

PLANNING AND DEVELOPMENT DEPARTMENT

MEMORANDUM 18-08

**DATE:** February 12, 2018  
**TO:** Honorable Mayor Carol A. Dodge and City Council Members  
**FROM:** James A. Hayes, AICP, City Manager *JH*  
Brook Svoboda, Director of Planning and Development *BS*  
Eric J. Ensey, AICP, Senior Planner *EE*  
**SUBJECT:** CR-32 – Addendum #1 to Professional Services Agreement with Clarion Associates for Adjustments

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**PURPOSE**

The City Council is being presented for consideration a resolution to amend the existing Professional Services Agreement (PSA) with Clarion Associated for the Unified Development Ordinance (UDO). The proposed addendum proposes additional meetings with the City Council and Task Force as well as additional public open house meetings to enhance public outreach and work more closely on key discussion topics.

**BACKGROUND**

Following the most recent study session with the City Council and Planning Commission, staff has revisited the engagement process for the UDO. Based on the input received, staff believes Council's expectations have evolved since the approval of the contract in 2015 (**Attachment 1**) and therefore wanted to revisit the engagement scope of work with Council. The engagement process with the elected officials, as defined in the original contract, emphasized informational progress updates and less direct engagement.

Staff's goal is to ensure that we are providing the Council and Commission with the necessary information that ensures the Council and Commission are providing the needed policy direction to successfully progress with the ultimate adoption of the UDO. Based on the last meeting, staff believes that there was too much emphasis on informing the Council and Commission of the project goals and not enough attention on discussion and feedback. Staff is proposing an updated approach that we believe will enhance the engagement with Council and maximize policy input and direction.

Staff is proposing to modify the method used to present information to Council and the various policy decision makers, including the Planning Commission and Task Force Committee. The following is an outline for the suggested enhancements for discussion. **Attachment 2** provides a more detailed explanation and serves as a proposed Addendum #1 to the Clarion Associates contract. The Addendum includes a revised Scope or Work and Budget Description Letter prepared by Clarion Associates. Below reflects the highlights to the revised proposal for the engagement process

- Three (3) additional City Council meetings.
  - These meetings will serve as a follow-up to the presentation for Part 2 and Part 3 and the Consolidated Draft – this will allow for an appropriate amount of time and opportunity for discussion to provide direction on those topics.

- Please note that there will three (3) concurrent, staff lead, follow up meetings with the Planning Commission without Clarion Associates.
- Two (2) additional Task Force Committee meetings.
  - The Committee has been tasked with looking in-depth at the various topic items and provide their recommendations to the Planning Commission and City Council. These two meetings will be following receipt of Part 3 and the Consolidated Draft. Please note we are not going back to the Committee on Part 2 as proposed with Council
  - Two (2) additional Public Outreach Efforts - Public Open Houses.
    - The open houses will be an opportunity for the public to engage with staff and the consultant on various topics related to the UDO.
    - These meetings would be following the release of the Consolidated Draft.
- Optional Ward Meetings
  - To be added by City Council members on as requested basis.
  - City Council could request staff and the consultants attend a Ward Meeting to discuss the project and specific topics that might be relevant to the Ward.
  - These meetings would be optional at the request of Council members of a specific Ward.

### **BUDGET IMPLICATIONS**

The original contract for this project with Clarion Associates was approved by City Council in May of 2015 in the amount of \$173,190.00. Should the City Council approve the contract amendment addressing the scope and budget modifications being presented in this memorandum, the budget would increase by \$35,700 for a total contract amount of \$208,890.00. This includes the seven (7) additional meetings recommended by Clarion Associates as well as one optional meeting for each Ward at an additional \$1,900 for each meeting. If the Ward meetings do not occur, then that money will not be spent.

### **SCHEDULE/TIME IMPLICATIONS**

Staff will work with Clarion Associates to schedule the additional meetings within the already prescribed schedule of the project.

### **NEXT STEPS**

Should the City Council approve the Addendum #1, staff will work with Clarion Associates to revise the project schedule to incorporate the additional meetings.

### **STAFF RECOMMENDATION**

Staff recommends approval of CR-32 authorizing the Mayor to execute an addendum between the City of Northglenn and Clarion & Associates, increasing the contract amount by \$35,700 for a total contract amount of \$208,890.00.

### **STAFF REFERENCE**

Brook Svoboda, Director of Planning and Development [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org) 303.450.8937  
 Eric J. Ensey, AICP, Senior Planner [eensity@northglenn.org](mailto:eensity@northglenn.org) 303.450.8840

### **ATTACHMENTS**

- Attachment 1 CR 15-46; Original Clarion Contract
- Attachment 2 Adjustments to Budget/Scope

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-48  
Series of 2015

15-46  
Series of 2015

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CLARION ASSOCIATES, LLC FOR THE DEVELOPMENT REGULATION REWRITE PHASE 2 PROJECT

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

Section 1. The Professional Services Agreement between the City of Northglenn and Clarion Associates, LLC, attached hereto, in an amount not to exceed \$173,190.00 for the Development Regulation Rewrite Phase 2 Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

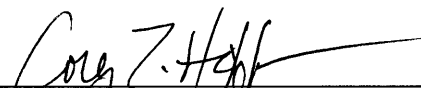
DATED at Northglenn, Colorado, this 13<sup>th</sup> day of April, 2015.

  
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 13<sup>th</sup> day of April, 2015, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Clarion Associates LLC (hereinafter referred to as "Consultant").

**RECITALS:**

A. The City requires professional services.

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

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

**I. SCOPE OF SERVICES**

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

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

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

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work. Consultant shall retain the right to use the products of this Agreement in its marketing efforts.

**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 Seventy Three Thousand, One Hundred and 90 Dollars (\$173,190.00). 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. 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:    Clarion Associates LLC  
                    621 17th Street, Suite 2250  
                    Denver, CO 80293

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

**CITY OF NORTHGLENN, COLORADO**

By: Joyce Downing  
Joyce Downing  
Print Name

ATTEST:

Johanna Small 04/13/2015  
Johanna Small, CMC Date  
City Clerk

Mayor 04/13/2015  
Title Date

APPROVED AS TO FORM:

Corey Y. Hoffmann 4/13/15  
Corey Y. Hoffmann Date  
City Attorney

**CONSULTANT:**

By: Donald L Elliott  
DONALD L ELLIOTT  
Print Name

ATTEST:

By: Loretta J. Knorr  
Loretta J. Knorr  
Print Name

Director April 3, 2015  
Title Date

Business Manager 4/3/15  
Title Date

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

## D. Proposal (Approach and Scope of Services)

This section summarizes the major work tasks and deliverables we propose for this project and identifies responsibilities for both the Clarion team and the city. The preliminary budget and timeline at the end of this section track these proposed tasks. Our proposed project approach consists of the following seven tasks, as outlined in the RFP:

- **Task A:** Project Orientation
- **Task B:** Participation Process
- **Task C:** Discussion Draft Development Regulations
- **Task D:** Discussion Draft Citywide Zoning Code Map
- **Task E:** Creation of a Public Hearing Draft Zoning Code, Subdivision Regulations, and Citywide Map
- **Task F:** Attend Public Hearing and Revise Zoning Code and Map
- **Task G:** Zoning Code Adoption and Implementation
- Optional website tasks (at staff discretion)

All elements of this work plan are flexible and open to discussion and negotiation.

### TASK A. PROJECT ORIENTATION

#### A.1. DOCUMENT REVIEW

As a first step, using our prior work on the Development Regulations Analysis as a foundation, Clarion will review in greater detail the Northglenn Comprehensive Plan; the existing zoning and subdivision regulations; the zoning map; administrative rules; and other relevant plans, ordinances, and policies as identified by the city in the RFP. We will confirm our findings from our previous work and review any new data or information that was developed by the city since that time. This background review will form the basis for the initial meetings described below.

#### A.2. INITIAL PROJECT MEETINGS

Clarion will meet with the city project manager, staff, and other officials to discuss overall project goals and to finalize the project work plan and schedule. Get-acquainted (or re-acquainted) meetings will be held with the elected and appointed officials as recommended by city staff. At the discretion of staff, the team will tour targeted areas or key sites that may have changed since our work in 2014.

#### A.3. INITIAL TASK FORCE MEETING

Clarion will work with the city project manager to arrange the initial meeting with the Task Force. This can occur early in the process, since the Task Force has already been established. During this initial meeting, Clarion will provide an introduction to the project scope and schedule, revisit the major components of the Development Regulations Analysis, and facilitate a discussion with the Task Force related to meaningful stakeholder involvement and to learn about their overall goals for this project.

#### A.4. PUBLIC PARTICIPATION STRATEGY

As part of Task A, we will finalize and discuss a detailed public participation process with staff and the Task Force that takes full advantage of the various forums available to the city (e.g., the city’s website) that we have found helpful in other code projects. In most of our code projects, the consultant team meets regularly with the Task Force during each of the incremental tasks of the update project and periodically with other stakeholders and the general public on an as-needed basis; local staff conducts additional follow-up meetings as necessary.

As a starting point, this Northglenn work program proposes public involvement through:

- Regular meetings with the Task Force during each of the incremental tasks of the update project;
- Regular reports to appointed and elected officials (anticipated 4-6 meetings through the course of the project); and
- Public meetings at important milestones during the process.

Kick-off meetings are identified in the summary table below, and subsequent meetings are identified later in this proposal as part of the corresponding tasks.

Clarion Associates prides itself on a strong public involvement track record in our code revision projects. We also pride ourselves on being excellent communicators, meeting facilitators and educators who can build public support for changes in land-use regulations — even on controversial issues. Regardless of the type of public input process selected, the importance of effective public input and education cannot be overstated. With a strong citizen/stakeholder involvement process, adoption of significant revisions need not be a battle. Without it, adoption is often very difficult. Consequently, this work program contemplates further discussion of this issue during the initial stage of the project.

#### A.5. STAKEHOLDER INTERVIEWS / STAFF SURVEY

Following the document review, and following staff’s guidance, we will oversee additional discussion of land development issues with city staff and elected and appointed officials. We could conduct one-on-one meetings with members of the City Council and the Planning Commission to better understand their goals for the project and any key issues they want addressed. We conducted an intensive interview process as part of the Development Regulations Analysis project, and we would pick up where we left off. For example, we did not yet meet with key neighborhood advocates or developers in the area. These discussions will give us a clear understanding of how the existing code works (and doesn’t work) in practice, and key issues and practical problems that need to be addressed by the new Land Development Regulations. We will also develop a survey for circulation to key staff in other departments (beyond planning) to assist in producing a methodical analysis and record of strengths and weaknesses of the existing code. We also can place the survey online to solicit feedback from the general public.

##### Summary of Task A:

##### Project Orientation

##### Consultant Team

##### Northglenn Staff Responsibilities

##### Responsibilities/Deliverables

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Review background documents.</li> </ul>             | <ul style="list-style-type: none"> <li>• Provide data and documents not currently available from the city’s website.</li> </ul> |
| <ul style="list-style-type: none"> <li>• Prepare a public participation strategy.</li> </ul> | <ul style="list-style-type: none"> <li>• Advise the consultant on appropriate engagement for Northglenn.</li> </ul>             |

### Summary of Task A:

#### Project Orientation

- Prepare survey for staff distribution.
- Distribute survey internally and make available on the city's website.

#### Projected Meetings

##### Consultant Team Responsibilities

- Hold initial project meetings with staff.
- Hold get-acquainted meetings with City Council and Planning Commission.
- Facilitate initial meeting with the Task Force.
- Conduct stakeholder interviews.
- Conduct one-on-one elected and appointed official interviews, if requested.

##### Northglenn Staff Responsibilities

- Organize and provide space for initial project meetings.
- Schedule public meeting or work-session to re-introduce consultants to the decision makers.
- Organize, schedule, and provide space for initial (and subsequent) Task Force meeting(s).
- Advise the consultant as to appropriate stakeholders to meet with.
- Organize, schedule, and provide space for these meetings.

#### Schedule

Within two months of project initiation.

## TASK B. PARTICIPATION PROCESS

We incorporated the development of the public participation strategy in Task A, Project Orientation. The remaining participation process tasks are included below.

### B.1. TASK FORCE UPDATES

Throughout the course of the project, Clarion is committed to meeting with the Task Force frequently to provide updates on the project, identify key issues raised along the way, and to seek important direction for the purposes of drafting or decision-making. We recognize that the RFP requests monthly meetings with the Task Force throughout the project; however, there may be months (especially during drafting) when there is little to report and having a meeting might not be a valuable use of the Task Force member's time. At a minimum, Clarion will provide monthly written updates to be distributed to the Task Force throughout the life of the project.

### B.2. FACILITATE ADDITIONAL PUBLIC MEETINGS/PRESENTATIONS

In addition to the meetings identified in Tasks C through G, Clarion will facilitate public meetings and presentations on zoning-related issues throughout the life of the project following direction from staff. Although we do not currently anticipate major opposition to the project, we always plan for the unexpected. Should a particular topic generate substantial confusion or skepticism, we could address that issue by facilitating a special discussion dedicated to that topic. Examples might include affordable housing, building design standards, transit-oriented development, or parking standards. When and if those discussions are warranted, Clarion will prepare materials for presentation to the community. We will draft presentations for review by staff prior to finalizing them. We expect that staff will provide brief introductions during many of the public meetings, and will provide other key updates as necessary. This proposal includes facilitation of four additional meetings with the community at-large to address particular issues of interest or concern. (Additional meetings could be held on a time-and-expenses basis.)

### B.3. PROJECT WEBSITE

Clarion has teamed with Urban Interactive Studio to offer Northglenn additional website engagement tools for this project. The development and content of the website are discussed below as Task H.



#### Summary of Task B:

##### Participation Process

##### Consultant Team

##### Responsibilities/Deliverables

- Provide content for and facilitate Task Force and public meetings.

##### Northglenn Staff Responsibilities

- Review content.

#### Projected Meetings

##### Consultant Team Responsibilities

- Facilitate update meetings with the Task Force (monthly, or as needed).
- Facilitate 4 additional topic-specific meetings with the public, Task Force, appointed officials, elected officials, and/or other interest groups per staff recommendation.
- Prepare draft presentations for staff review.

##### Northglenn Staff Responsibilities

- Organize meetings with Task Force and distribute background information prior to meetings.
- Organize public meetings (secure location, logistics, notices, etc.)
- Review draft presentations and provide feedback.
- Assist with staff-led presentations as appropriate.

#### Schedule

Continues throughout life of project.

## TASK C. DISCUSSION DRAFT UNIFIED DEVELOPMENT ORDINANCE

### C.1. STAFF DRAFTS

Based on our previous work on the Development Regulations Analysis and Annotated Outline, Clarion will develop new draft UDO that is user-friendly and includes the agreed-upon substantive new materials. The new document will emphasize the use of graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. Areas that will benefit from illustrations will be noted (though actual illustrations may not be finalized until language is refined in later drafts). The draft will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The preliminary "staff draft" will be intended for review by staff to check for factual accuracy (e.g., to ensure that current procedures, if proposed to be carried forward, are described correctly) and feasibility of the draft recommendations. We recommend a limited number of key staff review this first draft (including the city attorney).

The new UDO will likely include a substantial amount of new information. It will be difficult for any review body, or the public, to digest all of the information in a single meeting. Therefore, we recommend dividing the drafting process into three manageable modules:

- Zone districts and uses;
- Development and design standards; and
- Procedures and administration.

We will work with the city to identify which articles of the UDO should be included with each module. We recommend including definitions with each module, including those applicable to each module, building up to a final set of consolidated definitions.

## Module 1 - Zone Districts and Uses

This component will include drafts of the proposed districts (new or existing districts, plus dimensional standards) and the uses allowed by right or by review in each district. This is the backbone of most zoning codes and it is important that zoning districts are drafted simultaneously to ensure that they use a common or consistent vocabulary and that the code does not include repetitive or overlapping districts. One important component of this work is to modernize and simplify permitted use lists and controls in order to allow flexibility for market-driven adjustments wherever possible. We presented district layout options to Northglenn staff in 2014, and expect to revisit that discussion as part of this project.

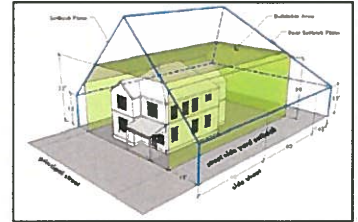
## Module 2 - Development and Design Standards

This component will include standards that address the look and feel of new development and redevelopment (e.g., landscaping, parking, building design). These standards will incorporate any new recommended provisions to promote sustainability, encourage infill development, and protect existing neighborhoods. This module will address the broader application of design standards desired by the city.

## Module 3 - Administration and Procedures

This component will address development review and approval procedures (including zoning and subdivision) to promote faster, more efficient, and more predictable decision-making under the new UDO provisions.

Each draft module will be accompanied by a cover memorandum that summarizes major new features in the drafts, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first module, Clarion will begin drafting of the second installment. In this way, drafting and staff review proceeds in a relatively efficient process. Staff will consolidate and reconcile its comments on each module and present them in written form to the Clarion team for discussion (this can be either an electronically or hand-written redlined copy, or in memo form, or both).



### C.2. DISCUSSION DRAFTS

Based on initial comments from staff, Clarion will produce a revised draft for broad distribution to the Task Force, appointed and elected officials, other key stakeholders, and the public (again, in three manageable modules). These discussion drafts will be refinements of the staff drafts. At staff's discretion, we will also hold joint meetings with the Planning Commission and City Council to orient them to each of the three modules of the discussion drafts.

### C.3. TESTING AND EVALUATION

*Because many of the provisions from each draft module could change over the course of the project, we recommend testing and evaluation of the new UDO occur with the consolidated public hearing draft (Task E.1). In our experience, it is best to test the regulations as they are closer to adoption to identify any final tweaks or revisions.*



### Summary of Task C:

#### Discussion Draft Unified Development Ordinance

##### Consultant Team

##### Northglenn Staff Responsibilities

##### Responsibilities/Deliverables

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Prepare staff drafts of the new UDO (in three modules).</li><li>• Prepare discussion drafts of the new UDO (in three modules).</li></ul> | <ul style="list-style-type: none"><li>• Review drafts and provide one round of consolidated written comments on each module.</li><li>• Review discussion drafts and note any further comments.</li><li>• Consolidate comments from review bodies and provide one round of consolidated written comments on each module.</li></ul> |
|--|---|

### Projected Meetings

##### Consultant Team Responsibilities

##### Northglenn Staff Responsibilities

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Present discussion drafts of each module to the Task Force to solicit feedback.</li><li>• Facilitate additional meetings with the Task Force (monthly, or as needed).</li><li>• Present discussion drafts of each module to joint meetings of the City Council and Planning Commission, at staff discretion.</li></ul> | <ul style="list-style-type: none"><li>• Organize meetings with the Task Force and distribute background materials prior to the meetings.</li><li>• Organize meetings with Task Force and distribute background information prior to meetings.</li><li>• Organize and distribute background information prior to meetings.</li></ul> |
|--|---|

### Schedule

Deliver and hold public meetings on public review drafts by January 2016, assuming a March 2015 start date.

## TASK D. DISCUSSION DRAFT CITYWIDE ZONING CODE MAP (CITY SPONSORED REZONING PROCESS)

### D.1. CONCEPTUAL ZONING MAP AND APPROACH FOR FUTURE MAP CHANGES

We recommend the discussion of any changes to the Northglenn zoning map begin during this Task D, when the new UDO is being prepared. We typically recommend that actual zoning map changes be pursued following adoption of the new UDO itself; this allows public discussion to focus on the general merits of the new code language and policies, without getting bogged down in the politics of site-specific potential zoning changes. Nevertheless, the period when the new UDO is being drafted is a good time to start a high-level discussion about the process that will be used to update the zoning map.

During this Task D, the Clarion team will work with staff to help identify general locations where any district changes may need to be considered (e.g., district consolidations, introduction of new districts, and removal of conditional zoning). This working zoning map will be more conceptual by nature, rather than a parcel-by-parcel zoning map. The conceptual map will identify the areas of change required due to the new zoning districts article, known changes in city policies, and other direction provided by staff. Clarion will provide a brief memorandum (3-5 pages) to accompany the conceptual working zoning map that outlines a recommended approach for future updates to the official citywide zoning map.

<b>Summary of Task D:</b>	
<b>Discussion Draft Citywide Zoning Code Map</b>	
<b>Consultant Team Responsibilities/Deliverables</b>	<b>Northglenn Staff Responsibilities</b>
<ul style="list-style-type: none"> <li>• Advise city staff on general areas where changes in the land development regulations may lead to zoning map changes.</li> <li>• Provide conceptual working zoning map.</li> </ul>	<ul style="list-style-type: none"> <li>• Advise consultant as to key areas for future map changes.</li> <li>• Consider and pursue zoning map changes.</li> </ul>
<b>Projected Meetings</b>	
<b>Consultant Team Responsibilities</b>	<b>Northglenn Staff Responsibilities</b>
<ul style="list-style-type: none"> <li>• Facilitate additional meetings with the Task Force (monthly, or as needed).</li> </ul>	<ul style="list-style-type: none"> <li>• Organize meetings with Task Force and distribute background information prior to meetings.</li> </ul>
<b>Schedule</b>	
Completed within three months following public drafts of UDO.	

## TASK E. CREATION OF A PUBLIC HEARING DRAFT UNIFIED DEVELOPMENT ORDINANCE AND CITYWIDE MAP

### E.1. TESTING AND EVALUATION

Even the most popular and reasonable-sounding zoning provisions need to be tested for their impact on typical development scenarios, and on both regular and irregular sites. This process could include evaluation of new procedures as well as testing new building types, uses, and development and design standards.

Despite everyone’s best efforts in the code negotiation and drafting process, many zoning provisions have unintended consequences that can raise barriers to investment, sustainability, and efficient administration. Staff can help identify where that occurs in the existing ordinance, but testing prior to adoption can ensure that the new code works the way it is intended to work.

**Testing Ordinance Language for Clarity and Effectiveness.** The new UDO language will be tested by our team to identify effectiveness, appropriateness, practical and legal problems, and to ensure that the form of the new ordinance language will be simplified and user-friendly.

**Testing Ordinance Regulations for Development Quality.** The testing team will test the proposed new UDO on sample sites or areas that will be identified by the team and staff, based on projects that have already gone through the city’s development review and approval process, or are expected to develop or redevelop in the near future. For discussion purposes, this might roughly include industrial, commercial, mixed-use, and residential sites throughout the city. The test case studies will demonstrate how the application of the new zoning tools would impact existing land uses and the types of changes (in land uses, building form, and overall development quality) that could be expected under the new standards. The test case studies will demonstrate how the recommended new zoning tools would encourage desirable change and implement Northglenn’s plans and policies. The level of design review will be conceptual (as opposed to preparing complete site plans.) The exact nature of the testing will require further discussion to clarify the city’s goals for this effort.

Clarion will make revisions to the draft UDO based on the results of that testing and evaluation process.

## E.2. CONSOLIDATED PUBLIC HEARING DRAFT

Based on comments received from staff, the Task Force, and other stakeholders, we will revise the public review drafts to create a final, consolidated draft of the new UDO (in both Microsoft Word format and PDF) to be carried forward into the adoption process. This draft would include final versions of all illustrations. We would also prepare a final cover memorandum in a format that allows for comparisons between the current and proposed ordinance, summarizing all major changes.

*The mapping element was incorporated into Task C, above.*

Summary of Task E: Creation of a Public Hearing Draft Unified Development Ordinance	
Consultant Team Responsibilities/Deliverables	Northglenn Staff Responsibilities
<ul style="list-style-type: none"> <li>Conduct testing of UDO on targeted sites across the city.</li> <li>Revise UDO as necessary based on testing results.</li> <li>Prepare public hearing draft UDO (one consolidated document).</li> </ul>	<ul style="list-style-type: none"> <li>Work with consultant to identify case study sites or areas.</li> <li>Organize review and adoption meetings/hearings.</li> </ul>
Projected Meetings	
Consultant Team Responsibilities	Northglenn Staff Responsibilities
<ul style="list-style-type: none"> <li>Facilitate additional meetings with the Task Force (monthly, or as needed).</li> </ul>	<ul style="list-style-type: none"> <li>Organize meetings with Task Force and distribute background information prior to meetings.</li> </ul>

**Schedule**  
Complete three to four months following public UDO drafts. Deliver consolidated public hearing draft within two months of receipt of consolidated written comments on all public drafts in Task C.2.

## TASK F. ATTEND PUBLIC HEARING AND REVISE UNIFIED DEVELOPMENT ORDINANCE

### F.1. PUBLIC HEARINGS AND WORKSHOPS

Clarion will provide support, in the form of materials or presentation assistance, during the code adoption process. Key Clarion team members would be available for attendance at public workshops and/or hearings on the new UDO before the Planning Commission and/or City Council. The proposed budget includes a set figure for such attendance, and Clarion would be available to attend additional meetings on a time and expenses basis.

If there are numerous groups who the city wishes to involve in the adoption process, one possible would be to hold a consolidated public hearing. This approach allows all board members and the public to attend a single public hearing where the consultant team and staff will make presentations and the public may comment. This approach has the added benefit of allowing concerned citizens to appear at a single meeting, rather than having to take time to attend multiple hearings. Actual action on the adoption could take place at that meeting or at subsequent, regularly-scheduled, City Council meetings.

**Summary of Task F:**

**Attend Public Hearing and Revise Unified Development Ordinance**

**Projected Meetings**

**Consultant Team Responsibilities**

- Participate in public hearings and workshops.
- Facilitate additional meetings with the Task Force (monthly, or as needed).

**Northglenn Staff Responsibilities**

- Provide one round of consolidated written feedback from public hearings and workshops, which Clarion will use to prepare the final draft UDO.
- Organize meetings with Task Force and distribute background information prior to meetings.

**Schedule**

Hearings TBD.

## **TASK G. UNIFIED DEVELOPMENT ORDINANCE ADOPTION AND IMPLEMENTATION**

### **G.1. FINAL UNIFIED DEVELOPMENT ORDINANCE**

Based on direction from staff, we will revise the public hearing draft to create the final adopted draft of the new UDO for the city’s files. This final draft will be prepared to live on the City of Northglenn website in a user-friendly and searchable format. We can also discuss with staff other opportunities for developing an interactive web format for the new Unified Development Ordinance.

### **G.2. TRAINING AND TECHNICAL ASSISTANCE MATERIALS**

Clarion will prepare training materials to be delivered both in person and online. We will record a webinar on the key aspects of using the new UDO, which can be uploaded to the city’s website. We will provide in-person training for both staff, and other interested stakeholder groups (up to three sessions) to walk through the changes from the old regulations to the new UDO, and to highlight some of the new features. We will also prepare handouts as directed by staff for either online or printed distribution.

**Summary of Task G:**

**Unified Development Ordinance Adoption and Implementation**

**Consultant Team**

**Responsibilities/Deliverables**

- Prepare final Unified Development Ordinance.
- Prepare training materials and guidance documents.

**Northglenn Staff Responsibilities**

- Review training materials.
- Distribute training materials and upload to city website.

**Projected Meetings**

**Consultant Team Responsibilities**

- Facilitate up to 3 in-person training sessions with staff and/or other interested stakeholders.

**Northglenn Staff Responsibilities**

- Participate in live training sessions.
- Organize sessions and distribute background materials prior to training.

**Schedule**

Timeline for delivery of final Unified Development Ordinance TBD based on review schedule established by the city and the consultant.

## TASK H. WEBSITE AND ENGAGEMENT TOOLS

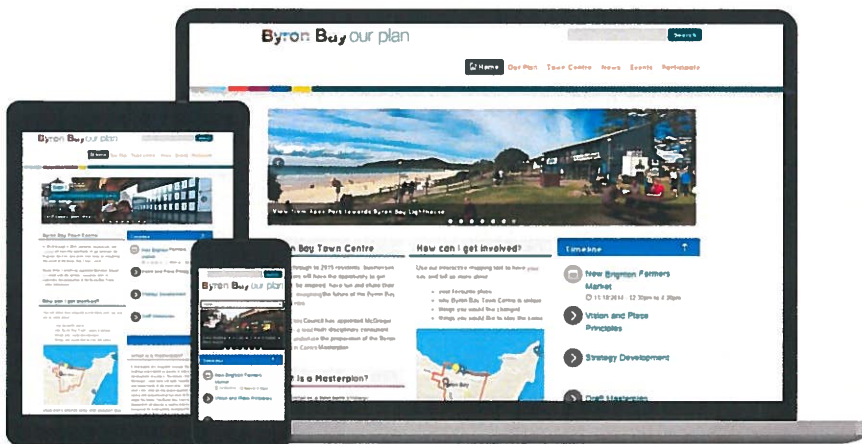
### BACKGROUND

The field of public engagement is rapidly evolving. Increasing use of digital and mobile technology has altered typical patterns of communication. This shift has generated a growing need for outreach and engagement efforts that maximize inclusion by offering a variety of ways to participate in public process.

Emerging practices in the field of online engagement indicate that the web is not replacing traditional methods of civic engagement— rather, it's expanding the set of tools in the box. Urban Interactive Studio (UIS) offers a range of web-based tools and services to engage the public, which are typically part of a multi-channel engagement strategy that supplements and encourages face-to-face participation.

UIS focuses on creating intuitive digital engagement solutions. As part of this philosophy, we pride ourselves on customizing and designing online engagement activities that translate complex information into accessible, interactive content that is easy to understand and engage with. Our EngagingPlans platform is a powerful tool for content-centered engagement, and our cross-disciplinary team of expert planners, designers, and developers guides you through the whole process, from early concepts to setup and implementation.

EngagingPlans from Urban Interactive Studio is a powerful, feature-rich website package that allows planning firms, government agencies, and other organizations to facilitate broad-scale public outreach and participation. With EngagingPlans, you can easily maintain an interactive website with a broad range of capabilities to enable intuitive online public involvement. Beyond the scope of EngagingPlans, UIS offers a flexible Engagement Suite of apps, including Community Mapping, Online Workbooks and Interactive Plans. Utilizing our pre-configured web apps, UIS can quickly launch your tailored public engagement platform for sharing information and updates, collecting input, reviewing and managing comments, responding to inquiries, and more!



The online engagement site will provide information resources to citizens and stakeholders in an efficient and visually compelling way. The design will reflect and highlight the project's brand and scope. Online engagement elements will be front and center on your

EngagingPlans site with easy-to-use search and navigation elements to make the most important part of the website more easily accessible to visitors. Using a comprehensive administrator dashboard provides simple workflows that will allow staff members to keep the website up to date with minimal effort.

## ENGAGINGPLANS

EngagingPlans is a digital engagement platform that enables project teams to reach out broadly to the public, efficiently share project news and updates, and effectively involve the community. The interface is optimized for both smartphones and tablets, in order to reach audiences who primarily access the Internet via mobile devices. This "responsive" web design re-sizes and re-flows website elements based on the screen resolution of the device being used to access the site. By making information readily available to more constituents, the project's reach increases - ultimately resulting in greater support for the project's outcomes.

EngagingPlans provides a website module to easily maintain a project micro-site that covers all public information needs like project updates, event management, a searchable document library, and FAQs. Intuitive information architecture and search tools help citizens, stakeholders, media, city officials, and project staff locate relevant information quickly. A comprehensive administrator dashboard provides simple workflows, enabling the project team to keep the website up-to-date with minimal effort. For example, EngagingPlans features a self-maintaining event calendar: Upcoming events are displayed in chronological order on both the home page and on a more detailed list within the navigation. After the event date passes, the system automatically moves them to the Past Events section, eliminating the need for staff to update the site immediately after events.

Social media channels are seamlessly integrated into the website. Icons for Facebook and Twitter profiles make it easy for users to connect, while a variety of Like/Share buttons for popular social media sites are automatically added to shareable content -- so visitors can easily recommend content to their peers.

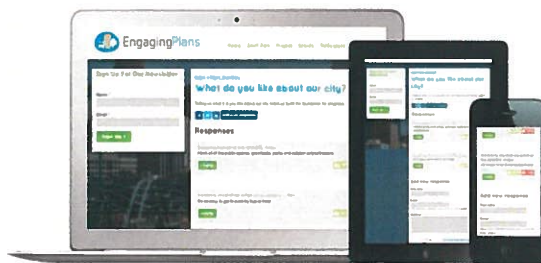
EngagingPlans also includes mailing list subscriptions to keep participants engaged throughout the project. Subscribers can either be downloaded or directly synced with email marketing services such as Constant Contact, Emma, or MailChimp (recommended by UIS based on its segmentation capabilities, CAN-SPAM compliance, and analytics. It also allows up to 2,000 subscribers and 12,000 emails for free per month.) Users can subscribe via a small form on the homepage and in side blocks.

## ENGAGINGPLANS SUITE - DIGITAL ENGAGEMENT APPS

### Surveys and Discussions

EngagingPlans' survey builder fosters community input from any device. Surveys can handle a variety of data inputs and all content is exportable, allowing for in-depth data analysis.

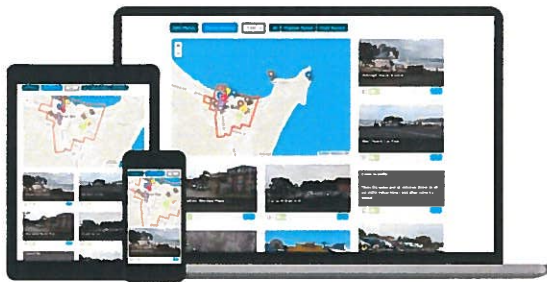
EngagingPlans also includes discussion and debate using Open Questions. Posing open questions for participants to discuss fosters collaborative problem-solving and builds shared understanding. Users can rate responses



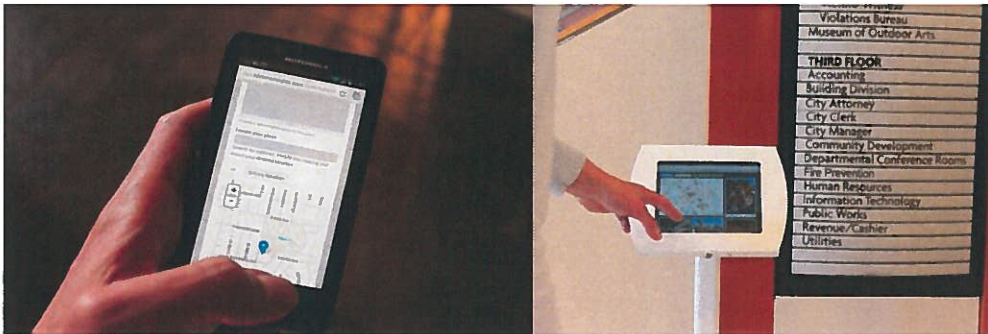
to provide support for the best ideas or suggestions, and administrators and project staff can moderate comments and engage directly in the discussion.

### Community Mapping

The best insights about a neighborhood come from those who live, work, and play there. Community mapping invites citizens to identify and discuss existing conditions, places they love, or areas for improvement. Places can be submitted from any device and then be discussed and rated by other users, opening the door for collaborative brainstorming and problem-solving.



This app includes extensive facilitation features that allow moderators to monitor submissions, instantly respond via email notifications, and keep the conversation on target. UIS will customize the fields and categories and upload a custom GIS layer to meet the needs of your particular project. Places will be collected as point data for easy export and analysis in a GIS system.



### Online Workbook

Online Workbooks allow audiences to explore project concepts and strategies through rich, interactive content. The display is customizable and intuitive, and includes either interest-based or step-by-step navigation so that users can easily jump to topics that are most relevant. Using Online Workbooks as a supplement to in-person workshops results in more robust participation and more valuable feedback.

### Draft Review

We will use our Draft Review app to collect feedback on the draft modules and chapters. Users can interactively explore, jump to specific sections, and offer feedback right next to the content. The app can be customized to feature concepts separately or to compare differences across a project or plan. Stakeholders will be given protected access so they can leave comments or suggestions directly on the draft. All input can be easily downloaded, sorted, and analyzed.

## REACH CITIZENS ANYWHERE

Engaging citizens while they are on-the-go is now possible with the widespread adoption of smartphones. And while all our public engagement tools are mobile-optimized, mobile participation is mainly driven by discovery, rather than providing a certain technology. Therefore we offer a range of outreach materials:

### Outreach Materials

To get people engaged while they are waiting for the bus, sit on the light rail or walk down mainstreet, we will provide materials – mobile connectors - that bridge the physical world that people occupy on a daily basis and our apps. We will accomplish this by ensuring that our materials are:

- Context-specific;
- Strong call to action;
- Spark curiosity;
- Short and precise instructions;
- Noticeable placement; and
- Positioned where people stop.

This could include postcards, window posters, yard signs or other materials based on our available templates. We will work with client to identify the best solutions to reach your target audience.

### Connectors-as-Partners Program

To increase participation in each online engagement phase, we will set up a Connectors-as-Partners program with local organizations, such as the chamber of commerce, neighborhood associations, church groups, etc., to help us expand our reach. First, we will identify and contact community organizations to cultivate reciprocal relationships, giving them visibility on the website, newsletters, etc, and highlighting them as supporters in our efforts to enhance the quality of life in Northglenn. In return, we would ask them to include two or three calls-to-action on our behalf in their newsletter or other communications, to promote participation in online engagement activities to their members and audience. For this project, potential partners could include:

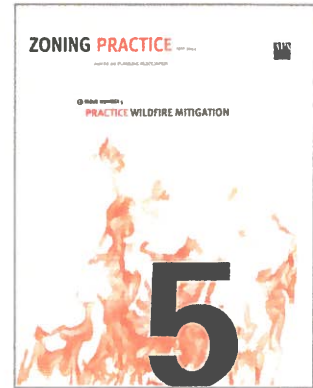
- Northglenn Urban Renewal Authority
- Metro North Chamber of Commerce
- Northglenn Community Foundation
- and many others.





## E. Specialized Services

**Leaders in Sustainable Best Practices.** Clarion is recognized as a national leader in creating the concept of sustainable development codes and conducting sustainability audits of codes. The firm takes particular pride in its innovative approach to using incentives and flexibility to achieve sustainability goals. We recognize that there are no “one-size-fits-all” approaches to natural resource regulations, and that standards for Northglenn must be tailored to build on the city’s existing efforts—and also be effective, practical, and politically acceptable. Our work in this area includes revisions to the St. Louis County, Missouri zoning and subdivision regulations to incorporate new sustainable regulations addressing green infrastructure, mixed-use infill development, alternative energy production, and accessory dwelling units and completion of sustainable code audits for Washington, D.C., and Salt Lake City, Utah, that have garnered national attention. We also produced an extensive analysis for the National Fire Protection Association on the effectiveness of wildfire regulations used around the country and identified best practices and recommendations for adoption of new wildfire regulations. We have worked recently or currently for cities as varied as Douglas County (Colorado), Salt Lake City, Tucson, Miami-Dade County on major code amendments to identify barriers to sustainable development and to implement sustainability policy goals.



**Procedural Streamlining and User-Friendly Codes.** Clarion has been retained by a number of communities across the United States to streamline procedures, reorganize and reformat codes, and make them more user-friendly. We use a wide variety of tools, ranging from relatively simple formatting techniques to highly sophisticated, interactive, web-friendly computerized codes. Like many codes, Northglenn’s development ordinances have been amended in a piecemeal fashion over the years to remedy particular problems. The result is a set of regulations that appear to contain redundancies and sometimes conflicting information, which can be frustrating for Town staff and other code users. We will identify and remove redundant or conflicting information, and streamline the provisions so that the new regulations are easier to understand. Most importantly, we understand that the new Northglenn code should rely heavily on graphics and illustrations to explain complex concepts and to illustrate how regulations are applied. The ability to find and understand the law is not just a key to good development — it’s a key to good governance in general.



**Infill and Mixed-Use.** Clarion has drafted numerous regulations and policies that differentiate between infill development and new development at the edge of communities, in terms of both design and development standards and review procedures. We also recognize that many cities need a hierarchy of mixed-use districts that range from high-intensity areas surrounding transit stops and key activity nodes, to smaller-scale mixed-use areas that integrate well with established neighborhoods. Many other Clarion projects have addressed these issues, such as Austin, Texas; Portsmouth, Virginia; Duluth, Minnesota; and Winnipeg, Manitoba.

**Protecting and Enhancing Community Character.** Clarion team members have significant experience in drafting standards to ensure that development respects and protects established neighborhoods and community character and meets local goals for high-quality building and site design. Our general approach is to keep design standards as focused as possible. Standards that are too rigid and overly complex can often emerge from a design standards effort, and as a result the standards are neither supported by the development community nor effective in achieving the quality of development desired. It is important to “pick the battles” that are key to encouraging desired development patterns. We target prescriptive approaches only on those aspects of site and building design that that are

essential to meeting community goals. Guidelines or more flexible standards can address other important, but not fundamental, topics. We also strongly support building flexibility and incentives into the code, to help avoid monotonous results and support creativity.

**Historic Preservation.** Clarion has worked on numerous projects aimed at revitalizing and redeveloping historic areas, such as our recent completion of the new San Antonio Historic Design Standards. Our expertise includes crafting historic district zoning and regulation guidelines, economic analysis of historic restoration, integrating new development projects, and developing heritage tourism initiatives. Principals have produced significant publications on the issue: *A Handbook on Historic Preservation Law*, *Preparing a Historic Preservation Ordinance*, and *Preparing a Historic Preservation Plan*.

**Land Use Law.** Clarion staff includes some of the country's most experienced land-use law practitioners. Team members have detailed knowledge of U.S. constitutional and federal land use law, including how to avoid takings claims, deal with First Amendment issues (signs, adult uses), and ensure that standards meet due process requirements.

**A Focus on Plan Implementation.** We never lose sight of the fact that land use regulations are intended to implement the community's preferred vision for the future. In this case, the work that has gone into Northglenn's recent planning efforts must be respected, and we anticipate the need for multiple linkages between new regulations and the adopted Comprehensive Plan. We can suggest new tools, such as overlay districts or other land use approaches, to implement specific plan objectives. We also know that not all plan goals can be effectively addressed through land use regulations. Many of our zoning ordinance projects have come on the heels of a new Comprehensive Plan, and we have considerable experience drafting new regulations to implement plan policies in places like Pagosa Springs and Erie, Colorado; Anchorage, Alaska; Cary, North Carolina; Rowlett, Texas; Winnipeg, Manitoba; Cedar Rapids, Iowa; and Aurora, Illinois.

*"Of all the consulting firms that I have worked with in the past 25 years in both the private and public sectors, Clarion is ranked at the top of my list. I highly recommend them to any entity seeking the most professional, knowledgeable, comprehensive and innovative solutions to local/regional planning and development regulation needs."*

*Salt Lake City Mayor  
Ralph Becker, FAICP*

## G. Schedule

Based on our experience, we believe that a schedule of 12-18 months is realistic for a project of this magnitude. We have outlined a process in this proposal that we believe works and that meets the city's desired timeframe. We are happy to further discuss alternatives with you at the discretion of staff and/or the evaluation committee. Dates are based on a March 2015 start date; to be adjusted upon actual kick-off.

	2015				2016													
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Task A:</b> Project Orientation	●	●																
<b>Task B:</b> Participation Process																		
Task Force written updates (each month when no meeting is scheduled)			●		●	●		●	●		●		●			●	●	
Topic-specific public meetings	<i>Four total, shown as first four red stars below; specific dates to be determined</i>																	
<b>Task C:</b> Discussion Draft UDO																		
<b>Module 1</b> – Districts and Uses			SD	●	DD★													
<b>Module 2</b> – Development and Design Standards						SD	●	DD★										
<b>Module 3</b> – Administration and Procedures									SD	●	DD★							
<b>Task D:</b> Discussion Draft Citywide Zoning Code Map												●						
<b>Task E:</b> Creation of a Public Hearing Draft UDO and Citywide Map													●					
<b>Task F:</b> Attend Public Hearing and Revise UDO														●	★	★		
<b>Task G:</b> UDO Adoption and Implementation																		●
<b>KEY:</b>	SD = Staff Draft DD = Discussion Draft ● = Task Force Meeting ★ = Public Meeting / Hearing																	

## EXHIBIT B

### F. Fee Schedule

A preliminary project budget, broken down by tasks, is summarized below. It includes all professional fees, travel, and other reimbursable expenses. This cost estimate is based on the firm’s extensive experience with similar code rewrite projects. All numbers are preliminary and open to discussion and negotiation. We are flexible and committed to developing a work plan, division of labor, and budget consistent with the city’s resources and objectives.

Clarion Associates has an enviable record of completing projects within budgeted amounts. We maintain that record by developing a budget allocation, by task, with our client, at the start of the project. We maintain flexibility to reallocate a budget between tasks with the consent of the client, but our task-based approach allow us to carefully track our level of effort at each phase in order to spot potential overruns well in advance. In almost all cases, we are able to make mid-course adjustments to the workflow in order to complete the entire project within budget.

Below is a snapshot of the bid summary form. The form is included in the appendices. A detailed budget broken down by subtasks is also included in the appendices.

#### BID SUMMARY

February 13, 2015

Clarion Associates, LLC

(Vendor Name)

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

Development Regulation Rewrite

BASE BID		
Item	Description	Total Cost
A	Project Orientation	\$16,250.00
B	Participation Process	\$30,260.00
C	Discussion Draft Development Regulations	\$61,920.00
D	Discussion Draft Citywide Zoning Map	\$7,280.00
E	Public Hearing Draft Development Regulations and Map	\$22,820.00
F	Attend Public Hearing and Revise Zoning Code Map	\$11,400.00
G	Zoning Code Adoption and Implementation	\$7,460.00
H	Online Engagement and Web Tools (UIS)	\$14,300.00
TOTAL		\$171,690.00

**Total for Base Bid \$171,690.00 plus expenses of \$1,500.00 = TOTAL \$173,190.00**

**Total in words One hundred seventy-three thousand one hundred ninety dollars and 00/100**

Northglenn, Colorado - Development Regulations Rewrite						
	Clarion Associates				UIS	TOTAL
	Goebel	Wafaie	DeVuyst	Wencel	Haller	
Hourly Rate	\$190	\$95	\$65	\$55	\$125	
<b>Task A. Project Orientation</b>						
A.1 Document Review	8	8	4	4		\$2,760
A.2 Initial Project Meetings	24	24				\$6,840
A.3 Initial Task Force Meeting	4	4				\$1,140
A.4 Public Participation Strategy	12	8				\$3,040
A.5 Stakeholder Interviews/Staff Survey	8	10				\$2,470
<b>Hours</b>	<b>56</b>	<b>54</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>118</b>
Labor Costs	\$10,640	\$5,130	\$260	\$220	\$0	\$16,250
<b>Task B. Participation Process</b>						
B.1 Task Force Updates (in addition to those included with other tasks)	40	40		16		\$12,280
B.2 Additional Public Meetings/Presentations	60	60		16		\$17,980
<b>Hours</b>	<b>100</b>	<b>100</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>232</b>
Labor Costs	\$19,000	\$9,500	\$0	\$1,760	\$0	\$30,260
<b>Task C. Discussion Draft UDO</b>						
C.1 Staff Drafts	80	220	16	120		\$43,740
C.2 Discussion Drafts	40	80	12	40		\$18,180
<b>Hours</b>	<b>120</b>	<b>300</b>	<b>28</b>	<b>160</b>	<b>0</b>	<b>608</b>
Labor Costs	\$22,800	\$28,500	\$1,820	\$8,800	\$0	\$61,920
<b>Task D. Discussion Draft Citywide Zoning Code Map</b>						
D.1 Conceptual Zoning Map and Approach for Future Map Changes	16	16	8	40		\$7,280
<b>Hours</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>40</b>	<b>0</b>	<b>80</b>
Labor Costs	\$3,040	\$1,520	\$520	\$2,200	\$0	\$7,280
<b>Task E. Creation of a Public Hearing Draft UDO and Citywide Map</b>						
E.1 Testing and Evaluation	16	40		80		\$11,240
E.2 Consolidated Public Hearing Draft	24	60		24		\$11,580
<b>Hours</b>	<b>40</b>	<b>100</b>	<b>0</b>	<b>104</b>	<b>0</b>	<b>244</b>
Labor Costs	\$7,600	\$9,500	\$0	\$5,720	\$0	\$22,820
<b>Task F. Attend Public Hearing and Revise UDO</b>						
F.1 Public Hearings and Workshops	40	40				\$11,400
<b>Hours</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80</b>
Labor Costs	\$7,600	\$3,800	\$0	\$0	\$0	\$11,400
<b>Task G. UDO Adoption and Implementation</b>						
G.1 Final Land Development Regulations	8	24	4	16		\$4,940
G.2 Training and Technical Assistance Materials	4	16	2	2		\$2,520
<b>Hours</b>	<b>12</b>	<b>40</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>76</b>
Labor Costs	\$2,280	\$3,800	\$390	\$990	\$0	\$7,460
<b>Task H: Online Engagement and Web Tools (UIS)</b>						
Hosting fee (18 months)						\$1,800
EngagingPlans Suite (software)						\$2,500
Setup Base Site						\$1,000
Setup Community Mapping						\$500
Setup Online Workbook						\$3,000
Setup Draft Review						\$2,000
Design						\$500
Content Management and Ongoing Support						\$1,000
Outreach Amplifiers						
Outreach materials						\$500
Connectors-as-Partners Program						\$500
Project Management, Trainings, Support						\$1,000
<b>Task Subtotal</b>						<b>\$14,300</b>
Anticipated Clarion Expenses (Mileage, Parking, Meals)						\$1,500
<b>TOTAL</b>						<b>\$173,190</b>

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

FROM: CLARION ASSOCIATES, LLC  
(Prospective Consultant)

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

Project Name Development Regulations Rewrite

Bid Number RFP No. 2015-006 Project No. \_\_\_\_\_

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

Executed this 3<sup>rd</sup> day of April, 2015.

Prospective Consultant Clara Associates, LLC

By: Donald Le Elliott

Title: Director

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Loretta J. Krok, 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.

[Signature]  
\_\_\_\_\_  
Consultant Signature

4/3/15  
\_\_\_\_\_  
Date

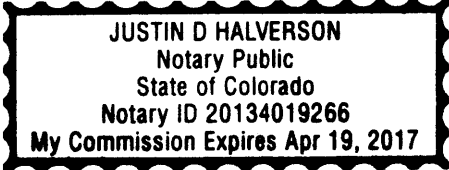
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3rd day of April, 2015, by Loretta J Krok as Business Manager of Clanran Associates LLC.

My commission expires: (S April 19, 2017)

E A L)

[Signature]  
\_\_\_\_\_  
Notary Public





**Clarion Associates**  
303.830.2890  
621 17th Street, Suite 2250  
Denver, CO 80293  
www.clarionassociates.com

## MEMORANDUM

**TO:** Eric Ensey and Brook Svoboda, City of Northglenn  
**FROM:** Matt Goebel and Tareq Wafaie, Clarion Associates  
**DATE:** January 26, 2018  
**RE:** **Northglenn UDO Project: Adjustments to Budget/Scope**

This memorandum proposes amendments to the current scope of work and budget to include several additional in-person meetings to enhance public outreach and to work more closely on key discussion topics with the Task Force and the City Council.

We appreciate the opportunity to continue working with you on the code updates, and we agree that these revisions will help to solicit feedback from the general public and also build consensus on key issues to avoid major delays near the adoption process. Following your review of this memo, please let us know when you are available for a conference call to discuss these changes and to discuss the overall project schedule.

### **Proposed Additional Tasks**

The following proposed tasks are in addition to those currently accounted for in Tasks B through H in our approved contract and scope of work.

#### **City Council Meetings (x3)**

Under the current contract, we have presented a high-level overview of the public drafts to the City Council, following our meetings with the Task Force. These overview meetings have not allowed the Council to engage with staff and the consulting team in deeper policy discussion on some of the more substantive issues in the drafts (e.g., ADUs, administrative approvals, increased building heights, etc.). These additional meetings will allow staff and the consulting team to highlight specific discussion topics for the Council to respond to. Obtaining key policy direction at these meetings will result in a more polished final draft that responds to any Council and/or public concerns.

We propose three two-hour meetings, each occurring about 3-4 weeks following the initial overview presentations of public drafts:

- Part 2 – zoning districts and uses
- Part 3 – development standards
- Consolidated draft

#### **Task Force (x2)**

Much like the additional City Council meetings, additional Task Force meetings will provide a venue for more in-depth discussion of key policy issues. The consultants and staff will use these meetings to address previous requests for more information and to engage the Task Force in discussions on specific





issues highlighted during the drafting process. We propose two two-hour meetings, each occurring toward the end of the public review period of public drafts:

- Part 3 – development standards
- Consolidated draft

### **Open House (x2)**

To enhance the public outreach efforts, we proposed two additional meetings, in open-house format, to provide an informal setting for the general public to learn about proposed changes to the regulations, ask questions of staff and the consulting team, and to engage in interactive discussions and activities related to key topics related to the development regulations. One option previously discussed is to include the testing modules as the basis for some of the interactive components. The open house meetings give the public an opportunity to interact directly with the project team, without having to submit formal comments online or during a public meeting/hearing.

We propose two open house meetings to follow release of the public consolidated draft:

- Open house 1
- Open house 2

### **Ward Meetings (optional)**

At council’s discretion, staff and the consulting team can present high-level overviews of draft materials and tee-up remaining code content at Council Ward meetings. These meetings will enhance the public outreach effort by offering a more intimate setting to discuss ward-specific issues, and to address any specific questions and/or comments from City Council members. The number of meetings depends on how many City Council members opt to host a discussion related to the Northglenn UDO at one of their regularly scheduled Ward meetings.

### **Budget**

On the following page we have included a proposed budget for the additional tasks for public engagement, broken down by meeting type. Estimates include time for meeting preparation and follow-up. We can prepare for and facilitate seven additional meetings (excluding any additional Ward meetings) for \$28,100. Ward meetings can be included at Council’s discretion at a rate of \$1,900 per meeting.

**Note:** For this proposal, we carried forward our 2015 billing rates. Current rates may be applied to future contract amendments.

	Time (hours)			Total
	Matt Goebel (\$190/hr.)	Tareq Wafaie (\$95/hr.)	Eric Wencel (\$55/hr.)	
<b>City Council Meetings (x3)</b>				
<i>Each would occur 3 to 4 weeks after initial summary presentation</i>				
Part 2 discussion – zoning districts and uses	8	12		\$2,660
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Consolidated draft discussion	12	20		\$4,180
<b>Task Force Meetings (x2)</b>				
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Part 3 discussion – development standards	8	12		\$2,660
Consolidated draft discussion	12	20		\$4,180
<b>Open House Meetings (x2)</b>				
<i>Each would occur following release of the consolidated draft (public draft)</i>				
Open house 1	12	24	24	\$5,880
Open house 2	12	24	24	\$5,880
<b>TOTAL</b>	<b>72</b>	<b>124</b>	<b>48</b>	<b>\$28,100</b>
<b>Ward Meetings (optional)</b>				
<i>Each would include a high-level overview of draft materials</i>				
Ward meeting (per meeting)	6	8		\$1,900

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-32  
Series of 2018

\_\_\_\_\_  
Series of 2018

A RESOLUTION APPROVING ADDENDUM #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CLARION ASSOCIATES, LLC FOR THE DEVELOPMENT REGULATION REWRITE PHASE 2 PROJECT

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

Section 1. Addendum #1 to the Professional Services Agreement between the City of Northglenn and Clarion Associates, LLC, attached hereto, in an amount not to exceed \$35,700.00 for the Development Regulation Rewrite Phase 2 Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CAROL A. DODGE  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and Clarion Associates LLC (hereinafter referred to as "Consultant").

**RECITALS:**

A. On April 13, 2015 the City and Consultant entered into an Agreement for Professional Services for consulting services (the "Agreement").

B. The parties desire to supplement the Agreement with this Addendum #1 to allow for an additional scope of services for:

**Exhibit A**, Additional meetings for enhancing public outreach and to address discussion topics

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services as needed in the manner provided in the Agreement.

1. The Scope of Services in the Agreement is hereby supplemented to include the scope of services for additional meetings for enhancing public outreach and do address discussion topics attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Consultant shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.

2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall not exceed \$35,700.00 for the work described in **Exhibit A** to this Addendum #1.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum constitute all of the agreements between the City and the Consultant.

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

**CITY OF NORTHGLENN, COLORADO**

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

Carol A. Dodge

Print Name

Mayor

Title Date

ATTEST:

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

APPROVED AS TO FORM:

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

**CONSULTANT**

By: 

Director 2-1-18

Title Date

ATTEST:

  
\_\_\_\_\_

Business Manager February 1, 2018

Title Date

## CLARION

**Clarion Associates**  
303.830.2890  
621 17th Street, Suite 2250  
Denver, CO 80293  
www.clarionassociates.com

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