efforts and is well-known for his ability to collaborate with a team of experts that can partner with the City to achieve a successful project outcome. Blake will be supported by Deputy Project Manager Dennis Sobieski, P.E., LEED AP who will assure that all the knowledge, trust, and relationships built over the past years transfer successfully into this project. We will work with the City to schedule regular project meetings (bi-weekly or monthly) to discuss deliverables and any project-related needs see figure 3 below. These meetings will ensure that consultant efforts are aligned with City expectations regarding progress of each task, direction of each task, and any required course corrections. Following the completion of the project kick-off meeting, Blake will organize a consultant team kick-off meeting to ensure project direction is transferred to all team members and protocols are set for internal coordination, communication, and other business practices.

## INVOICING AND PROGRESS REPORTS

Our internal real-time effort application allows our project managers to monitor the progress of projects in real time so that “midcourse corrections” can be made as the needs of the project evolve. Throughout this project, we will provide you with:

- Ongoing communication including user-friendly invoices
- Bi-weekly/monthly calls with Kimley-Horn and City project manager

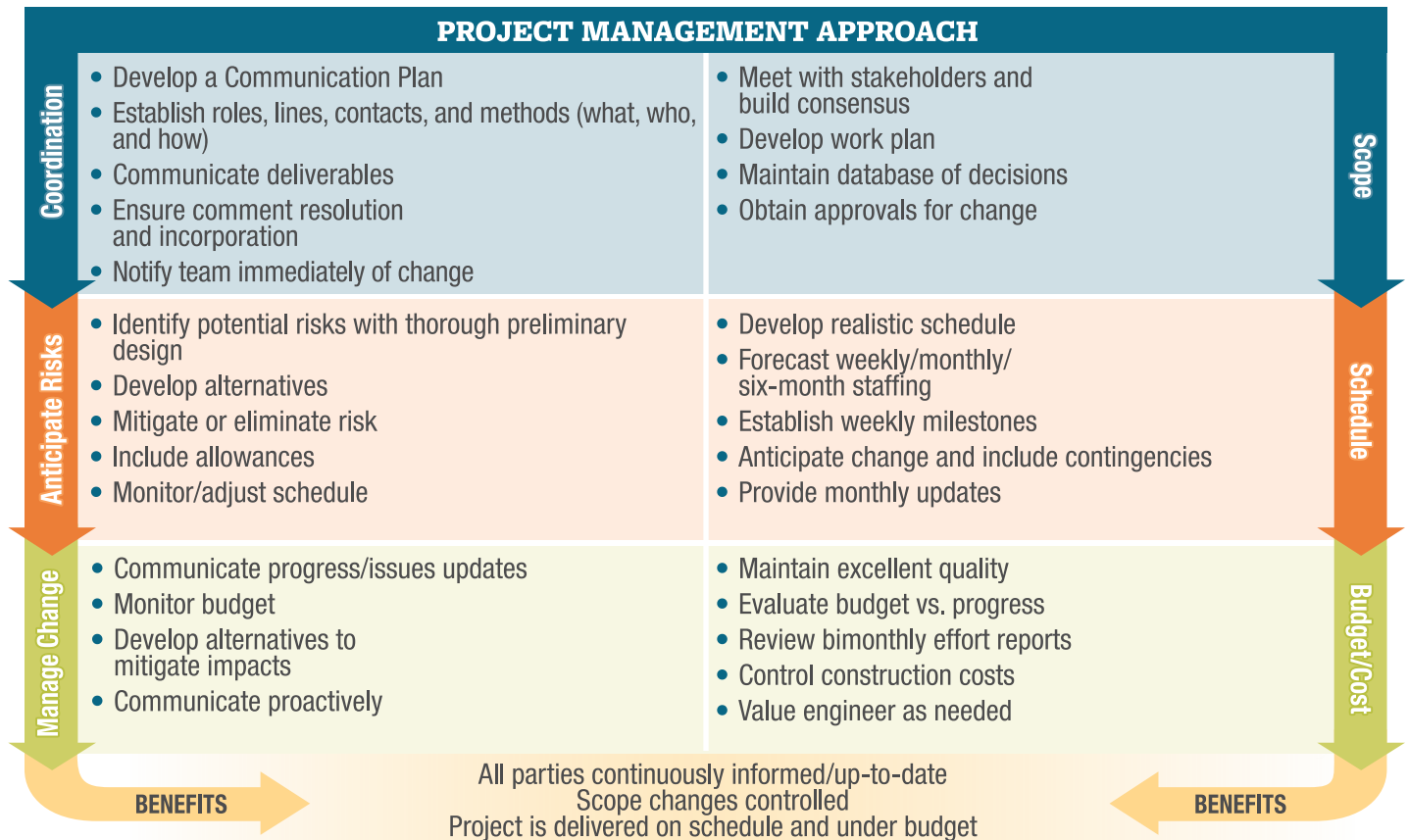


Figure 3. Project Management Approach



## EXISTING CONDITIONS

### ROADWAY AND INFRASTRUCTURE CAPACITY ANALYSIS

Kimley-Horn will develop a basemap of the project with an inventory of the property’s existing conditions and infrastructure available on-site and surrounding the property. In this effort, Kimley-Horn will also review previous planning initiatives and identify development requests within the study area. All public initiatives within the City’s Capital Improvement Program (CIP) will also be identified. The infrastructure capacity analysis will identify the gaps in infrastructure and service needed to develop the study area. This includes roadway, access, water, sewer and stormwater facilities.

Our team will review the Adams County and Weld County Transportation Master Plan (TMP) which include lane additions to 168th between I-25 and Quebec Street.

Our team will review the Adams County and Weld County Transportation Master Plan (TMP) which include lane additions to 168th between I-25 and Quebec Street to ensure adequate vehicular/bike/pedestrian access is provided to the subarea. This

may include extending Weld County Rd 4 across the northern portion of the site, and increasing the number of major access points throughout. As the project team develops the framework plan (discussed later in the proposal), appropriate setbacks along 168th may include enhanced bike/ped facilities to increase the safety and access leading to the site.

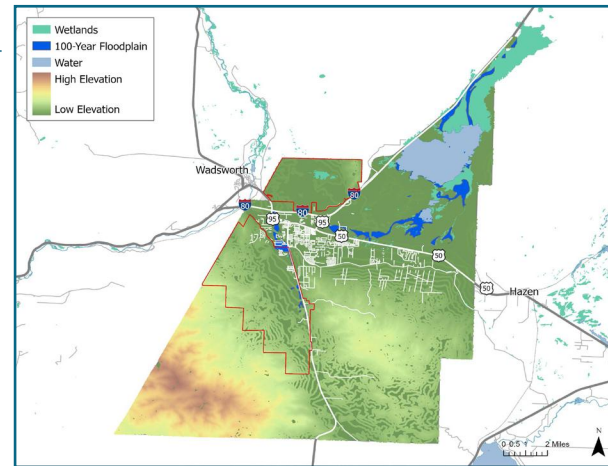


Figure 4. Land Use and Environmental Assessment Map

### LAND USE AND ENVIRONMENTAL ASSESSMENT

Kimley-Horn will supplement existing land use data available with a field survey to establish baseline land use conditions surrounding the study area. The goal here is to gain an understanding of the Subarea’s adjacent land uses, zoning regulations, ownership patterns, and development opportunities. A high-level review of environmental constraints will be carried out to ensure that federal requirements and local requirements are considered.

The land use survey will map out existing land uses and identify land use changes within the study area. Kimley-Horn will also review the City’s zoning codes and land development regulations to ensure we are being respectful neighbors to adjacent property owners. This will provide a context for review of the level of change needed to implement a development strategy and Subarea Plan vision.

### MARKET STUDY

As a foundational element of subarea planning, preparing a market analysis to assess development opportunities across industrial and commercial land uses will help guide the creation of a plan that is grounded in market reality. Economic and market dynamics for a trade area encompassing Section 36 will be compared with those for the Denver-Aurora-Lakewood metropolitan region to better understand the subarea’s strengths and weaknesses. These identified strengths and weaknesses will support a better understanding of the real estate market potential in the subarea and weigh them against competing goals and objectives, such as promoting integrated land use patterns, providing commercial out parcels, job creation, and enhancing economic development opportunities.

A key objective will be to define the area’s competitive market position for development to guide local government decisions for expanding economic development opportunities. The analysis will be based on stakeholder interviews, traditional market research, and data analysis. We will outline an economic profile, document real estate market conditions, and conduct a parcel-level economic utilization and redevelopment analysis. Forecasts for real estate demand will be compared against land availability and subarea access and visibility.

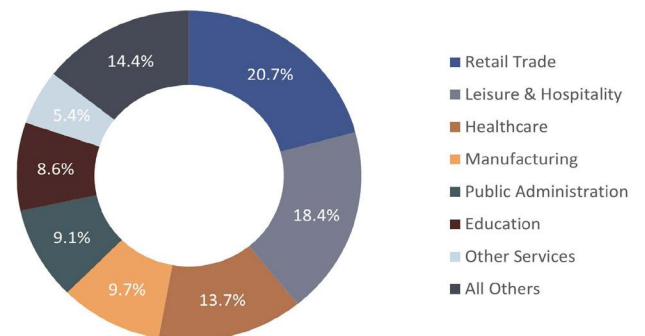


Figure 5. Market Study



## VISIONING PROCESS AND PUBLIC ENGAGEMENT

### COMMUNITY ENGAGEMENT

At Kimley-Horn, we believe that great plans start with meaningful collaboration. Bringing together different ideas from a diversity of backgrounds leads to successful, authentic, community-driven recommendations, plans, and designs. Our approach to community engagement planning is designed to empower the community to be a true partner in the planning process.

The short-term implementation and the long-term stewardship of the subarea plan will depend on collaboration among the Adams and Weld County communities, County staff, elected officials, and stakeholders.

This partnership will grow from meaningful and rewarding experiences during the planning process. We will work closely with all stakeholders to develop policies and objectives that will guide future investments and polices to implement their shared vision.



Figure 6. Technical Group

### THREE PHASE APPROACH

In the first phase of our community and stakeholder engagement, Kimley-Horn will partner with the City to identify an initial list of key stakeholders. These stakeholders will provide targeted feedback for the area plan’s vision and goals. Wider public engagement will take place in three main phases: **Vision & Values Listening; the Section 36 Design Charrette, and the Community Conclusion.** Vision & Values Listening occurs at the start of the project and is an essential step in establishing the community values that will guide planning work and build trust for the phases that follow.

- In the interest of efficient use of the City’s resources, listening work will begin with a community-wide questionnaire, designed by the project team and disseminated by the City on their social media, posters at Town Hall, and on an online survey/map platform. This questionnaire will not only help formulate the vision and goals statement, it will also inform and guide the next phase of community engagement: the Section 36 Design Charrette.
- During the Section 36 Design Charrette, we will invite key stakeholders to participate in identifying key strengths and weaknesses of the site, and develop high level land use bubble plans which reflect the goals of the community.
- Lastly, once the area plan is developed and refined, an updated questionnaire will be provided to collect final community comments.

### TECHNICAL GROUP

Our approach will utilize several different community engagement tactics, specifically tailored to engage different groups of potential plan collaborators. This includes departments for Public Works, Economic Development, Police, and Parks/Recreation/Culture. These departments will give our team insights throughout the planning process.



Figure 7. Community Engagement

### CITY COUNCIL, BOARDS, AND COMMISSIONS

The goal of the Section 36 Subarea Plan is to create a cohesive and market feasible plan which reflects the goals of the community outlined in the Comprehensive Plan. The project team will meet with all governing bodies to ensure our plan reflects the City Council, Boards, and Commissions vision. These meetings will be an interactive opportunity to collaborate in creating the final plan.



## LAND USE SCENARIOS

### FRAMEWORK PLAN

Our team will utilize drawings from the design charrette to develop a framework map, which will consist of a preliminary transportation network. This network will provide a high-level outline for roadway and bike/pedestrian elements throughout the subarea. This framework will act as the bones for the vision of the site and will start to formulate block sizes, roadway classifications, designated open space, and stormwater management.

### CONCEPTUAL SITE PLANNING

For this plan to be successful, the City will need to partner with public, private, and community sectors to help strategically shape the physical character and design of this area. Land use strategy for the Section 36 area will be based on an understanding of how decisions regarding the physical footprint of development affect topics, such as targeted growth, economic vitality, transportation options, infrastructure, and quality of life. This task will result in a market-feasible area plan that fulfills the vision and goals for the City while also being attractive to a wide range of developers. This will provide a roadmap for developers to easily understand the site constraints, opportunities, and vision for the site to produce a plan that will be easily accepted by the City.

Our team will produce two (2) conceptual scenarios depicting roadway networks, building layouts, land uses, and open spaces. After reviewing the infrastructure capacity analysis with City staff, our team will then produce a preferred scenario which reflects any revisions from the original layouts. The preferred scenario will likely be a “goldilocks” combination of the two concepts ensuring that all necessary revisions are accounted for.

### INFRASTRUCTURE CAPACITY ANALYSIS

Kimley-Horn will analyze each of the two (2) conceptual scenarios and develop complementary roadway and public infrastructure need assessments. This evaluation will generate anticipated traffic demand that will be generated with each conceptual scenario as well as document the anticipated water and sewer demand for each alternative. This analysis will provide necessary information for the community to understand the opportunities and constraints of each land use scenario.

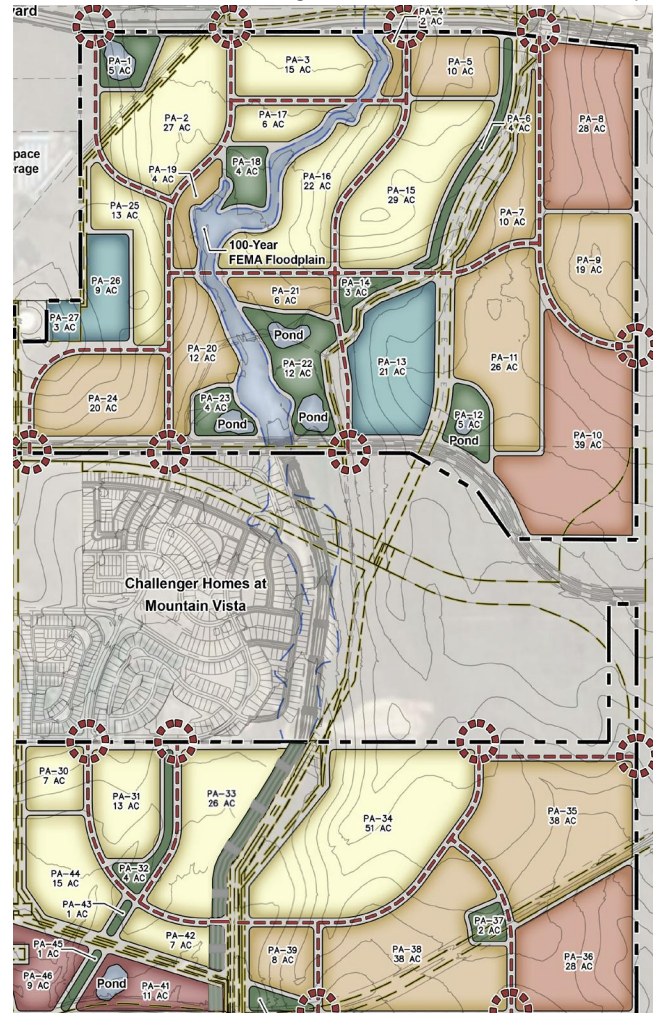
The capacity analysis will help inform and right-size the conceptual plans as we develop a preferred scenario. The preferred scenario will take into account community impacts to adjacent neighbors and surrounding residential properties while achieving the overall vision and goals set forth in the community engagement process.

## IMPLEMENTATION

### POLICY AND REGULATORY RECOMMENDATIONS

The heart of every successful planning initiative lies within a comprehensive and realistic implementation strategy. Kimley-Horn will work with the City to develop an implementation matrix and memorandum detailing strategies similar municipalities have used. We will also provide additional options that may be available for the City to take advantage of. The implementation strategy starts with gaining consensus among elected officials, planning staff, and the community. This high-level summary will set the framework for next steps and action items for when development opportunities arise.

Figure 8. Framework Land Use Map





Overall, the matrix will cover the following to ensure the Subarea Plan is development-ready:

- ▲ The responsibilities of City staff and elected officials
- ▲ Capital improvement priorities and timelines
- ▲ Case studies
- ▲ Potential funding sources
- ▲ Performance measures

## FINAL PLAN ADOPTION

Kimley-Horn will support City staff in the review and adoption of the Section 36 Area Plan. Our team will provide a compiled draft plan (adoption draft) and present it to City staff and provide time for review and comment. We will then make any necessary revisions to address City staff and planning team comments. Kimley-Horn will prepare a final draft for presentation and distribution to the Planning Commission, Mayor, and City Council. Following delivery of the final draft of the Section 36 Subarea Plan and public notification by City staff, Kimley-Horn will support City staff and prepare for the adoption of the plan.

## FEE PROPOSAL

Our proposed fee below is broken down per task per the scope of work outlined in the RFP. A detailed fee sheet with project hours by staff member can be made available upon request. For additional detail in this proposal, please refer to the deliverables section of each task in the scope of work (pages 5-9).

	P1	P2	P3	P4	P5	P6	P7	Total Hours	Labor Sub-Total
	Analyst			Professional		Senior/Principal			
<b>Task 1: Project Management</b>								-	-
Project Team Meetings / Coordination	5	10	10	30	10	10		75	\$11,950
<b>Task 2: Existing Conditions Analysis</b>								-	-
Land Use & Environmental Assessment	10	10	10	20				50	\$6,800
Roadway & Infrastructure Capacity Analysis	5	10	10	20	5			50	\$7,225
<b>Task 3: Market Study</b>								-	-
Market Analysis and Review	10	15	20	15		25		85	\$13,025
<b>Task 4: Vision / Goals and Community Engagement</b>								-	-
Community Engagement	10		20	35	15	15		95	\$15,375
Design Charrette			20	20	20			60	\$9,600
Community Conclusion		5		20	5			30	\$4,900
<b>Task 5: Land Use Scenarios</b>								-	-
Framework Map		5	20	20	5	10		60	\$9,500
Conceptual Site Planning		10	10	40	30		5	95	\$15,850
Infrastructure Capacity Analysis	5	5	5	10	20		10	55	\$9,300
<b>Task 6: Implementation Strategy</b>								-	-
Policy Recommendations				10	10	10	10	40	\$7,850
Financing Strategies				10	15		10	35	\$6,675
<b>Task 7: Final Plan Adoption</b>								-	-
Draft Area Plan	10		15	40		25	5	95	\$16,025
Revised/Final Area Plan	10		15	21		25	5	76	\$12,795
<b>Total Labor Hours</b>	<b>65</b>	<b>70</b>	<b>155</b>	<b>311</b>	<b>135</b>	<b>120</b>	<b>45</b>	<b>901</b>	<b>\$146,870</b>
Reimbursable Expenses	\$1,100						Labor Fee:		\$146,870
Sub-Total Expenses:	\$1,100						Expense Fee:		\$1,100
								<b>Total Fee:</b>	<b>\$147,970</b>

