

**PLANNING DEPARTMENT  
MEMORANDUM 15-20**

**DATE:** June 8th, 2015  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** John Pick, City Manager *JP*  
Brook Svoboda, Director Planning & Development *BS*  
**SUBJECT:** CR- 77 Professional Services Agreement with Leese & Associates for the 112<sup>th</sup>  
Avenue Station Area Master Plan (STAMP).

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Attached to this memorandum is a resolution that, if adopted, would execute a Professional Services Agreement in the amount of \$150,000.00 with Leese & Associates for the creation of a STAMP for the area around the 112<sup>th</sup> Avenue FasTracks station.

**BACKGROUND**

In 2013, the Denver Regional Council of Government's (DRCOG) awarded the City funds for creation of a Station Area Master Plan through its Transportation Improvement Program (TIP). The total award for the project was \$150,000.00 which included \$120,000.00 of federal funds and a \$30,000.00 (20%) commitment to local matching funds. The funds were slated for distribution in fiscal year 2015. Use of the funds is subject to the requirements of the Regional Transportation District (RTD) and formalized in an Intergovernmental Agreement (IGA).

Staff conducted a request for proposals (RFP) process in coordination with RTD and the City's procurement process. The following is a summary of the process and staff recommendation for consultant selection.

**SELECTION PROCESS**

**Request for Proposals**

Five (5) formal proposals were received by the City on April 8th as solicited by an RFP titled 112<sup>th</sup> Avenue Station Area Master Plan (STAMP). The proposals were evaluated by RTD, City of Thornton staff, and City of Northglenn staff based on the following qualitative and quantitative criteria:

- Executive Summary
- Proposal and Project Management Experience
- Project Experience
- Specialized Services
- Cost of Services

The review panel met to review the results and decided that all submitted proposals had merit to move forward with the interview portion of the process. Staff conducted interviews on April 29<sup>th</sup> and 30<sup>th</sup>, 2015.

**Finalist's Selection**

The finalists were provided with four (4) questions in advance of the interview with a portion of the interview designated for follow-up questions and clarifications.

The review panel debriefed after each interview and then collectively gathered on May 1<sup>st</sup> to discuss qualifications of each finalist team. The interview committee used a qualitative rating process that considered the following criteria:

- Scope of Work proposal
- Knowledge of the area
- Knowledge of the topic of TOD
- Value Added Services
- Project Team Cohesiveness
- Elected Officials Engagement Strategy
- Community Engagement Strategy
- Responses to Interview Questions

Leese and Associates was identified as the most qualified firm to provide these services to the City. Key deciding factors that established MIG as the preferred candidate are as follows:

- Approach to Project: Their approach to the project was the most comprehensive when compared to the other proposals. Their approach and response to items regarding the local Industrial properties and the properties in direct proximity to the station, both in Thornton and Northglenn, was deemed advantageous to the project.
- Knowledge of the Area: Demonstrated knowledge of the surrounding area based on other projects along the North Metro line and in the industrial areas of the City and County of Denver.
- Community Engagement Strategy: The team's sub-consultant, CDR, was deemed to have a stronger approach and more dedicated resources to community and stakeholder outreach.
- Project Team: The composition of the team was stronger and more complete than the other teams. They also demonstrated a history of collaboration as a team on other projects.

### **BUDGET/TIME IMPLICATIONS**

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

Professional Services	\$580,000.00
Current Balance	\$406,810.00
Station Area Master Plan (Leese & Associates)	<u>(\$150,000.00)</u>
Remaining Budget Line Item Balance	\$256,810.00

Please note that \$120,000 will be reimbursed through a federal grant and another \$10,000 will be paid through a local match from Thornton. Total City expense will be \$20,000.

### **PROJECT SCHEDULE**

The overall project has a schedule of approximately 8 months which is included in Exhibit A of the PSA.

### **RECOMMENDATION**

Attached to this memorandum is Council Resolution 77 that, if approved, would:

Authorize the Mayor to execute a Professional Services Agreement between the City of Northglenn and Leese and Associates.

Staff recommends approval of the proposed CR-77.

### **STAFF REFERENCE**

Brook Svoboda, Director of Planning & Development [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org) or 303.450.8937

### **ATTACHMENTS**

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-77  
Series of 2015

\_\_\_\_\_  
Series of 2015

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND LEESE AND ASSOCIATES, LLC FOR THE 112<sup>TH</sup> AVENUE STATION AREA MASTER 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 Leese and Associates, LLC, attached hereto, in an amount not to exceed \$150,000.00 for the 112<sup>th</sup> Avenue Station Area Master 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

**RECITALS:**

A. The City requires professional services.

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

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

**I. SCOPE OF SERVICES**

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

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

**III. OWNERSHIP OF WORK PRODUCT**

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

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed One Hundred Fifty Thousand Dollars(\$150,000.00). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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



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

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

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

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

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

#### **V. COMMENCEMENT AND COMPLETION OF WORK**

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

#### **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum 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 errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

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

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

### **VIII. ILLEGAL ALIENS**

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

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop

employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

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

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

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

## **IX. INDEMNIFICATION**

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

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

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

**X. INSURANCE**

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

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

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

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

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

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

City of Northglenn  
Attn: Travis Reynolds  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

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

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

#### **XI. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

#### **XII. TERMINATION**

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

#### **XIII. CONFLICT OF INTEREST**

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

#### **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

#### **XV. INDEPENDENT CONTRACTOR**

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

**XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVII. ENTIRE AGREEMENT**

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

**XVIII. SUBJECT TO ANNUAL APPROPRIATION**

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

**XIX. NOTICE**

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

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

Consultant:    Leese and Associates, LLC  
                    21 Galapago Street  
                    Denver, CO 80223

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

**CITY OF NORTHGLENN, COLORADO**

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

Joyce Downing  
Print Name

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

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

**CONSULTANT:**

By: Mark R. Leece

MARK R. LEECE  
Print Name

owner 5/23/2015  
Title Date

ATTEST:

By: Joan-z Ciri'e  
Print Name

Arch Clarist, Part of Hue  
Title Date

City's Project Manager  
\_\_\_\_\_





**a. executive summary**

As we plan for the future of the 112<sup>th</sup> Avenue station, we are focusing on three key significant themes:

- **Facilitation** will emphasize bringing all project partners together through focused workshops, in-depth discussion, comprehensive and clear documentation, and ultimately agreement on all key issues and support for the recommendations related to station area and TOD planning in Northglenn.
- **Reconciliation** is aimed at ensuring that all key goals and concerns of project partners – the City, RTD, local neighborhoods, Thornton, and the development community - are thoroughly aired, discussed, and resolved.
- **Implementation** is the ultimate goal of the project. We want to wind up with a station area master plan that all parties can agree on with a clear path forward for entitlement, design, funding and construction.

We have assembled a strong team of local experts for this project, a team that takes advantage of our previous experience in - and understanding of - Northglenn and its key transportation/land use integration issues. Our team will be led by **Leese & Associates**. Mark Leese has been providing land use planning and urban design services in the Denver metropolitan area for 36 years. His most recent project experience includes TOD plans in Colorado, Pennsylvania, California, and Texas, and he combines a strong technical background with significant experience in analyzing the crucial land use/ transportation connections for transit investments. Other team members include:

- **Steer Davies Gleave (SDG)**, a worldwide transportation planning firm that focuses on multi-modal transit and land use planning. SDG most recently led station area planning efforts for the 88<sup>th</sup> and 104<sup>th</sup> Avenue stations in Thornton, working in coordination with Northglenn.
- **Rocky Mountain West Transit & Urban Planning**, led by Tim Baldwin, AICP, who has more than 35 years of experience in transit and transportation planning and public policy. His most recent project experience includes station area redevelopment plans in Colorado and Texas (including the Eastlake station plan in Thornton and the 1<sup>st</sup> & Main Station Area Plan in Longmont).
- **CDR Associates**, one of the region’s leading facilitation, consensus building, stakeholder engagement, and public outreach firms. CDR has successfully led collaborative decision making processes and outreach efforts for major transportation planning projects in the region for the past twenty years, and most recently for the RTD FasTracks North Metro EIS and the 88<sup>th</sup> and 104<sup>th</sup> Avenue Station Area Master Plans for Thornton. CDR will be assisted by **Project Vision 21**, a specialist in engaging the Latino-Hispanic community and provider of Spanish-language outreach services in the Denver region on numerous transportation projects.
- **ArLand Land Use and Economics**, one of the most well-known economic and market analysis firms, whose Principal (Arleen Taniwaki) provided similar services for the 88<sup>th</sup> and 104<sup>th</sup> Avenue stations in Thornton.
- **Perry Rose LLC** is a local planning and real estate development company co-founded in 1994 by Chuck Perry, who will assist with our developer outreach and who will help facilitate our developer forum.
- We will also be assisted by **Apex Design** (focused on traffic and transportation analysis) and **Goodbee and Associates** (helping with utilities and infrastructure analysis).





## b. proposal approach & methodology

### Project Management Approach

Our team is designed to facilitate a close working relationship with Northglenn by focusing on comprehensive project communications and coordination. Key elements of our overall approach include:

- Establishment of a **Project Management Team (PMT)** comprised of key consultant team task leaders and key City staff to meet on a regular basis to review project progress (likely two meetings per month at minimum).
- A **project team kick-off meeting** to review key issues and brainstorm on potential alternatives. This kickoff meeting will confirm the scope and methodology for undertaking the study and provide agreement on a detailed work program specifying the key milestones, a critical path to complete the project on time, a schedule of meetings, and a definition of deliverables. The work program will be a live and regularly updated document that will form a key constituent of client progress meetings.



Our outreach process will be hands-on, with interactive exercises for our stakeholders and the public

### Innovations and New Approaches

Our team will use several unique approaches and techniques for outreach and technical evaluation based on our experience on other projects. More details on these activities are included in **section D** of this proposal, and include hands-on interactive activities with stakeholders; an online meeting room and an online drawing board to maximize public input into the process; and the use of a developer forum as a reality check on our recommendations.

### Detailed approach

#### Task A: Communications Strategy

Our communications strategy focuses on providing stakeholders with meaningful opportunities throughout the process to provide input that can be critically considered for decision-making. Our project team proposes to seek consensus and provide distinct involvement opportunities in the following ways.

- **A Community Engagement Plan** will document strategies and specific methods used to support community engagement as well as ways to measure the outcomes of the process. Our team will work closely with the PMT to define preferred outreach strategies, methods and/or types of meetings around key milestone points so that input can inform the decision-making.
- **Stakeholder database:** The L&A team will assist the PMT with identifying key stakeholders (including elected officials, major employers, and representatives of businesses, neighborhoods, and community groups) to be communicated with, both in initial stages and throughout the project.
- **Key stakeholder interviews:** At the start of the project, our team will conduct interviews with key stakeholders to understand their respective interests, goals, issues and desired outcomes.
- **Facilitated meetings of a core “Technical Advisory Committee”:** Our project team work closely with the Technical Advisory Committee through facilitated meetings that will be the forum for addressing issues, reviewing options/alternatives, and developing recommendations as a group. The make-up of this group will be determined in the initial scoping conversations, but likely will include a variety of cross-departmental city staff and regional project partners such as the City of Thornton, RTD and other stakeholders.
- **Small group meetings:** The Project Team members will be available to meet with key stakeholder groups in smaller settings to update them on the project. This includes examples such as presenting to City Council during their pre-existing meetings or meeting with property owners, business owners, neighborhood groups, or community organizations. These opportunities will be discussed at PMT meetings, and Project Team members will be available as budgetary resources allow.





- Conducting door-to-door visits to local businesses in the station area, capturing contact information and distributing a project description flyer (available in both English and Spanish).
- Development of a simple and effective **web presence**. This website will include an **online meeting room**, where all project meeting materials are made available to all interested citizens, and an **online drawing board**, where local citizens can review initial plans and provide comments – and even upload their own drawings – in response to the project team’s ideas and concepts. We also will work with the City’s public communications staff to incorporate social media, such as Facebook, Twitter and other appropriate sites (including e-newsletters) to share information and monitor feedback.
- **A developer forum**, where local developers will be invited to attend a presentation on the project’s vision and findings and recommendations and review and comment on those recommendations. We found this to be an extremely effective and valuable tool in Thornton, Longmont, and other projects, as this exercise can provide a realistic appraisal of the project’s potential from those who have the most to gain or lose in their development.
- **Project visualizations** of our concepts to help educate the public and local stakeholders on our concepts. Mark Leese and his staff will develop a series of sketches showing key elements of our design approaches.
- One or more **project videos** for posting on the project website that summarize the goals of the project and its key findings. Tim Baldwin developed a project video for the Longmont project that can be viewed at <https://www.youtube.com/watch?v=uMxIYZfB9fw>

**Task B: Plan Preparation**

***B1: Background information/data collection***

The L&A team will review previously completed relevant studies and plans; provide a proposed study area map for the station area master plan, including a detailed explanation of the factors in its determination; and review existing inventories and GIS data in order to compile a parcel-based inventory of land (use, value and ownership), transportation infrastructure (auto, transit, pedestrian, LRT and bicycle), and utilities (sewer, storm water, communications).

**Walking audit and Balance Sheet:** We will lead the PMT and Technical Committee on a visual inspection of the study area to determine key issues and challenges, followed by the development of a “balance sheet” of key issues and opportunities to document the major findings and issues explored in the initial data collection effort.

***B2: Market Study and Industrial Lands Study***

The goal of the market study is to help the City of Northglenn gauge the short-range and long-term demand for TOD to better align station area planning with market realities and dynamics. The market study will include an identification of nearer and longer term markets within the station influence area; economic and demographic profiles; potential demand for each of the market sectors; identification of priority market segments and preferred alternatives; and an estimate of potential market leakage captured by redevelopment. We will perform an analysis of current and projected economics/demographics of the station area and larger market areas to examine population, households, household and lifestyle characteristics, labor force, employment trends and projections, and business trends. Data sources will include DRCOG, DOLA, and relevant Census and private sources (including American Community Survey data). The research will provide

**KEY FOCUS: INDUSTRIAL PARCELS**

Particular emphasis will be given to the industrial lands in the study area. Most American central cities and suburbs are losing their close-in industrial buildings and jobs, particularly along transit corridors, where the land is being purchased by residential developers. There are few examples in which TOD plans have attempted to engage industrial landowners as partners in framing a redevelopment strategy in which industrial buildings and jobs are part of an overall redevelopment plan that is designed to create a diverse TOD community, including industrial jobs, market rate and affordable housing and services, all connected to each other and to the surrounding community with transportation and open space improvements that create a sense of place. One of the challenges is that TOD development, with its mix of residential and commercial uses and greater infrastructure investment, often drives industrial uses out, unless cities proactively zone to keep land values low. The L&A team will examine the market to see how a potential mix can best be incorporated and what is feasible given market conditions. The Northglenn Industrial Park is populated primarily by construction related uses and serves a local niche. However, it is an important part of the mix of uses that serve Northglenn and the surrounding areas. There may be opportunities to redevelop some of the parcels that front 112<sup>th</sup> Avenue with a mix of uses, including residential. There are a few undeveloped parcels within the industrial park that should be considered. The potential for primary jobs and the City’s broader economic development and fiscal goals will be incorporated into the process.





specific recommendations for the types and intensities of uses that are most appropriate for the station area by priority, buildout scenarios, and preferred alternatives. Key opportunity or catalyst sites will be identified. The study will introduce a development framework and phasing that will facilitate a discussion of alternative scenarios and the most effective use of land assets in the near term and longer term future. Interim uses for potential near-term development projects will be identified that will accommodate future longer-term TOD opportunities. Key findings from the market study will be summarized and presented at a Technical Advisory Committee meeting and later at the developer forum where participants will be invited to ask questions and comment on the study and its recommendations.

### Task C: Infrastructure Evaluation

The L&A team will identify an infrastructure strategy that supports both existing development and phased development in a format that is compatible with the City’s Capital Improvement Program. Infrastructure to be addressed will include but is not limited to: dry utilities (electric, communications, and gas), stormwater, sanitary sewer, water, sidewalks, trails, roads, wayfinding, bridges, and lighting. We will develop a high-level estimate to quantify the potential household and business infrastructure needs and conceptual costs of the recommended scenario. The L&A team will provide maps and associated data detailing the infrastructure needed to support existing and phased development within the study area and initial rough guidelines for inclusion in a future Capital Improvement Program.

### Task D: Strategic Mobility Planning

The L&A Team will prepare a plan for providing access to, from, and within the Planning area for all modes of transportation (auto, bike, pedestrian, and transit). The STAMP ultimately will provide for multi-modal connections and links to support phased TOD implementation, increase transit ridership, and ensure all users have high quality access to transit. The L&A team will provide a technical document and maps documenting the proposed transportation plan with specific recommendations for the short-term and long-term, and recommendations on projects to be included in the City’s Capital Improvement Program.

### Task E: Land Use Plan

The team will develop **station area concept plans**, including conceptual land use diagrams, generalized building massing concepts and densities, high-level circulation concepts, parking, and neighborhood connections. These physical concept plans will match the short-term, mid-term, and long-term development plans outlined above, including ideas for phasing parking (if applicable) and coordinating the implementing the construction of parking facilities with phased development (if applicable). These scenarios will be examined by the project management team and stakeholders – and by our developer panel – for a ‘reality check.’ The aim of this exercise is to develop realistic scenarios that will allow the project team to manage expectations; make sure the scenarios we develop are practical and implementable, with no unrealistic expectations; ensure we present this information in the most user-friendly manner possible, using hand sketches and simple Sketch-Up 3-D renderings; and provide an estimate of physical holding capacity of the station area at full build-out.



Our data collection process will include a ‘walking audit’ of the site with the Technical Committee followed by a ‘balance sheet’ analysis exercise.





### Task F: Implementation Plan and Final Document

The L&A team will use the information generated in previous tasks to prepare an Implementation Plan to provide the City and private sector with a strategic plan that ensures the station area vicinity will evolve into its highest and best long-term TOD use. The Implementation Plan will outline roles, responsibilities and timing for ensuring implementation in a timely manner. The Plan will include recommendations for a review process for keeping the plan up to date. The L&A Team will prepare a number of items related to the final Implementation Plan and its recommendations, including:

- A **station area land use/transportation phasing and staging plan**, with realistic recommendations on the timing of implementation of improvements.
- A **transportation/circulation plan** designed to ensure maximum connectivity to transit, trails, and other multi-modal connections, including recommendations on revisions as needed to improve local and regional connectivity.
- An overall **zoning reform strategy** including potential establishment of special districts (such as urban renewal authorities) to facilitate redevelopment.
- An overall **housing strategy** to provide guidance to the City on an achievable, realistic housing mix in any new development. This will include targets for different types of housing based on our market analysis, in addition to suggestions for integrating these plans with the City’s larger housing strategy and goals.
- Identification of **potential catalyst projects and interim uses** to help jumpstart redevelopment and prepare the area for future redevelopment once commuter rail is in place.
- A **‘code audit’** to diagnose how existing regulations encourage or discourage desired new development in the study area. This type of audit can provide recommendations and guidance on how to revise regulations to allow and support preferred development types, forms, and uses.
- Specific recommendations on positioning the Perlmutter property for development, its potential use for a catalyst project, and whether or not the City itself should act as the developer.
- An **implementation strategy** that takes into account projected City and regional resources, available tools, and the phasing of other projects. Our team will help identify financing and organizational approaches including special districts, with the aim of providing guidance on ways to implement development and projects recommended by the planning effort.
- The identification of **roles and responsibilities** of the City, DRCOG, RTD, other agencies and districts, and quasi-public entities for implementation and/or funding of the station area plans.



We will develop concept sketches for development scenarios that will be translated to 3-D graphics for stakeholder and public review.

All of these documents will be incorporated into a comprehensive **Station Area Master Plan and Implementation Guidebook** that will serve as a blueprint for the City to use as it moves forward in making policy and regulatory changes needed to make development a reality.

## SUCCESSFUL TOD PLANNING: LESSONS LEARNED

 <b>JUMPSTART</b> FIND A CATALYST PROJECT	 <b>PAY ATTENTION TO THE PRIVATE SECTOR</b> DEVELOPERS, LAND OWNERS
 <b>PUT IT IN WRITING</b> REGULATORY CHANGES	 <b>PAY ATTENTION TO DETAILS</b> GOOD URBAN DESIGN
 <b>REMEMBER ALL MODES</b> NOT JUST TRANSIT	





### c. project experience

Project/Description	References
<b>Leese &amp; Associates</b>	
<b>Thornton Eastlake, 88<sup>th</sup> and 104<sup>th</sup> Avenue Station Area Master Plans:</b> Developing station area and TOD plans for three RTD North Metro stations.	Glenda Lainis, Policy Planning Manager, City of Thornton, <a href="mailto:Glenda.lainis@cityofthornton.net">Glenda.lainis@cityofthornton.net</a> , 303-538-7438
<b>TEX Rail Station Area and TOD Plans:</b> Principal urban designer for nine TOD plans for the TEX Rail commuter rail line in Fort Worth , TX.	Curvie Hawkins, Director of Planning, Fort Worth Transportation Authority, <a href="mailto:chawkins@the-t.com">chawkins@the-t.com</a> , 827-215-8632
<b>Pittsburgh Area TOD Plans:</b> Chief urban designer for station area planning for Pittsburgh’s West Busway, including helping facilitate public and stakeholder meetings, and developing final development concepts.	Ann Ogoreuc, Manager of Transportation Initiatives, Allegheny County Economic Development, <a href="mailto:ann.ogoreuc@alleghenycounty.us">ann.ogoreuc@alleghenycounty.us</a> , 412-350-4549
<b>Rocky Mountain West Transit &amp; Urban Planning</b>	
<b>Longmont 1<sup>st</sup> &amp; Main Transit and Revitalization Plan:</b> Project Manager for station area master plan for 1 <sup>st</sup> & Main area in downtown Longmont, including development of land use scenarios and multi-modal connections.	Phil Greenwald, Project Manager, City of Longmont, <a href="mailto:phil.greenwald@ci.longmont.co.us">phil.greenwald@ci.longmont.co.us</a> , 303-651-8335
<b>Steer Davies Gleave</b>	
<b>Thornton 88<sup>th</sup>, 104<sup>th</sup>, and Eastlake Station Area Master Plans:</b> SDG was the prime contractor for three station area master plans for the City of Thornton, including overall project management, stakeholder consultation, and concept development.	Glenda Lainis, Policy Planning Manager, City of Thornton, <a href="mailto:Glenda.lainis@cityofthornton.net">Glenda.lainis@cityofthornton.net</a> , 303-538-7438
<b>RFTA TOD Project:</b> SDG worked with the Roaring Fork Transportation Authority to develop prototype TOD concepts for the agency’s BRT stations, with development of specific land use and redevelopment concepts and strategies for the Carbondale station.	David Johnson, Director of Planning, RFTA, <a href="mailto:djohnson@rfta.com">djohnson@rfta.com</a> , 970-384-4979
<b>CDR Associates</b>	
<b>DRCOG Sustainable Communities Initiative, East Corridor, Gold Line and Northwest Corridor Working Groups, 2013 to 2015:</b> Facilitated regional committees tasked to define TOD, economic and housing improvements near infrastructure being planned for the East Corridor, Gold Line and Northwest Rail/U.S. 36 BRT systems.	Paul Aldretti, Sustainable Communities Coordinator, Regional Planning and Operations, <a href="mailto:paldretti@drcog.org">paldretti@drcog.org</a> , 303-480-6752
<b>ArLand Land Use Economics</b>	
<b>Thornton 88<sup>th</sup>, 104<sup>th</sup> Station Area Master Plans:</b> ArLand provided the market studies informing the land use plans for the two station areas with SDG and Leese and Associates.	Glenda Lainis, Policy Planning Manager, City of Thornton, <a href="mailto:Glenda.lainis@cityofthornton.net">Glenda.lainis@cityofthornton.net</a> , 303-537-7438
<b>Northglenn M&amp;O Facility Market, Site Assesment, and Relocation Analysis:</b> ArLand was the prime consultant for a team that assessed the impacts and feasibility of relocating the City’s M&O facility in order to leverage TOD opportunities at the Eastlake Station.	Becky Smith, Project Manager, City of Northglenn, <a href="mailto:bsmith@northglenn.org">bsmith@northglenn.org</a> , 303-450-8741





## d. specialized services

Members of the Leese & Associates Team have been working together in various combinations on a variety of TOD projects in the region and throughout the country. Through that collaboration, the team has developed a number of key strategies to help facilitate decision-making and participation, including:

- **A focus on hands-on activities**, including:
  - A **walking audit** of the station site with the PMT and project stakeholders. We believe that stakeholders need to see the station area “up close and personal” so they can recognize the physical and infrastructure constraints (and opportunities) that could affect redevelopment of the site. We have used this in our Longmont and Thornton projects, and stakeholders found it to be very valuable.
  - Personal **one-on-one contacts** with property owners and key stakeholders. We have found that conducting informal in-depth stakeholder interviews gives the project team a depth of perspective that is invaluable in developing a vision for the project and helping to avoid any fatal flaws or “hot buttons” that could interfere with redevelopment. We conducted comprehensive stakeholder interviews for our Thornton and RFTA projects.
  - **Interactive exercises** at advisory committee/stakeholder meetings that include surveys and “sticky note” exercises that provide a wide range of thoughts and issues for the project team to consider. We have found that advisory committee members enjoy participating in these exercises instead of being “talked to” by the project team.
- **Innovative outreach approaches**, including:
  - **Focused project point of contact:** Our team will provide direct access to our outreach team for any stakeholders and members of the public so they can call or speak to us at any time. CDR has traditionally served as the primary point of contact with external stakeholders and can effectively coordinate team responses.
  - An **online meeting room** to keep local citizens informed of the progress of the project. This allows easy access to project meeting materials, maps, reports, and presentations, and is structured differently from a typical project web site in that it is more user-friendly and interactive.
  - An **online drawing board** to allow local citizens to weigh in on key issues and provide their own ideas on station area development. This type of forum allows for the participation of those who cannot attend project outreach meetings and gives the public an opportunity to respond directly to development concepts and proposals.
  - **Short project videos** at key milestones to keep the public up-to-date on project progress. Video production is easy and inexpensive, and many citizens – especially millennials – will more readily view videos compared with static information. We can easily translate project presentations, meeting notices, and other project materials into entertaining videos that can provide an extra dimension to outreach activities. We used this technique effectively for our Longmont project.
  - Finally, as mentioned earlier, we propose the use of a **developer forum** where local developers will be invited to attend a presentation on the project’s findings and recommendations and review and comment on those recommendations.

### INNOVATIVE APPROACHES



**ONLINE MEETING ROOM AND DRAWING BOARD**



**DEVELOPER FORUM**



**PROJECT VIDEOS**



We will conduct a developer forum to provide a reality check for our development scenarios.





**e. project and fee schedule**

Tasks	Months							
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>A. Communications Strategy</b>								
<b>B. Plan Preparation</b>								
Background Information/Data								
Market/Industrial Lands Study								
<b>C. Infrastructure Evaluation</b>								
<b>D. Strategic Mobility Planning</b>								
<b>E. Land Use Planning</b>								
<b>F. Final Document</b>								

Firm/Key Personnel	Billing Rates
<b>Leese and Associates</b>	
Mark Leese, AIA	\$125/hr
<b>Rocky Mountain West Transit &amp; Urban Planning</b>	
Tim Baldwin, AICP	\$185/hr.
<b>Steer Davies Gleave</b>	
Chris Proud, AICP	\$184/hr.
Hannah Polow, AICP	\$108/hr.
<b>CDR Associates</b>	
Andrea Meneghel	\$135/hr.
Lieschen Gargano	\$75/hr.
<b>ArLand Land Use Economics</b>	
Arleen Taniwaki	\$155/hr.
<b>Project Vision 21</b>	
Francisco Miraval	\$100/hr.
<b>Apex Design</b>	
Bart Przybyl, PE, PTOE	\$118/hr.
<b>Goodbee and Associates</b>	
Mary Keith Floyd	\$150/hr.
<b>Perry Rose</b>	
Chuck Perry	\$265/hr.

# EXHIBIT B

## BID SUMMARY

April 08, 2015

Leese & Associates

(Vendor Name)

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

112th Avenue Station Area Master Plan

BASE BID		
Item	Description	Total Cost
A	Communication Strategy	\$ 41,000
B	Plan Preparation	\$ 26,000
C	Infrastructure Evaluation	\$ 12,500
D	Strategic Mobility Planning	\$ 30,000
E	Land Use Planning	\$ 21,000
F	Final Documents	\$ 19,500
		TOTAL \$150,000

Total for Base Bid \$ 150,000

Total in words One hundred fifty thousand dollars



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

FROM: Leese & Associates LLC  
(Prospective Consultant)

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

Project Name 112<sup>th</sup> Avenue Station Area Master Plan (STAMP)

Bid Number \_\_\_\_\_ Project No. 2015-014

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

Executed this 23<sup>rd</sup> day of May, 2015.

Prospective Consultant Mark R. Leese  
Leese & Associates LLC

By: Mark R. Leese

Title: owner

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

I, Mark R. Leese, am a United States citizen or legal permanent resident.

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

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

OR

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

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

Mark R. Leese  
Signature

5/23/2015  
Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, Mark P. Leese, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Mark P. Leese  
Consultant Signature

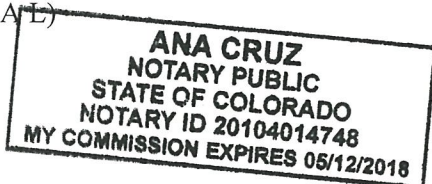
5/23/2015  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Dunker )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 23rd day of May, 2015, by Mark P. Leese as owner of Leese & Associates

My commission expires: (S 05/12/2018)

E. A. L.)



[Signature]  
Notary Public