A RESOLUTION APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE NORTHGLENN URBAN RENEWAL AUTHORITY AND RICKER|CUNNINGHAM

WHEREAS, on March 31, 2012 the Board authorized a professional services agreement (PSA) with Ricker|Cunningham;

WHEREAS, the approved PSA defined the services to be performed and authorized compensation of up to $25,000 for those services; and

WHEREAS, the Board now desires to expand the scope of services defined by the PSA and to authorize a total compensation of up to $100,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

Section 1. The First Amendment to the Agreement for Professional Services between the Northglenn Urban Renewal Authority and Ricker|Cunningham attached as Exhibit A, is hereby approved and the Chairperson is authorized to execute same on behalf of NURA.

DATED this ______ day of ____________________, 2012.

Rosie Garner
Chairperson

ATTEST: APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney
FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES (‘First Amendment”) is made and entered into this day of , 2012 by and between the Northglenn Urban Renewal Authority, 11701 Community Center Drive, Northglenn, Colorado 80233-8061 (hereinafter referred to as "NURA") and Ricker|Cunningham, 8200 South Quebec Street, Suite A3-104, Centennial, CO 80112 (hereinafter referred to as "Consultant").

WHEREAS, NURA and the Consultant entered into an Agreement for Professional Services (the “Agreement”) on March 31, 2012; and

WHEREAS, the Parties wish to amend the Scope of Services and the Compensation set forth in the Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Exhibit A amends the Scope of Services to be performed for additional services and work products by Consultant and is attached hereto.

Section 2. Section IV of the Agreement, regarding compensation, is hereby amended to read as follows:

In consideration for the completion of the Scope of Services by Consultant, NURA shall pay Consultant at an hourly rate of One hundred seventy five dollars ($175.00) not to exceed One Hundred Thousand dollars ($100,000). Payment shall be made upon monthly billing by Consultant. This amount shall include all costs and expenses incurred by Consultant.

Section 3. All terms not specifically amended in this First Amendment Professional Services Agreement shall remain as stated in the original agreement dated March 31, 2012.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on date first set forth above.

NORTHGLENN URBAN RENEWAL AUTHORITY

By: _________________________________
   Rosie Garner    Date
   Chairperson
ATTEST:

_______________________________  
Debbie Tuttle  Date  
Executive Director

APPROVED AS TO FORM:

__________________________________  
Jeff H. Parker  Date  
NURA Attorney
15 August 2012

Ms. Debbie Tuttle, CEcD
Economic Development Manager & NURA Executive Director
Northglenn Urban Renewal Authority
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Dear Ms. Tuttle:

On behalf of Ricker Cunningham (RC), Community Strategists, we are pleased to present this proposal to continue assisting the Northglenn Urban Renewal Authority (the Authority or NURA) with preparation of an urban renewal plan (the Plan) and impact reports (the Impact Reports) for properties located in select areas of the community as identified by the Authority. Collectively, these properties represent the proposed urban renewal area (the Area).

What follows is a scope of work that will allow you the flexibility to receive findings either in a manner of weeks or over an extended period of time. The timeframe completely depends on the level of public outreach and stakeholder education you desire. We welcome any questions you might have about our approach, timing or fees and look forward to hearing from you soon.

Public Involvement

Task 1: Public Involvement / Education Activities

RC will continue to make ourselves available for presentations to various groups and meetings with property owners throughout the urban renewal planning process (as they did during preparation of the conditions survey).

Urban Renewal Plan

Task 2: Urban Renewal Plan Concepts

RC will review all policy and regulating documents which could influence future development and redevelopment within the Area. In addition, we will collect, from the City, all proposed site plan concepts and elevations and synthesize this information into appropriate illustrations for inclusion in the Plan. With an understanding of conditions and influences, we will be prepared to define short- and long-term objectives for the Area; potential priority initiatives; and, redevelopment (development) concepts and parameters.
Task 3: Urban Renewal Plan Documents

RC will prepare an urban renewal document for the Area which reflects representative goals and objectives, in the context of prevailing and anticipated market conditions. It will: embody development principles and objectives with feasible application in the Area; identify potential priority initiatives; and, include strategies for implementation. Concept illustrations will be prepared to communicate this information to the Authority, stakeholders and City officials. An additional concept illustration will be prepared for inclusion in the Plan.

Impact Report

Task 4: Market Assumptions

RC will conduct an analysis of existing and projected market conditions within a realistic trade area and the City of Northglenn. Information on land (and use) values and potential rates of absorption will provide the basis for assumptions used in preparation of the impact analysis (Task 5). Knowledge gained will be used to establish an understanding of market support and an order of development potential which could be captured within the Area over the life of the Plan.

Task 5: Tax Increment Analysis and Impact Reports

Upon completion of a final development program and absorption schedule for the Area, RC will estimate its tax increment potential (real property and sales (if any)) and prepare supporting impact documentation (the Impact Reports) for the County as per the state statute and for other taxing bodies within the urban renewal boundary as requested by the Authority. If desired, we can be available to assist with discussions among these groups.

Representatives of RC will submit the Plan (draft) and Impact Reports to the Client for review and comment. Upon receipt of comments, we will revise the draft documents and resubmit them for consideration by the Northglenn City Council. We will provide color-bound copies of all final documents (including the Plan and Impact Reports) and / or transmit these documents in electronic format.

Task 6: Property Owner Notification

As required by state statute, all property owners in the Area must be notified 30 days prior to the public hearing that the Plan is being considered for adoption by City Council. While RC recommends that notices be mailed by the Client, we will work with you to identify the names and addresses of all tenants, property owners and others with an ownership interest in the Area and assist with preparation of a draft notification letter. If, however, the Client requests that RC
prepare and distribute the notices, expenses associated with reproduction and postage will be billed at cost.

**Task 7: Urban Renewal Boundary Legal Description**

A legal description describing the boundary of the Area and / or TIF District or Districts and certified by a licensed surveyor will be required as part of the Plan document and public notification process. Ricker Cunningham is prepared to subcontract for these services, but will only do so at the expressed written consent of NURA.

**Work Products**

The work products to be delivered to the Client will include:

- Property Owner and Public Hearing Meeting Materials
- Property Owner, Planning Commission and Public Hearing Meeting Materials
- Final Boundary Map
- Draft and Final Urban Renewal Concept Illustration
- Draft and Final Urban Renewal Plan
- Synthesis of Key Market Assumptions
- Draft and Final Impact Report (all requested taxing entities)
- Draft and Final Notification Letter
- Legal Description

**Proposed Schedule**

RC’s proposed schedule to complete the project is as follows: *

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Duration</th>
</tr>
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<tbody>
<tr>
<td>Public Involvement (Task 1)</td>
<td>TBD</td>
</tr>
<tr>
<td>Urban Renewal Plan (Tasks 2 and 3)</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>Impact Reports (Tasks 4 and 5)</td>
<td>1 Week</td>
</tr>
<tr>
<td>Legal Description</td>
<td>TBD</td>
</tr>
</tbody>
</table>

* Depending on the level of public involvement requested, these tasks may take longer.

This schedule assumes:

- the prompt transfer at the commencement of the project of GIS mapping/aerial photography and Survey Area parcel data from NURA to Ricker Cunningham;
- the cooperation of City departments and other public agencies during the data collection phase of the project; and
- a prompt review and transmittal of comments by NURA of the draft Plan and Impact Reports;
Proposed Fees

The following outlines fee estimates for the major phases of work proposed herein:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Duration/TBD</th>
</tr>
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<tbody>
<tr>
<td>Public Involvement (Task 1)</td>
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<td>Legal Description</td>
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<table>
<thead>
<tr>
<th>Phase</th>
<th>Time and Materials/Not-to-Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Involvement (Task 1)</td>
<td>Time and Materials</td>
</tr>
<tr>
<td>Urban Renewal Plan (Tasks 2 and 3)</td>
<td>$12,000 ***</td>
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<tr>
<td>Impact Report (Tasks 2 and 3)</td>
<td>$8,200 ***</td>
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<tr>
<td>Legal Description</td>
<td>TBD</td>
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</tbody>
</table>

** Not-to-Exceed includes time for one presentation to the Authority Board and one to stakeholders within the Study Area as described in Task 1.

*** Not-to-Exceed includes time for one presentation to the Authority Board, one to stakeholders within the Study Area, one to Planning Commission, and one public hearing to present the Plan and Impact Report.

Fees associated with preparation of the above work products are based on the hourly rate of the professionals involved (see below) and includes out-of-pocket expenses, such as local travel, meals, data purchases, telephone, postage, etc. and the delivery of 15 copies for Authority board members of all final documents identified herein. If the Authority requests additional copies, they will be billed at cost.

Hourly Rates:

- Anne B. Ricker, Principal: $175
- Bill J. Cunningham, Principal: $175
- GIS Mapping: $100

Summary

In summary, we are excited about this project and the opportunity to continue working with you and other members of the Northglenn community. We value you as a client community and welcome the opportunity to continue serving you through completion of this assignment. As our qualifications (attached here) illustrate, we have completed more than 60 conditions surveys and urban renewal plans throughout the state and region and are actively updating our annual statewide assessment of the impact of urban renewal. Finally, we are TIF advisors to more than 10 communities and/or authorities. As experienced advisors to public sector entities throughout the Western United States, we understand how to take projects such as this from inception to completion -- moving from the general to the specific and ending with recommendations which provide sustained value.
If you have any questions regarding this submittal, please contact either Anne Ricker or Bill Cunningham at 303.458.5800. Both of these individuals are authorized to execute an agreement on behalf of Ricker Cunningham.

Sincerely,

Ricker Cunningham

Anne B. Ricker
Principal
anne@rickercunningham.com

Bill J. Cunningham
Principal
bill@rickercunningham.com